

**COLLECTIVE AGREEMENT**

**between**

**BROADMEAD CARE SOCIETY**

**and the**

**BROADMEAD EMPLOYEES' ASSOCIATION  
(B.C. Government & Service Employees' Union  
and the B.C. Nurses' Union)**

**Effective to March 31, 2023**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*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;
- (2) "*Bargaining unit*" - is defined as all employees, except those excluded by the *Labour Relations Code*, employed by Broadmead Care Society, for which the BEA was certified by the Labour Relations Board on June 19, 2014;
- (3) "*Basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (4) "*Broadmead Employees' Association*" - composed of the B.C. Government and Service Employees' Union and the B.C. Nurses' Union ("*the Association*," or "*BEA*");
- (5) "*Child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (6) "*Common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (7) "*Continuous employment*" or "*continuous service*" - Subject to Clause 11.3, means, uninterrupted employment with Broadmead Care Society, including uninterrupted employment in the Public Service of British Columbia prior to June 1, 2013, uninterrupted employment with Beckley Farm Lodge prior to April 1, 2017, and uninterrupted employment with Rest Haven Lodge prior to April 1, 2018;
- (8) "*Day of rest*" - 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 a leave of absence;
- (9) "*Demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (10) "*Employee*" - means a member of the bargaining unit and includes:
  - (a) "*Regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*Auxiliary employee*" - meaning 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 disability 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) "*Project employee*" - full-time or continuous part-time nature, such as those appointments to positions at the Veterans Health Centre or appointments to those positions funded by Veterans Affairs Canada:

Note: this provision only applies to those employees appointed to Broadmead Care Society subsequent to the date of ratification.

"*Employee*" does not include:

- (1) excluded persons pursuant to Article 2.1;
- (2) incumbents of managerial or confidential positions pursuant to Article 2.1;

(11) "*Employer*" - means Broadmead Care Society;

(12) "*Headquarters or geographic location*" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties;

(13) "*Holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;

(14) "*Hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;

(15) "*Hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;

(16) "*Lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

(17) "*Layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall or Article 30 - Auxiliary Employees;

(18) "*Leave of absence with pay*" - means to be absent from duty with permission and with pay;

(19) "*Leave of absence without pay*" - means to be absent from duty with permission but without pay;

(20) "*Probation*" - for an employee means six months, or 910 hours;

(21) "*Promotion*" - means a change from an employee's position to one with a higher maximum salary level;

(22) "*Relocation*" - refers to the movement of an employee from one geographic location to another;

(23) "*Resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;

(24) "*Rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;

(25) "*Shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;

(26) "*Spouse*" - includes husband, wife and common-law spouse;

(27) "*Termination*" - is the separation of an employee from Broadmead Care Society for cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 - Seniority, or Article 30 - Auxiliary Employees;

(28) "*Travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;

(29) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU) or BC Nurses' Union (BCNU);

(30) "*Workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;

(31) "*Work schedule*" - means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

The parties to this agreement share a desire to improve the quality of the Broadmead Care Society. Accordingly, they are determined to establish an effective working relationship at all levels of Broadmead Care Society in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict With Policy

In the event that there is a conflict between the contents 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.

### 1.4 Master Appendices A, B, C, D, E and F

Appendices A, B, C, D, E and F shall be subject to the provisions of this agreement and shall not contradict, nullify, or alter any term contained therein.

### 1.5 Singular and Plural

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### 1.6 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* within Broadmead Care Society and for extending knowledge relating to the *Human Rights Code* to all employees.

Broadmead Care Society, 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 BC *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 belief, 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 Section 13 of the BC *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 BC Human Rights Tribunal or to the process specified in Clause 1.8. 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 1.8.

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.

### **1.7 Sexual Harassment**

Broadmead Care Society, in cooperation with the BEA, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one 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. 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.

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

Protection against 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.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Clause 1.8. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.8.

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.

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.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### **1.8 Discrimination and Sexual Harassment Complaint Procedures**

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clauses 1.6 or 1.7 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person 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.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the CEO or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and work location of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;

- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) CEO or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the CEO or such later date as may be mutually agreed by the Employer and the Union.

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to arbitration.

(g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Arbitrator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(h) If the Arbitrator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(i) Pending the determination of the complaint, the CEO may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(j) The complainant will not be relocated without their agreement.

#### **1.9 Bullying in the Workplace (previously MOU 5)**

(a) Employees have the right to work in an environment free from bullying and the parties agree that there is a need to take responsible action to prevent bullying and whenever they become aware of such behaviour, put a stop to it. Bullying refers to vexatious behaviour taking the form of 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 of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

(b) (1) Where a complaint of bullying between peers is brought to the attention of the Employer, within 30 days of the most recent alleged occurrence, it will be investigated by the appropriate supervisor or manager and, if substantiated, appropriate action will be taken to remedy the complaint. Details of the complaint will be provided to the respondent. The investigation shall be completed within 30 days of receiving the complaint. Any proposed resolution shall be issued within 14 days of receiving the results of the investigation. For the purpose of this memorandum of understanding "peers" refers to employees who are not in a reporting relationship where one employee is supervised by the other.

(2) If the disposition of the complaint is disputed by the complainant or respondent, either one of them may pursue the matter further with the excluded manager with jurisdiction for the worksite within 21 days of having received notification or resolution referenced in (b)(1). The excluded manager will investigate this matter and, if substantiated, take appropriate action within 30 days to resolve the complaint.

(3) A steward may be utilized to assist members at any point in this procedure.

