

COLLECTIVE AGREEMENT

Between

**COMMUNITY LIVING BRITISH COLUMBIA (CLBC)
PROVINCIAL ASSESSMENT CENTRE (PAC)**

And

THE BRITISH COLUMBIA NURSES' UNION (BCNU)

April 1, 2019 – March 31, 2022

UNION CONTACT INFORMATION

BRITISH COLUMBIA NURSES' UNION
4060 Regent St.
Burnaby, BC V5C 6P5

Toll Free: 1-800-663-9991
Toll Free Fax: 1-888-284-2222
Phone: (604) 433-2268
Fax: (604) 433-7945
Website: www.bcnu.org



BC NURSES'
UNION

Standing up for health care

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE AND DEFINITIONS.....	12
1.01 Preamble.....	12
1.02 Definitions.....	12
1.03 Inappropriate Workplace Behaviour: Bullying, Harassment, Discrimination, Sexual Harassment and Misuse of Managerial/Supervisory Authority.....	14
1.04 Human Rights Code.....	17
1.05 Invalid Articles.....	18
1.06 Replacement of Articles Held Invalid.....	18
ARTICLE 2 – RECOGNITION AND RIGHTS.....	18
2.01 Bargaining Agent.....	18
2.02 Bargaining Unit Defined.....	18
2.03 Scope of Agreement.....	19
2.04 No Discrimination for Union Activity.....	19
2.05 Individual Contracts.....	19
2.06 Contracting Out.....	19
2.07 Notice Boards.....	19
2.08 Accessibility.....	19
2.09 Precedence of Agreement.....	19
2.10 Accessibility of Employer’s Policies.....	19
2.11 Strikes and Picket Lines.....	19
2.12 Rights of Witnesses.....	20
2.13 Local Standing Joint Committee.....	20
ARTICLE 3 – UNION AND PROFESSIONAL SECURITY.....	21
3.01 Membership.....	21
3.02 Membership in Professional Bodies.....	21
ARTICLE 4 – CHECK-OFF OF UNION DUES.....	22
ARTICLE 5 – UNION TO INTERVIEW NEW OR TERMINATING EMPLOYEES.....	23
ARTICLE 6 - EMPLOYER'S RIGHTS.....	23
6.01 Rights.....	23
6.02 Supervisory Officials.....	23
ARTICLE 7 - STEWARDS.....	23
7.01 Recognition of Stewards.....	23
7.02 Area of Responsibility.....	23
7.03 Duties and Responsibilities.....	23
ARTICLE 8 - GRIEVANCES.....	24
8.01 Definitions.....	24
8.02 Failure to Act.....	24
8.03 Step 1.....	24
8.04 Time Limit.....	24
8.05 Step 2.....	24
8.06 Time Limit.....	25

8.07	Step 3.....	25
8.08	Time Limit.....	25
8.09	Amending Time Limits	25
8.10	Administrative Provisions	25
8.11	Dismissal or Suspension Grievance	25
8.12	Group Grievance	25
8.13	General Application Dispute	26
8.14	Investigations and Documents.....	26
8.15	Deviation from Grievance Procedure.....	26
8.16	Technical Objections.....	26
8.17	Nullification.....	26
8.18	Suspensions Pending Investigation	26
ARTICLE 9 - ARBITRATION		27
9.01	Notification.....	27
9.02	Composition of the Board of Arbitration	27
9.03	Failure to Appoint	27
9.04	Board Procedure.....	27
9.05	Decision of the Board.....	27
9.06	Disagreement on Meaning of Decision	27
9.07	Expenses of Board.....	27
9.08	Amending Time Limits	28
9.09	Resubmission to Arbitration.....	28
9.10	Expedited Arbitration	28
ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE		28
10.01	Dismissal	28
10.02	Suspension.....	28
10.03	Rejection During Probation.....	28
10.04	Return to Former Classification	29
10.05	Unauthorized Absence	29
10.06	Assessment of Professional Competence	29
10.07	Disciplinary Procedure	29
10.08	Unjust Dismissal or Suspension	29
10.09	Disciplinary Records	30
10.10	Appraisal Reports.....	30
ARTICLE 11 - SENIORITY.....		30
11.01	Definitions	30
11.02	Seniority List	31
11.03	Loss of Seniority	31
11.04	Re-employment	31
11.05	Bridging of Service	32
11.06	Service Seniority Tie Breaker	32
ARTICLE 12 - POSTINGS, TRANSFERS AND SECONDMENT		32
12.01	Postings	32
12.02	Selection Panels.....	33
12.03	Interview Expenses.....	33
12.04	Union Observer	33

12.05	Notice of Promotions.....	33
12.06	Notification of Unsuccessful Applicants.....	33
12.07	Appeal Procedure	33
12.08	Demotions	34
12.09	Secondment	34
ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES.....		35
13.01	Principles.....	35
13.02	Changing Status.....	35
13.03	Redundant Positions	35
13.04	Pre Layoff.....	36
13.05	Identification of a Supernumerary Employee.....	36
13.06	Identification of Employee to Receive Notice of Layoff	37
13.07	Notice of Layoff and Employee Options Upon Receipt of Notice.....	37
13.08	Severance Pay.....	38
13.09	Orientation Period	38
13.10	Joint Committee	38
13.11	Savings Clause	39
13.12	Copies of Correspondence.....	39
ARTICLE 14 - HOURS OF WORK		39
14.01	Hours of Work.....	39
14.02	Work Day	40
14.03	Meal Breaks.....	40
14.04	Rest Periods	40
14.05	Consecutive Days Off	40
14.06	Attendance Security	40
14.07	Compensation - Escort Duty	41
14.08	Health and Convenience.....	41
14.09	Meal Allowance	41
ARTICLE 15 - SHIFT AND ROTATION.....		42
15.01	Shift Designation.....	42
15.02	Shifts, Shift Schedules, and Shift Rotations	42
15.03	Shift Differential.....	42
15.04	Break Between Regularly-Scheduled Shifts	42
15.05	Shift Cycles	43
15.06	Shift Assignment	43
15.07	Rotations and Adjustment	43
15.08	Changing or Trading of Shifts, Rotations of Shifts, or Rest Days	44
15.09	Volunteering for Shifts	44
15.10	Rotation Between Teams.....	44
15.11	Shifts, Variations and Flexibility.....	45
15.12	Placement and Duties of Employees	46
ARTICLE 16 – IN CHARGE		46
ARTICLE 17 – OVERTIME		47
17.01	Definitions	47
17.02	Authorization and Application of Overtime.....	47

17.03	Overtime Entitlement	47
17.04	Recording of Overtime	48
17.05	Sharing of Overtime	48
17.06	Overtime On Designated Paid Holidays.....	48
17.07	Overtime On Travel Status.....	48
17.08	Overtime Meal Allowance	48
17.09	Out-of-Pocket Expenses	49
17.10	No Layoff to Compensate for Overtime.....	49
17.11	Right to Refuse Overtime.....	49
17.12	Call-out Provision.....	49
17.13	Pre-Arranged Overtime	49
17.14	Rest Interval	49
17.15	Transportation	49
17.16	Contact While Off-Duty	49
ARTICLE 18 – PAID STATUTORY HOLIDAYS.....		50
18.01	Designated Paid Holidays	50
18.02	Holidays Falling on Saturday or Sunday.....	50
18.03	Holiday Falling on a Day of Rest.....	50
18.04	Holiday Falling on a Scheduled Work Day.....	50
18.05	Holiday Coinciding with a Day of Vacation	51
18.06	Christmas or New Year's Day Off.....	51
18.07	Shift Workers	51
18.08	Conversion of Hours and Part-Time Entitlement.....	51
ARTICLE 19 - ANNUAL VACATION		51
19.01	Entitlement	51
19.02	Scheduling of Vacation	53
19.03	Salary During Vacation Period.....	54
19.04	Approved Leave of Absence With Pay During Vacation.....	54
19.05	Vacation Leave on Retirement	54
19.06	Separation Allowance.....	54
ARTICLE 20 – SPECIAL LEAVE		54
20.01	Bereavement Leave	54
20.02	Leave for Professional Association/College Duties	55
20.03	Union Business or Public Duties.....	55
20.04	Leave for Court Appearances.....	56
20.05	Reduction of Benefits.....	56
20.06	Leave for Committee Meetings	56
20.07	Her Majesty’s Forces.....	56
20.08	Civil Emergency.....	57
20.09	Elections	57
20.10	General Leave.....	58
20.11	Household Emergency	58
20.12	Family Illness	58
20.13	Leave for Medical and Dental Care.....	58
20.14	Special Leave	59
20.15	Special Leave Limitation.....	59
20.16	Service Breaks.....	60

20.17	Donor Leave	60
20.18	Extended Child Care Leave.....	60
20.19	Compassionate Care Leave	61
20.20	Leave Respecting Death of Child.....	61
ARTICLE 21 – MATERNITY/PARENTAL/ADOPTION LEAVE		61
21.01	Maternity Leave	61
21.02	Parental Leave	61
21.03	Maximum Combined Entitlement	62
21.04	Benefit Waiting Period Allowance.....	62
21.05	Maternity Leave Allowance	62
21.06	Parental Leave Allowance.....	63
21.07	Pre-Placement Adoption Leave.....	63
21.08	Benefits Continuation.....	64
21.09	Deemed Resignation.....	64
21.10	Entitlements Upon Return to Work.....	64
21.11	Maternity and/or Parental Leave and/or Pre-Adoption Leave Allowance Repayment	64
21.12	Benefits Upon Layoff.....	65
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY		65
22.01	Copies of Regulations	65
22.02	Safe Workplace	65
22.03	Right to Refuse Unsafe Work.....	65
22.04	Communicable Disease	65
22.05	Occupational Health and Safety Committee	66
22.06	Disagreement Over Recommendations	66
22.07	Injury Pay Provisions	66
22.08	Transportation of Accident Victims	67
22.09	Provincial Joint Occupational Health and Safety Committee	67
22.10	Strain Injury Prevention	67
22.11	Occupational First Aid Requirements and Courses.....	67
22.12	Prevention of Violence In The Workplace.....	68
22.13	Investigation of Accidents.....	69
ARTICLE 23 – EDUCATION POLICY		70
23.01	Educational Leave and Assistance	70
23.02	Joint Education Committee and Jurisdiction.....	71
23.03	Ancillary Bonuses	72
23.04	Academic Bonuses	72
ARTICLE 24 – NO EMPLOYEE LIABILITY		73
24.01	Actions of Patients.....	73
24.02	Personal Property Damage	73
ARTICLE 25 – HEALTH AND WELFARE		73
25.01	Basic Medical Insurance	73
25.02	Extended Health Care Plan.....	73
25.03	Dental Plan	75
25.04	Group Life	75

25.05	Air Travel Insurance.....	76
25.06	Medical Examination	76
25.07	Employment Insurance.....	76
25.08	Employee and Family Assistance Program.....	76
ARTICLE 26 – ACCUMULATION OF TIME		76
26.01	Compensation for Statutory Holidays, Overtime and Standby	76
26.02	Compensation for Surplus Time.....	77
26.03	Requests for Time Off Procedures	77
ARTICLE 27 – PAYMENT OF SALARIES AND ALLOWANCES		77
27.01	Salaries	77
27.02	Pay Period	77
27.03	Increment Dates.....	78
27.04	Increments - Eligibility.....	79
27.05	In-hiring Rates of Pay.....	79
27.06	Salary on Promotion or Reclassification	79
27.07	Salary on Demotion.....	80
27.08	Temporary Substitution.....	80
27.09	Vehicle Allowance	81
27.10	Meal Allowance	81
27.11	Return to Higher-Paid Classification.....	82
27.12	Accommodation, Board and Lodging Allowance	82
27.13	Standby Provisions	82
27.14	Retirement Allowance.....	82
27.15	Death Benefit.....	82
27.16	Formula for Hourly, Daily and Partial Month Calculations.....	83
27.17	Child Care Expenses	84
27.18	Travel Expense Reimbursement.....	84
ARTICLE 28 – CLASSIFICATION AND RECLASSIFICATION		84
28.01	Classification Grade Descriptors.....	84
28.02	Job Evaluation Plan	84
28.03	New Classifications or Proposed Changes in Existing Classifications	85
28.04	Classification Appeal Procedure	85
ARTICLE 29 - AUXILIARY EMPLOYEES.....		86
29.01	Terms of Employment.....	86
29.02	Seniority on Applying for Regular Positions	87
29.03	Seniority	87
29.04	Loss of Seniority	88
29.05	Layoff and Recall	88
29.06	Application of Agreement.....	88
29.07	Health and Welfare.....	89
29.08	Paid Holidays	90
29.09	Annual Vacation.....	91
29.10	Eligibility Requirements for Benefits.....	92
29.11	Weekly Indemnity	93
29.12	Increments	94
29.13	Changing Status.....	94

29.14	Conversion of Auxiliary Employees	94
ARTICLE 30 – GENERAL CONDITIONS		95
30.01	Parking	95
30.02	Termination of Employment	95
30.03	Standing Joint Committee	96
30.04	Indemnity	96
30.05	Payroll Deductions	97
30.06	Political Activity.....	97
30.07	Personnel Files	97
30.08	Employment of Relatives	97
30.09	Copies of Agreement.....	98
30.10	Technical Information	98
30.11	Excessive Work Load.....	98
30.12	Previous Policies and Letters of Understanding.....	98
30.13	Statement of Duties and Responsibilities	98
30.14	Clothing and Uniforms	98
ARTICLE 31 – TERM OF AGREEMENT		99
31.01	Expiration of Agreement	99
31.02	Notice to Bargain.....	99
31.03	Commencement of Bargaining.....	99
31.04	Changes in Agreement	99
31.05	Effective Date of Agreement.....	99
SIGNATURES OF THE PARTIES		100
APPENDIX 1.....		101
SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY PLAN.....		101
APPENDIX 2.....		114
WAGE SCHEDULES		114
APPENDIX 3.....		119
ADDRESSING VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE.....		119
INFORMATION APPENDIX A		121
OCCUPATIONAL HEALTH AND SAFETY REGULATIONS		121
REFUSAL OF UNSAFE WORK.....		121
INFORMATION APPENDIX B.....		122
EMPLOYEE BASIC LIFE INSURANCE		122
INFORMATION APPENDIX C		123
JOB SHARING		123
INFORMATION APPENDIX D		127
DEFERRED SALARY LEAVE PROGRAM		127

INFORMATION APPENDIX E	128
PROBATION	128
INFORMATION APPENDIX F	129
HUMAN RIGHTS IN THE WORKPLACE – DISCRIMINATION AND SEXUAL HARASSMENT .	129
INFORMATION APPENDIX G	135
POSTINGS	135
MEMORANDUM OF UNDERSTANDING #1	136
NEW FACILITIES	136
MEMORANDUM OF UNDERSTANDING #2	137
RESIGNATION PROMPTING.....	137
MEMORANDUM OF UNDERSTANDING #3	138
SAFEGUARDING VULNERABLE PEOPLE	138
MEMORANDUM OF UNDERSTANDING #4	139
PRE-EMPLOYMENT ELIGIBILITY AND CHECK-OFF ADMINISTRATION	139
MEMORANDUM OF UNDERSTANDING #5	140
REVISIONS OF BENEFITS	140
MEMORANDUM OF UNDERSTANDING #6	141
NURSING ADVOCACY COMMITTEE – PROFESSIONAL RESPONSIBILITY	141
MEMORANDUM OF UNDERSTANDING #7	143
LABOUR ADJUSTMENT	143
MEMORANDUM OF UNDERSTANDING #8	145
ROLE OF THE REHABILITATION COMMITTEE	145
MEMORANDUM OF UNDERSTANDING #9	146
Re: Recruitment and Retention Incentive Adjustment	146
MEMORANDUM OF UNDERSTANDING #10	147
EARLY INTERVENTION PROGRAM	147
MEMORANDUM OF UNDERSTANDING #11	148
REVIEW OF WORKPLACE SAFETY TRAINING AND GUIDANCE	148
MEMORANDUM OF UNDERSTANDING #12	149
BASELINE STAFFING INFORMATION	149
MEMORANDUM OF UNDERSTANDING #13	150

CHANGES TO SHIFTS AND ROTATIONS	150
MEMORANDUM OF UNDERSTANDING #14	151
LANGUAGE REMOVED FROM THE COLLECTIVE AGREEMENT	151
MEMORANDUM OF UNDERSTANDING #15	153
RE: RECOGNITION OF SENIORITY	153
MEMORANDUM OF UNDERSTANDING #16	154
MENTAL HEALTH.....	154
LETTER #1	155
Re: Archived Vacation.....	155
LETTER #2	156
Re: Vacation Entitlement/ WCB.....	156
LETTER #3	157
Re: Aboriginal Community Government Elections.....	157
LETTER #4	158
Re: Clause 8.18 – Suspensions Pending Investigation	158
LETTER #5	159
Re: Vacation Entitlement – Part-time Employees	159
LETTER OF UNDERSTANDING #1.....	160
Re: New Graduates – Mentorship Program	160
LETTER OF UNDERSTANDING #2.....	161
Re: Shift and Rotations	161
LETTER OF UNDERSTANDING #3.....	162
Re: Appendix 1 - Short-Term Illness and Injury Plan; and Long-Term Disability Plan	162
LETTER OF UNDERSTANDING #4.....	163
Re: Retention Payments	163
LETTER OF UNDERSTANDING #5.....	164
LETTER OF AGREEMENT #1.....	165
MEMORANDUM OF AGREEMENT #1	166
MEMORANDUM OF AGREEMENT #2	168
MEMORANDUM OF AGREEMENT # 3	169
Re: Early Retirement Incentive Plan – for LTD Employees.....	169

INDEX.....171

ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.01 Preamble

(a) The principals to this Agreement recognize the right of an individual to uninterrupted, skillful, and efficient care. It is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of our facilities. Also, in consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions on all matters pertaining to working conditions, hours of work, and salaries, the Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out. The Union and the Employer agree that the two parties will be bound by the *Human Rights Code* of British Columbia.

(b) Wherever the masculine or singular is used, the same shall be construed as meaning the feminine or plural unless otherwise specifically stated.

1.02 Definitions

“Aboriginal Community Government” means an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal, or Métis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements.

“bargaining unit” as referred to hereafter in this Agreement shall be understood to be the unit for collective bargaining and includes all employees licensed or registered under the *Health Professions Act*, including those employees eligible for license or registration who are employed in that professional capacity.

“basic pay” means the same pay as an employee would receive if they were on vacation, e.g., they would receive their salary as set forth in the Appendix 2 (Wage Schedules) plus any applicable educational bonus.

“CEO” means the Chief Executive Officer of Community Living British Columbia (CLBC).

“continuous employment and continuous service” means uninterrupted employment for Community Living British Columbia (CLBC) subject to the provisions of Article 11 – Seniority.

“demotion” means a change from an employee’s position to one with a lower maximum salary.

“employee” means a member of the bargaining unit and includes:

(a) **“regular employee”** means an employee who is employed for work which is of a continuous full-time or part-time nature.

(b) **“casual auxiliary employee”** means an employee who is employed for work which is not of a continuous nature, such as:

(1) seasonal positions;

(2) positions created to carry out special projects or work which is not continuous;

(3) temporary positions created to cover employees on vacation, short term illness and injury leave, education leave, compassionate leave, or other leave;

(4) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

(c) **“on-call auxiliary employee”** means an employee who is employed at irregular intervals and specifically to meet operational requirements during depleted staff situations.

“employee” does not include:

(a) persons excluded by Section 1 of the *Public Service Labour Relations Act*;

(b) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.

“Employer” means Community Living British Columbia (CLBC).

“Interim Permit Nurse” means a nurse who is a graduate of an approved nursing program but is not registered with the College of Registered Psychiatric Nurses of British Columbia or the College of Registered Nurses of British Columbia.

“headquarters or geographic location” is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs their duties.

“holiday” means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

“layoff” means the termination of an employee’s employment because of lack of work or because of a discontinuation of a function or program.

“leave of absence without pay” means to be absent from duty with permission but without pay.

“pay” means rate of compensation for the job.

“professional association” as referred to hereafter in this Agreement shall be understood to be the College of Registered Psychiatric Nurses of British Columbia and/or the College of Registered Nurses of British Columbia.

“promotion” means a change from an employee’s position to one with a higher maximum salary level.

“resignation” means a voluntary written notice that an employee is terminating their services on the day specified therein.

“rest day” (scheduled day off) in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on leave of absence.

“shift” means the normal consecutive working hours scheduled for each nurse (regular full-time, regular part-time, or auxiliary) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there will normally be three (3) shifts, namely, day, afternoon, and night shifts.

(a) **“Day shift”** means a shift in which the major portion occurs between 0700 and 1500 hours;

(b) **“Afternoon shift”** means a shift in which the major portion occurs between 1500 and 2300 hours;

(c) **“Night shift”** means a shift in which the major portion occurs between 2300 and 0700 hours.

“shift employee” is one who regularly operates within a pattern of various work periods with designated and regular specific change-over (duty-relief) times, and/or an employee who works a shift other than the day shift.

“spouse” shall include common-law (both same sex and opposite sex), husband or wife.

“Steward” shall mean an employee within the Employer’s service elected or appointed by the Union or its members to represent the Union and its members.

“transfer” (lateral) refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

“travel status” with respect to an employee means absence of the employee from their headquarters or geographic location on Community Living British Columbia (CLBC) business with the approval of the Employer.

“Union” as referred to hereafter in this Agreement shall be understood to mean the British Columbia Nurses’ Union holding certification for this bargaining unit.

“Union representative” shall mean a member of the staff of the Union or an employee approved for absence under Clause 20.03 (Union Business or Public Duties) who is designated, due to the absence of the Union representative, to substitute and perform the duties normally performed by a member of the staff of the Union.

“work day” is a period of twenty-four (24) consecutive hours commencing with the starting time of an employee’s shift.

“workplace” means the mutually agreed vicinity and/or facility in which the employee’s duties are generally performed.

“work schedule” means the roster of work hours and days to meet the annual hours of work.

1.03 Inappropriate Workplace Behaviour: Bullying, Harassment, Discrimination, Sexual Harassment and Misuse of Managerial/Supervisory Authority

The parties recognize the right of employees to work in an environment free from bullying, harassment, discrimination, sexual harassment, and misuse of managerial/supervisory authority. The parties agree there is a need to take responsible action to prevent such behaviours and whenever they become aware of such behaviour, put a stop to it.

Definitions

The following definitions shall apply for the purposes of this Article only:

“Bullying and Harassment” means inappropriate, vexatious, or hostile conduct, comments, actions or gestures that the person knows or reasonably ought to have known would cause the receiver to be offended, humiliated or intimidated, including, but not limited to, acts of aggression verbal or written threats, or vandalism of personal property.

Bullying and harassment may refer to repeated incidents or may arise out of a single incident that has a lasting harmful effect on an employee. Bullying and harassment does not include any reasonable action taken by the Employer relating to the management and direction of staff or the workplace generally.

For the purposes of this clause, "bullying between peers" refers to:

- Vexatious behaviour by a person with no managerial or supervisory authority over the complainant, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee's dignity and that results in a harmful work environment; or
- A single incident by a person with no managerial or supervisory authority over the complainant that has a lasting harmful effect on the complainant.
- Discrimination: Means improper discrimination based on a person's sex, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sexual orientation, gender identity, age, or criminal conviction unrelated to the person's employment.
- Sexual Harassment: Means conduct or comments of a sexual nature towards another person by a person who knows or ought reasonably to know that the conduct is unwanted or unwelcome. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

Misuse of Managerial/Supervisory Authority: occurs when a person who supervises, or is in a position of authority, exercises that authority in a manner which serves no legitimate work purpose, and which ought reasonably be known to be inappropriate. Misuse of managerial/supervisory authority does not include the good faith exercise of the Employer's managerial/supervisory rights and responsibilities, nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

General Matters

(a) Employment Relationship Defined Broadly

Protection against bullying and harassment, discrimination, sexual harassment and misuse of managerial/supervisory authority extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

(b) Other Resolution Processes

The complaint resolution process set out in this Article does not preclude a complainant from advancing a complaint through the BC Human Rights Tribunal or WorkSafeBC. In the event that a

complainant files a complaint through one or both of these forums, the Employer reserves the right to not proceed with the complaint resolution process outlined in this Article.

(c) **Bad Faith Complaints and Retaliation**

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Similarly, any interference with an investigation, or retaliation against a person who has filed a complaint, or a respondent or witness, may result in disciplinary action.

(d) **Privacy**

No information related to a complaint under this Article will be disclosed by any person during and after the investigation or resolution of a complaint except as necessary to enable due process or facilitate the resolution of a complaint. Such disclosure may include providing a summary of the allegations set out in a complaint to the Respondent or relevant witnesses during the course of an investigation. Failure to comply with the privacy requirements set out in this Article may result in disciplinary action.

(e) **Employee Supports**

Employees can seek the assistance of their manager, a People Services Consultant or union at any point in the complaint or resolution process.

Complaint Process

(a) **Complaints to be Raised Promptly**

Incidents or complaints of bullying and harassment, discrimination, misuse of managerial/supervisory authority and sexual harassment should be reported as soon as possible to ensure a prompt and thorough investigation. Notwithstanding this expectation, complaints involving bullying, harassment, discrimination and misuse of managerial authority may be brought forward for up to six months following the date on which the incident occurred. For complaints involving sexual harassment, complaints may be brought forward for up to one year following the date on which the most recent incident occurred.

(b) **Interim Measures**

The Employer may take interim measures to separate the employees involved in a complaint, if deemed necessary. Any such action will not be disciplinary in nature or seen as presumption of guilt or innocence. The Complainant will not be relocated without their agreement.

(c) **Resolution Procedures**

Before proceeding to the written complaint mechanism, an employee who believes they have a complaint of harassment, discrimination, sexual harassment, or bullying or misuse of managerial authority may approach their manager/supervisor, union, or People Services Consultant to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

(d) **Written Complaint**

The employee may make a written complaint to the first level of manager not involved in the complaint. The written complaint must include the following information:

- The name(s) of the people involved, including the name of the Complainant (anonymous complaints will not be investigated);
- The specific actions alleged to constitute bullying and harassment, discrimination, sexual harassment or misuse of managerial/supervisory authority;
- The dates of these specific actions;

- Names of witnesses;
- An explanation of why the actions complained of constitute bullying and harassment, discrimination, sexual harassment or misuse of manager/supervisory authority;
- An outline of the steps which have been taken to resolve the matter, and;
- The remedy sought.

Where a written complaint is filed, the excluded manager will review the written complaint and provide a copy to their People Services Consultant to determine how the complaint will be addressed. Once next steps have been determined, they will be communicated to the Complainant as soon as possible, but in no circumstance longer than fourteen (14) days. During this fourteen (14) day period, the Employer may take steps to resolve the complaint and, where appropriate, may refer the matter for investigation, which will be completed without unreasonable delay.

(e) Investigation of Written Complaints

Where a written complaint is received, the Employer may, depending on the circumstances of the case, appoint an Investigator to conduct an investigation into the allegations set out in the complaint. The investigator will interview the Complainant and Respondent as soon as possible, interview any witnesses, document the situation, and produce a report of investigative findings, which will be shared with all parties. To protect employee privacy, specific corrective or disciplinary action taken as a result of the investigation will not be disclosed.

(f) Appeal Process

If the outcome of the complaint is not satisfactory to the Union, the Union may refer the matter to the CEO or their designate. The CEO or their designate will discuss the matter with the Union President or their designate within 30 days. If the parties are unable to determine a mutually agreeable resolution, they may engage a neutral third party to assist with a final resolution, which may involve a mediator or an arbitrator to render a final resolution.

1.04 Human Rights Code

Community Living British Columbia (CLBC), in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the B.C. *Human Rights Code*.

Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context. Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, gender identity or expression, political beliefs, and criminal or summary offense unrelated to their employment. Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under the B.C. *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the British Columbia Human Rights Tribunal or to the process specified in Clause 1.03 – Complaint Process.

In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.03 – Complaint Process.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 – Grievances.

1.05 Invalid Articles

If any article or section of this Agreement or of any riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected.

1.06 Replacement of Articles Held Invalid

In the event that any article or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree, they shall submit the dispute to the procedure as outlined in Article 9 – Arbitration.

ARTICLE 2 – RECOGNITION AND RIGHTS

2.01 Bargaining Agent

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

2.02 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the Nurses' bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

The parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the facility or unit and to the degree to which employees, at varying levels, are involved either in the formation of Community Living British Columbia (CLBC) policy or in the process of Employer-employee relations.

The guideline to be considered in negotiating exclusions shall be:

- (1) position incumbents employed for the primary purpose of exercising senior management functions;
- (2) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit.

2.03 Scope of Agreement

This Agreement applies to all employees in the bargaining unit as defined in this Agreement but does not apply to the Director of the Provincial Assessment Centre (PAC), which is an excluded position. It is understood that any additional excluded position will be subject to negotiations between the Employer and the Union.

2.04 No Discrimination for Union Activity

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

2.05 Individual Contracts

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.

2.06 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

2.07 Notice Boards

The Employer will provide adequate space on bulletin boards located in each unit the sites to be determined by mutual agreement, for the posting of such notices as the Union may from time to time wish to post.

2.08 Accessibility

Union representatives and elected representatives of the Union shall have access to the Provincial Assessment Centre (PAC) by first notifying the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Provincial Assessment Centre (PAC).

The Union will provide the Employer with names of Union representatives and elected representatives for dealing with Employer representatives. The Employer will provide the Union with names and positions of their designated representatives for dealing with the Union.

2.09 Precedence of Agreement

In the event that there is a conflict between the content of this Agreement and any policy made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said policy. Written rules and policies governing the conduct of employees covered by this Agreement shall be sent to the Union.

2.10 Accessibility of Employer's Policies

All employees covered by this Agreement shall be given access, upon request, to any policies or circulars which pertain to or affect this Agreement.

2.11 Strikes and Picket Lines

(a) It is mutually agreed that there shall be no strike or lockout, whether sympathetic or otherwise, during the term that this Agreement shall be in force, except as provided in the *Labour Relations Code* in respect of a dispute arising in the bargaining of a subsidiary collective agreement.

(b) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code*. Failure to cross a picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

(c) Any employee refusing to cross a picket line shall be considered to be absent without pay unless such refusal does not unduly interfere with the proper discharge of their duties, in which case the employee shall not suffer loss of pay.

(d) The Employer agrees not to instruct employees to perform tasks other than they would expect to perform in the normal course of their duties.

(e) In the event of a strike, proposed strike or apprehended action by a Union other than the signatory to this Agreement, the Employer and the Union agree to meet in order to determine the essential and emergent services which will be continued by the employees.

2.12 Rights of Witnesses

With respect to disciplinary matters, the Union and the Employer have the right to question witnesses and potential witnesses, and agree to the following:

(a) No employee shall be coerced by either party in respect to any investigation in which they may be a witness or potential witness.

(b) An employee has the right to be accompanied by a representative of the Union when being questioned by the Employer providing that this does not result in an undue delay of action being taken.

(c) Every effort shall be made to provide suitable temporary office accommodation, where required, when interviews take place.

(d) The Employer and the Union are obligated to provide each other, when asked, with the names of those who they may consider, or know, to have witnessed the event or events, which give rise to a particular grievance.

2.13 Local Standing Joint Committee

(a) Establishment of Committees

A Local Standing Joint Committee shall be established, consisting of equal numbers of employees nominated by the Union and Employer representatives with a minimum of two (2) and a maximum of four (4) from each party. The Committee may use additional persons for technical information or advice.

(b) Meetings of Local Standing Joint Committee

The Committee shall meet at least once every quarter or as required at a mutually agreeable time and place. Employees shall be without loss of basic pay for time spent on the Committee

(c) Chairperson of Meeting

An Employer representative and an employee nominated by the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(d) Responsibilities of the Committee

(1) Assigned Responsibilities

(i) The Committee shall deal with responsibilities specifically assigned to it under the terms of this Agreement.

(ii) Where this Agreement uses the terms “by mutual agreement”, “local arrangements”, or similar terms, and where it is evident that these terms do not apply to another committee(s) of the Union and the Employer nor to arrangements between an

individual employee and their supervisor, these matters shall be referred to the Local Standing Joint Committee.