(4) If the disposition of the complaint is still disputed by either employee, the complaint may be referred within 21 days to the CEO and the Union for resolution by the bargaining Principals. Their decision regarding the complaint will be issued within 45 days and will be final and binding, and consistent with the terms of the collective agreement.

(5) Clauses 1.6, 1.7, 1.8 and 31.13 of the agreement do not apply to this process.

#### *Referral to Arbitration*

If the disposition of the complaint is still disputed by either employee, the Union may refer the matter, in writing to arbitration within 21 days.

The Arbitrator will review the matter and may make a decision. If the Arbitrator determines that there is no basis for the complaint or there are insufficient particulars, the Arbitrator will dismiss the case.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will set its own process and may:

- make findings of fact;
- decide if, on the facts, if bullying has occurred;
- attempt to mediate a resolve;
- dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized with any grievance(s) filed which pertain to the bullying complaint.

Clauses 1.6, 1.7, 1.8 and 31.13 of the agreement do not apply to this process.

This clause remains in force and effect for the term of this agreement.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

(a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions.

(b) The guidelines to be considered in negotiating exclusions shall be:

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

- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement, or pursuant to the *Labour Relations Code*.
- (d) (1) When the Employer intends to exclude a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the program where the position is located, and a copy of the position's job description.
- (2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.
- (3) If no response is received from the Union within 30 days of the date of notification the matter shall be considered resolved. If the Union disputes the exclusion within 30 days of date of notification either party may refer the matter to the Labour Relations Board for final determination.
- (4) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, applies. The Employer recognizes the BC Nurses' Union as the exclusive bargaining agent for all employees for whom the Union has been certified as bargaining agent.

## **2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of this agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate.

## **2.4 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

## **2.5 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.

## **2.6 Recognition and Rights of Stewards'**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account operational considerations. The Union is entitled to at least one steward per worksite to represent employees at Step 2 of the grievance procedure.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.

- (c) In the absence of a steward, another steward at Broadmead Care Society will represent the employee.
- (d) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (e) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure (see [f] below regarding Step 2);
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.
- (f) The mandate of the steward at Step 2 is to:
- (1) present the grievance at step 2;
  - (2) conduct the step 2 meeting with the step 2 designate;
  - (3) attempt to conclude the grievance at step 2. it is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.

## 2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## 2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu" or "BCNU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## 2.9 Right to Refuse to Cross Picket Lines

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* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

- (a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
  - (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1.
- (b) *With pay* - leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union; or, for an employee elected to BC Nurses' Union Provincial Executive or Regional Chairperson;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

## 2.11 Union Meetings

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on June 19, 2014 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (b) All employees hired on or after June 19, 2014, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) 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 employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided on a quarterly basis.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

- (b) A new employee shall also be provided with:
  - (1) the name, location and work telephone number of the steward; and
  - (2) an authorization form for union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Bargaining Committees**

The Broadmead Employees' Association Negotiating Committee shall be comprised of employees who are representatives of the constituent unions together with the President of each union or designate. The Association Bargaining Committee shall be consistent with the Broadmead Employees' Association Articles of Association.

##### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of Broadmead Care Society.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory

official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of Broadmead Care Society.

(e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of Broadmead Care Society.

#### **7.4 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

#### **7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

#### **7.6 Emergency Services**

The parties recognize that in the event of a strike or lockout as defined in the *Labour Relations Code* situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) 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
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

#### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

#### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 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;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

**8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting their grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**8.5 Time Limit to Reply at Step 2**

- (a) Within 21 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 30 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

**8.6 Failure to Act**

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

**8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9 - Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received, or
- (b) 30 days after the Employer's decision was due.

**8.8 Administrative Provisions**

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by email or by facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

### **8.9 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the CEO or designate, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

### **8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) 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.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

### **8.11 Policy Grievance**

- (a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement or a, the dispute shall be discussed initially with the CEO or designate or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration.
- (b) Unless agreed by the Principals, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

### **8.12 Technical Objections to Grievances**

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 in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the

grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

#### **8.14 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.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

#### **9.2 Assignment of a Single Arbitrator**

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

(d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

#### **9.3 Arbitration Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

#### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

#### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they shall make every effort to do within seven days.

## 9.6 Expenses of Arbitration

Each party shall pay one-half of the fees and expenses of the Arbitrator.

## 9.7 Amending Time Limits

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

## 9.8 Expedited Arbitration

(a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances relating to Article 14 - Hours of Work;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two 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.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

## **10.2 Dismissal**

The CEO or designate, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

## **10.3 Suspension**

The CEO or designate may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

Upon the employee's request, suspensions of less than five days, excluding suspensions related to resident abuse or neglect, will be removed from the employee's file after four years from the date of issue, provided there has not been any further infractions or discipline.

## **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 - Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President or designate of the Union within five days of the action being taken.

## **10.5 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include:

- (1) written warnings;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) 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.

## **10.6 Employee Appraisal Forms**

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

- (d) An employee shall receive a copy of their appraisal upon request.

#### **10.7 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

#### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at 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 appropriate action being taken.

#### **10.9 Rejection During Probation**

(a) The CEO or designate may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. 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 feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 - Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

#### **10.10 Abandonment of Position**

An employee who fails to report for duty for four consecutive workdays without informing the Employer of the reason for their absence will be presumed 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 having informed the Employer.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

For the purpose of this and component agreements:

(a) Service seniority shall mean the length of continuous service as a regular employee in the Public Service of British Columbia and service with Broadmead Care Society following June 1, 2013. Regular employees in the Public Service of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of

service as a continuous temporary employee with the Employer prior to that date. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1827 hours completed.

(b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.

(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 Clause 12.7 or Appendix 3, Part III 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 within the same classification series or related series.

(d) Employees appointed by the Employer who are not members of this bargaining unit will not be credited, for the purpose of layoff and recall, with service seniority until they have completed one year's employment after having been placed into a vacancy within this bargaining unit, except as provided in (e).

(e) Employees who left the bargaining unit to fill a position, with the Employer, shall be immediately credited, for the purposes of layoff and recall, with their service seniority accrued within the bargaining unit. Upon completion of one year's service these employees will be credited with the remainder of their service seniority.

## **11.2 Seniority List**

A current service seniority list for regular employees as of December 31 will be provided by the Employer to the President of the Union on or before March 31 of the following year and for March 31 by June 30, June 30 by September 30 and September 30 by December 31.

## **11.3 Loss of Seniority**

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

(b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

(c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.

(d) An employee shall lose their seniority as a regular employee in the event that:

(1) they are discharged for just cause;

(2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position; or

(3) they are on layoff for more than one year and they do not opt for auxiliary recall pursuant to Clause 13.3(a)(4).

### **11.4 Re-Employment**

A regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their pension benefit contributions.

### **11.5 Bridging of Service**

If a regular employee terminates as a result of a decision to care for a dependant parent, spouse or child, and is re-employed, 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:

- (a) the employee must have been a regular employee with at least two years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment, and shall, for the purpose of the selection process, be credited with points for the years of continuous service accumulated to the effective date of termination.

## **ARTICLE 12 - SERVICE CAREER POLICY**

### **12.1 Postings**

- (a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within 30 days. Such postings shall be throughout Broadmead Care Society worksites.
- (b) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days.
- (c) Notices shall be posted at least 10 days prior to the closing date of the competition, except as provided for in Appendix 3, Part III and Article 13 - Layoff and Recall.
- (d) The notice of postings shall contain the following information: nature of position, qualifications, 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.
- (e) Postings will be posted on site bulletin boards and will be posted electronically on the Employer web site.

### **12.2 Union Observer**

A union designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

The Employer agrees to give reasonable notice wherever possible of the date of the interviews to the Union. In the event that union leave is denied at the local level, union staff will contact the Vice President

of HR or designate to discuss and resolve the leave request. The Employer will provide as much notice as possible of interview dates. Operational requirements will guide the Employer's response to the request.

### **12.3 Selection Procedures**

- (a) All regular vacancies shall be posted.
- (b) Regular employees shall have first priority for all regular vacancies upon their application through the posting process for lateral transfers.
- (c) Any vacancies not filled by regular employees shall be available to auxiliary employees who have applied through the posting process.
- (d) If one or more applicant is working in the same classification with the same qualifications as the posted position (lateral transfer), the most senior applicant will be selected. Employees working in a specific position are deemed to be qualified for the purposes of lateral transfers.
- (e) Appointments other than lateral transfers 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.
- (f) The initial assessment of applicants shall be a process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within a classification. Selection procedures shall also include consideration of years of continuous service, i.e., 0.5% of total competition points for each year of continuous service and to a maximum of 10% of total competition points (maximum of 20 years).

### **12.4 Notification**

- (a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.
- (b) If the successful applicant is not an employee, upon request, an unsuccessful employee applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

### **12.5 Review of Staffing Decisions**

- (a) An employee who is an unsuccessful applicant may request from the individual responsible for the appointment an explanation of the reasons why they were not appointed.
- (b) The responsible individual must provide an explanation as soon as practicable after receiving a request under Subsection (a).
- (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, in writing, specifying the grounds on which the request is made and be directed to the employer designate responsible for the position.
- (d) The CEO, or a person designated by the CEO, 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 CEO or designate will reply within 30 days.
- (e) 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 months in duration; and
- (3) an appointment of an auxiliary employee.

### **12.6 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 basic pay and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

### **12.7 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
  - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Rehabilitation Committee established in Appendix 3, Part III shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

### **12.8 Positions Temporarily Vacant**

Except in the case of an emergency, the Employer agrees to make every reasonable effort to ensure that an employee's workload will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation, or any other reason.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **Preamble**

The Employer agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article.

*Information note:* RN/RPN: See Appendix F for additional specific information

### **Pre-Layoff Canvas**

Prior to the layoff of regular employee(s) under Clauses 13.3 or 13.4, the Employer may canvas any employee or group of employees within Broadmead Care Society to invite:

- (a) voluntary placement into a vacant regular position;
- (b) resignation with severance as provided for in clause 13.3/13.4; or
- (c) where eligible, early retirement.

### **13.1 Workforce Adjustment**

- (a) The parties recognize that workforce adjustment will be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees.
- (b) Clauses 13.1 and 13.2 shall not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.

(c) The timeframe for Clause 13.1 placement activities is 90 days, or a lesser time frame for smaller adjustments, from the date the employee receives written notice of redundancy as mutually agreed to by the Joint Committee. Such notice will only be issued after consultation with or advice to the Joint Committee.

(d) The Employer will consult with the BEA through the Joint Committee established pursuant to Article 29 respecting workforce adjustment which results in redundancy as required pursuant to (a) above. Workforce adjustment activities will be guided by the following principles and procedures:

(1) The parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.

(2) The Employer must first minimize the impact on their regular employees through the appropriate:

(i) layoff of limited term employees;

(ii) cancellation of contracts for employment agency personnel;

(iii) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;

(iv) where necessary, layoff of auxiliary employees.