(iii) Unless otherwise expressed in this Agreement, all recommendations of the Committee are subject to the approval of the Bargaining Principals. Where the members of the committee cannot come to an agreement on matters referred to it, the opposing positions will be reduced to writing and referred to the Bargaining Principals for solution.

Where the Bargaining Principals fail to agree, the question will be handled under the provisions of Article 8 – Grievances.

(iv) The Committee may appoint standing or ad hoc sub-committees to deal with specialized problems. The sub-committee(s) shall be responsible to the Local Standing Joint Committee.

(v) There is no restriction against the Local Standing Joint Committee acting as the Safety Committee, provided that the provisions of the *Workers' Compensation Act* and regulations are complied with.

(2) Continuing Responsibilities of the Committee

The Committee may concern itself with the following general matters:

- (i) Reviewing suggestions from employees and questions of working conditions and service (but not grievances), so that better relations shall exist between the Employer and its employees.
- (ii) Correcting conditions causing grievances and misunderstandings.
- (iii) Studying issues arising from changing conditions and concepts in nursing care and treatment of patients.

(a) Limitations

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement, except the recommendations to be made under Clause 2.13(d) – Responsibilities of the Committee. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Bargaining Principals.

ARTICLE 3 – UNION AND PROFESSIONAL SECURITY

3.01 Membership

All Employees shall as a condition of continued employment, become and remain members of the Union.

3.02 Membership in Professional Bodies

As a condition of continued employment, it is the responsibility of the employee to obtain and maintain membership in those licensing bodies or associations as are necessary to maintain professional standing as a Nurse. Regular full-time and part-time employees who have completed their initial probationary period will be entitled to reimbursement of their annual licensing fee to a maximum of four hundred dollars (\$400),

effective February 1, 2021, upon application and presentation of a receipt.

Reimbursement of annual licensing fees also applies to auxiliary employees effective February 1, 2021, upon application and presentation of a receipt, provided they have worked for the Employer a minimum of four hundred (400) hours between January 1 and December 31 of the previous calendar year. Reimbursement amount shall be prorated based on hours worked in relation to annual FTE hours, to a maximum of four hundred (400) dollars per year.

ARTICLE 4 – CHECK-OFF OF UNION DUES

- (a) At the time of initial employment, the Employer shall determine or confirm the registration status of every new and transferred employee. Such employees shall be identified as having:
 - (1) Practicing registration as a registered nurse in British Columbia;
 - (2) Practicing registration as a registered psychiatric nurse in British Columbia;
 - (3) Practicing registration as both a registered nurse and a registered psychiatric nurse in British Columbia.
- (b) New employees shall sign an authorization of dues deductions form, described in Memorandum of Understanding #4 (Pre-employment Eligibility and Check-off Administration). A copy of such authorization will be forwarded to the Union.
- (c) The Employer agrees to deduct from the wages of each employee in the bargaining unit, whether or not such employees are members of the Union, the amount of the regular membership dues payable to the Union by a member of the Union.
- (d) The Employer shall deduct from each employee who is a member of the Union any assessments levied in accordance with the By-Laws of the Union and owing by the employee to the Union.
- (e) Dues shall be remitted to the British Columbia Nurses' Union.
- (f) Deductions shall be made in each payroll period of each month and membership dues or payment in lieu thereof shall be considered as owing in the pay period for which they were deducted.
- (g) All deductions shall be remitted to the Union within thirty (30) calendar days after the date of deduction and the Employer shall provide a list of names of those employees from whose salary deductions have been made. The list will indicate additions and deletions to the list, and the amounts deducted from each employee. The list will be in alphabetical order.
- (h) The Union will advise the appropriate pay office of any discrepancies.
- (i) The Employer shall supply each employee without charge a receipt for income tax purposes 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.
- (j) No employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.

(k) The Employer will provide the Union with a list of new bargaining unit employees within thirty (30) calendar days of being hired. The list will include the classification of each employee and will be provided in a mutually agreed format.

ARTICLE 5 – UNION TO INTERVIEW NEW OR TERMINATING EMPLOYEES

Where operational requirements permit, the steward and/or the elected representative will be given an opportunity to meet new or terminating employees as a group, within regular hours and without loss of pay, for not more than thirty (30) minutes once each month.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.01 Rights

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer except as this Agreement otherwise specifies.

6.02 Supervisory Officials

The Employer shall submit the names of the supervisory officials designated to deal with the Union.

ARTICLE 7 - STEWARDS

7.01 Recognition of Stewards

The Employer acknowledges the right of the Union to appoint stewards.

7.02 Area of Responsibility

The Employer and the Union shall by mutual agreement determine the area and jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure. The Union shall notify the Employer in writing of the names of such appointments.

7.03 Duties and Responsibilities

The duties of stewards include the investigation of complaints of an urgent nature, investigation of grievances, and assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, supervision of ballot boxes and other related functions during ratification votes, attending meetings called by the Employer's representative, to accompany employees at meetings of a disciplinary nature, to attend selection panels when nominated by their Union, and to handle other related duties normally accorded to Union stewards.

Stewards shall be entitled to reasonable time without loss of basic pay to perform these duties when:

- (a) the steward does not leave their workplace; or when
- (b) attending as an observer on a selection panel away from their workplace but within their headquarters' geographic location, and when the selection panel is conducting an interview for a position at the employee's workplace; or when
- (c) meeting with representatives of the Employer away from the employee's workplace, at the request of the Employer.

A steward must seek permission from their immediate supervisor before leaving their work station. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward shall notify the supervisor.

A steward who, while off duty, wishes access to the workplace shall first notify the designated supervisory official. No steward shall be relocated from one unit or sub-unit to another as a disciplinary measure because of such legitimate Union activities as are described in this section.

ARTICLE 8 - GRIEVANCES

8.01 Definitions

A grievance is:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) A dispute involving the dismissal, suspension, or discipline of an employee bound by this Agreement.

8.02 Failure to Act

If the Union fails to present a grievance to the next step within the prescribed time limits the grievance shall be deemed to be abandoned.

8.03 Step 1

The Employer and the Union agree that every effort shall be made to settle the dispute at the local level. The aggrieved employee with or without their Union steward shall discuss the matter with their local designated supervisor and shall request a resolution of the matter from the supervisor. If the supervisor fails to resolve the matter to the satisfaction of the employee, or fails to respond to the employee's request for resolution, within the prescribed time, the employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

8.04 Time Limit

An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so no later than thirty (30) days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.05 Step 2

Subject to the time in Clause 8.04 (Time Limit) the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance through the Union representative or steward to the representative designated by the Employer with the authority to handle grievances at Step 2 who shall provide the employee with a dated receipt.

8.06 Time Limit

The representative designated by the Employer shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

8.07 Step 3

The Union may present a grievance at Step 3:

- (a) within fourteen (14) days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) days after the Employer's reply was due.

8.08 Time Limit

- (a) At this level of the grievance procedure, the grievance shall be submitted to the Employer's Step 3 designate. The Employer's Step 3 designate will discuss the grievance with a representative of the Union with a view to settlement of the grievance. In any event the Employer's Step 3 designate shall reply in writing to the grievance within thirty (30) days of receipt of the grievance.
- (b) This step may be waived, by mutual agreement, by the Step 3 designate and such shall be in writing.

8.09 Amending Time Limits

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

8.10 Administrative Provisions

Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by email, registered mail, courier or any other means mutually agreed to by the parties. Where the matter is presented by email, registered mail, courier, or other mutually agreed to means, it shall be deemed to be presented on the day on which it is registered or otherwise recorded with the transmitting body and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer and the Union.

8.11 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising out of an employee's suspension with or without intent to dismiss, the grievance shall commence at Step 2 of the grievance procedure. At Step 2 the Employer shall respond to the grievance within seven (7) days instead of fourteen (14) days as indicated in Clause 8.06 – Time Limit.
- (b) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration in accordance with the provisions of Article 9 – Arbitration. Notification of intent to arbitrate and a copy of the grievance shall be submitted to Human Resources with a copy to the CEO within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.

8.12 Group Grievance

Where a grievance as defined in Clause 8.01(a) (Definitions) appears to affect two (2) or more employees of this Agreement, a group grievance may be initiated at Step 1 by one of the affected employees. Group grievances presented in writing at Step 2 shall include a list of all known employees who are party to the grievance.

8.13 General Application Dispute

Where either party disputes the general application, interpretation or alleged violation of an Article of this Agreement, they shall notify the other party in writing within:

- (a) Sixty (60) days of the date on which the Union or Community Living British Columbia (CLBC) were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) Sixty (60) days of the date on which the employees or the local employer first become aware of the action or circumstances giving rise to the grievance;

whichever occurs first.

Notwithstanding the foregoing:

Where either party disputes the general application, interpretation or alleged violation of an ongoing matter they shall notify the other party and the dispute may be designated a “general application dispute” by either party.

The dispute shall be discussed initially with Community Living British Columbia (CLBC), or the Union, as the case may be within thirty (30) days of either party receiving notice. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in Article 9 (Arbitration) of this Agreement.

8.14 Investigations and Documents

- (a) Union representatives and stewards shall have the right to investigate including questioning witnesses, and shall have access to all documents directly related to the grievance including statements of witnesses, and upon request shall receive copies of all such documents.
- (b) Official notes, minutes, and/or transcripts taken at any step of the grievance procedure by either party to the grievance shall be provided to both parties.

8.15 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the employer’s representatives will not initiate any discussion or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

8.16 Technical Objections

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities.

8.17 Nullification

In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

8.18 Suspensions Pending Investigation

When the Employer suspends an employee without pay for the purposes of investigating an allegation of any form of misconduct, the Employer shall advise the employee of the expected approximate length of time the Employer may require to carry out such investigation. The Employer shall be prudent and expeditious in its investigation.

ARTICLE 9 - ARBITRATION

9.01 Notification

Where a dispute between the parties arises related to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitral or where an allegation is made that a term or condition of employment has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 (Grievances) and within sixty (60) days of the receipt of the reply at the third step or within sixty (60) days after the reply was due, advise the other party of its desire to submit the matter to arbitration.

9.02 Composition of the Board of Arbitration

(a) The party requesting arbitration shall, in its notification under Clause 9.01 (Notification), propose the name of a single arbitrator to act as the Board of Arbitration. The recipient of the notice shall, within fourteen (14) days, notify the other party of its agreement to the proposed arbitrator, or propose the name of another arbitrator.

(b) Notwithstanding (a) above, either party may indicate to the other party, within fourteen (14) days of receipt of written notice pursuant to Clause 9.01 (Notification), if it chooses to have the matter heard by a three (3) person arbitration board. Both parties shall then have fourteen (14) days to name their appointee to the three (3) person board. The two (2) appointees shall then meet to select an impartial chairperson.

9.03 Failure to Appoint

If the parties fail to agree to a single arbitrator under Clause 9.02(a) (Composition of the Board of Arbitration) or if the two (2) appointees fail to select a chairperson within fourteen (14) days under Clause 9.02(b) (Composition of the Board of Arbitration), the appointment of a single arbitrator or chairperson, as the case may be, shall be made by the Chair, Labour Relations Board.

9.04 Board Procedure

The Board may determine its own procedure in accordance with the relevant legislation and shall sit, hear the parties, and settle the terms of the question to be arbitrated and make every effort to conclude its award expeditiously.

9.05 Decision of the Board

The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding on all parties. Where there is no majority, the decision of the Chairman shall be the decision of the Board.

9.06 Disagreement on Meaning of Decision

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

9.07 Expenses of Board

Each party shall pay the costs and expenses of its appointee to the Arbitration Board and share equally the costs and expenses of the Chairman.

9.08 Amending Time Limits

The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

9.09 Resubmission to Arbitration

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction the question shall, at the request of either party, be submitted to another Arbitration Board appointed under the provisions of this Article.

9.10 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to Expedited Arbitration any outstanding exclusion request, or outstanding grievance filed at arbitration, with the exception of group grievances or general application disputes.
- (b) An expedited arbitration decision respecting an exclusion request will be deemed to be an agreement between the parties.
- (c) The parties shall mutually agree upon a single arbitrator(s) who shall be appointed to hear the grievance and render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (d) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) Notwithstanding (a) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the usual process.

ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE

10.01 Dismissal

The Employer may dismiss an employee for just cause. Notice of dismissal shall be in writing stating the reasons for the dismissal. A copy of the dismissal notice shall be sent to the Union.

10.02 Suspension

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing stating the reasons for the suspension. A copy of the suspension notice shall be sent to the Union.

The Employer has the right to assign anyone, including a member of a bargaining unit, the authority to suspend. A list of designates shall be provided to the Union.

10.03 Rejection During Probation

- (a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 8.11 (Dismissal or Suspension Grievance) of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee believes they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may grieve the decision and the grievance may be filed directly at arbitration in accordance with Article 9 – Arbitration.

10.04 Return to Former Classification

(a) When an employee who has been promoted, including a promotion to an excluded position, is rejected by the Employer during the probationary period, or where, during the probationary period, the employee decides that the position to which they have been promoted is unsuitable, the Employer will make every effort to return them to a position at their former classification, if one is available, within their geographic location, without loss of seniority. If a position at their former classification, within their geographic location is not available, the Employer shall provide other suitable employment within the employee's geographic location and shall place the employee in the first position at their former classification, within their geographic location, when a vacancy occurs.

(b) Where an employee feels they have been aggrieved by a decision of the Employer, under provision (a) above, they may initiate action through the grievance procedure, at Step 2.

10.05 Unauthorized Absence

Where an employee fails to report for duty for ten (10) consecutive working days, the employee shall be deemed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

10.06 Assessment of Professional Competence

Where disciplinary action against an employee is related to professional competence, such matters shall be assessed by supervisory or management employees who are members of the nursing profession.

10.07 Disciplinary Procedure

(a) In all cases where the Employer considers the employee's conduct may warrant disciplinary action (such as suspension with the intent to dismiss, suspension without the intent to dismiss, demotion, reprimand) the Employer shall make every effort to take such action at a meeting with the employee. Where such a meeting is conducted the employee shall be informed in advance of the nature of the complaint(s) being considered. At any meeting with the Employer, which may result in disciplinary action, or where the employee has reason to believe they will face a disciplinary action, the employee shall have the right to have a steward present and to state their side of the case.

(b) Should an employee refuse or fail to represent themselves at a meeting called for the purpose of disciplinary action, or refuse or fail to request to be accompanied by a steward it may be considered by both the Employer and the Union that the employee has abandoned their rights to further representation on the matter by the Union. The refusal or failure of the employee to represent themselves shall not prejudice the Employer from proceeding with disciplinary action.

(c) A steward shall have the right to consult with and/or to have a Union representative present and/or participate in any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the action being taken.

10.08 Unjust Dismissal or Suspension

Should an employee be dismissed or suspended, and it is later established that such dismissal or suspension was unjust they shall be returned immediately to their former status in all respects and shall be compensated for any loss of earning they may have suffered by reason of such dismissal or suspension unless otherwise determined by arbitration.

10.09 Disciplinary Records

An employee will receive a copy of all written censures, letters of reprimand, adverse reports and adverse evaluations/performance appraisals. Should an employee dispute any such entry on their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request, any such document, other than performance appraisals shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction. Any additional days on a leave in excess of thirty (30) days will not be included in the eighteen (18) month calculation. For example, a leave totalling thirty-five (35) consecutive days occurs during the eighteen (18) months, the expiration/removal date would then be extended by five (5) additional days. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.10 Appraisal Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provisions shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an appraisal report unless the signature indicates disagreement with the appraisal. An employee shall receive a copy of their appraisal at the time of signing.

Any additions or changes to the appraisal shall be brought to the attention of the employee. Such additions or changes shall be subject to the grievance procedure of this Agreement.

An employee who disagrees with the appraisal and so signifies in the appropriate place, shall have the right to amplify the reasons for their objections in writing, and such amplifications shall be attached to and become part of that appraisal.

ARTICLE 11 - SENIORITY

11.01 Definitions

(a) Service Seniority

A regular employee's service seniority shall be the length of continuous service with Community Living British Columbia (CLBC). For those Employees transferring as a result of the successorship effective July 1, 2005, seniority shall include the length of continuous service in the Public Service of British Columbia and Community Living British Columbia (CLBC).

(b) Classification Seniority

A regular employee's classification seniority means:

- (1) The length of service in their present classification from that date upon which an employee is last appointed to their present classification with the status of a regular employee and includes time spent by an employee substituting in or temporarily appointed to a higher classification;
- (2) relationship between one classification of employees and another as determined by the salary of the classification.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Appendix 1 (STIIP and LTD Plan – Part III – Rehabilitation Committee) or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification.

11.02 Seniority List

(a) On the last date of the payroll period immediately prior to April 1 and October 1 of each calendar year, the Employer shall provide master lists showing the seniority of all employees at the worksite. The lists shall be in seniority order. The Employer will post paper copies in the worksite where there is limited electronic accessibility. A copy shall be sent to the Head Office of the union.

The seniority lists shall contain the following information:

- (i) name;
- (ii) status (regular full-time, regular part-time, auxiliary);
- (iii) grid level;
- (iv) start date;
- (v) total hours for auxiliary employees;
- (vi) worksite;

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

11.03 Loss of Seniority

(a) A regular employee on leave of absence without pay, other than a leave of absence for an elected or appointed position in the Union, or leaves granted pursuant to Article 21 (Maternity/Parental/Adoption Leave) shall not accrue seniority for leave periods over thirty (30) calendar days.

(b) A regular employee on a claim recognized by WorkSafe BC shall be credited with seniority equivalent to what they would have earned had they not been absent and had been able to work.

(c) A regular employee shall lose their seniority in the event that:

- (1) they are discharged for just cause;
- (2) they abandon their position;
- (3) they are on layoff for more than one (1) year;
- (4) they become an auxiliary employee.

However for the purposes of Articles 12 (Postings, Transfers and Secondment) and 13 (Layoff and Recall of Regular Employees), with the exception of Article 13.08 (Severance Pay), an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded thirty (30) days. This provision applies only to employees who change their status after January 1, 2011.

11.04 Re-employment

A regular employee who resigns their position and within ninety (90) days is re-employed as a regular employee shall be granted a leave of absence covering those days absent and shall retain all rights in relation to seniority and other benefits, provided they have not withdrawn their superannuation contributions.

11.05 Bridging of Service

If a regular employee terminates their employment, as a result of a decision to raise a dependent child or dependent children, or to care for a member of the employee's immediate family as defined in Article 20 (Special Leave), and is re-employed as a regular employee, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority.

The following conditions shall apply:

- (1) The employee must have been a regular employee for at least two (2) continuous years at the time of termination.
- (2) The resignation must indicate that the reason for termination is to raise a dependent child or dependent children, or to care for a member of the employee's immediate family as defined in Article 20 – Special Leave.
- (3) The break in service shall be for no longer than six (6) years from the date of resignation.
- (4) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

11.06 Service Seniority Tie Breaker

A regular employee who had previously been an auxiliary employee and who had not lost their auxiliary seniority at the time of becoming a regular employee shall be entitled to use the equivalency of their previously accrued auxiliary seniority as the tie breaker where two (2) or more regular employees have the same regular service seniority.

ARTICLE 12 - POSTINGS, TRANSFERS AND SECONDMENT

12.01 Postings

- (a) Vacancies of a regular nature that are to be filled, for positions in the Bargaining Unit, shall be posted internally and externally and other sites as deemed necessary by the Director. Community Living British Columbia (CLBC) is not precluded from filling more than one vacancy from each posting.
- (b) The notice of postings shall contain the following information:
Nature of position, qualification, skills, whether shift work is involved, wage or salary rate or range and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of twelve (12) months from the establishment of the list.
- (d) Vacancies of a temporary nature which are known to exceed seven (7) months shall be posted within thirty (30) days.
- (e) Notices shall be posted at least ten (10) calendar days prior to the closing date of the competition except as provided for in Appendix 1 (STIIP and LTD Plan – Part III – Rehabilitation Committee).

- (f) Employees who are absent from their place of employment for periods of longer than ten (10) calendar days may make a preliminary application for, and in anticipation of, vacancies or new positions which may be posted in their absence.
- (g) Temporary vacancies of not more than seven months in duration shall be filled in accordance with Clause 27.08(b) – Temporary Substitution.
- (h) Any nurse wishing a lateral transfer should make this known to their respective Excluded Supervisor.
- (i) Copies of all nursing postings shall be sent to the Union.

12.02 Selection Panels

- (a) Appointments to and within Community Living British Columbia (CLBC) will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in the Public Service and with the Employer.
- (b) The Employer shall give whatever notice is reasonable under the prevailing circumstances to any employee selected to appear before a Selection Panel. Such similar notice will also be provided to the Union.

12.03 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with base pay and shall have their authorized expenses paid. An employee granted leave under this section shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

12.04 Union Observer

The Union may designate a person to sit as an observer on a selection panel in all selections within the scope of this Agreement. The observer shall be a disinterested party of the panel being convened. The panel chairperson must be given reasonable advance notice that an observer will be attending. This Clause shall not apply to excluded positions.

12.05 Notice of Promotions

The Employer shall notify the Union of any promotions made to positions in which the incumbent would be within the Bargaining Unit.

12.06 Notification of Unsuccessful Applicants

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful in-service applicant, or, upon request, either the name or a summary of the qualifications, skills and experience of the successful out-of-service applicant.

12.07 Appeal Procedure

- (a) An employee who is an unsuccessful applicant may request from the individual responsible for the appointment a verbal or written explanation of the reasons why they were not appointed within five (5) workdays of receiving notice of the appointment decision.
- (b) Where written reasons are requested, the Employer shall provide written reasons within five (5) workdays from the date of the request.

- (c) An employee who has made a request under (a) above may request an inquiry with respect to the appointment. Any such request must include a detailed statement specifying the grounds on which the request is made and be directed to the employer designate responsible for the position.
- (d) The employer designate who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered. The employer designate will reply within thirty (30) days.
- (e) An employee who is an unsuccessful applicant for an appointment to a position and who has made a request pursuant to (c) above and disagrees with the decision made in (d) above to confirm the appointment or proposed appointment may request a review of the appointment.
- (f) A request for a review pursuant to (e) above must be in writing and may only be based upon the grounds submitted to the employer designate under (c) above.
- (g) The following are not subject to a review and may not form the basis of a grievance:
 - (1) Staffing decisions respecting positions outside the bargaining unit;
 - (2) A temporary appointment of not more than seven (7) months in duration.
- (h) All requests for reasons, inquiry or review and submissions must be within the time period prescribed.

12.08 Demotions

Where an employee feels they have been aggrieved by any decision of the Employer relating to a demotion, the employee may proceed to Step 2 of the grievance procedure.

12.09 Secondment

(a) Definition

Secondment is a process by which the Employer may assign an employee to another agency, board, society, commission, or employer.

(b) Notice

The Employer shall make every effort to provide an employee with four (4) weeks' notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

(c) Provisions of Agreement to Apply

The provisions of the applicable current Union-Employer collective agreement shall apply to all seconded employees. The agency, board, society, commission, or employer to which the employee is seconded shall receive written notice of this section and shall be provided with copies of the relevant agreement.

(d) Grievance Procedure

The grievance procedure prescribed in Article 8 (Grievances) of this Agreement shall apply to seconded employees with the following modifications:

- (1) The Employer, in conjunction with the agency, board, society, or commission to which an employee is seconded shall designate an official who shall be considered the locally designated supervisor for purposes of Step 1.

(2) The Employer shall appoint a representative within Community Living British Columbia (CLBC) to deal with grievances of seconded employees at Step 2 and shall notify the Union and seconded employees of such designation.

(3) The Union shall appoint a steward for seconded employees and shall notify the Employer of such appointments.

(e) Professional Consultations

Employees seconded to agencies, boards, societies, commissions, or employers which do not employ any other employees in senior nursing or nursing consultative positions shall have access to nursing consultants in Community Living British Columbia (CLBC) for advice and consultation on professional nursing matters.

ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES

13.01 Principles

(a) In the event that the Employer foresees that a layoff may occur the Employer will provide the Union with as much advance notice as is reasonably possible with a view to expedite a staff reduction with the least disruption to the delivery of services and health care and to the work force. The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff.

(b) Article 12 (Postings, Transfers and Secondment) of this Agreement may not apply should employees be made offers of placement into vacancies pursuant to this Article.

(c) It is understood that employees to be retained must possess the skills, knowledge and abilities to perform the work which is available, and in the event of a layoff those employees possessing the greatest seniority will have preference to job placement, if a position is available, subject to the provisions as described in this Article.

(d) Employees subject to displacement or placement activity pursuant to Article 13 (Layoff and Recall of Regular Employees) shall be entitled to decline, without penalty, positions with dissimilar hours of work.

(e) For the purposes of Article 13 (Layoff and Recall of Regular Employees) supernumerary employee means that employee who is identified as being in excess of the number of employees required by the Employer.

13.02 Changing Status

For the purposes of this Article, an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded thirty (30) days. This applies only to an employee who changes their status after January 1, 2011.

13.03 Redundant Positions

In the event positions become redundant, or in the event that the Employer foresees that a layoff may occur for any reason, the Employer shall identify and advise the Union of those positions the Employer considers redundant, and of vacant positions, which are to be filled by regular employees, elsewhere in the worksite in the same and lesser classifications as the redundant positions.

13.04 Pre Layoff

(a) Prior to the identification of supernumerary regular employee(s) or the layoff of regular employee(s) the Employer may canvass the employees to invite any one or combination of the following:

- (1) a voluntary transfer or a voluntary demotion into a vacant position to be filled by a regular employee; or
- (2) a voluntary resignation with severance; or
- (3) where eligible, early retirement as set out in Clause 13.08(b)(1) (Severance Pay).

An employee is under no obligation to participate in the pre layoff canvass.

(b) Should an employee, in writing elect to participate in the pre layoff canvass by accepting the option(s) offered by the Employer pursuant to Clause 13.04(a) (Pre Layoff), such acceptance is final and binding upon the employee, subject to agreement of the Employer. In the event of a placement offer, the employee with the greatest service seniority shall have preference. In the event of a severance offer, the employee with the least service seniority shall receive preference.

(c) The Employer may establish reasonable time periods, not less than five (5) work days, in which responses from employees will be received for consideration.

(d) Where the pending layoffs are a result of a substantial reorganization the Employer will conduct a pre-layoff canvas pursuant to (a) above.

13.05 Identification of a Supernumerary Employee

(a) In the event there is a requirement to identify a supernumerary employee as a result of the Employer identifying redundant positions or in the event that the Employer foresees that a layoff will occur for any reason, the supernumerary employee shall be the employee with the least classification seniority within the affected classification.

(b) Such employee shall be notified in writing of their supernumerary status by the Employer and will be advised of their options as follows:

- (1) to be placed in a vacancy to be filled by a regular employee in the same or a lesser classification, or;
- (2) if no vacancy exists in the supernumerary employee's last previously held classification, to displace the employee with the least classification seniority in that classification, provided the supernumerary employee has greater service seniority than the employee identified for displacement;
- (3) in the event no displacement can be affected by the supernumerary employee pursuant to (2) above, the provisions of (2) above will be reapplied to each next lower previously held classification(s) if required.

(c) An employee displaced pursuant to (b)(2) above shall be advised in writing that they are supernumerary and will be entitled to the provisions of (b) above.

(d) Employees identified as supernumerary shall be provided a minimum of five (5) work days to inform the Employer of the option selected pursuant to (b) above.

13.06 Identification of Employee to Receive Notice of Layoff

The employee to receive a notice of layoff shall be the supernumerary employee who is unable to or elects not to exercise the options in Clause 13.05 (Identification of a Supernumerary Employee) above.

13.07 Notice of Layoff and Employee Options Upon Receipt of Notice

(a) Notice of Layoff

(1) The employee with three (3) or more years of service seniority shall be given a minimum of six (6) weeks' written notice prior to the effective date of layoff. If the employee has not had the opportunity to work their regularly scheduled shifts during the six (6) week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(2) The employee with less than three (3) years' service seniority shall be given a minimum of twenty (20) work days' written notice prior to the effective date of layoff, or pay in lieu of notice or portion thereof.

(3) The employee will also be provided a list of options and identification of vacant positions to be filled by regular employees, where applicable.

(b) Employee Options

Within five (5) work days of receipt of notice of layoff an employee shall opt for one of the following:

(1) Severance pay effective the date the layoff was scheduled to occur, in which case the employee shall be deemed to have resigned.

A regular employee who is eligible to immediately receive a pension as of the effective date of layoff, and who has opted for and is entitled to severance pay shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the BC Pension Corporation, to the severance pay compensation.

(2) To be placed, effective the scheduled date of layoff, on a recall list for a period of up to one (1) year, for the purpose of recall to a regular position. Recall of employees from this recall list shall be in order of regular service seniority as of the scheduled date of layoff. Seniority accumulated as an auxiliary employee accepting option (b)(3) below shall not apply. Should an employee decline a recall or fail to respond to a recall within five (5) days, then such employee shall be deemed to have abandoned all rights under the Collective Agreement. Should an employee not be recalled during the one (1) year period, they shall be removed from the recall list and given severance pay in accordance with (1) above;

(3) To be placed onto the auxiliary recall list. This option may be elected along with the option described in (b)(2) above. Such regular employees shall be considered more senior than auxiliary employees for the purpose of the assignment of available auxiliary work. Employees electing this option will be considered to have regular status only for purposes of the benefits contained within Appendix 1 (STIIP and LTD Plan) and 25 (Health and Welfare). For all other contractual purposes, such employees will be considered to have "on-call" auxiliary status pursuant to Clauses 29.01(b) (Terms of Employment) and 29.06(b) (Application of Agreement). In order to maintain the Appendix 1 and Article 25 benefits, employees must work 1200 hours at the straight time rate for each preceding twelve (12) month period;

(4) A regular employee who has been promoted within six (6) months of the effective date of layoff from another position may opt to displace the employee currently filling the position

originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater service seniority;

(5) To accept an available temporary assignment. Upon conclusion of the temporary assignment the employee will be required to select an option pursuant to (b) above.

(c) Employees who are offered placement to a vacancy shall be given ten (10) calendar days to accept or decline such offers. Should an employee decline one job offer at their same classification level they shall claim severance pursuant to Clause 13.08 – Severance Pay.

(d) Employees who are to be displaced pursuant to the provisions of Clause 13.06 (Identification of Employee to Receive Notice of Layoff) shall receive notice of layoff and shall be entitled to the options contained in Clause 13.06.

(e) An employee shall not accumulate seniority as a regular employee while on layoff.

13.08 Severance Pay

(a) Severance pay for employees with less than three (3) years' service seniority shall be an amount equal to one (1) week's pay for every year of service as a regular employee or major part thereof to a maximum payment equivalent to three (3) weeks' pay.

(b) Severance pay for employees with three or more years of service seniority shall be three weeks current salary for each year of service or major part thereof.

The employee will not receive an amount greater than twelve (12) months' current salary. If the employee's severance entitlement is the result of voluntary resignation pursuant to Clause 13.04 (Pre Layoff), the maximum amount will be twelve (12) months' current salary.

(c) Severance pay may be converted to time at the request of the employee.

13.09 Orientation Period

Employees placed into vacancies, auxiliary positions, recalled to regular positions, or placed into positions as a result of exercising displacement rights will be provided with job orientation.

13.10 Joint Committee

(a) The Joint Committee shall be constituted to provide for continuing consultation and cooperation between the parties with respect to the orientation and placement of employees who have three (3) or more years of seniority and who are subject to layoff.

(b)

(1) The Joint Committee shall consist of five (5) representatives, two (2) appointed by the Union, two (2) appointed by the Employer, and a Chairperson.

(2) The Chairperson shall be appointed jointly by the parties.

(3) The Committee shall meet as required during working hours and leave without loss of pay shall be granted to committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.

(c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 (Layoff and Recall of Regular Employees) where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.

(d) The Chairperson of the Committee shall, at the request of either party, sit as an arbitrator over any disputes pertaining to the application or interpretation of Article 13 (Layoff and Recall of Regular Employees) after the parties have reviewed and attempted to resolve the dispute.

(e) The Employer will make available to the Committee a monthly list of vacant positions and a list of the employees issued notices, laid off, retired, received severance pay, or place pursuant to Article 13 (Layoff and Recall of Regular Employees), by classification.

(f) The Joint Committee shall establish a schedule of comparable classifications.

(g) The Employer agrees to supply the Joint Committee with as much notice as possible regarding expected employees to be designated for layoff.

Note: for the purposes of this clause, and where the Committee considers it appropriate, the following definition of “comparable” may be used to effect a placement:

“comparable” includes a job with a salary range not more than four (4) grid levels below or one (1) grid level above the employee’s original classification.

Where the definition is used, an employee shall not utilize the displacement/ bumping options to obtain a promotion.

13.11 Savings Clause

(a) No provision of the Agreement shall act as a bar which may inhibit or prevent the Employer from transferring, placing, or displacing employees pursuant to this Article.

(b) Failure to exercise an option within prescribed time limits will result in a loss of entitlements set out in this Article and an employee will be deemed to have resigned without further recourse.

13.12 Copies of Correspondence

The Union shall be provided copies of notices of supernumerary status, notices of layoff and letters of placement given to employees pursuant to the operation of Article 13 – Layoff and Recall of Regular Employees.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1,827, which is the equivalent to an average of thirty-five (35) hours per week. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an individual employee may not work the exact annual hours, however, all work schedules shall be based on an average of 1,827 hours.

A week shall be deemed to be any seven (7) consecutive calendar days.

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

14.02 Work Day

The hours of work shall be seven and one-half (7 ½) consecutive hours, interrupted only by the meal break as provided in Article 14.03 – Meal Breaks.

14.03 Meal Breaks

Meal time of a minimum of thirty (30) minutes to a maximum of forty-five (45) minutes shall be scheduled during an employee's work day. Should an employee be recalled to duty during a meal break, additional time shall be provided later in the day, or repaid at overtime rates.

14.04 Rest Periods

A rest period is a paid interval which is included in the work day or shift and is intended to give the employee an opportunity to have refreshments and/or a rest:

- (a) Two (2) rest periods of fifteen (15) minutes each will be granted during each full work day or shift. One (1) rest period of fifteen (15) minutes will be granted during a work day of three and one-half (3 ½) to six (6) hours duration.
- (b) These rest periods will be taken away from the area of direct patient care, subject to the employee being readily available for recall.
- (c) Where an employee is called back during a rest period, or is unable to take their rest period(s) according to the foregoing provisions, the rest period will be granted at another time during the work day or shift.
- (d) Subject to local arrangements, employees on a full afternoon or night shift may take their rest periods consecutively.
- (e) Employees assigned to a night shift shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half hours (3 ½), but not more than six (6) hours, shall receive one (1) rest period during such shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift.
- (f) Effective January 1, 2022, an employee unable to take their rest period because the Employer directs them for operational reasons to work through their rest period shall be credited with the missed rest period at straight-time rates if the Employer prevented them from taking the rest period by the end of that workday.

14.05 Consecutive Days Off

Two (2) days off a week will be scheduled consecutively and no employee shall be required to work more than five (5) consecutive days without two (2) days off. This Clause shall not apply to a casual auxiliary employee hired expressly to replace employees who are on sick leave or vacation.

14.06 Attendance Security

Regular employees who report for work for which they are scheduled shall receive payment for the full day or shift at the applicable rate, except when the employee:

- (a) leaves work without authorization;

- (b) is sent home for disciplinary reasons.

14.07 Compensation - Escort Duty

An employee required to act as an escort to a patient will be compensated as follows:

- (1) All hours in excess of seven and one-half (7 ½) in any one day (or multiples of seven and one-half (7 ½) hours for two (2) or more days) will be paid at overtime premium rates, providing they return by the first available transport system, after surrendering their charge.
- (2) Where the employee has elected and has been given permission to return at a later time or date, the employee shall be on unpaid leave of absence from the time of surrendering their charge to the time of commencing their return journey, at which time they will commence their regular rate of pay.
- (3) In respect of (2) above, an employee may utilize vacation and/or Article 26 (Accumulation of Time) credits to avoid loss of earnings.
- (4) In the event of the employee being unable to return by any transport system as a result of adverse weather conditions following the surrendering of their charge, they will be reimbursed for such accommodation and subsistence expenses in accordance with the rates applicable to travel status. Under such circumstance, overtime payments are inappropriate, but there shall be no loss of basic pay.
- (5) Where, however, circumstances of (4) are appropriate but the employee's charge has not been surrendered, e.g. travel restrictions occur between connections en route, they are considered to be still on duty and therefore will be subject to compensation shown under subsection (1) above.

14.08 Health and Convenience

- (a) Rooms suitable for consumption of beverages and meals will be provided.

In facilities where meal service is currently provided for employees, meal service shall continue to be provided and be available on the day and afternoon shift at times which are concurrent with the established kitchen hours. Cost for such meals shall be the basis of raw food plus services costs.

- (b) A room(s) will be set aside away from the work station to provide staff privacy during breaks. The room shall be minimally equipped for making hot and cold beverages. Chattels will be provided at no cost to the employees. The room will be equipped with one or more couches and (or) chairs.
- (c) Lockers which can be locked shall be provided for the safekeeping of personal belongings. These lockers may be located in the staff rooms.

14.09 Meal Allowance

Employees who are required to be away from their base facility on Employer's business shall receive a meal allowance when:

- they are required to work the major part of the work day beyond a radius of thirty-two (32) kilometres from the facility; or
- at the time of the scheduled meal break they are more than thirty (30) minutes travel time from their base facility; or
- they are required in the performance of their official duties to purchase a meal.

ARTICLE 15 - SHIFT AND ROTATION

15.01 Shift Designation

The day shift shall be the first shift worked in each day, the afternoon shift shall be the second shift, and the night shift shall be known as the third shift in each calendar day.

15.02 Shifts, Shift Schedules, and Shift Rotations

- (a) All employees covered by the provisions of this Agreement shall continue to work shifts and rotations currently in effect.
- (b) Once an employee is assigned to a specific rotation of shifts and days off, the Employer will make every effort to ensure that this rotation is maintained.
- (c) Notwithstanding the provisions of subsections (a) and (b), an employee may be required to work five (5) consecutive days to provide for the changing of shifts and/or rotations. It is agreed that the interruption to the four (4) days on and two (2) days off shift pattern shall be kept to a minimum.
- (d) To meet the principle needs of the Service as defined under Clause 1.01 (Preamble), changes in shifts, shift schedules, and shift rotations may be determined at Local Standing Joint Committee Level, subject to the written approval of the Bargaining Principals.
- (e) If the Employer rosters and employee in such a manner that the employee is indebted to the Employer, such indebtedness shall not be repayable.

15.03 Shift Differential

- (a) Employees working an afternoon shift or night shift shall receive shift differential for all hours worked on the shift.
- (b) Shift differential shall be:
 - \$1.40 per hour for the afternoon shift (*effective April 1, 2016*)
 - \$1.50 per hour for the night shift (*effective April 1, 2016*)
- (c) Shift differential will apply to overtime hours worked on an employee's regularly scheduled work day. The shift differential which will be paid will be the shift differential for the shift within which the overtime is worked.
- (d) Employees covered by Employer-Union approved flex-time or modified work week arrangements, who, by their own volition, choose to begin their shift at a time which qualifies them for shift differential, shall not be entitled to the differential.

15.04 Break Between Regularly-Scheduled Shifts

If regularly-scheduled shifts are scheduled so that there is not a period of at least fifteen (15) hours and forty-five (45) minutes between the end of one work period ("shift A") and the beginning of the next ("shift B"), overtime rates will apply to hours worked on the succeeding work period ("shift B") within the twenty-four (24) hour period (counting from the end of shift A).

15.05 Shift Cycles

- (a) All shift cycles shall not last less than twelve (12) calendar days, nor more than thirty (30) calendar days. The foregoing shift cycle lengths may be lessened or extended to allow a shift change on employees' scheduled days off.
- (b) By mutual agreement between an employee and their supervisor, an employee may work two (2) or more consecutive cycles on the night shift.
- (c) Supervisory personnel (Nurse Level 7 and 9) on their own initiative and with agreement from local management may reduce or increase their shift cycle lengths.

15.06 Shift Assignment

Rosters covering a minimum of twenty-four (24) days shall be posted fourteen (14) calendar days in advance, and any subsequent change shall be subject to the provisions of Clause 15.05 – Shift Cycles.

- (a) In the event that any such employee's schedule of hours of work is changed without 48 hours advance notice, and if such change is the result of another employee utilizing a benefit provided for by the provisions of the Agreement, such as sick leave, bereavement leave, or for reasons attributable to another employee, the employee will receive a premium of eighty-five cents (\$0.85) per hour for work performed in the first shift to which they changed, in addition to their regular pay.
- (b) In the event that any such employee's schedule of hours of work are changed after the hours of work schedule has been posted, and if such change in schedule is the result of indiscriminate rostering by the Employer, the employee shall receive pay at overtime rates for work performed on the shift to which they changed.

15.07 Rotations and Adjustment

- (a) There shall be no pay back for short fall in the shift systems.
- (b) Shift employees shall work a pattern of four (4) days' work and two (2) days off (4-2 shift pattern).
- (c) All other employees shall work a pattern of five (5) days' work and two (2) days off (5-2 shift pattern).
- (d)
 - (1) Shift employees working the 4-2 shift pattern where the length of the scheduled work shift is seven (7) hours and thirty (30) minutes, exclusive of meal break, will earn a surplus of time off the equivalent of ten (10) working days per year, in addition to any compensation or premium due under Clause 18.07 (Shift Workers), which shall be paid in accordance with the provisions of Clause 26.02 – Compensation for Surplus Time.
 - (2) Employees working the 5-2 shift pattern where the length of the scheduled work shift is seven (7) hours and thirty (30) minutes exclusive of meal breaks will earn a surplus of time off the equivalent of seventeen (17) working days per year, in addition to any compensation or premium due under Article 18 (Paid Statutory Holidays). The time shall be paid by permitting the employee to schedule off one of the days owing each month at a time convenient to the employee but subject that minimum operational requirements are maintained, and the remaining five (5) days shall be paid in accordance with Clause 26.02 – Compensation for Surplus Time.

- (3) Part-time employees will earn a surplus of hours and receive repayment on a prorated basis.

15.08 Changing or Trading of Shifts, Rotations of Shifts, or Rest Days

With suitable advance notice to their supervisor, employees shall normally be allowed to trade shifts, rotations, and/or rest days, providing no extra cost to the Employer will result and that:

- (a) the replacement employee is of a similar and/or acceptable level of ability, qualifications, and experience; or
- (b) that coverage of the unit will not be adversely affected.

15.09 Volunteering for Shifts

(a) Volunteers for any shift will be utilized whenever and wherever practicable, providing this does not involuntarily restrict the rotation of other employees, except where an employee is engaged in a professional development program.

(b) All shift staff who are prepared to remain indefinitely on the afternoon or night may be granted permission to do so, providing this:

- (1) is administratively practicable;
- (2) in no way adversely affects the coverage of the ward or unit, or patient treatment program;
- (3) does not interfere with the employee's professional development and knowledge of various conditions and programs.

With thirty (30) days' notice and after four (4) months' service, including such notice, the Employer may recall employees to rotation.

15.10 Rotation Between Teams

(a) Employees can normally expect (and will be expected) to remain on the same team or in the same area for approximately eighteen (18) months. No staff shall be permitted to remain on a team if by doing so they restrict the rotation of others.

(b) Staff assigned as in (a) above may request a move at any time after three months after assignment to a given team if the request is supported by sound reasons. Before such a request is refused, it shall be referred to the appropriate excluded manager. At the end of eighteen (18) months or more on a given team, the employee requesting transfer to another team may be transferred at the next shift change, but in any case not more than sixty (60) days following the request. Any application issues arising from this Clause shall be referred to the Local Standing Joint Committee.

(c) Requests made pursuant to (b) above shall not be unreasonably denied.

(d) Temporary reassignment to cover vacation, illness, and similar absence of employees shall be on a compulsory basis of rotating the employees involved, although timely volunteering will be considered.

(e) The Employer shall notify an employee at least fourteen (14) calendar days in advance of any move to another team or area except in the case of temporary assignment made necessary by operational requirements, in which case as much reasonable notice as possible will be provided.

(f) Subject to the limiting factors of Clause 15.10 (Rotation Between Teams) of this Agreement every attempt will be made to place employees on the team or in the area of their choice, subject to the provisions of proper and adequate patient coverage.

(g) Where nursing procedures are required to be performed by members of a specific sex, every reasonable effort will be made to ensure that a member of the appropriate sex is available to carry out these procedures.

In cases where specific nursing procedures come into dispute as to the appropriateness of the assignment, such shall be referred to the Local Standing Joint Committee with views, if any, being received from the Human Rights Commission.

Failure to reach agreement shall be dealt with under the provisions of Clause 2.13(d)(1)(iii) (Local Standing Joint Committee – Responsibilities of the Committee) of this Agreement.

(h) The Employer undertakes to work toward maximizing the professional nursing element in the job content for all employees in the bargaining unit.

15.11 Shifts, Variations and Flexibility

(a)

(1) Notwithstanding any provision to the contrary contained in Article 15 (Shift and Rotation), the following hours of work provisions shall apply for the following enumerated classes of employees.

- Program nurse positions as agreed by the parties
- Admissions Nurses, all facilities
- Staff Trainers, all facilities
- (Any other position agreed to by the parties from time to time)

(2) For existing incumbents of the topic functions there shall be two (2) work schedule options, either current schedules in effect, or, by mutual agreement at the local level, a seven (7) hour day, day shift, Monday to Friday, with statutory holidays off.

(3) In the event of vacancies or newly created positions in sub-clause (1), the Employer at the local level may establish the work schedule as being a seven (7) hour day, day shift, Monday to Friday with statutory holidays off. This information will be included in any relevant posting.

(b) Notwithstanding any provisions to the contrary in Article 15 (Shift and Rotation), the representatives of the Employer and the Union at the local level may establish variations to the current shifts and rotations. Any varied work schedule shall meet the following criteria:

(1) All varied schedules must conform to the program requirements necessary for the delivery of service.

(2) All work schedules shall meet the annualized hours of work.

(3) Any work schedule shall not contain scheduled overtime.

(4) Two-thirds (2/3) of the affected incumbent nurses must agree to the varied work schedule.

(5) The varied work schedule shall be reflected in the form of a memorandum between the bargaining principles before it is implemented.

(6) In the event that either the Employer or the Union at the local level, or either of the bargaining principles, determine that such a changed work schedule is no longer desirable, then said schedule shall be cancelled upon one (1) months' notice.

(c) By mutual agreement between the individual employee(s) and the Employer at the local level, employees classified at Level 7 and 9 may schedule their work on a flexible basis. Scheduling of work on a flexible basis shall meet the following criteria:

(1) The program requirements necessary for the delivery of service are maintained.

(2) The annualized hours of work must be met. The employee may be requested to keep an accurate record of actual hours worked which will be submitted to their supervisor.

(3) No premium or penalty contemplated on Articles 15 (Shift and Rotation) or 17 (Overtime) shall apply where it results from an employee self-scheduling their work on a flexible basis. Hours worked in excess of the seven (7) or the seven and one-half (7 ½) in a work day initiated or scheduled by the Employer shall attract the premiums contemplated in Articles 15 and/or 16.

(4) In the event either the employee(s) or the Employer at the local level, or either of the bargaining principles, determine such flexible scheduling of work is no longer desirable, then it shall be cancelled.

15.12 Placement and Duties of Employees

(a) No employee shall be required to work alone on a ward if the employee indicates to the supervisor that the employee believes the situation may be unsafe.

(b) In concert with other affected bargaining units, placement of male and female employees on shift and rotations as well as units shall, as a minimum, adhere to the following principles:

(1) The modesty, safety, and health of the patient must be assured;

(2) The safety and health, as well as reasonable modesty, of the employee must be assured.

(c) The local union organization or local management may refer differences of interpretation of modesty, safety, and/or health to the Local Standing Joint Committee referred to in Article 2.13 – Local Standing Joint Committee.

ARTICLE 16 – IN CHARGE

(a) Employees classified at the Nurse 4 level only, shall receive a special allowance of nine dollars and thirty-eight cents (\$9.38) per shift worked where such employees are “in-charge”. This allowance will apply when the majority of the shift is worked and shall not be pro-rated.

(b) Where the incumbent of a higher paying position is temporarily absent for three (3) or more hours, employees classified at the Nurse 4 level only and “in-charge” shall receive a special allowance of one dollar and twenty-five cents (\$1.25) per hour worked.

(c) In the circumstances of (b) above, Clause 27.08 (Temporary Substitution) will only apply where the temporary absence is known in advance to exceed sixteen (16) consecutive shifts. If the Employer determines that it will not designate an employee pursuant to Clause 27.08, then (a) above will apply.

- (d) Where a position is vacant, the Employer shall determine whether to designate an employee to substitute pursuant to Clause 27.08 (Temporary Substitution) or make temporary appointments.
- (e) An employee shall not receive both the “in-charge” special allowance and substitution pay on any given shift.
- (f) “In-charge” means assuming supervisory and/or administrative duties over and above regular clinical duties, but is not a designation pursuant to Clause 27.08 (Temporary Substitution) to assume the principal duties of a higher paying position.
- (g) The “in-charge” special allowance payable under (a) and (b) shall be paid according to classification seniority within the facility designations described below.
- (h) The Employer will consult with the Union respecting expected duties for employees who are assigned “in-charge” responsibilities as defined in (g) above.
- (i) Nothing in this Article is intended to detract from the Employer’s ability to assign nurse supervisors (defined as bargaining unit Nurse Levels 4, 5, 7, 9 or excluded nurse) to any shift, nor to designate Nurse Level 4 for temporary substitution pursuant to Clause 27.08 (Temporary Substitution) or make temporary appointments.

ARTICLE 17 – OVERTIME

17.01 Definitions

- (a) “Overtime” means work performed by a full-time employee in excess or outside of their regular scheduled hours of work.
- (b) “Straight-time rate” means the hourly rate of remuneration.
- (c) “Time and one-half” means one and one-half times the straight-time rate.
- (d) “Double-time” means twice the straight-time rate.
- (e) “Double-time and one-half” means two and one-half times the straight-time rate.

17.02 Authorization and Application of Overtime

- (a) An employee is entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) In the case of an emergency or any other legitimate circumstance where it is not possible for an employee to obtain advanced authorization to work overtime, the employee will be entitled to receive overtime.

17.03 Overtime Entitlement

- (a) A full-time employee will be entitled to compensation for authorized overtime in excess of scheduled daily, weekly, monthly, annual, or other hours of work at the applicable overtime rates.

(b) An employee who works less than the normal full-time hours of work shall be entitled to compensation for authorized overtime for hours worked in excess of the normal full-time daily, weekly, monthly, annual or other hours of work at the applicable overtime rates.

For hours worked up to and including the normal full-time daily, weekly, monthly, annual or other hours of work the employee shall be paid at the rate of straight time.

(c) Overtime worked shall be compensated at the following rates:

(1) Time and one-half for the first two (2) hours of overtime on a regularly scheduled work day;

(2) Double-time for hours worked in excess of (1);

(3) Double-time for all hours worked on a day of rest. The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(d) For the purposes of calculating the hourly rate, an employee's bi-weekly rate shall be divided by seventy (70).

(e) Overtime shall be calculated in thirty (30) minute increments. An employee working five (5) minutes or less of overtime shall not receive overtime compensation, unless such is a regular occurrence.

17.04 Recording of Overtime

Employees shall record starting and finishing times, and the circumstances, of overtime worked and sign the appropriate form determined by the Employer.

17.05 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

17.06 Overtime On Designated Paid Holidays

(a) Overtime on a designated paid holiday shall mean authorized time worked which is in excess of the employee's regularly scheduled hours of work on a designated paid holiday, or time worked on a scheduled day off, where such day off is a designated paid holiday.

(b) An employee who works authorized overtime on a designated holiday shall be compensated at the rate of double time for the overtime hours worked, except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half.

17.07 Overtime On Travel Status

An employee on travel status who is required to travel on Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

17.08 Overtime Meal Allowance

(a) An employee who is required to work a minimum of two and one-half (2 ½) consecutive hours overtime before or after, but joined to their scheduled hours of work, shall be provided with a meal or shall be reimbursed in the amount of:

- \$15.30 (effective April 1, 2012)

A meal break of one-half (1/2) hour with pay at the straight time rates shall be provided.

(b) An employee who is required to work continuously six and one-half (6 ½) or more hours overtime, excluding the overtime meal break in clause (a), shall receive a further meal or allowance and break as in clause (a). This entitlement shall continue upon the completion of every three (3) hours of overtime worked thereafter.

(c) This Clause shall not apply to an employee who is on travel status which entitles them to claim lodging and/or meals.

17.09 Out-of-Pocket Expenses

Employees performing their duties within their headquarters area, not on travel status but away from their worksite, may claim reasonable out-of-pocket expenses such as meals, subject to the approval of the Employer.

17.10 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

17.11 Right to Refuse Overtime

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

17.12 Call-out Provision

A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

17.13 Pre-Arranged Overtime

A regular employee who reports to work for pre-arranged overtime, shall be paid a minimum of three (3) hours at the appropriate overtime rate unless the duration of the work assignment is known in advance by the employee.

17.14 Rest Interval

(a) An employee required to work overtime beyond their regularly scheduled shift shall be entitled to seven (7) hours and forty-five (45) minutes clear between the end of the overtime work and the start of their next regular shift. If seven (7) hours and forty-five (45) minutes clear are not provided, overtime rates shall apply to hours worked on the first regular shift.

(b) In the event that the next regular shift referred to in (a) above falls on a designated holiday listed in Clause 18.01 (Designated Paid Holidays), then in addition to the compensation for the designated holiday, the employee will be paid an additional one half (1/2) time payment for the first two (2) hours worked on the regular shift; single time payment for all hours worked on the regular shift in excess of the first two (2) hours.

17.15 Transportation

Transportation will be provided to employees who are required to work other than their normal working hours when public or private transportation facilities are not available.

17.16 Contact While Off-Duty

It is recognized that there may be occasions that demand an employee be contacted during their off-duty time by the Employer or supervisory personnel or by subordinates who report directly to the employee. In such cases, the time so worked will be credited to the hours worked for those working a flexible schedule or recognized as overtime for those employees not working a flexible schedule. In all such cases, it is

understood that Clause 17.08 (Overtime Meal Allowance), Clause 17.12 (Call-out Provision), and 17.14 (Rest Interval) do not apply.

ARTICLE 18 – PAID STATUTORY HOLIDAYS

18.01 Designated Paid Holidays

The following have been designated as paid holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

18.02 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

18.03 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, and the employee does not work the holiday, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provisions of this Clause:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

18.04 Holiday Falling on a Scheduled Work Day

- (a) An employee who works the majority of their shift on a designated holiday which is a scheduled work day shall be compensated at the rate of double-time in addition to their basic salary except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half in addition to their regular salary.
- (b) Employees shall have the option of taking the compensation of (a) above which is in excess of the basic salary in either cash or in time off in accordance with the provision of Article 26 – Accumulation of Time.

18.05 Holiday Coinciding with a Day of Vacation

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

18.06 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

18.07 Shift Workers

For employees on a shift pattern where statutory holidays are already included in the total number of rest days for the year:

- (a) Clauses 18.03 (Holiday Falling on a Day of Rest), 18.04 (Holiday Falling on a Scheduled Work Day) and 18.05 (Holiday Coinciding with a Day of Vacation) do not apply;

- (b) An employee who works the majority of their shift on a designated holiday which is a scheduled work day shall be compensated at the rate of single time in addition to their basic salary except for Christmas and New Year's when the compensation shall be at the rate of time and one-half in addition to their regular salary.

Employees shall have the option of taking the compensation in excess of the basic salary in cash or in time off in accordance with the provisions of Article 26 – Accumulation of Time.

18.08 Conversion of Hours and Part-Time Entitlement

Statutory holidays and lieu days - Where an employee is granted a designated paid holiday pursuant to Article 18 (Paid Statutory Holidays) or a lieu day pursuant to Clauses 18.03 (Holiday Falling on a Day of Rest) or 18.04 (Holiday Falling on a Scheduled Work Day), the time off granted will be seven (7) hours per day for the designated paid holiday or for the lieu day for a full-time employee and prorated, based on the following formula, for a part-time employee:

straight time hours worked in the previous thirty (30) calendar days divided by the straight time hours of work of a full-time employee for the same thirty (30) calendar day period.

ARTICLE 19 - ANNUAL VACATION

19.01 Entitlement

- (a)
 - (1) Each employee will earn annual vacation based on their years of continuous service with the Employer. A year of continuous service is defined as service performed from a given date in one (1) month to the immediately preceding date twelve (12) months later.

 - (2) Vacation Year - For the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

First Vacation Year - The first vacation year is the calendar year in which the employee's first anniversary falls.

Employees on vacation are not subject to recall to duty.

(b) Each employee will be entitled to receive an annual vacation as follows:

Vacation Year	Total Hourly Entitlement	Daily Equivalent	
		7 hr. shifts	7 1/2 hr. shifts
1	140	20	18.667
2	140	20	18.667
3	140	20	18.667
4	140	20	18.667
5	140	20	18.667
6	147	21	19.600
7	154	22	20.533
8	161	23	21.467
9	168	24	22.400
10	175	25	23.333
11	182	26	24.267
12	189	27	25.200
13	196	28	26.133
14	203	29	27.067
15	210	30	28.000
16	217	31	28.933
17	224	32	29.867
18	231	33	30.800
19	238	34	31.733
20	245	35	32.667

Where an employee's regularly scheduled work day is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

(c)

(1) An employee who commences initial employment and who completes six (6) months' service prior to the completion of the calendar year in which such service commenced would be entitled, subject to the scheduling of vacation, to take any earned vacation period prior to January 31st of the following year and the provisions of Clause 19.01(a)(2) and (b) (Entitlement) do not apply.

(2) Should an employee resign while being indebted to the Employer for vacation time taken, but not earned, the Employer shall take repayment from the employee's final cheque(s).

(d) An employee may carry over up to ten (10) days' vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. The Employer may under special circumstances, i.e. extended trip, education, or compassionate grounds, permit an employee to take five (5) extra days of vacation prior to entitlement.

(e)

(1) Full-time employees working a partial year shall earn one-twelfth (1/12) of the annual vacation entitlement for each month in which the employee has received at least ten (10) days' pay at the straight time rate.

(2) Regular part-time employees shall earn vacation credit on a prorated basis calculated month by month, and shall be entitled to the same number of calendar days without recall to duty as regular full-time employees, as provided in Clauses 19.01(a) (Entitlement) and 19.02 – Scheduling of Vacation.

19.02 Scheduling of Vacation

(a) Employees can take annual vacation during the entire calendar year. Employees may submit their requests for vacations any time prior to October 1st of the current calendar year, the date when the formal notice for vacation requests for the following calendar year is posted. All employee requests for vacation selection shall be completed by November 30th.

In order to facilitate the employee's ability to select appropriate time off for vacation, the Employer will allow a maximum of two (2) nurses off on vacation, per calendar day.

All employees must have exercised their seniority rights by November 30th. An employee who does not exercise their seniority rights by November 30th shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

The final date for posting the completed vacation schedule shall be December 31st of each calendar year.

(b)

(1) An employee who splits their vacation shall not receive the choice of when they wish to take their subsequent portion of their vacation until all other employees in the unit or sub unit have made their choice.

(2) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.

(3) The provisions of sub-clause (2) do not prohibit an employee from adjoining the entitlement for two (2) vacation years, subject to the provisions of Clause (d) herein, however in such case the provisions of sub-clause (2) do not apply to the vacation entitlement for the second vacation year.

(c) Once a vacation schedule has been posted it may only be changed by mutual consent. Employee requests for changes in a previously approved vacation schedule shall not be unreasonably withheld and approval is subject to operation requirements.

(d) Seniority for vacation schedules is to be calculated on the basis of continuous service and not on the basis of classification seniority. The service seniority principle is to be followed at the sub unit level.

(e) The Employer will make every effort to ensure that vacation periods are granted in conjunction with rest days in order to ensure a maximum number of consecutive days' absence.

- (f) Where vacation scheduling arrangements other than the foregoing may be more appropriate at a local level, the Employer and the Union may vary the vacation scheduling procedures.

19.03 Salary During Vacation Period

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

19.04 Approved Leave of Absence With Pay During Vacation

When an employee is eligible for short-term illness and injury plan benefits, bereavement leave, or leave pursuant to Clause 20.04 (Leave for Court Appearances) or 20.08 (Civil Emergency) during their vacation period, there shall be no deduction from the vacation credits for such leaves. An employee who seeks to have their vacation displaced under this section must provide the Employer with the necessary substantiating documentation.

The period of vacation so displaced shall be taken at a mutually agreeable time. If not taken by March 31st of the following vacation year, it shall be paid in cash, unless carried over and taken in accordance with Clause 19.01(d) – Entitlement.

19.05 Vacation Leave on Retirement

An employee scheduled to retire and to receive pension benefits under the *Public Service Pension Plan Rules* shall be granted full vacation entitlement for the final calendar year of service.

19.06 Separation Allowance

An employee leaving Community Living British Columbia (CLBC) without having received their annual vacation for that year shall be allowed pay in lieu of earned vacation at regular rate of pay.

ARTICLE 20 – SPECIAL LEAVE

Definition

For the purposes of Article 20 (Special Leave) “immediate family” means spouse, parent, child, brother, sister, father in-law, mother in-law including the father and mother of a same sex partner; or a relative who permanently resides in the employee's household or with whom the employee permanently resides.

20.01 Bereavement Leave

In the case of bereavement in the employee's immediate family, an employee, not on leave of absence without pay, shall be entitled to special leave without loss of basic pay, from date of death to and including the day of the funeral, with if necessary, a time allowance for return travelling. Further time may be granted at the Employer's discretion. Such leaves shall normally not exceed five (5) working days. It is understood that the employee has the ability to split the five (5) day entitlement between the date of death and the date of the funeral. In the event of the death of a relative such as grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law the employee shall be entitled to special leave without loss of basic pay of up to one (1) day for the purpose of attending the funeral. Other cases may be considered on their merit. For the purposes of this Clause only, “immediate family” shall include “grandchild,” “step-child,” “step-sibling” and “step-parent”.

For the purposes of this article, funeral may be represented by any other traditional ceremony service or gathering.

20.02 Leave for Professional Association/College Duties

(a) Elected or appointed officials shall be given leave of absence without pay in order to attend short monthly, special membership, or executive meetings of the professional association(s)/college(s). This will be determined by operational requirements, and local management receiving advance notice of not less than forty-eight (48) hours. The term “short” shall be deemed to apply to periods not exceeding ninety (90) minutes.

(b) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the national professional association(s) or their successor organization(s). Time allotment shall be the number of days of the meeting and conference(s) plus reasonable travelling time. The employee will be entitled only to the time they actually require and may be required to substantiate their claim.

(c) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the provincial professional association(s)/college(s). Time allotment shall be the number of days of the annual meeting and conference(s) plus reasonable travelling time actually required. They may be required to substantiate claims.

(d) Leave of absence without pay shall be granted to employees for attendance at meetings of which the prime function it is to carry out the duties required by the legislation governing registered nurses and registered psychiatric nurses.

(e) Leave of absence without loss of basic pay shall be granted for attendance at professional meetings established by Community Living British Columbia (CLBC).

(f) Employees who are elected to the board of their professional association/college will be granted time off without pay including reasonable travel time to attend regular or special meetings of their board.

(g) Leave of absence without pay shall be granted for attendance at other professional meetings not exceeding one (1) week.

(h) Consideration of leaves requested under Clause 20.02 (Leave for Professional Association/College Duties) (b) to (e), and (g) shall be determined by operational requirements and the Employer receiving advance notice of not less than ninety-six (96) hours.