(3) The placement process applies to junior regular employees or, where appropriate, other regular employees in the same classification and seniority block for placement into vacant positions for which they are qualified.

(4) Surplus employees will be placed through lateral transfers where such vacancies are available.

(5) Surplus employees not able to be placed through lateral transfers will be offered available comparable vacancies. Where comparable placement offers are turned down by a surplus employee, they may be immediately referred to Clause 13.2.

(6) Acceptance of offers made to employees pursuant to this clause is voluntary. Where an employee accepts an offer, once confirmed in writing such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

### **13.2 Layoff and Recall Committee**

(a) The parties will form a layoff and recall committee whose purpose will be to minimize the impact on individual employees affected by redundancy.

(b) The purpose of the Committee will be:

(1) to facilitate and coordinate, the placement of surplus regular employees into existing vacancies for which they are qualified;

(2) to maximize placement opportunities and minimize job loss of affected employees by gathering relevant information, including lists of surplus staff and vacancies; and

(3) to recommend job orientation or appropriate training.

(c) The Committee will be comprised of two representatives of the Employer and up to two representatives of each constituent Union. The Employer agrees that union representatives who require leave from work will not suffer any loss of basic pay for time spent on the work of the Committee.

(d) The parties agree that in order to maximize the placement of surplus employees into vacant positions, training may be required over and above that provided for in the agreement.

(e) The parties agree that the Committee is a proper vehicle to identify employee skills, training options, and training sources. Where the Committee determines it is advisable to provide training to assist in such placement, it shall be offered.

Any training provided pursuant to this clause will be on a cost-effective basis for the purpose of continuing a surplus employee's service with the Employer.

(f) The Committee will be guided by the following principles:

(1) Once a regular employee is referred to the Committee for placement, the Committee will have three weeks to effect a placement under this process. If no placement by the Committee is possible within this time frame, then the Employer may issue layoff notice and the procedures of Clauses 13.3 or 13.4, as applicable, will be utilized. This time frame may be extended by mutual agreement.

Where layoff notice is issued, the three-week period may run concurrent with the notice period of 13.3(b) or 13.4(b), as applicable.

(2) The Committee shall review all referrals and:

(i) may recommend on the advisability and scope of a pre-layoff canvass;

(ii) may recommend staffing actions such as restricted competitions, under implementation, or temporary assignments;

(iii) may recommend to the Principals on the advisability of an Early Retirement Incentive Plan;

(iv) identify employee skills, training options and training sources for surplus employees.

(3) This placement process applies to junior regular employees or where appropriate other regular employees in the classification in the seniority block for placement into vacant positions for which they are qualified.

(g) The Committee shall provide for continuing consultation and cooperation between the parties with respect to the, training and placement of employees who have three or more years of seniority and who are subject to layoff.

(h) The Union and Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 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.

(i) 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 placed pursuant to Article 13, by classification.

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

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

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 grid levels below or one grid level above the employee's original classification.

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

### **13.3 Less Than Three Years' Service Seniority**

In the event of a layoff, the following shall apply to regular employees with less than three years' service:

(a) *Layoff*

(1) Layoff of regular employees with less than three years' service seniority shall be in reverse order of seniority within a classification and within the seniority block as specified in Appendix 4 - Seniority Blocks.

(2) (i) A regular employee designated for layoff may opt to use Clause 13.4(b)(2)(i) and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available an employee promoted from another position within the same seniority block 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 seniority and is qualified and able to perform the job after a period of familiarization.

(iii) If an employee is not placed through the option of (a)(2)(ii) above, then they may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised only within the same seniority block and same geographic location.

(iv) The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee, within the same seniority block and going onto auxiliary recall lists.

(4) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain their regular status unless they fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 - Maternity, Parental and Pre-Adoption Leave; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.3 and 15.4, the vacation scheduling provisions, and notice of layoff as specified in (b) below.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, their previous regular service seniority shall be credited as auxiliary seniority for the purposes of layoff and recall only. Calculation shall be based on 1827 hours of auxiliary seniority per year of regular service seniority (prorated for partial years).

(5) Notwithstanding (1), (2) and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

- (b) The Employer shall notify regular employees, in writing, who are to be laid off, 20 workdays prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work 20 full days after notice of layoff, they shall be paid in lieu of work for that part of the 20 days during which work was not made available.
- (c) An employee shall not accumulate seniority while on layoff.
- (d) Providing regular status is maintained pursuant to (a)(4) above, a regular employee with service seniority of less than three years and who is laid off, will be placed on a recall list for the purposes of recall to a regular position within the seniority block, from which the employee has been laid off.
- (e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of six months or longer duration shall be considered to be "regular" recall under this section rather than "auxiliary" recall under Clause 30.5 or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.
- (f) *Severance Pay*
  - (1) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned.
  - (2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to three weeks' pay for every year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

**13.4 Layoff - Three or More Years of Service Seniority**

In the event of a layoff of employees with three or more years' seniority, the following shall apply:

- (a) The Employer shall notify employees affected by Clause 13.4, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-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.
- (b) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:
  - (1) the employee to be laid off shall be the employee with the least service seniority in the same classification;
  - (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (iv) below.

	Vacancy/Displacement	Classification
(i)	Vacancy	same
(ii)	Vacancy	comparable
(iii)	Displace	same
(iv)	Displace	comparable

- (3) In order to facilitate the administration of Clause 13.4(b)(2) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/ bumping option shall be voluntary and if the option is declined by the

employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification.

(4) For purposes of this clause, an employee may only displace a junior employee with less than three years' seniority.