20.03 Union Business or Public Duties

(a) Union business shall be considered good cause for leave of absence without pay and on at least five (5) days' notice in writing, to the appropriate local management, leave of absence without pay shall be given to any designated employee or employees for the purpose of conducting Union business, subject to mutual agreement, if the Employer considers the numbers appointed to be excessive. The Employer may waive any portion of the notice period. The employee shall retain all benefits and security however, such leave will be without salary.

(b) Employees who are members of the Union's Negotiating Committee shall be granted leave of absence without loss of basic pay, including travelling time, in order to conduct negotiations. The provisions of Article 17 (Overtime) do not apply.

(c) Employees who are members of the Union's Negotiating Committee will be granted leave of absence without pay to attend preparatory negotiating meetings.

- (d) Employees attending third party hearings at the request of the Union will be granted leave of absence without pay.
- (e) The Employer shall grant, on written request, leave of absence without pay:
 - (1) for employees to seek election in the Municipal, Provincial, or Federal or Aboriginal Community Government Election;
 - (2) for employees elected for a full-time position with the Union, or anybody with which the Union is affiliated, for a maximum period of five (5) years;
 - (3) for employees elected to a public office for a maximum period of five (5) years.
- (f) To facilitate the administration of Clauses (a), (c), (d) when leave of absence without pay is granted, it shall be with pay, and the Union agrees to reimburse the Employer for the appropriate salary and benefit costs including travel time.

20.04 Leave for Court Appearances

- (a) The Employer shall grant leave without loss of basic pay to employees other than employees on leave without pay to serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

20.05 Reduction of Benefits

Employees on leave of absence with pay shall retain all benefits in their absence including, but not limited to, increment increases, educational bonus payment, paid vacation, holiday pay, all health and welfare benefits, classification and seniority, but not including shift differential, maximum security allowance, on-call payment, and/or overtime. On return to active employment, leave time shall be counted as service time with the Employer.

20.06 Leave for Committee Meetings

Employees who are representatives of the Union serving on Standing Joint Committees, their subcommittees, or other Employer-Union committees called for shall be granted leave without loss of basic pay when attending such joint committee meetings. The Employer shall not bear the cost of expenses incurred by the Union's representatives.

20.07 Her Majesty's Forces

- (a) Where an employee is required to take annual training with Her Majesty's reserve forces, special leave shall be granted without pay; provided, however, that where it is certified that the pay and

allowances granted by Her Majesty's reserve forces are less than the remuneration ordinarily received from the Employer, the employee shall be paid the difference between the reserve forces pay and their Employer remuneration.

(b) Where an employee takes the annual reserve forces training during their annual vacation leave they shall, during such annual leave, be paid their full remuneration from the Employer in addition to any pay and allowances received from the reserve forces.

(c) Where an employee makes application to attend, as a delegate, meetings of service associations related to Her Majesty's Forces or the conference of the defence associations, special leave may be granted without pay; provided, however, that where it is certified that any pay and allowances received whilst attending the aforementioned meetings are less than the remuneration ordinarily received from the Employer, the employee may be paid the difference between such pay and allowances and their Employer remuneration.

(d) Where an employee makes application to take a prescribed course of training for the purpose of qualifying for a higher rank in the reserve forces special leave for the purpose may be granted; such special leave to be without pay.

(e) If an employee who was granted leave of absence for the purpose of enlisting with the forces of the Crown was discharged from the forces and immediately came under the jurisdiction of the Department of Veterans' Affairs, their leave of absence continues until their discharge from the care of the Department of Veterans' Affairs.

(f) Employees shall be granted leave of absence from the Employer in order to serve with Her Majesty's forces or with an allied force on active duty and shall on their return to the employ of the Employer return to their former classification and shall have all time served with the Armed Forces credited as if it were time served with the Employer.

20.08 Civil Emergency

Employees summoned to control a forest fire, flood, or other civil emergency will be retained on the payroll of the Employer and will receive the regular rate of pay for their working day position for a normal working day. If an employee is required to control a civil emergency beyond their normal working day they may be paid for the extra hours by the authority involved, such as the Forest Service, at regular rates. If an employee is on vacation with pay at the time of the summons to control a forest fire, flood, or other civil emergency, the number of days fighting such an emergency shall not be credited to their vacation leave provided that any remuneration other than overtime is turned over to the Employer and their vacation days shall be rescheduled to a mutually convenient time.

20.09 Elections

For the purpose of voting in a Federal, Provincial, Municipal or Aboriginal Community Government Election, whether such election be Province-wide, a by-election, or a referendum, employees eligible to vote shall be granted necessary time off without loss of pay of three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot. Employees who have a period of three (3) or four (4) consecutive hours, as applicable, off either prior to reporting to duty or after leaving duty shall not be entitled to such leave. Employees with less than three (3) or four (4) clear hours outside of working hours in which to vote shall be allowed the necessary time off duty so that three (3) or four (4) clear hours are available.

20.10 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances or for other valid reasons. Such requests are to be submitted in writing for approval by the Employer. Approval shall not be unjustly delayed or withheld. If leave is refused, reasons for the refusal shall be given to the employee in writing.

20.11 Household Emergency

Where there is a serious household or domestic emergency an employee shall be granted necessary time off without loss of basic pay, in order to make suitable arrangements. Such leave will be limited to a maximum of one (1) day at any one time, and on not more than three (3) occasions per calendar year. The Employer may grant additional leave with or without pay, as the occasion merits. The employee may be required to provide supporting evidence under such circumstances.

20.12 Family Illness

An employee is entitled, after notifying their supervisor, to a maximum of two (2) consecutive days at any one time to care for an ill member of the immediate family. The Employer reserves the right at any time to call for a report by a physician. For the purpose of this clause, “child” includes a child over the age of eighteen (18) residing in the employee’s household who is permanently dependent on the employee due to mental or physical impairment.

20.13 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for employees with dependent children (in need of medical and/or dental care) shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.15 – Special Leave Limitation. “Medical, dental and/or registered midwife appointments” include only those services covered by the B.C. Medical Services Plan, the Employer Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.15 (Special Leave Limitation) the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee’s place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of five hundred and ten dollars (\$510) effective April 1, 2019, five hundred and twenty (\$520) effective April 1, 2020, and five hundred and thirty dollars (\$530) effective April 1, 2021, per calendar year.

(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.

(d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

(e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the five hundred and ten dollars (\$510) effective April 1, 2019,

five hundred and twenty dollars (\$520) effective April 1, 2020, and five hundred and thirty dollars (\$530) effective April 1, 2021, reimbursement, once per calendar year.

(f) For the purposes of this clause, “child” includes a child over the age of eighteen (18) residing in the employee’s household who is permanently dependent on the employee due to mental or physical impairment.

20.14 Special Leave

(a) An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

(1) Attend wedding of employee’s child – one (1) day

(2) Birth or adoption of the employee’s child – two (2) days

(3) Moving household furniture and effects – one (1) day

(4) Attend funeral as pall-bearer or mourner – maximum one-half (1 ½) day

(5) Attend their formal hearing to become a Canadian citizen – one (1) day

(6) Marriage of the employee – three (3) days

(7) In the case of serious illness or hospitalization of a parent or step-parent of the employee, when no one other than the employee can provide for the needs of the parent or step-parent, and, after notifying their supervisor – two (2) days per calendar year (this may be used in one-half (1/2) shift increments)

(8) Court appearance for hearing of employee’s child – one (1) day

(9) Child custody hearing – one (1) day per calendar year

(10) employee or employee’s child is a victim of domestic violence – three (3) days per calendar year

(b) Two (2) weeks’ notice is required for leave under (a)(1), (3), (5) and (6).

(c) For the purpose of (a)(1), (3), (4), (5), (7), (8) and (9) leave with pay will be only for the work day on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (3) an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (3) on two (2) occasions within the preceding twelve (12) months.

(e) for the purpose of special leave under (a)(10), the employee may choose to take the leave with pay intermittently up to three (3) days or in one continuous period.

20.15 Special Leave Limitation

(a) For leave provided in Clause 20.11 (Household Emergency), 20.12 (Family Illness), 20.13 (Leave for Medical and Dental Care) and 20.14 (Special Leave) the maximum length specified for each

circumstance shall not be exceeded; however, a leave may be granted more than once for the same circumstance within a calendar year provided that the total of such leaves do not exceed seventy (70) hours per calendar year, unless additional special leave is approved by the Employer.

(b) Regular part-time employees shall be entitled to leave with pay pursuant to Clauses 20.11 (Household Emergency), 20.12 (Family Illness), 20.13 (Leave for Medical and Dental Care), and 20.14 (Special Leave) providing the total days on which leave is required does not exceed ten (10) working days per year. Pay for such day(s) where leave is required shall be on a pro-rata basis.

Examples:

(c)

(1) An employee on a 2-4 shift pattern where the normal shift pattern is 4-2 would be entitled to pay for each working day of special leave required up to thirty-five (35) hours per year.

(2) An employee working four (4) hours per day in a unit whose normal shift is seven (7) hours per day would be entitled to four-sevenths ($\frac{4}{7}$ or 0.571) of a day's pay for each working day of special leave required up to forty (40) hours per year.

(3) An employee who is scheduled to work ten (10) seven and one-half ($7\frac{1}{2}$) hour days per month would be entitled to pay for each working day of special leave required up to thirty-two point eighteen (32.18) ($10 \times \frac{70}{21.75}$) hours per year.

20.16 Service Breaks

Approved absences without pay shall not be considered breaks in service. This does not mean an employee will accumulate or accrue benefits as though they were working, but that they will maintain existing benefits already accrued.

Health and welfare benefits shall continue during such absences and the employee shall pay the full Employer and employee portions for each full calendar month(s) that the employee receives no salary payment.

20.17 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

20.18 Extended Child Care Leave

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.03(a) (Loss of Seniority), the following conditions shall apply:

(a) The employee's application shall be submitted to the Employer at least four (4) weeks prior to the expiration of Article 21 – Maternity/Parental/Adoption Leave.

(b) The combined length of leaves under this Clause and under Article 21 (Maternity/Parental/Adoption Leave) shall not exceed eighteen (18) months.

(c) The employee's return to work requirements of Clauses 21.08(b) (Benefits Continuation) and 21.11 (Maternity and/or Parental Leave and/or Pre-Adoption Leave Allowance Repayment) shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.09 – Deemed Resignation.

- (d) Upon return to work from this leave, the employee shall be placed in their former classification.

20.19 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. Notwithstanding Clause 11.03(a) (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 – Health and Welfare.

20.20 Leave Respecting Death of Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.03(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 – Health and Welfare.

20.21 Leave Respecting Disappearance of Child

An employee is entitled to a leave of absence without pay of up to fifty-two (52) weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.03(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 – Health and Welfare.

ARTICLE 21 – MATERNITY/PARENTAL/ADOPTION LEAVE

21.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (c) The period of maternity leave may commence up to thirteen (13) weeks prior to the expected date of birth.
- (d) If an employee is absent because they are not able to perform their full duties within the six (6) weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.
- (e) An employee shall notify the Employer in writing at least four (4) weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.

21.02 Parental Leave

- (a) Upon written request an employee shall be entitled to opt for either standard parental leave of up to thirty-seven (37) consecutive weeks without pay or extended parental leave of up to sixty-three (63) consecutive weeks without pay.

- (b) Where both parents are employees of the Employer, they shall each qualify for up to thirty-seven (37) weeks or sixty-three (63) weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (1) in the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 21.01 (Maternity Leave);
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.
 - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:
 - (i) Within a fifty-two (52) week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave: or
 - (ii) Within a seventy-eight (78) week period after the week of birth of the child or placement of the adoptive child for employees who choose extended parental leave.

Such leave request must be supported by appropriate documentation.

21.03 Maximum Combined Entitlement

An employee's combined entitlement to leave pursuant to 21.01 (Maternity Leave) and 21.02 (Parental Leave) is limited to fifty-two (52) weeks for those who opt for standard parental leave or seventy-eight (78) weeks for those who opt for extended parental leave.

21.04 Benefit Waiting Period Allowance

- (a) An employee who qualifies for and takes leave pursuant to 21.01 (Maternity Leave) or 21.02 (Parental Leave) and is required by Employment Insurance to serve a one (1) week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to one (1) week at eighty-five percent (85%) of the employee's basic pay.
- (b) An employee who qualifies for and takes leave pursuant to 21.01 or 21.02 and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one week at eighty-five percent (85%) of the employee's basic pay for the last week of the leave entitlement.

21.05 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.01 (Maternity Leave), shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of fifteen (15) weekly payments equivalent to the difference between the employment

insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

21.06 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 21.02 (Parental Leave), shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan¹. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave allowance, the standard parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks standard parental leave allowance between them.

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave allowance, the extended parental leave allowance will consist of a maximum of sixty-one (61) weekly payments equivalent to the overall amount the employee would have received with thirty-five (35) weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weekly payments spread out over sixty-one (61) weeks extended parental leave allowance between them.

(d) An employee's election of either standard or extended parental leave allowance is irrevocable.

21.07 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven (7) weeks (245 work hours) per calendar year with an allowance of eighty-five percent (85%) of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre-placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country, including travel, for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren).

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and

¹ *The Parental Leave and Allowance provisions apply to all births and adoptions that occurred on or after December 31, 2000.*

(3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

21.08 Benefits Continuation

(a) For leaves taken pursuant to Clauses 21.01 (Maternity Leave), 21.02 (Parental Leave), and 21.07 (Pre-Placement Adoption Leave), the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.09 (Deemed Resignation) or fail to remain in the employ of the Employer for at least six (6) months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro-rata basis.

21.09 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.01 (Maternity Leave), 21.02 (Parental Leave), or 21.07 (Pre-Placement Adoption Leave) commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 21 (Maternity/Parental/Adoption Leave) or Clause 20.18 (Extended Child Care Leave) or if they do not return to work after having given such advice.

21.10 Entitlements Upon Return to Work

(a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position within their classification without loss of benefits.

(c) Notwithstanding Clauses 19.01(e) and 19.01(d) (Entitlement), vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.01 (Maternity Leave) providing:

(1) the employee returns to work for a period of not less than six (6) months; and

(2) the employee has not received parental allowance pursuant to 21.06 (Parental Leave Allowance); and

(3) the employee was employed prior to March 28, 2001.

Notwithstanding Clause 19.01(d) (Entitlement) vacation earned pursuant to this clause may be carried over to the following year or be paid out, at the employee's option.

(d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or pre-adoption leave.

21.11 Maternity and/or Parental Leave and/or Pre-Adoption Leave Allowance Repayment

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clauses 21.04 (Benefit Waiting Period Allowance), 21.05 (Maternity Leave Allowance), 21.06 (Parental Leave Allowance) and/or 21.07 (Pre-Placement Adoption Leave), an employee must sign an agreement that they will return to work and remain in the Employer's employ for

a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.04, 21.05, 21.06, and/or 21.07 above on a pro-rata basis.

21.12 Benefits Upon Layoff

Regular employees who have completed three (3) months of service and are receiving an allowance pursuant to Clauses 21.04, 21.05 and/or 21.06 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.01 Copies of Regulations

The Employer agrees to ensure that copies of current *Workers' Compensation Act* and Occupational Health and Safety Regulation (OHSR) are available in each workplace and readily accessible to all employees.

22.02 Safe Workplace

Consistent with the provisions of the Occupational Health and Safety Regulations:

(a) No employee shall be required or expected to lift any patient without assistance, if in the opinion of the employee, the weight of the patient is excessive.

(b) The Parties will instruct their representatives on Local Joint Occupational Health and Safety Committees to review the matter of employee safety while travelling to or from their workplace. The Committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the Committees shall make recommendations to either manage or avoid the risk.

22.03 Right to Refuse Unsafe Work

(a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

(b) No employee shall be subject to disciplinary action because they have acted in compliance with (a) above and 3.12 of the OH&S regulations. OH&S regulation 3.12 is attached as Information Appendix A – Occupational Health and Safety Regulations.

22.04 Communicable Disease

(a) It is agreed that:

(1) there be active promotion for communicable disease control information, in particular Hepatitis B prevention and protocol, in individual workplaces.

(2) specifically, written information in addition to formal presentations utilizing guest speakers and audio visual materials, as appropriate should be provided.

(3) The Local Occupational Health and Safety Committee should coordinate these activities. Materials can be obtained directly from the Ministry of Health.

(b) Voluntary Hepatitis B immunization shall be provided by the Employer free of charge to the employees.

22.05 Occupational Health and Safety Committee

(a) The Employer and the Union agree to establish an Occupational Health and Safety Committee (OH&S) for the Provincial Assessment Centre (PAC). The composition will be determined through management and stewards. When the Committee is formed, it may encompass the employees of more than one bargaining unit. The Committee will meet at least monthly, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the OH&S Committee shall be sent to the Provincial Joint Occupational Health and Safety Committee as well as to the Union and the Employer. The Committee also has the responsibility:

- 1) To review reports on matters referred by Occupational Health and Safety Committee or by Community Living British Columbia (CLBC) Joint Committee and make recommendations to the bargaining principals regarding occupational health and safety matters;
- 2) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members;
- 3) To jointly develop a new or approve an existing training package on risk assessment of violence in the workplace; and
- 4) To review and recommend Violence Prevention Programs in accordance with the terms of Appendix 3 – Addressing Workplace Violence and Respect in the Health Workplace.

(b) Employees who are representatives of the Committee shall be entitled to attend meetings of the Committee and perform job site inspections and incident investigations in accordance with *Workers' Compensation Act* and Occupational Health and Safety Regulation (OHSR), and shall not suffer any loss of basic pay for the time spent.

(c) In areas where worksite inspections involve considerable travel, each worksite shall submit regular safety reports to the Committee and inspections shall be carried out when feasible or where considered necessary by a majority of the Committee.

(d) Committee business and meetings shall be scheduled during normal working hours whenever practicable. Time spent by employees attending Committee meetings or business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

22.06 Disagreement Over Recommendations

When a disagreement over unsafe working conditions is referred to the OH&S Committee, the Committee shall investigate the matter of disagreement and make its recommendations to the Employer and the Union.

22.07 Injury Pay Provisions

An employee who is injured on the job during working hours, or during a meal break while on or adjacent to the Employer's premises, and is required to leave for treatment or is sent home for such injury, shall receive payment for remainder of the shift.

22.08 Transportation of Accident Victims

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

22.09 Provincial Joint Occupational Health and Safety Committee

Either the Union or the Employer may bring matters to the attention of the Provincial Joint Occupational Health and Safety Committee at Community Living BC (CLBC).

22.10 Strain Injury Prevention

(a) The Parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illness which are work related.

(b) The Local Occupational Health and Safety Committee shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (i) the work methods and practices
- (ii) the layout and condition of the workplace and workstation
- (iii) the characteristics of objects or equipment handled
- (iv) the environmental conditions
- (v) the physical demands of work

in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplace or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

22.11 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:

Level 3 Occupational First Aid Certificate

Per bi-weekly period:

- \$59.16 (effective April 1, 2019)
- \$60.43 (effective April 1, 2020)
- \$61.55 (effective April 1, 2021)

Level 2 Occupational First Aid Certificate

Per bi-weekly period:

- \$45.90 (effective April 1, 2019)
- \$46.82 (effective April 1, 2020)

- \$47.74 (effective April 1, 2021)

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by seventy (70); however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of ten (10) work days in any month, they shall receive the full monthly allowance.

(d)

(1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCA regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), a Union representative at the worksite will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.01 – Postings.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCA regulations to undertake Occupational First Aid training in order to obtain a Certificate.

22.12 Prevention of Violence In The Workplace

The Employer and the Union recognize the need for a safe working environment free of violence or threats of violence. Violence is defined as the attempted or actual exercise by a person of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that they are at risk of injury. The Employer will implement a prevention program which includes, but is not limited to, the following elements:

(a) The Employer will conduct regular risk assessments in accordance with OH&S Regulation 4.28 and the handbook *Workplace Violence Protection*. Should the Union notify the Employer of its concern

for the safety of any worksite due to the potential of violence; the Employer will conduct a timely risk assessment to determine whether there is a risk of injury to employees.

(b) Where a risk of injury is identified from a violence risk assessment, the Employer will, in consultation with the Union, establish on a timely basis, policies, procedures and work environment arrangements to eliminate, or if that is not possible, to minimize the risk to employees. Such initiatives shall include:

(1) training of employees in the means for the recognition and reporting of the potential for violence and in the appropriate means of protecting themselves from violence;

(2) policies, procedures, documentation and work environment measures to minimize or control the risk to employees from violence including policies and procedures for protection of employees who may be required to work alone, and this information will be made available to staff;

(3) policies and procedures for the reporting and investigation of incidents and corrective action in accordance with the *Workers' Compensation Act* and Occupational Health and Safety Regulation (OHSR).

(c) Subject to statutory limitation, employees shall be informed concerning the potential for violence from a client, a person in care or custody, or another member of the public, where such a person is known to have a history of violence.

(d) Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate measures to protect employees shall be implemented.

(e) When an employee has suffered as a result of violence, the chief steward or designate of the BCNU, shall be notified as soon as is reasonably possible.

(f) The Employer shall designate an appropriate senior representative responsible for the development and support of crisis response teams for employees impacted by workplace violence. Critical incident stress defusing shall be immediately provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing and appropriate support shall be made available for all employees who have suffered as a result of the violence. Appropriate resources will be made available as soon as possible following the incident. Leave required to attend such defusing, debriefing or support sessions will be without loss of pay. The steward referred to in (e) and the Union office will be notified by the Employer where an employee is referred for such debriefing or support.

(g) An employee performing visitation to clients in the community shall have the right to request support where they are concerned about a potential violent situation. Appropriate communication equipment will be provided to nurses for visitations.

(h) Should a patient with a history of violence towards staff be placed on a unit, or should a patient develop a history of violence towards staff while on a unit, the Employer will be required to take all reasonable steps to eliminate, reduce or minimize the risk of violence.

22.13 Investigation of Accidents

(a) Consistent with Part 3, Division 10 of the *Workers' Compensation Act*, all accidents shall be investigated jointly by at least one representative designated by the Union and one representative designated by the Employer.

(b) Reports shall be submitted on the appropriate accident investigation form and copies sent to the designates from the Union and the Employer; the Occupational Health and Safety Committee; and the WorkSafeBC. Nothing in this Clause restricts the right of the Employer to require the Employer representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

(c) In the event of a fatality, Community Living British Columbia (CLBC) shall immediately notify the President of the BCNU, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

ARTICLE 23 – EDUCATION POLICY

The Employer and the Union agree that one of the means of improving the quality of nursing care and the delivery of health-care services is to provide opportunities for nurses to acquire, and put into practice, knowledge and skills essential to this end. The Employer and the Union also recognize that the responsibility for continuing education of nurses is shared by the individual nurse, the professional organization, the Employer, education institutions, and health-care agencies.

23.01 Educational Leave and Assistance

(a) Requests for educational assistance will only be considered from regular employees who have completed their probationary period.

(b) The Employer may grant educational assistance in the form of leave (with or without pay), tuition fees, expenses and/or any other monetary aid, for education programs, courses, workshops and/or seminars including cultural education courses. At no time, however, will the amount paid in salary together with any additional funding in the form of scholarships, bursaries, grants, etc., exceed one hundred percent (100%) of the employee's normal basic salary. This is exclusive of tuition fees and other expenses which may be paid or shared by the Employer and of monies paid to the employee to provide for additional expenses for approved research or relevant courses.

(c) The duration of education leave granted to employees to take advanced or special training beneficial to both the Employer and the employee, may be for varying periods of up to one (1) year. Under special circumstances, this leave may be renewed but only when the applicant shows evidence of satisfactory progress in this course during the initial leave period.

(d)

(1) Applications for educational leave for periods of four (4) months or longer must be submitted to the Employer at least two (2) months prior to the beginning of the requested leave period.

(2) Applications for educational leave for periods of less than four (4) months should be submitted to the Employer with as much lead time as practical.

(e) An eligible employee with three (3) or more years of continuous service with the Employer may be granted sabbatical leave with full or partial pay or without pay, for a period of time approved by the Employer. During the sabbatical leave it would be the obligation of the nurse to attend continuing education programs, a research project, visit other facilities, interview leaders in the health field, donate work to a community agency, or any other legitimate task which would benefit the nurse's development.

If an employee has received financial assistance from the Employer, it would be the obligation of the employee, if requested by the Employer, to pass on this information and new knowledge to their co-workers through programs of in-service education.

- (f)
 - (1) An employee shall be granted leave without loss of basic pay to take courses at the request of the Employer. The Employer shall bear the full cost of the courses and related expenses.
 - (2) An employee shall be granted leave with pay to take courses at the direction of the Employer. The Employer shall bear the full cost of the courses and related expenses.
- (g) Costs related to the basic preparation and training required for registration as a Registered Nurse or Registered Psychiatric Nurse shall be the responsibility of the individual employee.
- (h)
 - (1) An employee granted educational leave with full or partial pay shall be required to sign a statement stating that, on the completion of the leave they will remain in the service of the Employer for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic salary.
 - (2) Should they leave the service of the Employer before this period expires they shall refund to the Employer the total cost of their training, including allowance and expenses on a pro rata basis.
 - (3) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service of the Employer for a period equivalent to the leave granted, or refund any financial assistance granted under this section on a pro rata basis.
- (i) Employees required to write an examination leading toward a degree, certificate, or diploma relevant to nursing shall be granted the full day(s) of the examination(s) plus necessary travelling time without loss of basic pay.

23.02 Joint Education Committee and Jurisdiction

- (a) A joint Education Committee shall be constituted consisting of four (4) representatives, two (2) appointed by the Union, two (2) appointed by the Employer and a Chair.
- (b) The Chair shall be appointed by the four representatives of the parties. If the representatives are unable to agree on an appointment within thirty (30) days following the signing of this Agreement, either party may request the Director of the Collective Agreement Arbitration Bureau of the Labour Relations Board to appoint a Chair.
- (c) The Committee shall meet as required.
- (d) The Chair shall have the power to decide whether or not any matter under Clauses 23.01 (Educational Leave and Assistance) or 23.04 (Academic Bonuses) presented by a party is properly for consideration by the Committee.
- (e) The role of the Committee shall be to review and adjudicate disputes with respect to requests for educational assistance in the form of leave (with or without pay), tuition fees, or other monetary aid.

In reviewing and/or adjudicating disputes with regard to this Article, consideration shall be given to the following:

- (i) operational requirements;
- (ii) budget constraints;
- (iii) the best interests of the employee;
- (iv) the best interests of the Employer.

(f) The Chair shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. Each party shall pay the fees and expenses of its representatives.

(g) If the Chair should resign or be unable to act, a new Chair shall be appointed in the manner provided in (b) above.

23.03 Ancillary Bonuses

A nurse who acquires and maintains registration under the *Health Professions Act* shall receive an allowance of twenty-three dollars (\$23.00) per bi-weekly period.

23.04 Academic Bonuses

The following bonuses will be paid for the acquisition of the following academic qualifications:

(a) A regular employee who has received a Baccalaureate degree in Nursing from a recognized university in Canada or the United States will receive an additional forty-six dollars (\$46.00) bi-weekly. Effective April 1, 2021, this rate will be \$46.92 bi-weekly.

(b) A regular employee who has received a Master's degree in Nursing from a recognized university in Canada or the United States will receive an additional fifty-seven and forty-nine cents (\$57.49) bi-weekly. Effective April 1, 2021, this rate will be \$58.64 bi-weekly.

(c) A regular employee who has received a Baccalaureate degree with major in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional forty-six dollars (\$46.00) bi-weekly. Effective April 1, 2021, this rate will be \$46.92 bi-weekly.

(d) A regular employee who has received a Master's degree in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional fifty-seven dollars and forty-nine cents (\$57.49) bi-weekly. Effective April 1, 2021, this rate will be \$58.64 bi-weekly.

(e) CNA/CHA Certification in Nursing Administration, BCHA/BCIT Certificate in Nursing Administration, BCHA/BCIT Certificate in Health Care Management, CHA Certificate in Departmental Management: eleven dollars and fifty cents (\$11.50) bi-weekly. Effective April 1, 2021, this rate will be \$11.73 bi-weekly.

(f) Successful completion of a post graduate certificate or diploma program of a minimum of one (1) academic year (eight (8) months) or its equivalent from a recognized college or similar educational facility in Canada or the United States, the content of which is related to nursing practice or to the supervision of nurses: twenty-three dollars (\$23.00) bi-weekly. Effective April 1, 2021, this rate will be \$23.46 bi-weekly.

(g) A certificate, diploma or degree substantially similar in content to (c), (d), (e) and (f) above, granted by an educational facility outside Canada or the United States, at the rate equivalent to the appropriate analogous qualification listed above.

(h) These bonuses are not cumulative; the amount shown against the highest qualification will be paid where an employee has more than one such qualification.

(i) Disputes with respect to the application of this Article shall be submitted to the Committee constituted under Clause 23.02 (Joint Education Committee and Jurisdiction) above, which shall determine whether or not the disputed bonus is payable. Such disputes may be referred to the Committee for determination only after Step 2 of the grievance procedure has been exhausted.

ARTICLE 24 – NO EMPLOYEE LIABILITY

24.01 Actions of Patients

(a) When, in the proper performance of their duties, employees are supervising patients participating in authorized activities or programs, such employees shall not be held responsible for acts committed by such patients.

(b) When employees transport patients in their own or Employer vehicles in the proper performance of their duties, such employees shall not be held responsible for acts committed by such patients.

24.02 Personal Property Damage

(a) Upon submission of reasonable proof, the Employer will repair or replace employee's chattels damaged while on duty by the actions of a patient, provided such personal property be articles of a type suitable for use or wear while on duty.

(b) Upon submission of reasonable proof of damage by any patient to an employee's property the Employer will repair or indemnify.

ARTICLE 25 – HEALTH AND WELFARE

25.01 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the Employer Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

25.02 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. The extended health care plan will be the same as the extended health care plan established pursuant to the 17th Main and Component Agreements between the government of the Province of British Columbia (as represented by the BC Public Service Agency) and the B.C. Nurses' Union ("the 17th Main Agreement"). The parties agree that, should the terms of the extended health care plan established pursuant to the 17th Main Agreement change, these changes will also apply to the Employer's extended health care plan. In the event that there is a discrepancy between the information below and the Extended Health Care Plan as mentioned above, the latter will prevail. Employees shall be able to obtain details of the Extended Health Care Plan benefits, upon request, from their local human resource office.

Effective April 1, 2019, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.

The health care plan will be amended as follows:

- (1) Effective April 1, 2019, the lifetime maximum for extended health care benefits will be increased from five hundred thousand dollars (\$500,000) to three million dollars (\$3,000,000) per person, which includes coverage for out of province or out of country medical emergencies.
- (2) Effective April 1, 2019:
 - Massage therapy will be capped at seven hundred and fifty dollars (\$750.00) per annum, per person.
- (3) Effective April 1, 2019:
 - The annual deductible for extended health care benefits will be increased from eighty dollars (\$80.00) to ninety dollars (\$90.00).
 - Claims for reimbursement for hearing aids will be increased to one thousand, five hundred dollars (\$1,500) per ear per forty-eight (48) months for adults and twenty-four (24) months for children. Batteries, recharging devices or other such accessories are not covered.
 - Effective April 1, 2019 – eighty percent (80%) coverage of total eligible paramedical expenses from the first visit.
 - Reimbursement formula of eighty percent (80%) coverage for the first one thousand five hundred (\$1,500) dollars in eligible expense in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first one thousand five hundred (\$1,500) dollars would be covered one hundred percent (100%), subject to plan maximums.

Waiting period: effective April 1, 2019, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of six (6) full calendar months of regular employment to the 1st of the month following three (3) full calendar months from their date of regular employment.

Chiropractic, Naturopathic, Podiatry and Acupuncture services:

- Effective January 1, 2021, increase the maximum annual limit for chiropractic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for naturopathic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for podiatry services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for acupuncture services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.

Counselling Services: effective April 1, 2019, recognize qualified social worker in addition to registered clinical psychologist and registered clinical counsellor to the

current combined maximum of \$500 per family per calendar year for counselling services.

Eye Examination: effective January 1, 2020, increase eye examinations from the current maximum of \$75 to \$100 maximum every twenty-four (24) months for adults who are age 19 and older.

Physiotherapy Services: add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2020.

25.03 Dental Plan

(a) The Employer shall pay the premium for employees entitled to coverage under a mutually acceptable dental plan which provides:

Part A: 100% coverage

Part B: 65% coverage

Part C: 55% coverage

(b) Orthodontic services are subject to a lifetime maximum payment of three thousand and five hundred dollars (\$3,500) per patient.

(c) In relation to the above clause: Waiting Period: effective April 1, 2019, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of six (6) full calendar months of regular employment to the 1st of the month following three (3) full calendar months from their date of regular employment.

25.04 Group Life

(a) Employees shall, as a condition of employment, enroll in the Employee Basic Life Insurance of (b) below and shall have the appropriate taxable benefit and, if applicable, premium deducted from their pay. The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix B – Employee Basic Life Insurance.

For those regular employees hired on or after May 1, 1990 and any auxiliary who, on or after May 1, 1990, qualifies for Clause 25.04 (Group Life), the Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of one hundred thousand dollars (\$100,000). The Employer shall pay one hundred percent (100%) of the premium as set out above and the employee shall pay the premium for any insurance over the base minimum.

(b) For those employees enrolled in the Group Life Plan under Clause 25.04 (Group Life) prior to May 1, 1990, the Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a forty thousand dollar (\$40,000) minimum. The Employer shall pay one hundred percent (100%) for the premium on the forty thousand dollar (\$40,000) base and the employee shall pay the premium for any insurance over forty thousand dollars (\$40,000).

In lieu of this provision, any such employee may opt, in writing, to be covered by the provision of (b) above. Should such an option be exercised, that employee shall not be entitled to the provision of Clause 27.15 (Death Benefit) of this Agreement and the exercising of the option is irreversible.

(c) The employer shall offer the following optional plans for employees to purchase through payroll deduction:

- Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);
- Optional Life Insurance for employee, spouse and dependent children;
- Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.

25.05 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of Community Living British Columbia (CLBC), regular and auxiliary employees shall be covered by the terms and conditions of Community Living British Columbia (CLBC) blanket insurance policy.

(b) The amounts specified in the policy shall be paid to employees in the case of disability; and in the case of death, to the employee’s beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee’s estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

25.06 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer’s expense and on the Employer’s time, other than a medical examination under Appendix 1 (STIIP and LTD Plan) Section 1.04.

25.07 Employment Insurance

Employment insurance coverage will be provided during the life of this Agreement for employees who would, if employed by a private employer, be eligible for coverage under the provisions of the *Employment Insurance Act*.

25.08 Employee and Family Assistance Program

The Employee and Family Assistance Program shall be the Program which is negotiated for the majority of unionized employees in Community Living British Columbia (CLBC).

ARTICLE 26 – ACCUMULATION OF TIME

26.01 Compensation for Statutory Holidays, Overtime and Standby

(a) Wherever in this Agreement there are provisions made for compensation for statutory holidays, overtime, or standby, the employee may elect (subject to the other provisions of this Article) to receive that portion of the compensation which is in excess of basic salary, as cash or as time off.

(b) When an employee elects to take such compensation as time off, the employee may accumulate such time so that on any given date the employee may have an accumulation of not exceeding ten (10) days.

(c) An employee may elect at any time upon reasonable notice to convert their accumulation of time or a portion thereof to cash.

(d) An employee may elect to take their accumulated time or a portion thereof at a mutually agreed time.

- (e) Notwithstanding (b) above the Bargaining Principals may agree that the ten (10) day maximum accumulation may be exceeded for a specified time limited period and for a specified group of employees. Any such agreement must be in writing.

26.02 Compensation for Surplus Time

An employee shall be entitled to take the earned surplus time, not required to be scheduled, referred to in Clause 15.07 (Rotations and Adjustment) (i.e., 4-2 ten (10) days and 5-2 five (5) days) as cash or time off at their option. The scheduling of such time off shall be by mutual agreement at the local level subject to operational requirements. Such surplus taken in cash shall not be counted as part of the annual working hours. Such earned time off shall form part of the accumulation provided in Clause 26.01 (Compensation for Statutory Holidays, Overtime and Standby) above.

26.03 Requests for Time Off Procedures

- (a) Where deemed appropriate by the parties at the local level, a procedure shall be developed detailing when employees can apply for time off under this Article. Proposals to develop such a procedure shall be reasonably considered by the Employer. Such procedures shall be mutually agreed upon by the Employer and the Local Union. Mutual agreement shall not be unreasonably withheld. A procedure will be developed for the Provincial Assessment Centre (PAC).
- (b) The procedure in (a) above will set reasonable timeframes for when employees can apply for time off and the Employer will grant requests in a timely manner.
- (c) All requests must be submitted on the approved request form.
- (d) Requests for time off will be granted on a first come first serve basis. However, should more than one employee on a unit submit a request for the same days off, and the request forms are submitted on the same day, the most senior employee will be given preference.
- (e) There shall be no restriction on requests for time off as long as the operational requirements of the unit are met.
- (f) Once scheduled, an employee's earned day off will not be changed without mutual agreement with the employee, unless required for operational reasons.

ARTICLE 27 – PAYMENT OF SALARIES AND ALLOWANCES

27.01 Salaries

- (a) The salaries shall be in accordance with those rates negotiated by the parties and recorded in Appendix 2 (Wage Schedules) of this Agreement.
- (b) Former employees who were employed on the effective date of a salary or allowance increase shall receive full retroactivity upon written request to the payroll office.
- (c) Elimination of step 1 of all classification grids starting the first pay period after June 1, 2020. Remove step 1 from the grids in Appendix 2 (Wage Schedules).

27.02 Pay Period

- (a)

- (1) Employees shall be paid bi-weekly on every second Friday, or, when a paid holiday falls on a pay day, the immediate preceding banking day.
 - (2) Except when an employee is terminating their services or being terminated, if an employee's pay cheque or direct deposit is for an amount in excess of their entitlement, they shall nevertheless receive the pay, and the adjustments will be made on a subsequent pay day. The employee will not be expected to suffer a delay in receiving pay while adjustments are being made.
 - (3) If the employee's pay cheque or direct deposit is not available on the pay day, the Employer shall arrange for the employee to be provided, on the same day, with a pay advance in the amount required to make up the employee's full entitlement to their basic pay.
 - (4) If the employee's pay cheque or direct deposit is short of basic pay, the Employer shall, upon the employee's request, arrange for the employee to be provided with an advance in the amount required to make up the employee's full entitlement to their basic pay. Such advance shall be provided not later than eight (8) days after the pay period in which the basic pay was due.
- (b) Employees working shifts shall receive pay cheques in accordance with the following:
- (1) day shift – on the pay day
 - (2) afternoon shift – coming off the shift prior to the pay day
 - (3) night shift – coming off the shift the morning of the pay day
- (c) When a pay day falls on an employee's rest day, the Employer agrees to issue the employee's pay cheques on the last shift worked prior to the pay day, provided the cheque is available. No employee shall deposit or cash such cheque prior to the pay day.
- (d) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating financial institution of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (e) Auxiliary employees shall receive their pay cheque no later than the pay day at the end of the bi-weekly pay period immediately following the bi-weekly pay period in which the pay was earned.
- (f) All premiums and allowances payable shall be paid no later than the pay day at the end of the second bi-weekly pay period after the pay period in which the premium was earned.
- (g) A comprehensive statement detailing all payments, allowances and deductions shall be provided for each pay period.

27.03 Increment Dates

- (a) The increment date for a full-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period eighteen (18) months after the employee's date of appointment. Effective September 3, 2017, the increment date will be the first day of the pay period twelve (12) months after the employee's date of appointment.
- (b) The increment date for a part-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period after the completion of 2,614.5 hours after their date of appointment or date they received their previous

increment. Effective September 3, 2017, the increment date will be the first day of the pay period after the completion of 1743 hours after their date of appointment or the date they received their previous increment. Regular working hours are defined as non-overtime hours.

(c) For the purpose of 27.03(a) and (b) (Increment Dates), up to 875 regular working hours paid as an Interim Permit Nurse will count towards the completion of 2,614.5 (1743 hours effective September 3, 2017) regular working hours required for an increment at the Nurse 4 level, provided the 875 hours are also worked with the Employer.

(d) A leave of absence without pay, other than union, maternity, adoption, parental or education leave, for more than thirty (30) days which occurs prior to an employee's anniversary date will defer the increment and the employee's anniversary date will be adjusted by a time period equivalent to the period of leave of absence. This date will become the employee's new anniversary date for increment purposes.

27.04 Increments - Eligibility

Increments for employees eligible pursuant to Clause 27.03 (Increment Dates) shall be one (1) full step in the appropriate salary range specified in Appendix 2 – Wage Schedules.

27.05 In-hiring Rates of Pay

(a) The in-hiring rates of pay for new employees without previous experience other than student time shall always be at the minimum rates in the pay plan provided in Appendix 2 – Wage Schedules.

(b) Where a new employee to Community Living British Columbia (CLBC) is employed for a regular or an auxiliary position, salary recognition of one annual increment step for every eighteen (18) months experience shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.

Effective September 3, 2017, salary recognition of one annual increment step for every twelve (12) months experience shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.

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

(c) Notwithstanding (a) and (b) above:

Nurses previously employed by a general hospital, Regional Health Authority, the Provincial Health Authority or by a society funded directly or indirectly by the Provincial Government who within ninety (90) days of termination of employment receive an appointment to a regular position in this bargaining unit, and whose previously held position is deemed by the Employer to be commensurate with the new appointment, shall be placed on the step of the salary scale nearest to, but not greater than, their previous salary; otherwise, their commencing salary shall be in accordance with the provisions of (a) and (b) above.

27.06 Salary on Promotion or Reclassification

When an employee is promoted or reclassified to a higher paying position, the employee will receive the rate corresponding to the step in the new level that is nearest to eight percent (8%) above the employee's former salary or the minimum of the new salary level, whichever is greater, but not more than the top step of the new level.

27.07 Salary on Demotion

(a) An employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee, including a reclassification or placement pursuant to Article 13 – Layoff and Recall of Regular Employees. The employee shall remain at their current salary until the salary in the new classification attains that level, after which the employee will be entitled to regular salary increases, if any.

(b) When an employee is demoted to a lower classification for reasons other than (a) above, the reduction in salary will be the closest step to eight percent (8%), but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than eight percent (8%), the salary on demotion shall be the maximum salary of the lower position.

27.08 Temporary Substitution

(a) Employees who are designated to accept the principal responsibilities of a higher paying position shall receive substitution pay corresponding to the step of the level of the position being substituted to that is nearest to eight percent (8%) above the employee's current salary or the minimum of the level being substituted to, whichever is greater, but not more than the top of the salary range of the position being substituted to.

(b) Should the Employer decide to fill a temporarily vacant, higher paying position, designation shall be made according to classification seniority within the unit or sub unit always provided the designated employee is able or is reasonably anticipated to be able to perform the duties of the higher paying position in a satisfactory and efficient manner.

(c)

(1) Where an employee has temporarily assumed the responsibilities of a higher paying position as described above, either by designation or at the request or with the consent of the Employer for a shift or longer, the employee shall be considered as designated as a temporary substitute and shall be paid as such from and including the first such shift of assumption of responsibilities.

(2) An employee shall receive the substitution rate of pay for a designated paid holiday, and for leave under Clauses 20.01 (Bereavement Leave) and 20.14 (Special Leave) if they have worked the majority of the sixty (60) work days preceding the holiday or leave at the substitution rate of pay.

(d) Subject to (e) below, substitution pay is not payable when an employee's current position normally requires periodic substitution in the higher position as defined in the classification grade descriptors.

(e) Where the classification grade descriptors requires periodic substitution:

(1) substitution pay shall not be payable for periods of substitution of sixteen (16) consecutive shifts or less in the higher position;

(2) substitution in excess of the sixteen (16) consecutive shifts shall be payable from the commencement of the first shift of substitution;

(3) substitution is not payable for any period of substitution during vacation relief in the higher position.

(f) An employee who is temporarily detailed to carry out the duties incidental to a position which is lower paid than the position which they normally hold shall be paid their normal salary.

(g) Employees substituting in excluded positions shall retain the advantages and be bound by the terms and conditions of employment as provided in this Agreement; subject, however, that they will be required to carry out all the functions and duties of the excluded positions.

(h) The Employer will send to the Union a list (and subsequent amendments) of persons with the authority to designate employees to substitute.

27.09 Vehicle Allowance

(a) Vehicle allowances for all distances travelled on Community Living British Columbia (CLBC) business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover the distance to and from the employee’s place of residence up to a total maximum of thirty-two (32) kilometers, only when the employee is required to have their vehicle at work for use in the performance of their duties. The vehicle allowance shall be fifty-five cents (\$0.55) per km, effective April 1, 2019.

(b) Where an employee’s vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of effective April 1, 2019 \$612; effective April 1, 2020 \$624; and effective April 1, 2021 \$636.

27.10 Meal Allowance

Employees on travel status away from their headquarters shall be entitled to meal allowance for the time spent away from headquarters.

Meal Allowance shall be:

Effective April 1, 2019

Meal	Allowance
Breakfast	\$12.25
Lunch	\$14.25
Dinner	\$24.50

Effective April 1, 2020

Meal	Allowance
Breakfast	\$12.50
Lunch	\$14.50
Dinner	\$25.00

Effective April 1, 2021

Meal	Allowance
Breakfast	\$12.75
Lunch	\$14.75
Dinner	\$25.50

27.11 Return to Higher-Paid Classification

When an employee returns to a higher previously held classification within one (1) year of vacating a position at that classification level they shall return to the step in the higher grade which they enjoyed at the time of vacating their former position.

This provision does not apply to employees who had left the service of the Employer.

27.12 Accommodation, Board and Lodging Allowance

(a) Accommodation, board and lodging allowance for employees required to work away from their headquarters shall be paid in accordance with regulations pursuant to the Treasury Board Order respecting Board and Lodging and Relocation Expenses.

(b) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

(c) Employees on travel status who stay in non-commercial lodging shall be entitled to claim thirty eight dollars and fifty cents (\$38.50) effective April 1, 2016 and forty dollars and fifty cents (\$40.50) effective April 1, 2018 per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

27.13 Standby Provisions

Where regular employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated in the proportion of one shift for each twenty-four (24) hours standing by. An employee designated for standby shall be available during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this Clause do not apply to part-time employees who are not assigned a regular working schedule. It is not the policy of the Employer to have employees on standby duties during Statutory Holidays.

27.14 Retirement Allowance

Upon retirement from service, an employee who has completed twenty (20) years of service, and who under the provisions of the *Public Sector Plans Act* is entitled to receive a pension benefit on such retirement, is entitled to be paid out an amount equal to their salary for one (1) month, and for each full year of service exceeding twenty (20) years, but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

For purposes of this Article, one (1) month’s salary is:

$$\frac{\text{bi-weekly salary} \times 26.0893}{12}$$

27.15 Death Benefit

(a) When an employee dies, the period for which salary shall be paid during the month in which death occurred shall be deemed to be the full month.

(b) Payment shall be made to the spouse or the estate for vacation leave accrued by the deceased employee to date of death.

(c) Where an employee dies while working with Community Living British Columbia (CLBC), the following amounts shall be paid to the dependent or dependents, to be determined by the Employer, of the employee:

(1) If the employee has completed one (1) continuous year in the Public Service and service with Community Living British Columbia (CLBC), following successorship effective July 1, 2005, one (1) month's salary.

(2) If the employee has completed two (2) continuous years in the Public Service and service with Community Living British Columbia (CLBC), following successorship effective July 1, 2005, two (2) months' salary.

(3) If the employee has completed three (3) continuous years in the Public Service and service with Community Living British Columbia (CLBC), following successorship effective July 1, 2005, three (3) months' salary.

(4) If the employee has completed four (4) continuous years in the Public Service and service with Community Living British Columbia (CLBC), following successorship effective July 1, 2005, four (4) months' salary.

(5) If the employee has completed five (5) continuous years in the Public Service and service with Community Living British Columbia (CLBC), following successorship effective July 1, 2005, five (5) months' salary.

(6) If the employee has completed six (6) or more continuous years in the Public Service and service with Community Living British Columbia (CLBC), following successorship effective July 1, 2005, six (6) months' salary.

For purposes of this Article, one (1) month's salary is:

$$\frac{\text{bi-weekly salary} \times 26.0893}{12}$$

(d) This provision applies only to employees transferred to Community Living British Columbia CLBC from the Public Service who were employed prior to May 1, 1990 and who are enrolled in the group life plan of Clause 25.04(c) – Group Life.

27.16 Formula for Hourly, Daily and Partial Month Calculations

The formula for paying bi-weekly or hourly rates, allowances or premiums is as follows:

$$\begin{aligned} \frac{\text{Annual Rate}}{26.0893} &= \text{bi-weekly rate} \\ \frac{\text{Monthly Rate} \times 12}{26.0893} &= \text{bi-weekly rate} \\ \frac{\text{Bi-weekly rate}}{70} &= \text{hourly rate} \end{aligned}$$

The daily rate shall be determined by multiplying the number of regular scheduled hours in the employee's day shift by the hourly rate.

For the purposes of converting a bi-weekly rate to a monthly rate, the formula will be as follows:

When an Article has a reference to payments at the “end of the month following the month” in which an event occurs, payment will be “at the end of the second pay period following the pay period” in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period pay day to the specified date.

27.17 Child Care Expenses

- (a) Where an employee is requested or required by the Employer to attend:
 - (1) Employer endorsed education, training and career development activities, or
 - (2) Employer sponsored activities

which are not included in the normal duties of the employee’s job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to sixty dollars (\$60.00) per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee’s normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to thirty dollars (\$30.00) per day upon production of a receipt. This reimbursement shall not exceed fifteen (15) days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee’s home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

27.18 Travel Expense Reimbursement

The Employer shall provide for the direct deposit (electronic funds transfer) of travel expense reimbursement in a participating chartered bank, trust company or credit union of the employee’s choice. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

ARTICLE 28 – CLASSIFICATION AND RECLASSIFICATION

28.01 Classification Grade Descriptors

The Employer agrees to supply the Union with the grade descriptors of those classifications in the bargaining unit.

28.02 Job Evaluation Plan

(a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly introduction or change in job evaluation plans, the Joint Classification Committee shall consist of an equal number of representatives from the Employer and the Union.

(c) The Committee shall formulate the job evaluation plans used as a means to establish classification systems within the Nurses' Bargaining Unit and shall make a joint recommendation to the Bargaining Principals for ratification.

(d) The Committee may direct the formation and establish the terms of reference to subcommittees to undertake the mechanics of any study approved by this committee.

(e) Introduction and establishment of mutually agreed upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Clause 28.03 – New Classifications or Proposed Changes in Existing Classifications.

28.03 New Classifications or Proposed Changes in Existing Classifications

(a) Where a new classification covered by this Agreement is introduced, or where Community Living BC (CLBC) proposes changes to existing classification standards, CLBC shall inform the Union in writing of such proposals. The rate of pay and the placement of a new or substantially altered classification shall be negotiated between the Employer and the Union.

(b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, within ten (10) days of their first meetings, or such other period as agreed by the parties, the Employer may implement the new or substantially altered classification and attach a salary.

(c) The Union may then refer the matter within thirty (30) days to a special arbitrator agreed by the parties who shall determine the new rate of pay.

(d) The new rate of pay shall become effective on the date agreed to by the parties or the date set by the arbitrator but, in any event not earlier than the date of implementation.

28.04 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this Clause and shall not be considered a grievance under Article 8 – Grievances.

(a) Step 1

(1) If an employee believes that the position they occupy is improperly classified, they may discuss their duties and responsibilities with their immediate supervisor and Union Steward if requested by the employee.

(2) The Employer's designate shall, upon request and within forty (40) days after the request, provide the employee with a written job description describing the latter's duties and responsibilities. Such job description shall be consistent with the employee's assigned duties. The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(b) Step 2

If the employee still believes that their position is improperly classified, the employee may initiate a formal appeal by completing a Classification Appeal Form and forwarding the completed form through their supervisor to the Human Resources Consultant and the Union. The Human Resources Consultant, or their designate, shall review the position and advise the employee and the Union of the results of this review in writing within forty-five (45) days of the receipt of the Classification Appeal Form.

(c) **Step 3**

If there remains a dispute respecting the classification or level, the employee may process the completed “Classification Appeal Form” through the Union to be filed with CLBC within fourteen (14) days of receipt of written notification of the decision. The Employer shall review the appeal and respond to the Union with a full explanation of its decision within ninety (90) days of the date of submission.

(d) **Step 4**

The employee shall, if the dispute still exists, have the right to appeal the results of the review in Clause 28.04(c) through the Union to the Classification Arbitrator. The appeal shall be presented within thirty (30) days of the Union receiving the decision of CLBC.

(e) The time limits in this Clause may be extended by mutual agreement.

ARTICLE 29 - AUXILIARY EMPLOYEES

29.01 Terms of Employment

(a) An auxiliary employee shall receive a letter of appointment immediately following recruitment, clearly stating their employment status as defined in Clause 1.02 (Definitions), and their expected duration of employment.

(b)

(1) On a monthly basis, “On-Call Employees” will submit to the Employer, their days and hours of availability. In order to exercise seniority for call-out, the submission must be provided to the Employer by the 20th of the month preceding the monthly schedule.

The Employer may establish on a trial basis (e.g., a six-month period), for “On-Call Employees” to submit to the Employer, their days and hours of availability for two months. Upon the end of each trial period, the Employer may extend it by another period, or revert to the on-month language under Article 29.01 (b)(1). The Employer shall provide staff a thirty (30) calendar day advance notice prior to each change or extension. The process may be repeated by the Employer, in order to support stability in scheduling and allow for advanced booking of known leaves.

(2) Calls for work shall be made on the basis of seniority in accordance with the monthly submissions as noted in (b)(1) above. Where there is a bonafide occupational requirement for a gender specific employee, the call-out will be based on seniority within the applicable gender requirement.

(3) Where an employee determines that they are no longer available for a shift or day listed in 29.01(b)(1) above where the shift is not already scheduled, they must call and give notice of such prior to that shift or day. This will not be considered as one of the decline occasions listed in 29.04(f) – Loss of Seniority.

(c)

(1) Auxiliary employees who report for work at the call of the Employer pursuant to (b) above shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations of WorkSafeBC.

(2) Where an employee commences work they shall receive three and one-half (3 ½) hours pay at their basic pay unless:

(i) their work is suspended for reasons completely beyond the control of the Employer; or

(ii) the duration of the work assignment is known in advance by the employee,

in which instances the provisions of Clause (c)(1) shall apply.

(3) An auxiliary employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall be compensated for a minimum of three (3) hours at overtime rates. They shall be compensated from the time they leave home to report for duty until the time they arrive back upon proceeding directly to and from work.

29.02 Seniority on Applying for Regular Positions

(a) Employees who have completed 210 working hours at straight time rates as outlined in Clause 29.02(b) will be recognized as in-service applicants when applying for appointment to “regular” positions.

(b) Employees who have worked 210 hours at straight time rates immediately prior to application for a “regular” position, or casual employees who have worked 210 hours prior to being laid off, will have their length of service as an auxiliary employee recognized.

29.03 Seniority

(a)

(1) For the purpose of layoff and recall and other seniority related provisions, and classification seniority in an auxiliary seniority block, an auxiliary employee who has worked in excess of thirty (30) days shall accumulate service and classification seniority within an auxiliary seniority block, on the basis of:

(i) all hours worked at the straight time rate;

(ii) paid holidays or days off in lieu in accordance with Clause 29.08 (Paid Holidays) of this Agreement;

(iii) vacation in accordance with Clause 29.09 (Annual Vacation) of this Agreement.

(iv) compensatory time off provided the employee has worked 1,827 hours in thirty-three (33) pay periods;

(v) missed work opportunities during Union leaves pursuant to Clause 20.03(a) to (d) (Union Business or Public Duties), except that during the first thirty-three (33) pay periods, such credit shall be limited to 105 hours.

(2) The total hours above shall be converted to seven (7) hour shifts to establish seniority.

(3) Upon completing thirty (30) working days (seven (7) hour shifts), an auxiliary employee’s seniority shall include the accumulated thirty (30) working days.

(b) Subject to Clause 29.04 (Loss of Seniority), service and classification seniority of an auxiliary employee shall move with them where such a movement to a different auxiliary seniority block is approved by the Employer.

(c) Auxiliary employees who are on a claim recognized by WorkSafeBC which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(d) For the purposes of Clause 29.03 only, “auxiliary seniority blocks” shall be identical as are the seniority blocks identified in Clause 13.03 – Redundant Positions.

29.04 Loss of Seniority

An employee will lose any entitlement to service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) as a casual employee, they are on layoff for more than six (6) months;
- (d) they are a casual employee and are unavailable or decline two (2) offers of re-employment in which the duration and nature of work is reasonably similar to that which they carried out prior to layoff;
- (e) they become a regular employee.
- (f) they are an on-call employee and are unavailable for or decline work on four (4) separate occasions in the calendar periods between April 1st and September 30th inclusive, or October 1st and March 31st inclusive.

However for the purposes of Articles 12 (Postings, Transfers and Secondment) and 13 (Layoff and Recall of Regular Employees), with the exception of Article 13.07 (Notice of Layoff and Employee Options Upon Receipt of Notice), an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded thirty (30) days. This provision applies only to employees who change their status after January 1, 2011.

29.05 Layoff and Recall

Layoff of casual auxiliary employees shall be in reverse order of seniority. Employees on layoff shall be recalled in order of seniority. Seniority accumulated as a “regular” employee, including training course time under Clause 11.06 (Service Seniority Tie Breaker) of this Agreement, will be recognized providing the break in service has not exceeded thirty (30) days.

29.06 Application of Agreement

(a) Casual Employees

The term “employee” used in other articles of this Agreement includes “casual employees” except in the following Articles:

- Article 11 – Seniority
- Article 13 – Layoff and Recall of Regular Employees
- Article 18 – Paid Statutory Holidays
- Article 19 – Annual Vacation
- Article 20 – Special Leave
- Article 21 – Maternity/ Parental/ Adoption Leave

Article 23 – Education Policy
Article 25 – Health and Welfare

and any other article or clause which specifies “regular” employees, unless specified otherwise in this Article.

(b) On-Call Employees

The term “employee” used in other articles of this Agreement includes “on-call” employees except in the following numbered articles and clauses:

Article 11 – Seniority
Article 13 – Layoff and Recall of Regular Employees
Article 18 – Paid Statutory Holidays
Article 19 – Annual Vacation
Article 20 – Special Leave
Article 21 – Maternity/ Parental/ Adoption Leave
Article 23 – Education Policy
Article 25 – Health and Welfare
Article 26 – Accumulation of Time
Clause 14.05 – Consecutive Days Off
Clause 15.02 – Shifts, Shift Schedules, and Shift Rotations
Clause 15.05 – Shift Cycles
Clause 27.03 – Increment Dates
Clause 27.06 – Salary on Promotion or Reclassification
Clause 27.16 – Formula for Hourly, Daily and Partial Month Calculations

and any other clauses which specify “regular” employees unless otherwise specified in this Article.

(c) Auxiliary Employees

An auxiliary employee who is a member of the Union’s Negotiating Committee shall be eligible for leave in accordance with Clauses 20.03 (Union Business or Public Duties) (b), (c) and (f).

(d) Auxiliary Employees

(1) Time spent at court by an auxiliary employee in their official capacity shall be at their regular rate of pay.

(2) Court actions arising from employment which require an auxiliary employee’s attendance at court, shall be with pay.

(3) Any auxiliary employee who is eligible to vote in a Federal, Provincial, Municipal or Aboriginal Community Government election or a referendum shall have three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

(4) Where leave from work is required, employees shall be entitled to the provisions of Clause 20.01 – Bereavement Leave.

(5) Maternity and parental leave for auxiliary employees with less than 1,827 hours worked in thirty-three (33) pay periods shall be in accordance with the *Employment Standards Act*.

29.07 Health and Welfare

(a) In lieu of health and welfare benefits, auxiliary employees shall receive compensation of:

Date	Rate per hour	Max bi-weekly
April 1, 2019	\$0.75	\$52.50
April 1, 2020	\$0.77	\$53.90
April 1, 2021	\$0.79	\$55.30

(b) Clause (a) above will not apply when an auxiliary is receiving benefits under the provisions of Clause 29.11 – Weekly Indemnity.

(c)

(1) Auxiliary employees who have worked 1,827 hours in thirty-three (33) pay periods or after working three (3) consecutive years without loss of seniority and maintaining 1,200 hours worked at the straight time rate within the previous twenty-six (26) pay periods will be eligible for coverage under the following clauses:

Clause 25.01 – Basic Medical Insurance

Clause 25.02 – Extended Health Care Plan

Clause 25.03 – Dental Plan

Clause 25.04 – Group Life

Clause 25.08 – Employee and Family Assistance Program

Such auxiliary employees eligible for benefits under this Clause will not receive the payment under Clause 29.07(a) – Health and Welfare.

(d) An auxiliary employee will cease to be entitled to coverage under (c)(1) above when they lose their seniority in accordance with Clause 29.04(a), (b), (c), (d) or (f) – Loss of Seniority.

(e) Auxiliary employees qualified under (c) above shall be entitled to maintain coverage under such plans for a maximum period of six (6) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

(f)

(1) An auxiliary employee on layoff, who is recalled to an auxiliary position, without loss of seniority pursuant to (d) above, will retain, if already qualified, health and welfare benefits under (c)(1) above; but if not yet qualified they will retain accumulated time towards the required 1,827 hours worked.

29.08 Paid Holidays

(a) Designated paid holidays are as specified in Clause 18.01 – Designated Paid Holidays.

(b) Auxiliary employees shall be compensated for the paid holiday who have:

(1) worked, or received pay at straight time rates for the day before and the day after a paid holiday; or

(2) worked, or received pay at straight time rates for fifteen (15) of the previous thirty (30) days; or

(3) worked, or received pay for at least 105 hours at the straight time rate in the previous thirty (30) days.

This Clause shall not apply to employees who have been terminated and not on layoff status.

(c) An auxiliary employee who is qualified under (b) to receive compensation for the paid holiday shall receive a prorated day's pay based on the following formula:

straight times hours paid in the previous thirty (30) calendar days divided by the straight time hours of work of a full-time employee for the same thirty (30) calendar day period.

(d) Effective December 1, 2021: Independent of/from (b)(c) above, when an auxiliary employee works on that day, they shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 18 – Paid Statutory Holidays.

29.09 Annual Vacation

(a) Auxiliary employees who have worked 1,827 hours in thirty-three (33) pay periods will be entitled to receive the same vacation entitlement benefits as regular employees. When an auxiliary employee schedules their vacation, their selection(s) of vacation period(s) shall be subject to operational requirements and shall not restrict the choices of regular employees.

(b) Except as indicated in (a) above, an auxiliary employee shall be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation bi-weekly.

Such an employee shall be entitled to three (3) weeks each calendar year free from call of the Employer for the purpose of vacation leave. An employee will provide a minimum of two (2) weeks' notice in writing for this purpose, and the mutually agreed period free from call shall not restrict operational requirements or interfere with the vacation schedules of regular employees.

(c) A casual employee may elect to use their vacation entitlement subject to the provisions of this Agreement and the component agreement. Casual employees shall receive any unused portion of annual vacation upon termination of employment or on the last pay day of the year in which the vacation was earned.

(d) An "on-call" employee shall receive vacation payment in cash only.

(e) The provisions of this section are not affected by an employee having once been a "regular" employee.

(f)

(1) An auxiliary employee moving to a new auxiliary position in the Provincial Assessment Centre (PAC), without any break in service will retain if already qualified, annual vacation entitlement benefits under (a) above; but if not yet qualified will retain accumulated time towards the required 1,827 hours worked.

(2) An auxiliary employee on layoff, who is recalled to an auxiliary position, without loss of seniority, will retain, if already qualified, annual vacation entitlement benefits under (a) above; but if not yet qualified they will retain accumulated time towards the required 1,827 hours worked.