(5) "Comparable" includes a job with a salary range not more than four grid levels below the employee's original classification.

(6) Notwithstanding (2) above, an employee may choose to take the options available to employees with less than three years' seniority as outlined in Clause 13.3, rather than the options available to an employee with three or more years' service seniority.

(7) In the event that an employee is not placed pursuant to any of the above options they shall claim (c)(6) above or early retirement or severance pay.

(c) *Job Offers Pursuant to (c) Above:*

(1) If an employee refuses one job offer in the same classification they will be deemed to have resigned but may, if eligible, claim early retirement.

(2) If an employee refuses one job offer in a different classification, and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in Clause 13.4(h).

(3) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay as outlined in Clause 13.4(h).

(d) In all cases, the regular employee must possess the qualifications as determined by the Joint Committee, to perform the work available.

(e) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.

(2) In those circumstances where an employee is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.

(3) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(f) *Early Retirement*

A regular employee who is age 55 years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.

(g) *Payout of Sick Leave*

When an employee age 55 or older opts for severance pay or early retirement, they will also qualify in accordance with the agreement, for an amount equal to 50% of accumulated sick leave credits on the date of severance or retirement.

(h) *Severance Pay*

Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with Clause 13.4(d), a regular employee with greater seniority than three years will be entitled to resign with severance pay based upon three weeks current salary for each year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

The employee will not receive an amount greater than 12 months current salary.

(i) Subject to Clause 13.4(c), employees shall remain at work and on pay until the steps under Clause 13.4(b)(2) are completed provided the employee:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement; and
- (3) has not opted to use Clause 13.4(b)(6).

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

(a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of seven or seven and one-half hours per day, with either 35 hours or 37 and one-half hours per week, exclusive of meal breaks and either 1827 or 1950 hours per year.

(b) The Employer may establish positions at seven and one-half hours per day and five days per week, where:

- (1) no incumbent holds that position; or
- (2) where the employee and the union mutually agree.

### 14.2 Work Schedules

(a) The following table establishes full-time shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work consistent with the collective agreement and any relevant appendix.

	Shift Pattern	Length of Scheduled Workdays	Total Hours Per Cycle	Shifts Per Cycle	Total Annual Hours	Statutory Holidays	Statutory Holiday Hours
#1	5:2	7.5	37.5	5	1950	Worked	90.0
#2	5:2	7.5	37.5	5	1950	Not Worked	
#3	5:2	7.0	35	5	1827	Worked	81.9
#4	5:2	7.0	35	5	1827	Not Worked	
#5	4:2	7.5	30	4	1827	Worked	81.9
#6	4:2	7.5	30	4	1827	Not Worked	

- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the Union steward at the local level will establish work schedules based upon the shift patterns and hours of work clauses in relevant appendices and the provisions of this article including the following:
- (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated employer representative. If a change is requested which involves more than one worksite, notice shall be given to the President of the Union or designated employer official;
  - (3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;
  - (4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire.
- (d) The Employer and the Union shall agree to an "*Hours of Work Umpire*" at the time of the dispute in accordance with the collective agreement.
- (e) (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the Principals by a further seven days, in which to bring in a decision.
- (2) The Umpire shall base their decision on work schedule information in the collective agreement and the relevant appendix, as appropriate, and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with the collective agreement and relevant appendix may be considered.
- (3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (4) In coming to a decision, the Umpire shall abide by the following rules:
- (i) the decision must not be retroactive;
  - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
  - (iii) the decision must not interpret this agreement except for the provisions of Clauses 14.2(e)(4) and 14.2(f).
- (f) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:
- (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

(g) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days' notice, providing the length of workday is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days' notice may be concurrent with the period of notice in (c)(3) above.

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an umpire's decision.

#### 14.3 Conversion of Hours

(a) *Lieu days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be seven or seven and one-half hours per lieu day (1827 or 1950 annual hours respectively) for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven or seven and one-half-hour day (1827 or 1950 annual hours respectively) and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17 - Paid Holidays, the time off granted will be seven or seven and one-half hours per designated paid holiday (1827 or 1950 annual hours respectively) for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven or seven and one-half hours, (1827 or 1950 annual hours respectively) the resulting difference shall be included in the work schedules established pursuant to Clause 14.2.

#### 14.4 Rest Periods

All employees shall have two, 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### 14.5 Standby Provisions

(a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty 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 work schedule and who are normally required to work whenever called.

(b) Employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

#### 14.6 Meal Periods

(a) Meal periods shall be at least one-half hour and not more than one hour in length and shall be scheduled as close as possible to the middle of the scheduled workday except by mutual agreement between the Employer's designate and the Union's designate at the local level.

(b) An employee shall be entitled to take their meal period away from the workstation, unless prevented by operational requirements. In such cases, the meal period shall be considered as time worked and included in the work schedule or compensated for at the applicable overtime rate.

The scheduling and length of meal periods shall be in accordance with the collective agreement or any relevant appendix.

#### 14.7 Flextime

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

(1) choose their starting and finishing times; and

(2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven or seven and one-half hours (1827 or 1950 annual hours respectively), providing at least seven or seven and one-half hours (1827 or 1950 annual hours respectively) are required to complete the averaging period. If less than seven or seven and one-half hours (1827 or 1950 annual hours respectively) are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

### ARTICLE 15 - SHIFT WORK

#### 15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

(1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;

(2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;

(3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive;

(4) *weekend shift* - all hours worked on any shift between 11:00 p.m. Friday and 11:00 p.m. Sunday inclusive.

(b) *Shift Premium (full-time employees) - effective April 1, 2018:*

\$1.40 per hour for afternoon shift;

\$1.50 per hour for night shift.

*Shift Premium (full-time employees) - effective October 1, 2021:*

\$1.55 per hour for afternoon shift;

\$1.70 per hour for night shift.

(c) *Weekend Premium*

(1) Effective April 1, 2020 75¢ per hour

(2) Effective April 1, 2021 90¢ per hour

## 15.2 Shift Premium Entitlement

(a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

(e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the call-out period up to the commencement of their regularly scheduled shift.

## 15.3 Notice of Work Schedules

(a) Work schedules for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without 48 hours' advance notice and such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of 85¢ per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(c) In the event that an employee's work schedule or shift is changed without five days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

## 15.4 Short Changeover Premium

(a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 24-hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24-hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### **15.5 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **15.6 Shortfall of Annual Working Hours**

There shall be no pay back for shortfall of annual working hours.

### **15.7 Change of Work Location**

(a) Except in the case of temporary assignment changes for a duration of less than one month, and except in the case of emergencies, the Employer will give a regular employee 14 days' advance notice in writing stating the reasons, prior to implementing any change in the employee's designated work location.

(b) In the above-cited circumstances, shop stewards will be given an additional seven days' advance notice prior to implementing any change in the steward's designated work location.

(c) For the purpose of this clause, work locations are defined:

- (1) Veterans Memorial Lodge and Veterans' Health Care Centre
- (2) Nigel House and Harriet House
- (3) Beckley Farm Lodge
- (4) Rest Haven Lodge

(d) Notwithstanding (a) and (b) above, the Employer will continue to, wherever possible, give as much notice as possible of a change in an employee's designated work location.

(e) The provisions of (a), (b), and (d) above do not apply to those regular employees designated as floating relief, or whose position is designated multi-site.

### **15.8 Rotation**

Where the Employer's designate and the Union's designate at the local level agree that shifts be rotated, the shifts shall be rotated on an equitable basis among the employees involved.

### **15.9 Split Shifts**

(a) The Employer and the Union agree that employees shall not be required to work split shifts except by mutual agreement of the parties.

(b) Split Shifts may be amended by mutual agreement in accordance with (a) above.

(c) For split shift employees where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:

- (1) 55¢ per hour; or
- (2) the relevant shift premium.

No employee shall receive both premiums.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" - means work performed by a full-time employee in excess or outside of their regularly 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.

### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be 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) Notwithstanding the foregoing, the parties recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.

### 16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours; or
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by their full-time equivalent biweekly hours.
- (c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

### 16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

### 16.5 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

## 16.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
  - (2) double-time for hours worked in excess of the two hours referred to in (1) above;
  - (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.

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) An employee who is required to travel on employer 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.

- (d) (1) Overtime shall be compensated either in cash or time off, or a combination of both.
- (2) If the employee elects to take compensatory time off, the Employer shall make every reasonable effort to schedule such time off by mutual agreement within 60 days from it being earned.
- (3) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in the agreement, or upon termination.
- (4) Time off must be scheduled at a time that is mutually acceptable to the employer and employee.

## 16.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be \$15.30.

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance. Sufficient notice means ½ hour to permit preparation of the meal normally taken to work.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.

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<sup>1</sup> Sufficient notice means one-half hour to permit preparation of the meal normally taken to work.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one benefit for each meal.

#### **16.8 No Layoff to Compensate for Overtime**

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

#### **16.9 Right to Refuse Overtime**

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

(b) An employee on standby shall not have the right to refuse callout for overtime work.

#### **16.10 Overtime for Part-Time Employees**

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

#### **16.11 Callout Provisions**

(a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three 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.

(b) *Callout Time Which Abuts the Succeeding Shift:*

(1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "callout" means that an employee has been called out without prior notice.

(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift:*

(1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.

- (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.
- (3) If the elapsed eight-hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.
- (f) 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 also be entitled to the provision of (a) above.
- (g) *Callout for Emergency Situations*

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than of an emergent nature.

#### **16.12 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

- (b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

#### **17.2 Holidays Falling on Saturday or Sunday**

- (a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as 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 purpose of this agreement.

(b) Where there is a work dependency between employees covered by this agreement and private sector employees, the parties may, by mutual agreement, amend (a) above.

### **17.3 Holiday Falling on a Day of Rest**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

(b) In accordance with operational requirements and subject to (c) and (d) below, lieu days off will be scheduled by mutual agreement by the following methods:

- Scheduled into the roster which may be attached to the normal days of rest;
- Scheduled into the roster which may not be attached to the normal days of rest;
- Block of days attached to annual vacations;
- Block of days not attached to annual vacations;
- Random days which may or may not be attached to days of rest;
- A combination of the above.

(c) Lieu days not scheduled or taken in accordance with (c)(5) by July 1 of the current year shall be scheduled by mutual agreement to be taken by January 31 of the following year.

(d) Where lieu days are not scheduled or taken by January 31 of the following year, the Employer will make all reasonable effort to make payment by the next pay period immediately following January 31.

(e) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at double-time rate.

### **17.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to component negotiations this agreement.

### **17.5 Holiday Coinciding With a Day of Vacation**

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

### **17.6 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.

### **17.7 Paid Holiday Pay**

Payment for paid holidays 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 the 60 workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

(a) *Definitions:*

"*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.