(3) For purposes of this Article, the term "no break in Service" means that the "employee" moves from the present position to the new position on the next available working day, taking into account shift changes, weekends, statutory holidays or any other approved scheduled time off.

29.10 Eligibility Requirements for Benefits

Auxiliary employees will qualify for the following:

- Short Term Illness and Injury Plan (STIIP)
- Clause 20.03 – Union Business or Public Duties
- Clause 20.04 – Leave for Court Appearances
- Clause 20.06 – Leave for Committee Meetings
- Clause 20.09 – Elections
- Clause 20.12 – Family Illness
- Clause 20.13 – Leave for Medical and Dental Care
- Clause 20.14 – Special Leave
- Clause 20.15 – Special Leave Limitation
- Article 21 – Maternity/ Parental/ Adoption Leave

as follows:

- (a) An employee shall be entitled to benefits under this Clause after completion of 1,827 hours worked in thirty-three (33) pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when they:
 - (1) fail to maintain 1,200 hours worked at the straight time rate within the previous twenty-six (26) pay periods, except as provided under Article 21 – Maternity/ Parental/ Adoption Leave.
 - (2) lose seniority in accordance with Clause 29.04(a), (b), (c), (d) or (f) – Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 1, Section 1.10 Benefits Upon Layoff or Separation.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until their return to work and subject to meeting the eligibility requirements.

("Return to work" is understood to mean the employee completed at least one-half of a scheduled work day.)
- (e) Where there is no established work schedule, the calculation of hours for the purpose of STIIP benefits shall be based on the average number of hours worked during the three (3) month period immediately preceding absence due to illness.

STIIP Entitlement on Layoff

- (a) Auxiliary employees on layoff and subject to recall and who are unavailable to work due to illness or injury and who call in to their work unit/recall section at the times designated by the ministry, will be eligible for STIIP benefits provided a less senior auxiliary employee is recalled to do the available work. STIIP benefit entitlement will be based on the hours worked by the junior employee replacing the senior employee making the STIIP claim.
- (b) Auxiliary employees claiming entitlement to STIIP pursuant to this memorandum, may be required to provide the Employer proof of illness for each claim in accordance with Appendix 3, 1.4 criteria.
- (c) STIIP benefits under this memorandum are only payable to one auxiliary employee per recalled position in accordance with (1) above.

(d) Auxiliary employees making a STIIP claim must call in to their work unit/recall section on a daily basis, unless the employee making a claim for STIIP provides acceptable medical documentation supporting an extended absence.

29.11 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight time compensation and the compensation paid in accordance with Clause 29.07(a) (Health and Welfare) in the six (6) most recent bi-weekly pay periods in which earnings occurred.

(b) The benefit waiting period in each case of illness will be seven (7) calendar days. This means that benefits will be paid from the eighth (8th) day of illness.

(c) Subject to (b) above, full benefits will be reinstated:

(1) in the case of a new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours;

(2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours.

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

(e) The benefits described in this Clause shall not be available to an employee whose illness, injury or personal circumstances may be described by any one of the following conditions:

(1) who is not under the care of a licensed physician;

(2) whose illness is occupational and is covered by WorkSafe BC;

(3) whose illness is intentionally self-inflicted;

(4) whose illness results from service in the Armed Forces;

(5) whose illness results from riots, wars or participation in disorderly conduct;

(6) who is ill during a period of paid vacation;

(7) whose illness is sustained while they are committing a criminal offence;

(8) who is engaged in an employment for wage or profit;

- (9) who is ill during a strike or lockout at the place they were employed if that illness commenced during the strike or lockout;
- (10) who is serving a prison sentence;

(11) who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because they are not in Canada;

(12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

(f) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above mentioned plans.

29.12 Increments

Effective September 3, 2017, employees will receive an increase to the next step within their salary scale after they complete 1743 non-overtime working hours from the date on which they qualified to receive their last increment; or from the date they commenced employment, whichever is the later.

29.13 Changing Status

(a) An auxiliary employee who is appointed as a regular employee to a classification on the same grid level, provided their break in service has not exceeded thirty (30) days, shall retain the same increment step they had earned as an auxiliary employee, and time worked towards receiving an increment under Clause 29.12 (Increments) will be used in determining the employee's increment date under Clause 27.03 (Increment Dates) of this Agreement.

(b) A regular employee who is offered and accepts an auxiliary appointment or resigns and is re-employed as an auxiliary employee within thirty (30) days of their effective date of resignation, shall:

- (1) retain the same increment step as that enjoyed as a regular employee provided their appointment is to a classification on the same grid level
- (2) be eligible for future increments pursuant to Clause 29.12 (Increments), provided their appointment is to a classification on the same grid level
- (3) be deemed to have resigned their regular appointment.

(c) Where such employee described in (b) above has completed 1,827 hours worked in thirty-three (33) pay periods at the date of their auxiliary appointment, the employee will be considered to have met the requirements of Clauses 29.10(a) (Eligibility Requirements for Benefits) and 29.07(c) – Health and Welfare. Such employee shall also retain the vacation year attained as a regular employee.

(d) Where such employee described in (b) above had not completed 1,827 hours worked in thirty-three (33) pay periods at the date of their auxiliary appointment, they shall be credited with non-overtime hours worked towards becoming eligible for the benefits in Clause 29.07 – Health and Welfare.

29.14 Conversion of Auxiliary Employees

(a) Auxiliary employees who have worked 1,827 hours in thirty-three (33) pay periods and who are employed for work which is of a continuous full-time or part-time nature, shall be converted to regular status effective the beginning of the month in which they attain the required hours.

(b) Notwithstanding (a) above an auxiliary employee shall have the right to decline conversion to regular status. In such circumstances, the employee shall notify the Community Living British Columbia (CLBC) Human Resources Department in writing and the provisions of this Clause shall not apply. From the date of that notification an employee may re-qualify for conversion by working an additional 1,827 hours in thirty-three (33) pay periods and satisfying the provisions of (a) above.

(c) For the purpose of (a) above and Clauses 29.06 (Application of Agreement), 29.07(c)(1) (Health and Welfare), 29.09 (Annual Vacation), and 29.10 (Eligibility Requirements for Benefits) hours worked shall include:

- (1) hours worked at the straight-time rate;
- (2) hours compensated in accordance with Clause 29.08 (Paid Holidays);
- (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WorkSafeBC claim arising from their employment with the Employer to a maximum of 210 hours of missed work opportunity within eight (8) weeks from the beginning of the claim;
- (4) annual vacation pursuant to Clause 29.09 (Annual Vacation);
- (5) compensatory time off provided the employee has worked 1,827 hours in thirty-three (33) pay periods;
- (6) missed work opportunities during Union leaves pursuant to Clause 20.03(a) to (d) (Union Business or Public Duties), except that during the first thirty-three (33) pay periods of employment such credit shall be limited to 105 hours;
- (7) Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

(d) For the purpose of (a) above and Clauses 29.06 (Application of Agreement), 29.07 (Health and Welfare), 29.09 (Annual Vacation), and 29.10 (Eligibility Requirements for Benefits), hours beyond the 210 hours in (c)(3) above, that an auxiliary employee cannot work because they are on a WorkSafeBC claim arising from their employment with the Employer, are not added to the 1,827 or 1,200 hours nor are the days charged against the thirty-three (33) or twenty-six (26) pay periods.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Parking

The Employer and the Union agree that there will be no change in the parking regulations and notices except by mutual agreement between the parties. A joint Employer-Union parking committee shall be established to study the matter of employee parking and make recommendations to the parties.

30.02 Termination of Employment

(a) Regular employees who have successfully completed their probationary periods, other than employees affected by layoff under the provisions of Article 13 (Layoff and Recall of Regular Employees), whose employment is terminated by the Employer, shall be given twenty-eight (28)

calendar days' notice or twenty (20) days' pay in lieu of notice except employees whose employment is terminated for just cause.

(b) A regular employee who wishes to terminate their employment shall give the Employer twenty-eight (28) calendar days' notice prior to the effective date of termination.

(c) Unless by mutual agreement to the contrary, the time stated in Clause 30.02(a) and (b) (Termination of Employment) shall be time scheduled to work and shall not include accrued vacation time.

(d) A report of all BCNU employees who have terminated will be provided to the Union on an annual basis.

30.03 Standing Joint Committee

There shall be a high level Standing Joint Committee comprised of equal numbers from the Union and the Employer to discuss policies, communications etc. and to study issues arising from changing conditions and concepts in the delivery of health care services including the monitoring of hours of work schedules. Such hours of work schedules may include Master rotation schedules which may be developed by mutual agreement at the local level.

Copies of any such Master rotation schedules shall be sent to the Union for review.

30.04 Indemnity

(a) Civil Actions

Except where the joint Union-Employer Committee considers that there has been flagrant or willful negligence on the part of an employee:

(1) The Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer.

(2) The Employer agrees to pay any judgment against an employee arising out of the performance of their duties.

(3) The Employer agrees to pay any legal cost incurred in the proceedings including those of the employee.

(b) Criminal Actions

Where an employee is charged with an offence resulting directly from the proper performance of their duties, the employee shall be reimbursed by the Employer for reasonable legal fees, unless the employee is subsequently found guilty of the charge.

(c) At the option of the Employer, the Employer may provide for legal services in the defense of any legal proceedings involving the Employer, so long as no conflict of interest arises between the Employer and the employee, or pay the legal fees of counsel chosen by the employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

(1) when the employee is first approached by any persons or organizations notifying them of intended legal action against them;

- (2) when the employee themselves requires or retains legal counsel in regard to the incident or course of events;
 - (3) when any investigation or other proceeding which might lead to legal action against the employee;
 - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action;
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.
- (e) Where an employee is required to defend their professional actions arising out of the proper performance of their duties with the Employer in proceedings taken pursuant to the *Health Professions Act*, or pursuant to an Act(s) which succeed the aforementioned Act, the Employer will provide either legal counsel, or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defense.

30.05 Payroll Deductions

Where provisions of this Agreement call for payment or a contribution by the employee it shall be by payroll deduction.

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds or bonds issued by the Provincial Government.

30.06 Political Activity

- (a) Employees may seek election to municipal and school board offices and Aboriginal Community Government provided that there is no conflict of interest and the office does not affect the performance of the person's duties in Community Living British Columbia (CLBC).
- (b) There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election the employee shall be granted leave without pay to engage in the election campaign. If elected, the employee shall be granted leave of absence without pay for a maximum of five (5) years. If not elected, the employee shall be allowed to return to their former position.

30.07 Personnel Files

- (a) A Union representative or steward shall, upon written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.
- (b) Upon reasonable notice, employees will be provided an opportunity to review their personnel file, in the office in which the file is normally kept.

30.08 Employment of Relatives

There shall be no restriction against relatives working in the same hospital, clinic or facility subject to Article 6 (Employer's Rights) of this Agreement, and subject to there being no supervisor-subordinate relationship between the direct relatives and that no special consideration with respect to the application of the provisions of this Agreement is invited.

30.09 Copies of Agreement

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the Agreement available electronically to all employees. A limited number of copies will be printed for distribution to employees that do not have access to computers at work. The cost of such printing and distribution shall be borne equally by the parties.

(b) Where required, the Union shall distribute the collective agreement to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

30.10 Technical Information

The Employer agrees to provide the Union, on request, such information, as and if it is available relating to employees in the bargaining unit as may be required by the Union for collective bargaining purposes which may include an employee's mailing address including postal code, employment site, work and home telephone numbers (unless unlisted), job classification, and employment status of regular full-time, regular part-time, or auxiliary.

30.11 Excessive Work Load

The Employer acknowledges that, except in the case of emergency, the work load of an employee covered by this Agreement will not be unduly increased as a result of positions vacant due to illness, vacation, or recruitment lag.

30.12 Previous Policies and Letters of Understanding

This Agreement voids all previous Agreements, Letters of Understanding, memos, and policies, which in any way alter the terms and conditions contained herein.

30.13 Statement of Duties and Responsibilities

The Employer's designate shall, upon request and within a reasonable period after the request, provide the employee with a written statement of the latter's duties and responsibilities or, in the alternative, a job description.

30.14 Clothing and Uniforms

(a) Clothing

(i) The type of clothing worn by an employee (uniforms or street clothing) shall be as determined by mutual local agreement compatible with the type of work involved. If a uniform is necessary, it shall be of a type and style agreed upon locally. The Employer shall provide the appropriate uniform to employees required to wear a uniform.

(ii) Where conditions are such that either a uniform or street clothes is appropriate, the option of the type of wearing apparel shall be at the discretion of the employee.

(b) Protective Clothing

Wearing apparel required to protect the employee's clothing, to provide aseptic techniques, or non-standard apparel for isolation, or similar work areas, shall be determined by mutual local agreement and shall be provided, maintained and retained by the Employer.

(c) Pins

Except where it is a hazard to patients, employees shall be allowed to wear their graduation pin, Union lapel pin and Association registration pin.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Expiration of Agreement

This Agreement covers the period from and including April 1, 2019 to and including midnight, March 31, 2022. All terms and conditions of this Agreement shall remain in full force and effect after March 31, 2022 until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

31.02 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2022, but in any event not later than midnight January 31, 2022.

(b) Where no notice is given by either party prior to January 31, 2022, both parties shall be deemed to have been given notice under this section on January 31, 2022, and thereupon Clause 31.03 (Commencement of Bargaining) of this Article applies.

31.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 31.02 (Notice to Bargain) of this Article the parties shall, within thirty (30) calendar days after the notice was given, commence collective bargaining.

31.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

31.05 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing. The date of signing of the Community Living British Columbia (CLBC) Collective Agreement is December 7, 2021.

SIGNATURES OF THE PARTIES

On behalf of Community Living British Columbia (CLBC):

Karen Mackay

Jerry Stanger

Angel Khanna

Koji Azegami

Marc Lefebvre

Date

On behalf of the British Columbia Nurses' Union (BCNU):

William Hwang

Paula Bouliane

Melissa Clint

Date

APPENDIX 1

SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY PLAN

Part I Short Term Illness and Injury Plan

1.01 Eligibility and Entitlement

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer.
- (b) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days coverage at seventy-five percent (75%) pay in any one calendar year.
- (c) Regular employees with three months but less than six (6) months of service will be entitled to fifteen (15) weeks (seventy-five (75) work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds (2/3) of pay, not to exceed the EIC maximum weekly sickness benefit.
- (d)
 - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by WorkSafe BC while the employee was on the Employer's business, they shall be entitled, to leave with pay up to one hundred and thirty (130) days for any one claim in lieu of benefits as outlined in Section 1.02. Such leave period will run concurrent with the related Short Term Illness and Injury Plan (STIIP) period.
 - (2) Employer and employee contributions and deductions for pension contributions and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated WorkSafe BC, less any voluntary deductions and those employee deductions referenced in (2) above.
 - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
 - (5) The compensation payable by WorkSafe BC shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.
- (f) For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a pro-rated basis.
- (g) The maximum six (6) month period identified in Appendix 1, Part 1 shall be a maximum seven (7) month period for auxiliary employees who qualify for benefits pursuant to the Collective Agreement, Article 29.

1.02 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed six (6) months from date of absence, (Short Term Plan Period).
- (b) The seventy-five percent (75%) benefit may be supplemented, at the employees option, in quarter day increments by the use of the following in descending order:
 - (1) Compensatory Time Off (CTO);
 - (2) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
 - (3) Earned Vacation entitlement.
 - (4) Unearned vacation entitlement to a maximum of seventy (70) hours.

1.03 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within fifteen (15) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.02(a). STIIP is considered to be one continuous leave if the employee has been off for the same illness/injury without returning to work for fifteen (15) consecutive scheduled workdays before taking another day for the same illness or injury.
- (b) Employees who return to work after being absent because of illness or injury and within fifteen (15) consecutive scheduled days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan, except as provided in (d) below.
- (d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.02(a), if absence is due to the same illness or injury.
- (f) Scheduled days of work, as noted in (a), (b) & (c) above, shall mean days where the employee is actually at work.

1.04 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or

(c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six (6) consecutive scheduled days of work;
- (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

The Employer may amend or waive the requirement for medical certificates for employees who have a prolonged or terminal illness.

With the exception of the CLBC medical Certification and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of the medical assessment. Effective January 1, 2022, the employee will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of all of the medical certificates referenced above.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.05 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one quarter (1/4) day accumulation that is being used to supplement the plan, pursuant to Section 1.02(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WorkSafe BC benefits payable in accordance with Section 1.01(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will

be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.06 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.07 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.08 EIC Premium

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.09 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.01(c), 1.01(d), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit

entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

The maximum six (6) month period identified in Appendix 1, Part 1 shall be a maximum seven (7) month period for auxiliary employees who qualify for benefits pursuant to 29.10 (Eligibility Requirements for Benefits).

Part II Long Term Disability Plan

2.01 Eligibility

(a)

(1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.

Employees must submit their LTD Plan application within four (4) weeks following the end of the STIIP Period. An employee who fails to submit their application for LTD benefits within four (4) weeks of the end of the STIIP period will be presumed to have abandoned their claim for LTD benefits. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six (6) months of full-time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 29.10 (Eligibility Requirements for Benefits).

(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

2.02 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Sections 1.03(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(1) Seventy percent (70%) of the first two thousand, seven hundred dollars (\$2,700) of monthly earnings; and

(2) Fifty percent (50%) of the monthly earnings above two thousand, seven hundred dollars (\$2,700).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

As of April 1, 2022, annual increases to (1) will be calculated by applying a percentage increase equivalent to the annual percentage general wage increase for all employees under the collective agreement. It is understood that the adjustment in (1) will only apply to new claims to set the benefit amount to be paid at the beginning of each LTD claim and into the future and that Appendix 1, 2.18 Benefit level will not also apply at the time the benefit level is set.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five (25) months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

(a) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.

(b) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees also remain eligible for Article 27 - Retirement Allowance provided the employee has completed 20 years of service prior to receipt of long term disability benefits and they otherwise meet the requirements of Article 27. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within nine (9) months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine (9) month access period.

(c) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension will be waived by the Employer.

(d) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension waived by the Employer, except that pension contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.03 Total Disability

(a) Total disability, as used in this Plan, means the complete inability, because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first twenty-five (25) months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 27.07 (Salary on Demotion) at the employee's basic rate at the date of disability.

After the first twenty-five (25) months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or seventy-five percent (75%) of the basic rate of their own occupation, whichever is greater.

After the first twenty-five (25) months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c)

(1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, where they are unable to perform the principal duties of their previous classification, the employee may earn in combination with benefits from this Plan up to one hundred percent (100%) of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed one hundred percent (100%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

(2) If an employee is able to perform the principal duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this Plan, up to one hundred percent (100%) of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach one hundred percent (100%) of the employee's earnings at the date of disability but in no event for more than twenty-five (25) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings, if the monthly earnings are in excess of two hundred (\$200) dollars per month.

(3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for twenty-five (25) months from the date rehabilitative employment commenced.

(4) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.02(a), the provisions of Section 2.03(c)(1) shall not apply until the employee is receiving a benefit under Section 2.02(b).

2.04 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;

- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;

2.05 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an illness or injury with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned illness or injury with respect to which medical treatment, services or supplies were received. This Clause does not apply to present employees who have been continuously employed for a period of five (5) years immediately preceding this claim.

2.06 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose; and

- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory act or law; and

- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and

- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) One hundred percent (100%) of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay, subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

2.07 Successive Disabilities

- (a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (b) In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.
- (c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one (1) year from the date of absence due to successive disability.

2.08 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) on the date of commencement of paid absence prior to retirement;

- (b) on the date of termination of employment with the Employer.
- (c) In the event that the maximum retirement provisions of the Public Service Pension Plan Rules are declared inoperative or otherwise struck down by a Court of competent jurisdiction, (a) above will read: “*at the end of the month in which the employee reaches their 65th birthday*”.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.09 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

(a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third (3rd) agreed to by the first two (2). Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b)

(1) Written notice of an appeal must be submitted to the Plan Administrator within sixty (60) days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have sixty (60) days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the sixty (60) day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the sixty (60) day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

(c) The expenses incurred by a Claims Review Committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the “Acts”), except where the benefits received for that period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the “Acts”) are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose illness or injury is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 (Grievances) and 9 - Arbitration.

2.17 Implementation by Policy

The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by policy.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

Part III Rehabilitation Committee

3.01

It is the intent of both Parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

(a) The Committee shall consist of four (4) members, two (2) appointed by the Employer, and two (2) appointed by the Union.

(b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 1, STIIP and LTD and Part III – Rehabilitation.

(c) The Committee shall also review cases of all employees who have become incapacitated through occupational injury or illness, or employees requesting transfers on compassionate or medical grounds. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the CEO or designate of Community Living British Columbia (CLBC).

(d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the CEO of Community Living British Columbia (CLBC).

(e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.

(f) The Rehabilitation Committee shall meet as needed during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken and copies shall be provided to the Employer and the Union.

(g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.

3.02

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.03(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment with CLBC. An employee who fails to:

(1) sign the application form;

(2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;

(3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Employer who shall within ten (10) work days forward the application to the Rehabilitation Committee.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
 - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
 - (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
 - (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.
 - (5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 (Layoff and Recall of Regular Employees) of the CLBC Nurses' Agreement excluding displacement options pursuant to Clause 13.07 (Notice of Layoff and Employee Options Upon Receipt of Notice).
- (e) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight (8) weeks, may be referred to the Rehabilitation Committee.
- (1) In those cases where a return to their own occupation is unlikely, employees may be referred, by either Party to the Rehabilitation Committee while on STIIP. In such cases, Part III(c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, CLBC will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 1.
- (g) Where the CEO or designate has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

APPENDIX 2

WAGE SCHEDULES

The classification, grid level and corresponding Grade Descriptor are as follows:

Classification	Grid Level	Grade Descriptors
4	4	Direct Care Giver Program Officer
5	5	First Line Supervisor
7	7	Case Manager Nurse Clinician Supervisor (small scope) Program Coordinator
9	9	Supervisor (large scope) Supervisor (sole charge) Senior Program Coordinator Senior Nursing Authority in a Facility

WAGE RATES (Hourly, Bi-Weekly, Monthly, Annually)

Note: Effective April 14, 2019, there will be a 2% increase to all grids and steps on the salary schedule.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	60,410.04	5,034.17	2,315.51	33.0787

4	1	61,175.50	5,097.96	2,344.85	33.4979
	2	63,316.64	5,276.39	2,426.92	34.6703
	3	65,532.41	5,461.03	2,511.85	35.8836
	4	67,826.18	5,652.18	2,599.77	37.1396
	5	70,200.04	5,850.00	2,690.76	38.4394
	6	72,656.87	6,054.74	2,784.93	39.7847
	7	75,199.80	6,266.65	2,882.40	41.1771
	8	77,831.95	6,486.00	2,983.29	42.6184
	9	80,295.30	6,691.28	3,077.71	43.9673

5	1	64,783.38	5,398.62	2,483.14	35.4734
	2	67,050.81	5,587.57	2,570.05	36.7150
	3	69,397.54	5,783.13	2,660.00	38.0000
	4	71,826.45	5,985.54	2,753.10	39.3300
	5	74,340.68	6,195.06	2,849.47	40.7067
	6	76,942.82	6,411.90	2,949.21	42.1316
	7	79,635.50	6,636.29	3,052.42	43.6060
	8	82,422.88	6,868.57	3,159.26	45.1323
	9	85,031.03	7,085.92	3,259.23	46.5604

7	1	68,604.95	5,717.08	2,629.62	37.5660
	2	71,006.20	5,917.18	2,721.66	38.8809
	3	73,491.21	6,124.27	2,816.91	40.2416
	4	76,063.62	6,338.64	2,915.51	41.6501
	5	78,725.77	6,560.48	3,017.55	43.1079
	6	81,481.06	6,790.09	3,123.16	44.6166
	7	84,333.14	7,027.76	3,232.48	46.1783
	8	87,284.62	7,273.72	3,345.61	47.7944
	9	90,047.22	7,503.94	3,451.50	49.3071

8	1	70,627.65	5,885.64	2,707.15	38.6736
	2	73,099.87	6,091.66	2,801.91	40.0273
	3	75,658.19	6,304.85	2,899.97	41.4281
	4	78,306.25	6,525.52	3,001.47	42.8781
	5	81,046.93	6,753.91	3,106.52	44.3789
	6	83,883.36	6,990.28	3,215.24	45.9320
	7	86,819.45	7,234.95	3,327.78	47.5397
	8	89,858.07	7,488.17	3,444.25	49.2036
	9	92,702.33	7,725.19	3,553.27	50.7610

9	1	72,651.40	6,054.28	2,784.72	39.7817
	2	75,194.06	6,266.17	2,882.18	41.1740

	3	77,825.95	6,485.50	2,983.06	42.6151
	4	80,549.93	6,712.49	3,087.47	44.1067
	5	83,369.14	6,947.43	3,195.53	45.6504
	6	86,286.97	7,190.58	3,307.37	47.2481
	7	89,307.07	7,442.26	3,423.13	48.9019
	8	92,432.82	7,702.74	3,542.94	50.6134
	9	95,358.48	7,946.54	3,655.08	52.2154

Note: Effective April 12, 2020, there will be a 2% increase to all grids and steps on the salary schedule. Except for Interim Permit Nurses, which will receive a 3.27% increase. Note: Step 1 of all classification grids are eliminated the first pay period after June 1, 2020

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	62,385.52	5,198.79	2,391.23	34.1604

4	1	62,399.08	5,199.92	2,391.75	34.1679
	2	64,583.02	5,381.92	2,475.46	35.3637
	3	66,843.13	5,570.26	2,562.09	36.6013
	4	69,182.82	5,765.24	2,651.77	37.8824
	5	71,604.17	5,967.01	2,744.58	39.2083
	6	74,110.05	6,175.84	2,840.63	40.5804
	7	76,703.85	6,391.99	2,940.05	42.0007
	8	79,388.70	6,615.73	3,042.96	43.4709
	9	81,901.10	6,825.09	3,139.26	44.8466

5	1	66,078.98	5,506.58	2,532.80	36.1829
	2	68,391.80	5,699.32	2,621.45	37.4493
	3	70,785.49	5,898.79	2,713.20	38.7600
	4	73,262.93	6,105.24	2,808.16	40.1166
	5	75,827.51	6,318.96	2,906.46	41.5209
	6	78,481.57	6,540.13	3,008.19	42.9741
	7	81,228.25	6,769.02	3,113.47	44.4781
	8	84,071.46	7,005.96	3,222.45	46.0350
	9	86,731.53	7,227.63	3,324.41	47.4916

7	1	69,976.98	5,831.42	2,682.21	38.3173
	2	72,426.24	6,035.52	2,776.09	39.6584
	3	74,961.08	6,246.76	2,873.25	41.0464
	4	77,584.88	6,465.41	2,973.82	42.4831
	5	80,300.26	6,691.69	3,077.90	43.9700
	6	83,110.60	6,925.88	3,185.62	45.5089
	7	86,019.81	7,168.32	3,297.13	47.1019
	8	89,030.26	7,419.19	3,412.52	48.7503
	9	91,848.16	7,654.01	3,520.53	50.2933

8	1	72,040.12	6,003.34	2,761.29	39.4470
	2	74,561.91	6,213.49	2,857.95	40.8279
	3	77,171.37	6,430.95	2,957.97	42.2567

	4	79,872.39	6,656.03	3,061.50	43.7357
	5	82,667.86	6,888.99	3,168.65	45.2664
	6	85,560.90	7,130.08	3,279.54	46.8506
	7	88,555.95	7,379.66	3,394.34	48.4906
	8	91,655.36	7,637.95	3,513.14	50.1877
	9	94,556.49	7,879.71	3,624.34	51.7763

9	1	74,104.31	6,175.36	2,840.41	40.5773
	2	76,697.85	6,391.49	2,939.82	41.9974
	3	79,382.43	6,615.20	3,042.72	43.4674
	4	82,160.95	6,846.75	3,149.22	44.9889
	5	85,036.51	7,086.38	3,259.44	46.5634
	6	88,012.78	7,334.40	3,373.52	48.1931
	7	91,093.14	7,591.10	3,491.59	49.8799
	8	94,281.51	7,856.79	3,613.80	51.6257
	9	97,265.61	8,105.47	3,728.18	53.2597

Note: Effective April 11, 2021, there will be a 2% increase to all grids and steps on the salary schedule.
Note: Step 1 of all classification grids have been eliminated the first pay period after June 1, 2020.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	63,633.11	5,302.76	2,439.05	34.8436

4	2	65,874.70	5,489.56	2,524.97	36.0710
	3	68,179.95	5,681.66	2,613.33	37.3333
	4	70,566.60	5,880.55	2,704.81	38.6401
	5	73,036.21	6,086.35	2,799.47	39.9924
	6	75,592.18	6,299.35	2,897.44	41.3920
	7	78,237.90	6,519.83	2,998.85	42.8407
	8	80,976.49	6,748.04	3,103.82	44.3403
	9	83,539.24	6,961.60	3,202.05	45.7436

5	2	69,759.66	5,813.31	2,673.88	38.1983
	3	72,201.09	6,016.76	2,767.46	39.5351
	4	74,728.10	6,227.34	2,864.32	40.9189
	5	77,344.08	6,445.34	2,964.59	42.3513
	6	80,051.10	6,670.93	3,068.35	43.8336
	7	82,852.83	6,904.40	3,175.74	45.3677
	8	85,752.92	7,146.08	3,286.90	46.9557
	9	88,466.21	7,372.18	3,390.90	48.4414

7	2	73,874.72	6,156.23	2,831.61	40.4516
	3	76,460.43	6,371.70	2,930.72	41.8674
	4	79,136.67	6,594.72	3,033.30	43.3329
	5	81,906.31	6,825.53	3,139.46	44.8494
	6	84,772.75	7,064.40	3,249.33	46.4190
	7	87,740.14	7,311.68	3,363.07	48.0439
	8	90,810.85	7,567.57	3,480.77	49.7253

	9	93,685.11	7,807.09	3,590.94	51.2991
--	---	-----------	----------	----------	---------

8	2	76,053.18	6,337.77	2,915.11	41.6444
	3	78,714.81	6,559.57	3,017.13	43.1019
	4	81,469.84	6,789.15	3,122.73	44.6104
	5	84,321.14	7,026.76	3,232.02	46.1717
	6	87,272.10	7,272.68	3,345.13	47.7876
	7	90,327.16	7,527.26	3,462.23	49.4604
	8	93,488.40	7,790.70	3,583.40	51.1914
	9	96,447.71	8,037.31	3,696.83	52.8119

9	2	78,231.90	6,519.33	2,998.62	42.8374
	3	80,969.97	6,747.50	3,103.57	44.3367
	4	83,804.05	6,983.67	3,212.20	45.8886
	5	86,737.27	7,228.11	3,324.63	47.4947
	6	89,773.02	7,481.09	3,440.99	49.1570
	7	92,914.95	7,742.91	3,561.42	50.8774
	8	96,167.25	8,013.94	3,686.08	52.6583
	9	99,210.82	8,267.57	3,802.74	54.3249

APPENDIX 3

ADDRESSING VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

Violence Prevention Program

The Employer will establish a joint violence prevention program or review their existing program where one is in place that will include:

- (a) Creation of a provincial violence prevention sub-committee to develop control measures and provide guidelines to local OH&S Committees and to compile an annual provincial report of violence prevention activities to the local OH&S Committees;
- (b) Annual risk assessments coordinated by the local OH&S Committees and reported to the provincial violence prevention sub-committee;
- (c) Development of a workplace violence database that would provide detail into the scope and nature of violence in the workplace;
- (d) Ongoing employee education and training.

Each worksite shall annually perform a risk assessment of all factors which may put an employee at risk of workplace violence including assault and homicide. The local OH&S Committee will be consulted in this process and a Union representative or their designate will be involved in the assessment. Such factors shall include, but not be limited to:

- Working in public settings;
- Guarding or maintaining property or possessions;
- Working in high-crime areas;
- Working late night or early morning hours;
- Working alone or in small numbers;
- Working in sites with uncontrolled public access;
- Working in public areas where people are in crisis;
- Working in areas where a patient or resident may exhibit violent behavior;
- Working in areas with known security problems; and
- Working with a staffing pattern insufficient to address foreseeable risk factors.

Based on the findings of the risk assessment, the provincial violence prevention sub-committee shall develop and implement a program to minimize the danger of workplace violence to employees, which shall include appropriate training and a system for the ongoing reporting and monitoring of incidents and situations involving violence or the risk of violence.

Employee training shall include education regarding reports to the appropriate public safety official(s), body(s) or agency(s) and the process necessary for the filing of criminal charges, in addition to all employer policies. The employer program shall be described in a written violence prevention plan which shall be made available to all employees as well as the Union. The plan shall include:

- A list of the factors which may endanger and are present with respect to each employee;

- A description of the methods that the Employer will use to alleviate hazards associated with each factor including, but not limited to, employee training and any appropriate changes in job design, staffing, security, equipment or facilities; and
- A description of the reporting and monitoring system.

Each Employer shall designate a senior manager responsible for the development and support of an in-house crisis response team for employee-victims of workplace violence. Said team shall implement an assaulted staff action program that includes, but is not limited to, group crisis interventions, individual crisis counseling, staff victims' support groups, employee victims' family crisis intervention, peer-help and professional referrals.

INFORMATION APPENDIX A

OCCUPATIONAL HEALTH AND SAFETY REGULATIONS REFUSAL OF UNSAFE WORK

Procedure for Refusal

3.12

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
 - (a) ensure that any unsafe condition is remedied without delay; or,
 - (b) if in their opinion the report is not valid, they must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process, or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of:
 - (a) a worker member of the Occupational Health and Safety Committee; or,
 - (b) a worker who is selected by a trade union representing the worker; or,
 - (c) if there is no Occupational Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders they are deemed necessary.

No Discriminatory Action

3.13

- (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the *Workers' Compensation Act* because the worker has acted in compliance with section 3.12 or an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

INFORMATION APPENDIX B

EMPLOYEE BASIC LIFE INSURANCE

The Employee Basic Life Insurance shall include the following provisions:

1. Accidental Dismemberment and Loss of Sight with the following benefits:

- Loss of both hands or feet – the principal sum;
- Loss of sight of both eyes – the principal sum;
- Loss of one hand and one foot – the principal sum;
- Loss of one hand or one foot and sight of one eye – the principal sum;
- Loss of one hand or one foot – one half of the principal sum;
- Loss of the sight of one eye – one half of principal sum.

2. Advance Payment of Group Life Benefits for Terminally Ill Employees

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.04 (Group Life) are as follows:

- (1) Death must be “expected” within twenty-four (24) months. The employee’s attending physician will be required to provide sufficient medical information, including the employee’s diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
- (2) Requests for advance payments must be in writing.
- (3) Authorization from the employer must be submitted with the employee’s request.
- (4) The amount of the payment will be fifty percent (50%) of the life insurance coverage, subject to a maximum of fifty thousand dollars (\$50,000).
- (5) A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured’s death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

INFORMATION APPENDIX C

JOB SHARING

FOREWORD

This directive applies to all regular employees who have been appointed and:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

“Job sharing proposal” a document, initiated by two (2) employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one (1) full-time employee, can be divided to accommodate their request.

“Job sharing arrangement” where two (2) part-time employees perform the duties of a position previously performed by one (1) full-time employee.

“Partners” part-time employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where:

- one (1) of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, OR
- two (2) partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners’ current position.

A job sharing proposal must be presented to the Director of the Provincial Assessment Centre (PAC) for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this policy.

Approval of the job sharing proposal is at the discretion of the Director of the Provincial Assessment Centre (PAC). See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must be:

- qualified for the position to be shared;
- employed as a regular employee;
- at the same classification level or higher than the position being shared;
- performing their current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the applicable Directives, i.e. Probation, and Lateral Transfer, and Demotion.

The appointment letter should address whether or not the employee’s hours may be increased up to full-time due to operational requirements.

Acceptance of the appointment must be in writing.

Benefits

Benefits granted job sharing partners are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance. Each employee is also eligible for the minimum group life insurance (see the Supplementary Information section for further details).

Extended Absence

Where stated in the appointment letter, the supervisor may, due to operational requirements, increase one partner's work hours up to full-time to cover the other's extended absence, (e.g. leave or resignation). This is not meant to be a permanent change in hours of work unless requested by the employee and approved by the Director of the Provincial Assessment Centre (PAC); nor is it meant to limit the Director of the Provincial Assessment Centre's (PAC's) responsibility to determine how operational requirements will be met on each occasion.

The supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

Termination of Job Sharing Arrangement by Employees

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

Community Living British Columbia (CLBC) will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if they no longer wish to job share.

Termination of Job Sharing Arrangement by Employer

Community Living British Columbia (CLBC) may terminate a job sharing arrangement with reference being given to relevant provisions of the collective agreement. Such action should be limited to bona fide operational reasons.

Filling of Vacated Job Shared Position

It is at the discretion of the Director of the Provincial Assessment Centre (PAC), in cases where both partners leave a job sharing arrangement, to decide on how the position will be filled, e.g. approve a subsequent job sharing proposal, fill the position on a full-time basis.

The vacancy created by one (1) partner leaving may be filled by approving the remaining partner's request for full-time employment; by approving a new job sharing proposal; or by posting the part-time position.

Responsibilities

The Director of the Provincial Assessment Centre (PAC) is authorized to:

- determine whether job sharing arrangements are feasible;
- consider and approve or reject job sharing proposals;
- delegate in writing the above responsibility to other individuals within Community Living British Columbia (CLBC).

Accountabilities

The Director of the Provincial Assessment Centre (PAC) is accountable for ensuring that a mechanism is in place to review and respond to job sharing proposals.

Mandatory Procedures

Job sharing proposals must include:

- a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner(s);
- a copy of the proposed partner(s) most recent performance appraisal(s);
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

The appointment letter should outline the terms and conditions of employment, and state the agreed to terms of the specific job sharing arrangement. If Community Living British Columbia (CLBC) intends on increasing either partner's hours of work, due to operational requirements, it must be so indicated in their appointment letter.

REGULAR PART-TIME EMPLOYEES SERVICE, BENEFITS, PAID TIME OFF AND OTHER ALLOWANCES

Prorated

- Service seniority (one (1) years' service seniority for every 1,827 hours completed)
- Vacation
- Paid Holidays
- Other Paid Leaves:
 - 20.14 – Special Leave
 - 20.12 – Family Illness
 - 20.13 – Leave for Medical and Dental Care
- STIP
- LTD
- Public Service Pension Plan
- Canada Pension Plan
- Employment Insurance
- WorkSafeBC
- Group Life* (only entitled to minimum)
* is only prorated to the extent that the benefit is based on the employee's part-time salary.

Not Prorated

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

Others

- Overtime (paid in accordance with Clause 17.03 – Overtime Entitlement)
- Increment

GUIDELINES

Establishment of Job Sharing Arrangements

It may be to the advantage of the organization to approve job sharing proposals in the following circumstances:

- the organization will lose a valuable employee whose circumstances prevent them from working full-time;
- a mix of backgrounds/experience will enhance the operation;
- an employee wishes to phase-into retirement;
- a pool of experienced workers can be kept for full-time positions in the future.

Review of Job Sharing Proposals/Evaluation of Current Job Sharing Arrangements

Suggested issues to consider in reviewing job sharing proposals, or evaluating existing arrangements:

- Is the proposed partner qualified to do the job?
- Will/has the efficiency, productivity, timeliness, and level of service be/been maintained or enhanced?
- Will/has the productivity of the "dependent" work group be/been adversely affected?
- Can/has a practical and appropriate communication arrangement be/been established and maintained between the partners, the supervisor, clients and others?
- How will the supervisor assess the quality of the work if both partners are accountable for all duties of the position?
- Can/has an acceptable work schedule be/been worked out?
- Are both partners prepared to cover off for each other when requested for absences?
- Will/has the supervisor's job become more difficult because of this job sharing arrangement? In what way?
- Does the benefit outweigh the extra benefit/supervisory time costs?
- Is this a stable employment environment; is there any possibility of layoffs in the foreseeable future?
- Are the partners/candidates performing the duties satisfactorily?

INFORMATION APPENDIX D

DEFERRED SALARY LEAVE PROGRAM

CLBC offers a Deferred Salary Leave Program.

The Deferred Salary Leave Program (DSLPL) allows employees to defer between ten percent (10%) to thirty-three and one-third percent (33 1/3%) of their gross salary to finance a future leave of absence.

The program has a minimum leave period of six (6) consecutive full calendar months and a maximum of twelve (12) consecutive full calendar months. Federal income tax regulations require the deferral period be completed within a six (6) year time frame. The leave must commence immediately following the end of the deferral period.

The portion of your salary that you choose to contribute to your trust account is deducted through payroll from your bi-weekly salary and deposited with Group Retirement Services. During your leave of absence, you access the funds you contributed to your trust account during the deferral period.

Employees can pursue any activity or interest while on leave as long as they comply with the Standards of Conduct Policy. The DSLPL cannot serve as an early retirement package.

To participate, you must:

- Have two (2) years of continuous services as a regular employee.
- Have approval from your manager.
- Return to your job for at least the same amount of time as your leave.

Detailed information can be accessed on myHR.

INFORMATION APPENDIX E

PROBATION

This policy is included for information purposes only and does not form part of the collective agreement.

1. All employees newly appointed to Community Living British Columbia (CLBC) are on probation until they have worked the equivalent of six (6) months' full time.
2. A Community Living British Columbia (CLBC) employee subsequently appointed to another Community Living British Columbia (CLBC) position is on probation the equivalent of six (6) months' full time if the employee:
 - (a) has not completed a full initial probation period; or
 - (b) is placed in a suitable alternate position in accordance with Community Living British Columbia's (CLBC's) policy on Management of Health Related Absences; or
 - (c) has received a promotion (except as noted in (3) below); or
 - (d) is appointed to a position which has supervisory responsibilities and the employee has not supervised in previous positions; or
 - (e) has experienced past performance difficulties which have been discussed with the employee; or
 - (f) has demonstrably different job duties or responsibilities from the employee's previous positions.
3. With the exception of those items listed in (2), a subsequent probation may be imposed but it is not automatic. A decision must be made in each situation if a subsequent probation is to be imposed. A probation period for promotions under (2) above may be waived or partially waived if the selection panel determines the employee:
 - (a) was previously appointed, temporarily appointed, or substituted in the position or a similar position within the previous three (3) years; and
 - (b) satisfactorily performed the duties of the position.
4. A rejection on probation constitutes a termination of employment unless:
 - (a) it is a rejection on probation for subsequent appointment; and
 - (b) the Employer considers that an alternate placement would be successful; and
 - (c) an appropriate placement can be identified within the employee's geographic location or reasonable commuting distance.

INFORMATION APPENDIX F

HUMAN RIGHTS IN THE WORKPLACE – DISCRIMINATION AND SEXUAL HARASSMENT

Objective

1. The objective of this policy directive is to assist employees and the Employer in preventing discrimination and sexual harassment, and to provide procedures for handling complaints.

Application and Scope

2. This policy directive applies to all employees. Protection against discrimination and sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.
3. This policy directive does not prevent an employee from filing a complaint under the *Human Rights Code*, however, employees are not entitled to duplication of process. Where an employee directs a complaint of discrimination or sexual harassment to the British Columbia Human Rights Commission or where they are included as an element of a grievance, the complaint will not be pursued through the formal process specified in this policy directive.

Note: In the event a complaint is pursued under the *Human Rights Code*, rather than this policy directive, CLBC needs to assess the nature and legitimacy of the complaint and, where necessary, take appropriate steps to correct the situation.

Principles

4. Discrimination and sexual harassment violate the fundamental rights, dignity and integrity of the individual. The Employer, in cooperation with its unions and associations, promotes a work environment that is free from discrimination and sexual harassment where all employees are treated with respect and dignity. Where discrimination or sexual harassment is found to have occurred, the Employer may implement remedial action.

Mandatory Requirements

Definitions

5. **Complainant**
an employee(s) who has brought forward or filed a complaint under this policy directive alleging that discrimination or sexual harassment has occurred.
6. **Constituent groups**
 - a. B.C. Government and Service Employees' Union
 - b. British Columbia Nurses' Union
 - c. Excluded employees
7. **Investigator**
an individual named by the CEO to investigate through fact finding formal complaints of discrimination or sexual harassment.
8. **Respondent**
an employee(s) who is alleged to have discriminated against or sexually harassed the complainant.

Discrimination

9. Discrimination relates to any of the prohibited grounds contained in the *Human Rights Code*. Prohibited conduct may be verbal, nonverbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.
10. Employees have the right to employment without discrimination. Discrimination includes incidences of harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, gender identity or expression, political belief or conviction of a criminal or summary conviction offence unrelated to an individual's employment.
11. Employees who bring forward a complaint under this policy directive will not be subject to reprisal. However, the Employer may take appropriate action, including discipline, if a complaint is found to be frivolous, vindictive or vexatious.

Sexual Harassment

12. Sexual harassment is a form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of the harassment.
13. Examples of sexual harassment include, but are not limited to:
 - a. a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - b. sexual advances with actual or implied work related consequences;
 - c. unwelcome remarks, questions, jokes or innuendo of a sexual nature including sexist comments or sexual invitations;
 - d. verbal abuse, intimidation or threats of a sexual nature;
 - e. leering, staring or making sexual gestures;
 - f. display of pornographic or other sexual materials;
 - g. offensive pictures, graffiti, cartoons or sayings;
 - h. unwanted physical contact such as touching, patting, pinching or hugging; and
 - i. physical assault of a sexual nature.
14. The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Confidentiality

15. All information regarding a complaint is to be treated in strictest confidence. Information that must be shared will be disclosed on a "need to know" basis.

Complaint Procedures

16. These procedures will also apply if either the complainant or the respondent is a CEO. In such cases, the CEO to the Chair of the Board will assume the function of the CEO for the purpose of these procedures.

Informal Process

17. Employees who believe that they have a complaint of discrimination or sexual harassment may approach their union or association representative, supervisor or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. A matter dealt with to the complainant's satisfaction is considered to be resolved.

Management Process

18. If the matter is not resolved to the complainant's satisfaction, or if the employee chooses not to proceed informally, the employee will approach the first level of excluded management, not involved in the matter, for assistance in resolving the complaint. This must be done within six (6) months of the alleged occurrence. The complainant will approach the respondent's supervisor, if the first excluded level of management is the respondent.
19. The manager will review and take steps to resolve the complaint as appropriate. This must be done within thirty (30) days of the matter being raised by the employee. Bargaining unit members, complainants or respondents may have a union representative present. Excluded employees may also wish to have a representative present.
20. The manager will discuss the proposed resolution with the complainant and the respondent.

Formal Process

21. If the resolution proposed as a result of the management review is not acceptable, the complainant may refer the matter through the appropriate constituent group to the CEO or the CEO's designate. This must be done in writing and within thirty (30) days of receiving the manager's response or when the response was due.
22. An employee who is not a bargaining unit member may file a written complaint directly with the CEO. The employee must file within thirty (30) days of receiving the manager's response or when the response was due. The employee may seek assistance through the human resource personnel or bargaining association representative.
23. A written complaint will specify the details of the allegation including:
 - a. name and title of the respondent;
 - b. a description of the action, conduct, events or circumstances involved in the complaint;
 - c. the specific remedy sought to satisfy the complaint;
 - d. dates of incidents;
 - e. names of witnesses (if any); and
 - f. prior attempts to resolve (if any).
24. The CEO will provide a copy of the complaint to the respondent. The CEO or designate will acknowledge, in writing, receipt of the written complaint, have the matter investigated and take such steps as may be required to resolve the matter.
25. The constituent group and the employees involved will be advised in writing of the proposed resolution. This will be within thirty (30) days from the date the CEO received the written complaint or a later date mutually agreed to by the constituent group. Matters, which remain unresolved, may be referred to adjudication or dispute resolution as identified below.

Adjudication - Bargaining Unit

26. When the matter is not resolved following the formal process, the bargaining agent may refer the matter to adjudication. This must be within thirty (30) days of receiving written notification of the proposed resolution or such other date as may be mutually agreed between Community Living British Columbia (CLBC) and the union, as follows:

- a. When a complaint has been filed at the adjudication stage, an adjudicator will be appointed by the Employer within ten (10) days of receiving notice to proceed to adjudication. The adjudicator will be selected from a mutually agreed to list. Other adjudicators may be appointed with the agreement of the Employer and constituent groups. Adjudication will be conducted in a manner to ensure those involved receive a fair hearing. The adjudicator will determine the procedure and may admit any evidence deemed necessary or appropriate, consistent with the principles of natural justice. The adjudication will be held in private and the Employer has the right to full representation at the hearing.
- b. The adjudicator may:
 - make findings of fact;
 - decide if, on the facts, discrimination or sexual harassment has occurred;
 - attempt to mediate a resolution to the complaint; and
 - make recommendations regarding resolution of the complaint, which may include discipline.
- c. The adjudicator will forward their written decision and recommendations as expeditiously as possible to:
 - the complainant;
 - the respondent;
 - the CEO; and
 - the constituent group.
- d. The decision as to whether or not discrimination or sexual harassment has occurred is binding on the Employer, the complainant, the respondent and the constituent group.

Implementation of the Resolution

27. Where a matter has proceeded to the adjudicator, the CEO will consider the decision and recommendations of the adjudicator in finalizing what action should be taken. The complainant, the respondent and any other applicable party will be notified of the CEO's decision within five (5) working days of receiving the report of the adjudicator.
28. Any action taken by the Employer, including discipline, that is consistent with the findings of fact of the adjudicator must be considered by all parties as being determinative of the complaint and will not form the basis of a grievance for bargaining unit employees or a dispute from an excluded employee.
29. Pending the outcome of the complaint process, the CEO may take interim measures to separate the employees concerned. Such action is not considered disciplinary in nature or seen as a pre-determination of the merits of the allegation. Complainants will not be relocated without their agreement.
30. If the adjudicator determines that discrimination or sexual harassment has occurred, the Employer will document the personnel file of the respondent accordingly.

Dispute Resolution - Excluded Employees

31. If the matter is not resolved following the formal investigation, excluded complainants may refer the matter in writing directly to the CEO. The employee must submit the dispute within thirty (30) days of receiving the CEO's proposed resolution.

32. The CEO will process the dispute as specified in the policy directive, Dispute Resolution - Excluded Employees.

RESPONSIBILITIES

33. **The Commissioner** is responsible for:
- a. providing advice and assistance on the application of this policy directive to ministries and employees;
 - b. giving direction that complaints and investigations are treated in confidence;
 - c. coordinating the development of awareness, training and communication programs in support of this policy directive;
 - d. appointing an adjudicator to hear complaints of discrimination or sexual harassment not resolved following a formal investigation by a CEO;
 - e. forming a dispute resolution panel, when required; and
 - f. conducting formal investigations, when required.

Community Living British Columbia (CLBC)

34. **The CEO** is responsible for:
- a. fostering discrimination and sexual harassment free workplaces;
 - b. providing for employees attendance at the mandatory discrimination and sexual harassment awareness session(s);
 - c. disseminating to employees information of the complaint process established by this policy directive;
 - d. ensuring that complaints raised by Community Living British Columbia (CLBC) employees are investigated and addressed within the time frames established by this policy directive;
 - e. developing a system that enables all employees to be aware of their responsibilities relevant to this policy directive;
 - f. ensuring that complaints and investigations are treated in confidence;
 - g. ensuring that the number and grounds of complaints handled under this policy directive are tracked and reported;
 - h. ensuring that resolutions are implemented; and
 - i. delegating authority and responsibility, where applicable, to apply this policy directive within their organization.

35. **Excluded managers** are responsible for:
- a. developing workplaces, for which they are responsible, free from discrimination and sexual harassment;
 - b. informing all employees, for which they are responsible, of this policy directive;
 - c. investigating and resolving complaints within the time frames established by this policy directive;
 - d. reporting complaints that are investigated to the Ministry Discrimination Prevention Coordinator;
 - e. treating complaints and investigations in confidence as appropriate; and
 - f. following up on resolutions to ensure that they have been implemented and are working.

36. **Ministry Discrimination Prevention Coordinators** are responsible for:
- a. providing advice and assistance to ministry staff on the application of this policy directive;
 - b. distributing information to all ministry personnel responsible for implementing this policy directive;
 - c. collecting information on complaints of discrimination and sexual harassment and

- d. reporting as required to PSERC;
 - d. maintaining case files of management and formal investigations in a safe and secure place;
 - e. forwarding case files to PSERC in the event that an adjudication or dispute resolution panel is conducted;
 - f. treating complaints and investigations in confidence; and
 - g. following up on resolutions to ensure that they have been implemented and are working.
37. **Employees** are responsible for:
- a. treating fellow employees with respect;
 - b. refraining from discrimination and sexual harassment as defined by this policy directive;
 - c. treating complaints in confidence; and
 - d. meeting the time frames specified in this policy directive.

INFORMATION APPENDIX G

POSTINGS

The following provides guidance regarding the administration of Article 12 - Postings, Transfers and Secondment. The following is included for information purposes only and does not form part of the Collective Agreement.

Article 12 of the Agreement outlines notification requirements in relation to postings and panels.

- Article 12.01(j) (Postings) requires that copies of the posting be sent to the Union.
- Article 12.02(b) (Selection Panels) requires the Employer to give reasonable notice to any employee selected to appear before a Selection Panel and that similar notice be provided to the Union. The head steward or their designate will also be given appropriate notice.
- Article 12.05 (Notice of Promotions) requires that the Union be notified of any promotions made to positions in which the incumbent would be in the Bargaining Unit. Such notification can be made to the Union Office.

The British Columbia Nurses' Union can be contacted by fax (604) 433-7945 or toll free at 1-888-284-2222 or by telephone (604) 433-2268 or toll free 1-800-663-9991.

MEMORANDUM OF UNDERSTANDING #1

NEW FACILITIES

It is agreed that all vacancies for professional nurses to be established in new facilities shall be posted internally and current employees covered by this Agreement will be given preference in filling such vacancies, wherever possible.

MEMORANDUM OF UNDERSTANDING #2

RESIGNATION PROMPTING

It is understood and agreed that the Employer will not make any suggestions to the employee that they resign in order to facilitate ease of termination but, rather, that the proper procedures for the dismissal of an employee as contained in this Agreement are pursued if appropriate.

Notwithstanding the foregoing:

- if the suggestion to resign is of the employee's own volition, or
- if the Employer representative states, in the presence of a Union steward, that the Employer is prepared to accept a resignation,

then it shall be deemed as not contradictory to the intention of this Memorandum.

MEMORANDUM OF UNDERSTANDING #3

SAFEGUARDING VULNERABLE PEOPLE

The parties recognize that within Community Living British Columbia (CLBC) there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting Community Living British Columbia's (CLBC's) responsibility of safeguarding vulnerable people.

Vulnerable people includes, adults with physical/mental and/or intellectual disabilities and includes children.

MEMORANDUM OF UNDERSTANDING #4

PRE-EMPLOYMENT ELIGIBILITY AND CHECK-OFF ADMINISTRATION

The following is the Authorization of Dues Deduction form approved by the Parties, as provided for in Article 4(b):

TO _____ Hospital/Agency

I currently hold practicing registration as RPN RN both and until this authority is revoked by me in writing, I _____ (print name) HEREBY AUTHORIZE Community Living British Columbia (CLBC) to deduct from my wages and payable to the British Columbia Nurses' Union, the amount of the regular dues payable to the Union by a member of the Union.±

I further authorize that Community Living British Columbia (CLBC) provide the following information to the Union:

Mailing Address _____

Postal Code _____

Email Address _____

Home telephone _____ Work telephone _____

Nursing Registration No. _____ or

Social Insurance No. _____ Job classification _____

Employment Site/location address _____

Home email (optional) _____

Employment Status Regular Full-Time Casual Auxiliary

 Regular Part-Time On-Call Auxiliary

Signature _____ Date _____

BRITISH COLUMBIA NURSES' UNION
4060 Regent Street
Burnaby BC V5C 6P5

MEMORANDUM OF UNDERSTANDING #5

REVISIONS OF BENEFITS

The Parties agree that the following provisions shall be revised and implemented on the same basis as the changes made to the equivalent provisions in the 17th Master Agreement between the Province of B.C. and the B.C. Government and Service Employees' Union (BCGEU):

- Clause 15.03 - Shift Differential
- Clause 15.06(a) - Changes in Schedules (premium only)*
- Clause 20.03(b) - Union Business or Public Duties
- Clause 20.13 - Leave for Medical and Dental Care
- Article 21 - Maternity/Parental/Adoption Leave
- Clause 22.11(c) - Occupational First Aid Requirements and Courses
- Clause 25.01 - Basic Medical Insurance
- Clause 25.02 - Extended Health Care Plan
- Clause 25.03 - Dental Plan
- Clause 25.04(b) - Group Life
- Clause 25.05 - Air Travel Insurance
- Clause 27.09 - Vehicle Allowance
- Clause 27.10 - Meal Allowance
- Clause 27.12 - Accommodation, Board and Lodging Allowance
- Clause 27.14 - Retirement Allowance
- Clause 27.17 - Child Care Expenses
- Clause 29.07(a) - Health and Welfare
- Clause 29.11 - Weekly Indemnity
- Clause 17.08 - Overtime Meal Allowance
- Appendix 1 - Short Term Illness and Injury Plan and Long Term Disability Plan (Appendix 3 in CLBC-BCGEU)

**Note that the title of Clause 15.06 in this agreement is Shift Assignment*

MEMORANDUM OF UNDERSTANDING #6

NURSING ADVOCACY COMMITTEE – PROFESSIONAL RESPONSIBILITY

A. **Committee Structure**

At the request of either party, the parties will form a joint committee of one (1) representative(s) from both the Employer the Union.

The Union representatives attending at committee meetings will be granted Union leave without loss of basic pay.

Meetings of the committee shall be held at the call of either party within twenty-one (21) calendar days of such call.

Members of the committee shall have access to any Community Living British Columbia (CLBC) policy and procedure manuals as required to undertake its mandate.

Part B of this Memorandum is not subject to the grievance or arbitration procedures of Articles 8 (Grievances) and 9 (Arbitration).

B. **Committee Mandate and Responsibilities**

The mandate of the committee is to ensure that direct caregiver input is an integral element of the Employer's policy development and response to the changing demands in health care delivery.

The committee will be charged with specific responsibility for the following areas:

Professional Responsibility

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

- nursing practice conditions
- safety of patients
- workload

The committee will oversee the reporting infrastructure outlined below, which is a vehicle for employees to raise concerns in respect of the above.

Reporting Procedure

(i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.

(ii) Within fourteen (14) calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.

(iii) Within fourteen (14) calendar days after receipt of the written concern pursuant to (ii) above, should the matter remain unresolved, the employee shall refer it to the local standing joint committee. If it is determined by the local committee to be worksite specific, local initiatives shall be implemented, where possible, to resolve the matter.

(iv) If the concern is not resolved or if it is determined to have broader implications, the local standing joint committee shall refer the matter to the Nursing Advocacy Committee formed under this Memorandum.

(v) The Nursing Advocacy Committee shall review the matter and, if required, make recommendations to the CEO or Director, Provincial Assessment Centre (PAC), as the case may be, as to options available for resolution.

(vi) Within thirty (30) calendar days after receipt of the committee's recommendations, the CEO or Director, Provincial Assessment Centre (PAC) as the case may be, shall advise the employee in writing of their decision with copies to the Nursing Advocacy Committee, the responsible excluded manager, the employee's immediate supervisor, and the local standing joint committee.

The Nursing Advocacy Committee may make specific recommendations to the bargaining principals which relate to improving the processes outlined in this Memorandum and any other recommendations it may consider necessary to promote and maintain safe patient/resident/client care, safe nursing practice and the safety of patients and nurses.

MEMORANDUM OF UNDERSTANDING #7

LABOUR ADJUSTMENT

Should the Employer or the Union believe there is a need for a labour adjustment program in response to a downsizing and/or closure during the term of this Agreement, the parties agree to meet and establish a labour adjustment program which recognizes that there may exist issues which are unique to the terms and conditions of employment established between the parties to this Agreement. In developing the labour adjustment strategy, the parties may consider other issues including, but not necessarily limited to:

- principle that the first obligation is to employees of the bargaining unit
- job placement enhancement initiatives, including canvassing affected employees for voluntary options
- expansion of displacement capabilities, including access to vacancy/ displacement options equivalent to those available to laid off employees
- layoff notification extensions

Notwithstanding the generality of the foregoing, the parties agree that devolution at times is an ongoing poly-party process, which may have direct effect on employees, as patients are placed in different settings.

As such, the parties agree that flexibility and creativity best serve the objective of minimizing adverse impact on employees.

The parties agree there are a number of key mechanisms which can assist employees and the Employer in ensuring that transitions properly serve the interests of patients, employees and health care objectives.

If the parties agree that there is a need for a labour adjustment program, they will establish a Labour Adjustment Committee (LAC), specifically to respond to the downsizing and/or closure.

Terms of Reference

1. The Committee will be comprised of no more than four (4) appointees each from the Union and Employer.
2. The Committee will meet no later than thirty (30) days after the date of the announcement of a potential closure or downsizing, and thereafter at the call of either party.
3. A primary objective of the Committee is to ensure the dissemination of timely and accurate information including, but not limited to:
 - (a) ward closures;
 - (b) employee options;
 - (c) communication options;
 - (d) type and level of information sharing;
 - (e) applicability of ERIP (Early Retirement Incentive Program)/VDP (Voluntary Departure Program) initiatives;
 - (f) seniority lists as required.

4. The Employer will provide timely information generally as well as specifics for individual employee circumstances, such as confirmation of all regular and auxiliary seniority totals with the Employer.
5. The parties agree that third parties may assist in providing timely fact-based input which will assist in Committee deliberations.

Nothing in the Memorandum of Understanding detracts from or compromises either parties' rights under the Agreement.

MEMORANDUM OF UNDERSTANDING #8

ROLE OF THE REHABILITATION COMMITTEE

The Parties agree to establish a Joint Committee consisting of up to four (4) representatives from the Union and up to four (4) representatives from the Employer to revise the role of the Rehabilitation Committee to:

- (a)
- improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;
 - improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
 - identify and address systemic causes of illness and injury and consequent STIIP/LTD usage.
- (b) Clearly establish responsibility for case management in ministries, with the Committee providing advice and recommendations as required. Such recommendations may include:
- improved placement options for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 1, Part III (d)(4) – Rehabilitation Committee.

Community Living British Columbia (CLBC) Human Resource representatives are to be designated as Employer representatives to the Committee.

- (c) Ensure sharing of all information pertinent to a case with the parties involved (union, employer, Early Intervention Program Case Coordinator, insurance carrier).

Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

- (d) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed the government average. Where health and safety measures may be indicated, or where otherwise appropriate, the Committee may coordinate their investigation with the Provincial Joint Occupational Health and Safety Committee and make recommendations to the parties depending on the findings.

- (e) Review current forms used for STIIP and LTD and Rehabilitation in order to make them simple and more effective and/or eliminate duplication.

- (f) Develop provisions for expansion of the Joint Advisory Committee to include representation from the College of Physicians and Surgeons on matters which relate to the practice of occupational medicine as it relates to the effective administration of the STIIP and LTD plans.

MEMORANDUM OF UNDERSTANDING #9

Re: Recruitment and Retention Incentive Adjustment

The Parties recognize that Community Living British Columbia (CLBC) shares in the systematic difficulty of recruiting and retaining nurses. Incentives to address these problems can assist Community Living British Columbia (CLBC) in offering comparable career opportunities to prospective employees.