(b) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

<b>Vacation Years</b>	<b>Workdays</b>
First to Second .....	15
Third .....	16
Fourth.....	17
Fifth .....	19
Sixth .....	20
Seventh .....	20
Eighth .....	22
Ninth .....	23
Tenth.....	24
Eleventh .....	25
Twelfth .....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth .....	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter.....	35

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.

(d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

**18.2 Vacation Earnings for Partial Years**

(a) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay.

(b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

### 18.3 Vacation Scheduling

#### *Vacation Period*

- (a) Employees shall be permitted to take their vacation entitlement at any time during the calendar year as the vacation schedule based on operational requirements permits. The Employer shall allow the maximum number of employees to take their complete vacation entitlement during the period April 15 to October 15 inclusive, and during the month of December.
- (b) The Employer's designate and the Union's designate at the local level shall meet by September 15 to discuss methods to facilitate (a) above. This time limit may be altered or this meeting waived by mutual consent of the designates. By October 1, the Employer shall commence soliciting employee vacation requests for the following year.
- (c) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.
- (d) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (e) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (f) Vacations shall be granted on the basis of seniority within their classification at each of the following homes:
  - (1) Veterans Memorial Lodge and Veterans Health Care Centre
  - (2) Nigel House and Harriet House
  - (3) Beckley Farm Lodge
  - (4) Rest Haven Lodge
- (g) An employee shall be entitled to their vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of their first vacation period. Such seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
  - (1) All employees' requests for first choice of vacation selection shall be completed between October 1 and 15.
  - (2) All employees' requests for second choice of vacation selection shall be completed between October 21 and November 7.
  - (3) All employees' requests for subsequent choices of vacation selection shall be completed between November 15 and 30 and finalized and posted by December 7.
  - (4) All employees must have exercised their seniority rights by the dates specified above. An employee who does not exercise their seniority rights by the specified dates shall not be entitled to exercise them with respect to any vacation time previously selected by an employee with less seniority.
  - (5) The dates provided for in Clauses (1), (2) and (3) above may be altered at the local level by mutual agreement of the parties' designates.

(h) *Vacation Schedules*

- (1) Vacation schedules will be posted by December 7 of each year. This date may be altered at the local level by mutual agreement of the parties' designates.
- (2) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (3) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (4) Pursuant to Clause 30.11, when an auxiliary employee qualifies for annual vacation leave, their selection(s) of vacation period(s) shall not restrict the choices of regular employees. Such auxiliary employees shall select their vacation periods in accordance with the methods outlined in Clause 18.

#### **18.4 Vacation Pay**

- (a) 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 60 workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheck forwarded to a mailing address supplied by the employee in writing.

#### **18.5 Approved Leave of Absence with Pay**

When an employee is hospitalized or under a physician's care and in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7 and 20.8 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

#### **18.6 Vacation Carryover**

- (a) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. Vacation not taken in excess of the carryover is "archived" and any outstanding archived balance will be paid out in full prior to March 31 of the following calendar year.
- (b) Employees with archived vacation as of the date of ratification will have the option of having the current balance paid out in full or held by the Employer until resignation, retirement or termination of employment.
- (c) 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 carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.7 Callback From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

### **18.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

### **18.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant, or where there is no dependant, to the employee's estate.

## **ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this agreement by negotiations between the parties and included as Appendix 3 - Short-Term and Long-Term Disability.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Bereavement Leave**

(a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays. It is understood that the employee has the ability to split the five-day entitlement between the date of death and the date of the funeral.

(b) Immediate family is defined as an employee's parent, stepparent, spouse, child, stepchild, grandchild, brother, sister, stepsibling, father-in-law, and mother-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.

(c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

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

(e) Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

## 20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) wedding of the employee - three days;
- (2) attend wedding of the employee's child - one day;
- (3) birth of the employee's child - two days;
- (4) serious household or domestic emergency - one day;
- (5) moving household furniture and effects - one day;
- (6) attend their formal hearing to become a Canadian citizen - one day;
- (7) attend funeral as pallbearer or mourner - one-half day;
- (8) court appearance for hearing of employee's child - one day;
- (9) in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent, and, after notifying their supervisor - one day per calendar year - this may be used in one-half shift increments;
- (10) child custody hearing - one day per calendar year;
- (11) where an employee or employee's child is a victim of domestic violence - three days per calendar year.

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

(c) For the purpose of (a)(2), (4), (5), (6), (7), (8), (9), and (10), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), 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 workday, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.

## 20.3 Family Illness

(a) In the case of illness or hospitalization of the employee's spouse or a dependent child of an employee, and when no one at the employee's home other than the employee can provide for their needs, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(c) For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

## 20.4 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, aboriginal community government, provincial, or federal election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

### **20.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who 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 shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

### **20.6 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

### **20.7 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

### **20.8 Educational Leave**

Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
- (c) Applications for educational leave for periods of four months or longer must be submitted to the Employer two months prior to the beginning of the requested leave period.

- (d) Applications for leave of periods of less than four months should be submitted to the Employer with as much lead time as practical.
- (e) After consideration by the Employer, all applications for educational leave of four months or longer shall be forwarded to the Joint Committee established in Article 29 for review, together with the decision of the Employer, no later than two months from the date of submission. If the Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer's decision, the grievance shall commence at Step 2 of the grievance procedure.
- (f) An employee granted educational leave under this clause shall receive up to 100% of their basic pay.
- (g) An employee granted educational leave under this clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, 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 pay.
- (h) 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 allowances and expenses on a pro rata basis.
- (i) 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 for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
- (j) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
- (k) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.
- (l) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this clause.
- (m) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

## **20.9 Elections**

Any employee eligible to vote in a federal, aboriginal community government, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

## **20.10 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably

withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

Leave will not be granted to employees to take a position with another employer.