Therefore, the Parties agree to address specific recruitment and retention difficulties in the following manner:

For the term of the Community Living British Columbia (CLBC) Collective Agreement:

1. Effective April 1, 2019 when working afternoon shift, as defined in the Agreement, the employee will receive a recruitment and retention supplemental payment of fifty cents (\$0.50) per hour worked, less any ongoing increases in Clause 15.03 (Shift Differential), such that the total shift differential and supplemental payment does not exceed two dollars and ten cents (\$2.10) per hour.
2. Effective April 1, 2019, when working night shift, as defined in the Agreement, the employee will receive a recruitment and retention supplemental payment of one dollar and eighty-five cents (\$1.85) per hour worked, less any ongoing increases in Clause 15.03 (Shift Differential), such that the total shift differential and supplemental payment does not exceed three dollars and fifty-five cents (\$3.55) per hour.
3. In addition to any other premiums or incentives received, effective January 1, 2019, an employee will receive a recruitment and retention supplemental payment of one dollar and seventy cents (\$1.70) per hour worked between 2300 hours Friday and 2300 hours Sunday.
4. For the purposes of applying the terms of the collective agreement the above noted supplemental payments will be applied in the same manner as the shift differential in Article 15 (Shift and Rotation).

MEMORANDUM OF UNDERSTANDING #10

EARLY INTERVENTION PROGRAM

The Employer and Union representatives agree to implement a joint Early Intervention Disability Management Program.

The purpose of the Early Intervention Program is:

- To assist and support employees to successfully return to work following an injury or illness, reducing the cost of disability to both the employee and the Employer;
- Ensure the earliest and safest return to work plan while allowing employees to maintain their benefits and income level, as well as to support their continued contact with co-workers;
- To work cooperatively and jointly with the Union and assist them to fulfil their role of protecting jobs and benefits for their members;
- To minimize the negative impact of disability on the employee's family, co-workers, supervisors and community;
- To build mutual trust between all stakeholders through improved cooperation.

Employees will be encouraged to participate in the Early Intervention Program, if a potential health issue indicates they may benefit from this service; however, participation is on a voluntary basis and not a requirement under the collective agreement.

MEMORANDUM OF UNDERSTANDING #11

REVIEW OF WORKPLACE SAFETY TRAINING AND GUIDANCE

The Parties recognize that they share an interest in providing new mental health employees with workplace violence safety related training and guidance.

In this regard, representatives for the Employer and the Unions shall meet during the term of this Agreement to review existing resources which apply to workplace violence. Existing resources may include but shall not be limited to the following:

- (i) educational workshops including the WorkSafeBC rules and regulations, health and safety, relevant conflict resolution, problem solving and others;
- (ii) available training to limit potential injuries in the workplace due to workplace violence;
- (iii) the identification of current and future training needs and options related to the prevention of workplace violence;
- (iv) relevant e-learning and audio/visual presentations.

Regarding a mentorship program, the Parties will select a Committee to explore the viability of a mentorship program. The task of the Committee will include, but not be limited to:

- Recommending appropriate Policies and Procedures for mentor recruitment, such as screening, orientation and training, matching, match activities, ongoing support, recognition and match closure.
- Reviewing and recommending appropriate organizational support needs for a successful mentor program, such as identifying resources available or needed, advisory groups, and the management and sharing of information.
- Recommending a plan for evaluating the impact and outcomes for mentees, mentors, patients and the employers.

Notwithstanding any recommendations arising from the foregoing MOU, the Employers', Unions' and Employees' statutory responsibility for workplace safety will be adhered to. Consistent with these requirements, the Committee may make interim recommendations to local OH&S and/ or the PJOSH.

The Committee will provide the bargaining principles with recommendations no later than June 1, 2018.

MEMORANDUM OF UNDERSTANDING #12

BASELINE STAFFING INFORMATION

The Employer will provide the Union with copies of the baseline staffing levels, the regular FTEs and total auxiliary hours for all units/wards/programs on an annual basis.

If the Union has questions or concerns regarding the baseline staffing levels, the Employer will agree to discuss the Union's concerns.

The parties agree that data on overtime hours and hours worked by part-time employees above their normal FTE will be provided to the Union when requested by the Union, within reason.

MEMORANDUM OF UNDERSTANDING #13

CHANGES TO SHIFTS AND ROTATIONS

The Union has identified a desire by some members, less than a majority, to have the opportunity to work additional day shifts and to have more weekends off. The Employer has identified a need to have a limited number of additional nurses on duty on Monday to Friday during the day shift in order to better provide certain programs.

In view of the above,

- (1) the Parties agree to introduce pilot project(s) where a limited number of regular full time Nurse Level 4 and/or Nurse Level 5 employees will be given the opportunity to accept assignment of a combination of four (4) days' work and five (5) days' work with the equivalent number of annual days off as provided by a 4-2 shift pattern with the number of consecutive days off being two (2) or more;
- (2) the maximum number of consecutive days of work shall be five (5);
- (3) all provisions of current Article 15.11 (Shifts, Variations and Flexibility) shall continue to apply;
- (4) by mutual agreement at the local level, ward(s) shall be chosen on which to introduce the pilot project;
- (5) the provisions of the pilot project shall be in writing;
- (6) the Parties agree to establish a Joint Committee to monitor the implementation and success of the pilot project;
- (7) should the pilot projects be a success, the Parties may agree to add additional wards to the pilot project.

MEMORANDUM OF UNDERSTANDING #14

COMMUNITY LIVING BRITISH COLUMBIA – PROVINCIAL ASSESSMENT CENTRE LANGUAGE REMOVED FROM THE COLLECTIVE AGREEMENT

The following articles have been removed from the collective agreement as they are not reflective of the current operations at Community Living British Columbia's Provincial Assessment Centre. Should circumstances change in the future and cause these articles to be relevant again, the language will be reinstated. If there are any discrepancies between the following list and the 14th Nurses' Master and Component Agreements between Her Majesty in Right of the Province of British Columbia and the British Columbia Nurses' Union, January 1, 2011 - March 31, 2012², the language from the 14th Nurses' Master shall prevail³.

Article/ Clause	Article Name – Provision
1.02	Definitions – “relocation”, “travel status”, “headquarters or geographic location”
12.01(d), (f)	Postings – relocation expenses & transfers between geographic locations
12.08	Relocations
12.09	Transfers Without Posting
13.07	Transfers Within Geographic Location
13.13	Relocation Expenses
20.05	Reduction of Benefits – isolation allowance
22.09	Northern and Isolated Areas
23.01(h)	Educational Leave and Assistance – education opportunities for employees working in small communities
27.17	Relocation Expenses
27.18	Isolation and Vacation Transportation Subsidy Allowance
28.05	Classification Referee
29.02(c)	Seniority on Applying for Regular Positions – geographic location and seniority
Appendix 4	Application of Isolation Allowance Biweekly Pay Conversion Schedule
Appendix 4B	Isolation Locations Eligible for Special Vacation Transportation Subsidy
Appendix 7	Vehicle Safety and Survival Equipment
MOU #6	Transfers Without Posting
MOU #7	Human Rights Code
MOU #12	Nursing Advocacy Committee – Hospital and Community components only

² All articles/ portions of articles that have been removed can be found in their entirety in the 14th Nurses' Master.

³ Article number(s) may have changed from the 14th Nurses' Master, in which case article name gives direction.

MOU #13	Auxiliary Employees Hired for Downsizing/ Closing Facility
MOU #20	Board and Lodging & Relocation Expenses
LOU #2	Transportation for Nurses in Correctional Camps
Component – CSNC	Entire component shelved
Component – HSNC	Entire component shelved ⁴

⁴ Most of the language from the Hospital Services Nursing Component has been incorporated into the main body of the collective agreement.

MEMORANDUM OF UNDERSTANDING #15

RE: RECOGNITION OF SENIORITY

When an external applicant is successful for a regular position and the previous Employer was unionized by BC Nurses' Union the Employer will recognize the employee's previous seniority.

MEMORANDUM OF UNDERSTANDING #16

MENTAL HEALTH

The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace including taking steps to mitigate mental injury and, as such, will continue to adhere to all applicable statutes, policies, guidelines, and regulations pertaining to the promotion of mental health and mitigation of mental injury. Mental health will continue to be incorporated into the Employer's Occupational Health and Safety Program.

The Employer and Union will strive to align with the aspirations and principles of the National Standard of Canada on Psychological Health and Safety in the Workplace through an ongoing process of continual improvement.

The Employer will continue to support the provision of appropriate education and training in mental health for employees who are interested in taking such training.

LETTER #1

Gayle Duteil
President
BC Nurses' Union

Dear Ms. Duteil:

Re: Archived Vacation

The Community Living British Columbia Collective Agreement allows for the carryover of ten (10) days unused vacation, up to a maximum of ten (10) days at any time. Vacation not taken in excess of this is “archived” and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2016 vacation year.

Administration Information Notes:

- The Employer shall create an email communication on this process to go to all staff in October 2017.
- Each employee will be presented with their respective balance and will be able to opt for a full payout of an archived vacation.
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2017.

Yours truly,

Seonag Macrae
CEO

LETTER #2

December 2012

Dan Murphy
President

Dear Mr. Murphy:

Re: **Vacation Entitlement/ WCB**

Further to our discussion, this will confirm our agreement that leave with pay pursuant to Appendix 1 (STIPP and LTD Plan), Section 1.01(d) (WCB Leave), is accepted at straight-time rates for purposes of applying Clause 19.01(e)(1) (Annual Vacation – Entitlement).

Thank you for your attention to this matter.

Yours truly,

Doug Woollard
Interim CEO

LETTER #3

June 21, 2011

Sherry Moller
President, UPNBC

Dear Ms. Moller:

Re: Aboriginal Community Government Elections

With respect to the addition of Aboriginal Community Government election to the language in Clauses 20.03 (Special Leave – Union Business or Public Duties), 20.09 (Elections), 29.06 (Auxiliary Employees – Application of Agreement), and 30.06 (General Conditions – Political Activity), the parties recognize that there are no applicable statutes regarding time off to vote. Should there be a dispute during the life of the collective agreement pertaining to the interpretation of this language, the parties agree to meet in a timely manner in order to discuss the issues and develop a resolve pertaining to the interpretation and application of the language.

Yours truly,

Carol Goozh
Vice President, Policy and Program Development, CLBC

LETTER #4

June 21, 2011

Ms. Sherry Moller
President, UPNBC

Re: Clause 8.18 – Suspensions Pending Investigation

The Employer has the right to suspend an employee without pay pending investigation if the employee's continued presence in the workplace constitutes a serious and immediate risk to the Employer's legitimate interests. In this respect, prior to suspending, the Employer must take reasonable steps to ascertain if such risk can be mitigated by closer supervision or reassignment to other work which is reasonably available.

The Employer's right to suspend a bargaining unit employee pending investigation as outlined above is consistent with the principles enunciated in *Phillips Cable* and *Ontario Jockey Club* decisions. The reasons must be included in the letter of suspension. The Employer commits to conduct the investigation as expeditiously as possible.

Yours truly,

Carol Goozh
Vice President, Policy and Program Development, CLBC

LETTER #5

June 21, 2011

Sherry Moller
President, UPNBC

Dear Ms. Moller:

Re: **Vacation Entitlement – Part-time Employees**

This clarifies agreement regarding the application of Article 19 to part-time employees. Clause 19.01(e)(2) provides annual vacation entitlement for part-time employees on a pro rata basis. However, the ten (10) day threshold outlined in Clause 19.01(e)(1) respecting monthly accrual (one-twelfth of annual vacation) does not apply to part-time employees. Rather, a part-time employee's vacation entitlement is simply "adjusted" for each occurrence, if any, where straight-time rates are not received (e.g. STIIP or leave without pay).

By way of example, a half-time employee working 3.5 hours x 5 days per week who is in their fifth (5th) vacation year would have the annual vacation entitlement of 70 hours (20 days x 3.5 hours).

A half-time employee works an average 875 hours per year (250 days x 3.5 hours).

If this employee is absent on STIIP (and does not elect top-up) for five (5) days or 17.5 hours, their annual vacation entitlement would be reduced by 1.4 hours ($[17.5 / 875] \times 70 = 1.4$ hours).

Similarly, if this employee works full-time for five (5) days or an additional 17.5 hours, their annual vacation entitlement would be increased by 1.4 hours.

It should be noted that the above adjustments are made on a bi-weekly basis.

I trust the above clarifies calculation of vacation entitlement for part-time employees.

Yours truly,

Carol Goozh
Vice President, Policy and Program Development, CLBC

LETTER OF UNDERSTANDING #1

Re: New Graduates – Mentorship Program

The Employer and Union representatives, at the local level, may agree to implement a Mentorship Program for newly graduated Registered Nurses (RNs) and Registered Psychiatric Nurses (RPNs). The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".

The program will include newly graduated RNs and RPNs. The new graduates will be hired as casual auxiliary employees and will be assigned temporary full-time/part-time assignments for up to the eight (8) weeks of the Mentorship Program.

Educational sessions, for both mentor and new graduate, will be held at the beginning and the end of the agreed upon time period. Each new graduate will have extra "orientation" of four (4) full shifts with a buddy, except where a new graduate's preceptorship has been on the same unit.

Once the Mentorship Program assignment has been completed, the new graduate will be reassigned to the on-call auxiliary pool and be subject to the normal terms of Article 29 – Auxiliary Employees. A new graduate may not have access to more than one (1) Mentorship Program assignment.

Programs will be reviewed on an annual basis.

LETTER OF UNDERSTANDING #2

Re: Shift and Rotations

The parties acknowledge that during bargaining questions arose specifically in regard to employees working a four on, two off, seven and one half (7.5) hour shift schedule that resulted in the parties not coming to an agreement. The parties have agreed to continue to work on these issues through the remainder of the agreement.

As per the Memorandum of Agreement between the Government of the Province of British Columbia and the BC Nurses Union, the parties agreed as part of the 16th Nurses Master and Component Agreements to:

- (1) Meet to review and agree on those areas of the master and component agreement(s) that require review/research.
- (2) Review the current master and component agreement(s) language.
- (3) Review and research past collective agreements/bargaining notes for history and understanding of the language currently in the agreement.

Community Living British Columbia (Employer) and BC Nurses' Union (Union) agree to meet and review the findings of this committee.

LETTER OF UNDERSTANDING #3

Re: Appendix 1 - Short-Term Illness and Injury Plan; and Long-Term Disability Plan

This letter confirms the Employer's commitment to review the current PAC Attendance Management program with a view to updating and simplifying policy/procedure. This review will be completed by March 31, 2018.

LETTER OF UNDERSTANDING #4

Re: Retention Payments

The intention of this letter is to recognize that an annual payment will be made in each year of the collective agreement. Upon contract ratification, the Parties agree that the Employer will provide a retention payment to all regular and auxiliary employees as noted below.

Eligibility

Regular employees will receive a payment allocated to the term year if they are an employee on April 1 of the year in the term of the agreement and an employee at the time of ratification of this agreement on the following basis:

April 1, 2019	\$225
April 1, 2020	\$300
April 1, 2021	\$740

Auxiliary employees will receive a payment allocated to the term year if they are an employee recalled or with recall rights on April 1 of the year in the term of the agreement and an employee recalled or with recall rights at the time of ratification of this agreement on the following basis:

April 1, 2019	\$100
April 1, 2020	\$100
April 1, 2021	\$100

For greater clarity, regular and auxiliary employees who meet the above conditions will receive the payment allocated to the year under the following circumstances:

- Employees on a leave of absence with or without pay at April 1 of the year in the term of the agreement and/or at the time of ratification;
- Employees who are on LTD at April 1 of the year in the term of the agreement and/or at the time of ratification; and
- Employees on paid absence prior to retirement at the time of ratification as long as they were also employees on April 1 of the year in the term of the agreement.

LETTER OF UNDERSTANDING #5

The Employer commits to working with the payroll provider to provide as much detailed information as possible with the restraints of the provider's system, including numbers of hours of shift/weekend differentials received and at which applicable rates.

Employees are encouraged to contact the payroll provider directly for inquiries related to their pay statement when required at 1-877-277-0772.

LETTER OF AGREEMENT #1

All appendixes, information appendixes, memorandums of understanding, letters, letters of understanding from the April 1, 2012 to March 31, 2014 collective agreement are deemed renewed and updated for the renewal collective Agreement unless the parties specifically agree to delete or amend these items.

MEMORANDUM OF AGREEMENT #1

Between:

COMMUNITY LIVING BC

And:

BC NURSES UNION

Re: Review of Bargaining Structure and Service Delivery Challenges

1. Community Living BC (CLBC) is a provincial Crown agency, mandated under the *Community Living Authority Act*, that funds supports and services through service agencies for adults with developmental disabilities and their families in British Columbia.
2. The BC Nurses Union (“BCNU”) is the bargaining agent for a bargaining unit of nurses employed by CLBC.
3. CLBC holds delegated bargaining authority in respect of collective agreement between CLBC and the BC Nurses’ Union (BCNU) in respect of the nurses currently employed by CLBC.
4. The collective agreement between CLBC and the BCNU expired on March 31, 2014 and the parties have been bargaining in good faith in an effort to conclude a renewal agreement.
5. The parties have identified two major issues that they agree require an independent review following renewal of the collective agreement:
 - (a) The effects of the bargaining structure on work opportunities for CLBC nurses;
 - (b) The challenges facing CLBC in recruiting and retaining nurses because of the difference in work opportunities and compensation between nurses employed by CLBC and nurses employed by health authorities.
6. In recent years, there have been differences in compensation between nurses employed by CLBC and nurses employed by health sector employers.
7. CLBC and the BCNU agree that these challenges are not subject to an immediate resolution and have agreed as follows:
 - (a) Within six (6) months of ratification of a renewed collective agreement between CLBC and the BCNU, to commence a review of the relationship of nurses employed by CLBC to that of nurses employed by the health sector.
 - (b) If necessary, the review will be conducted with the assistance of a facilitator (David McPhillips) agreed by the parties.
 - (c) The facilitator will issue recommendations with reasons within nine (9) months of the date of ratification of the renewed collective agreement.
 - (d) The parties and the facilitator may focus on:
 - (i) Changes in the CLBC/BCNU collective agreement intended to improve working opportunities and recruitment and retention opportunities for CLBC-employed nurses.
 - (ii) The facilitator may also recommend changes required in the collective agreement to meet these work opportunity and recruitment/retention objectives.

(iii) Adjustments to compensation that might contribute to meeting these objectives.

(iv) The parties, by agreement, may examine other issues.

(e) With the agreement of the Public Service Agency, by agreement CLBC and the BCNU may join the review of bargaining structure and service delivery challenges between the Public Service Agency and the BCNU.

8. Currently there are only 19 nurses employed by CLBC.

MEMORANDUM OF AGREEMENT #2

Between:

COMMUNITY LIVING BC

And:

BC NURSES' UNION

Re: Review of Bargaining Structure and Service Delivery Challenges

1. Community Living BC (CLBC) is a provincial Crown agency, mandated under the *Community Living Authority Act*, that funds supports and services through service agencies for adults with developmental disabilities and their families in British Columbia.
2. The BC Nurses' Union ("BCNU") is the bargaining agent for a bargaining unit of nurses employed by CLBC.
3. CLBC holds delegated bargaining authority in respect of collective agreement between CLBC and the BC Nurses' Union (BCNU) in respect of the nurses currently employed by CLBC.
4. The collective agreement between CLBC and the BCNU expired on March 31, 2019, and the parties have been bargaining in good faith in an effort to conclude a renewal agreement.
5. Currently there are 18 nurses employed by CLBC.
6. The parties have identified two major issues that they agree require an independent review following renewal of the collective agreement:
 - (a) The effects of the bargaining structure on work opportunities for CLBC nurses;
 - (b) The challenges facing CLBC in recruiting and retaining nurses because of the difference in work opportunities and compensation between nurses employed by CLBC and nurses employed by health authorities.
7. In recent years, there have been differences in compensation between nurses employed by CLBC and nurses employed by health sector employers.
8. CLBC and the BCNU agree that these challenges are not subject to an immediate resolution and have agreed as follows:
 - (a) The Facilitator's recommendations that are put into effect by the Public Service Agency and the BCNU, as referenced in their Memorandum of Agreement within the 17th Nurses' Master and Component Agreements, shall also be put into effect in the collective agreement between CLBC and the BCNU.
 - (b) Should the Facilitator process under 8(a) not commence by the term date of this collective agreement (March 31, 2022), the CLBC and BCNU shall meet to discuss how the Parties may proceed, including the potential to undertake the Facilitation process themselves, by engaging their own Facilitator to make recommendations.

MEMORANDUM OF AGREEMENT # 3

Between:

COMMUNITY LIVING BC

And:

BC NURSES UNION

Re: Early Retirement Incentive Plan – for LTD Employees

A) Early Retirement Incentive Plan (ERIP)

1. An Early Retirement Incentive Plan will be developed and offered to employees who:
 - (a) are in receipt of Long Term Disability Benefits, under the Totally Disabled Any Occupation provision;
 - (b) are at least 55 years of age at the time of the offering;
 - (c) Have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,
 - (d) are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.
2. For employees meeting the above criteria and subject to the Employer's approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employee's salary as at the date of disability. The ERIP payment may be used as pre-retirement leave. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.
3. Employees who receive the ERIP will not be eligible for benefits from Article 27.14 - Retirement Allowance.
4. The Employer will consult with the Union with respect to timing and duration of the program.
5. The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.

B) Miscellaneous

1. ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.
2. The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Totally Disabled Any Occupation, continue during the period of time that their application for retirement is being processed.
3. The LTD benefits will end on the date of commencement of paid absence prior to retirement in accordance with Appendix 1, Section 2.08 Cessation of Benefits.
4. The Employer will notify the union of employees who have been offered ERIP.

5. This Memorandum shall remain in effect during the term of the agreement.

INDEX

Aboriginal Community Government Elections	158	Commencement of Bargaining	100
Academic Bonuses	72	Communicable Disease	66
Accessibility	19	Compassionate Care Leave	61
Accessibility of Employer's Policies	19	Compensation - Escort Duty	41
Accommodation, Board and Lodging Allowance	82	Compensation for Statutory Holidays, Overtime and Standby	77
ACCUMULATION OF TIME	77	Compensation for Surplus Time	77
Actions of Patients	73	Composition of the Board of Arbitration	27
ADDRESSING VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE	120	Consecutive Days Off	41
Administrative Provisions	25	Contact While Off-Duty	50
Air Travel Insurance	76	Contracting Out	19
Amending Time Limits	25, 28	Conversion of Auxiliary Employees	95
Ancillary Bonuses	72	Conversion of Hours and Part-Time Entitlement	51
Annual Vacation	91	Copies of Agreement	98
ANNUAL VACATION	52	Copies of Correspondence	40
Appeal Procedure	34	Copies of Regulations	65
Application of Agreement - Auxiliary Employees	89	Death Benefit	83
Appraisal Reports	30	Decision of the Board	27
Approved Leave of Absence With Pay During Vacation	54	Deemed Resignation	64
ARBITRATION	27	DEFERRED SALARY LEAVE PROGRAM	128
Archived Vacation	156	Definitions	12
Area of Responsibility	23	Definitions - Grievances	24
Assessment of Professional Competence	29	Definitions - Overtime	47
Attendance Security	41	Definitions - Seniority	30
Authorization and Application of Overtime	48	Demotions	34
AUXILIARY EMPLOYEES	86	Dental Plan	75
Bargaining Agent	18	Designated Paid Holidays	50
Bargaining Unit Defined	18	Deviation from Grievance Procedure	26
BASELINE STAFFING INFORMATION	150	Disagreement on Meaning of Decision	28
Basic Medical Insurance	74	Disagreement Over Recommendations	67
Benefit Waiting Period Allowance	63	Disciplinary Procedure	29
Benefits Continuation	64	Disciplinary Records	30
Benefits Upon Layoff	65	Dismissal	28
Bereavement Leave	55	Dismissal or Suspension Grievance	25
Board Procedure	27	DISMISSAL, SUSPENSION, AND DISCIPLINE	28
Break Between Regularly-Scheduled Shifts	43	Donor Leave	61
Bridging of Service	32	Duties and Responsibilities	23
Call-out Provision	49	EARLY INTERVENTION PROGRAM	148
Changes in Agreement	100	EDUCATION POLICY	70
CHANGES TO SHIFTS AND ROTATIONS	151	Educational Leave and Assistance	70
Changing or Trading of Shifts, Rotations of Shifts, or Rest Days	44	Effective Date of Agreement	100
Changing Status	36, 95	Elections	58
CHECK-OFF OF UNION DUES	22	Eligibility Requirements for Benefits	92
Child Care Expenses	84	Employee and Family Assistance Program	77
Christmas or New Year's Day Off	51	EMPLOYER'S RIGHTS	23
Civil Emergency	57	Employment Insurance	77
CLASSIFICATION AND RECLASSIFICATION	85	Employment of Relatives	98
Classification Appeal Procedure	86	Entitlement - Vacation	52
Classification Grade Descriptors	85	Entitlements Upon Return to Work	64
Clause 8.18 – Suspensions Pending Investigation	159	Excessive Work Load	99
Clothing and Uniforms	99	Expedited Arbitration	28
		Expenses of Board	28
		Expiration of Agreement	99

Extended Child Care Leave	61	Leave for Court Appearances	56
Extended Health Care Plan	74	Leave for Medical and Dental Care	58
Failure to Act	24	Leave for Professional Association/College Duties	55
Failure to Appoint	27	Leave Respecting Death of Child	61
Family Illness	58	Local Standing Joint Committee	20
Formula for Hourly, Daily and Partial Month Calculations	84	Loss of Seniority	31, 88
General Application Dispute	26	Maternity and/or Parental Leave and/or Pre-Adoption Leave Allowance Repayment	65
GENERAL CONDITIONS	96	Maternity Leave	61
General Leave	58	Maternity Leave Allowance	63
GRIEVANCES	24	MATERNITY/PARENTAL/ADOPTION LEAVE	61
Group Grievance	26	Maximum Combined Entitlement	62
Group Life	75	Meal Allowance	42, 82
Health and Convenience	41	Meal Breaks	40
Health and Welfare	90	Medical Examination	76
HEALTH AND WELFARE	74	Membership	21
Her Majesty's Forces	57	Membership in Professional Bodies	22
Holiday Coinciding with a Day of Vacation	51	New Classifications or Proposed Changes in Existing Classifications	85
Holiday Falling on a Day of Rest	50	NEW FACILITIES	137
Holiday Falling on a Scheduled Work Day	51	New Graduates – Mentorship Program	161
Holidays Falling on Saturday or Sunday	50	No Discrimination for Union Activity	19
Hours of Work	40	NO EMPLOYEE LIABILITY	73
HOURS OF WORK	40	No Layoff to Compensate for Overtime	49
Household Emergency	58	Notice Boards	19
Human Rights Code	17	Notice of Layoff and Employee Options Upon Receipt of Notice	37
HUMAN RIGHTS IN THE WORKPLACE – DISCRIMINATION AND SEXUAL HARASSMENT	130	Notice of Promotions	34
Identification of a Supernumerary Employee	36	Notice to Bargain	99
Identification of Employee to Receive Notice of Layoff	37	Notification - Arbitration	27
IN CHARGE	47	Notification of Unsuccessful Applicants	34
Inappropriate Workplace Behaviour: Bullying, Harassment, Discrimination,	14	Nullification	27
Increment Dates	79	NURSING ADVOCACY COMMITTEE	142
Increments	95	Occupational First Aid Requirements and Courses	67
Increments - Eligibility	79	OCCUPATIONAL HEALTH AND SAFETY	65
Indemnity	97	Occupational Health and Safety Committee	66
Individual Contracts	19	OCCUPATIONAL HEALTH AND SAFETY REGULATIONS	122
In-hiring Rates of Pay	79	Orientation Period	38
Injury Pay Provisions	67	Out-of-Pocket Expenses	49
Interview Expenses	33	OVERTIME	47
Invalid Articles	18	Overtime Entitlement	48
Investigation of Accidents	70	Overtime Meal Allowance	49
Investigations and Documents	26	Overtime On Designated Paid Holidays	49
Job Evaluation Plan	85	Overtime On Travel Status	49
JOB SHARING	124	Paid Holidays	91
Joint Committee	39	PAID STATUTORY HOLIDAYS	50
Joint Education Committee and Jurisdiction	72	Parental Leave	62
LABOUR ADJUSTMENT	144	Parental Leave Allowance	63
LANGUAGE REMOVED FROM THE COLLECTIVE AGREEMENT	152	Parking	96
Layoff and Recall	89	Pay Period	78
LAYOFF AND RECALL OF REGULAR EMPLOYEES	35	PAYMENT OF SALARIES AND ALLOWANCES	78
Leave for Committee Meetings	57	Payroll Deductions	98
		Personal Property Damage	73
		Personnel Files	98

Placement and Duties of Employees	46	Scheduling of Vacation	53
Political Activity	98	Scope of Agreement	19
Postings	32	Secondment	34
POSTINGS	136	Selection Panels	33
POSTINGS, TRANSFERS AND SECONDMENT	32	Seniority	88
Pre Layoff	36	SENIORITY	30
Preamble	12	Seniority List	31
PREAMBLE AND DEFINITIONS	12	Seniority on Applying for Regular Positions	87
Pre-Arranged Overtime	49	Separation Allowance	54
Precedence of Agreement	19	Service Breaks	60
PRE-EMPLOYMENT ELIGIBILITY AND		Service Seniority Tie Breaker	32
CHECK-OFF ADMINISTRATION	140	Severance Pay	38
Pre-Placement Adoption Leave	64	Sharing of Overtime	48
Prevention of Violence In The Workplace	69	SHIFT AND ROTATION	42
Previous Policies and Letters of Understanding	99	Shift Assignment	43
Principles - Layoff and Recall	35	Shift Cycles	43
PROBATION	129	Shift Designation	42
Provincial Joint Occupational Health and Safety		Shift Differential	42
Committee	67	Shift Workers	51
RECOGNITION AND RIGHTS	18	Shifts, Shift Schedules, and Shift Rotations	42
Recognition of Stewards	23	Shifts, Variations and Flexibility	45
Recording of Overtime	48	SHORT TERM ILLNESS AND INJURY PLAN	
Recruitment and Retention Incentive Adjustment	147	AND LONG TERM DISABILITY PLAN	102
Reduction of Benefits	57	SIGNATURES OF THE PARTIES	101
Redundant Positions	36	Special Leave	59
Re-employment	32	SPECIAL LEAVE	54
Rejection During Probation	29	Special Leave Limitation	60
Replacement of Articles Held Invalid	18	Standby Provisions	82
Requests for Time Off Procedures	77	Standing Joint Committee	97
RESIGNATION PROMPTING	138	Statement of Duties and Responsibilities	99
Rest Interval	50	Step 1	24
Rest Periods	40	Step 2	24
Resubmission to Arbitration	28	Step 3	25
Retirement Allowance	83	STEWARDS	23
Return to Former Classification	29	Strain Injury Prevention	67
Return to Higher-Paid Classification	82	Strikes and Picket Lines	19
Review of Bargaining Structure and Service Delivery		Supervisory Officials	23
Challenges	167, 169	Suspension	28
REVIEW OF WORKPLACE SAFETY TRAINING		Suspensions Pending Investigation	27
AND GUIDANCE	149	Technical Information	98
REVISIONS OF BENEFITS	141	Technical Objections	26
Right to Refuse Overtime	49	Temporary Substitution	80
Right to Refuse Unsafe Work	66	TERM OF AGREEMENT	99
Rights	23	Termination of Employment	96
Rights of Witnesses	20	Terms of Employment	86
ROLE OF THE REHABILITATION COMMITTEE		Time Limit - Step 1	24
	146	Time Limit - Step 2	25
Rotation Between Teams	44	Time Limit - Step 3	25
Rotations and Adjustment	43	Transportation	50
Safe Workplace	65	Transportation of Accident Victims	67
SAFEGUARDING VULNERABLE PEOPLE	139	Travel Expense Reimbursement	85
Salaries	78	Unauthorized Absence	29
Salary During Vacation Period	54	UNION AND PROFESSIONAL SECURITY	21
Salary on Demotion	80	Union Business or Public Duties	56
Salary on Promotion or Reclassification	80	Union Observer	33
Savings Clause	39	UNION TO INTERVIEW NEW OR	

TERMINATING EMPLOYEES	23	Volunteering for Shifts	44
Unjust Dismissal or Suspension	30	WAGE RATES	116
Vacation Entitlement – Part-time Employees	160	WAGE SCHEDULES	115
Vacation Entitlement/ WCB	157	Weekly Indemnity	93
Vacation Leave on Retirement	54	Work Day	40
Vehicle Allowance	81		