#### **20.11 Leave for Medical and Dental Care**

(a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.12 "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) For the purpose of this clause, "*child*" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

#### **20.12 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.11 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer.

#### **20.13 Emergency Service Leave**

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

#### **20.14 Canadian Armed Forces and Canadian Coast Guard Auxiliary**

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

(1) *with pay* - where an employee is required to take annual training with Her Majesty's Reserve Forces provided any remuneration from the Government of Canada is remitted to the Employer;

(2) *without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) *without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Employees who volunteer in activities related to the Canadian Coast Guard Auxiliary may be granted leave of absence without pay to participate in training, or to attend regional association meetings as a board member, or conferences as a delegate.

Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces or the Canadian Coast Guard Auxiliary, may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

**20.15 Donor Leave**

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

**20.16 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

**20.17 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 11.3(a), the following conditions shall apply:

- (a) the employee's application shall be submitted to the employer at least four weeks prior to the expiration of Article 21 - Maternity, Parental and Pre-Adoption Leave;
- (b) the combined length of leaves under this clause and under article 21 shall not exceed 18 months;
- (c) the employee's return to work requirements of Clauses 21.8(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9;
- (d) upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

**20.18 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 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

**20.19 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 a child under the *Employment Standards Act*, and such leave will be in accordance with the *Employment Standards Act*. Notwithstanding Article 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits under Article 25.

**20.20 Leave Respecting Disappearance of Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of a child under the *Employment Standards Act*, and such leave will be in accordance with the *Employment Standards Act*. Notwithstanding Article 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits under Article 25.

**ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE****21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 17 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 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave shall commence six weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

**21.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks without pay, or extended parental leave of up to 63 weeks without pay.
- (b) Where both parents are employees of the Employer, they shall each qualify for up to 37 weeks of parental leave, or 63 weeks of extended parental leave.
- (c) Where there is a conflict between Article 21 and the *Employment Standards Act*, the *Employment Standards Act* shall take precedence.
- (d) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (e) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1;
  - (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, however, the leave must begin within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

- (f) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of leave.

**21.3 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 21.1 and 21.2 is limited to 52 weeks for standard parental leave, or 78 weeks for extended parental leave.

**21.4 Benefit Waiting Period Allowance**

An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

### 21.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 21.1, 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 they have 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 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### 21.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental 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 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, the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 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 the extended parental leave allowance will consist of a maximum of 61 weekly payments, equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the employer the employee shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

### 21.7 Pre-Placement Adoption Leave

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

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

- (a) attending mandatory pre-placement visits with the prospective adoptive child;
- (b) 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
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

### **21.8 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, and 21.7 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 21.9 or fail to remain in the employ of the Employer for at least six 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.

### **21.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 - Maternity, Parental and Pre-Adoption Leave or Clause 20.17 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 of equal rank and basic pay.
- (c) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 providing:
  - (1) the employee returns to work for a period of not less than six months, and
  - (2) the employee has not received parental allowance pursuant to 21.6; and
  - (3) the employee was employed prior to March 28, 2001.

Notwithstanding Clause 18.6(a) 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 months following the expiration of the subsequent maternity, parental or pre-adoption leave.

### **21.11 Maternity and/or Parental 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 21.4, 21.5, 21.6 and/or 21.7, 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 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 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

### **21.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 21.4, 21.5 and/or 21.6 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**

### **22.1 Statutory Compliance**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

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

### **22.2 Joint Occupational Health and Safety Committees**

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.
- (b) The Committees will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is:
  - (1) a workforce of 10 or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or
  - (2) a workforce of 25 or more workers in an operation or work area classified as "C" (low) hazard by WCB First Aid Regulations.
  - (3) Where workforce numbers are less than the minimum requirements of (i) and (ii), local committees may be established to encompass more than one worksite. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Article 29 Joint Committee.
  - (4) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for committee representation.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.

(e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee 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.

### 22.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Local Occupational Health and Safety Committee, or
- (b) a person designated by a safety committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with Occupational Health and Safety Regulation, Part 3, Section 3.12, they shall not be subject to disciplinary action.

### 22.4 Investigation of Accidents

(a) Pursuant to Part 3, Division 10, Accident Reporting and Investigation of the *Workers Compensation Act*, all accidents shall be investigated jointly by at least one representative designated by the Unions and one management representative.

(b) Reports shall be submitted on a PSC38 (accident investigation form) which may be amended by mutual agreement and copies sent to:

- (1) Workers' Compensation Board;
- (2) Occupational Health and Safety Committee;
- (3) Employer Designate(s);
- (4) Union Designate(s).

Nothing in this clause restricts the right of the Employer to require the management 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 of a union member, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

### 22.5 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Occupational Health and Safety Regulations, Occupational First Aid, Sections 3.14 - 3.21 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, effective April 1, 2014:
  - \$55 per biweekly period.
- Level 2 Occupational First Aid Certificate:
  - Effective April 1, 2019: \$45 per biweekly period
  - Effective April 1, 2020: \$46 per biweekly period
  - Effective April 1, 2021: \$47 per biweekly period

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 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 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 10 workdays 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 WCB 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), the Union 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 12.1.
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB Regulations to undertake occupational first aid training in order to obtain a certificate.

## **22.6 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave.

## **22.7 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. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

## **22.8 Hygiene Facilities**

In the interest of public health and general hygiene, proper facilities shall be provided in order that employees may wash up and change their clothes. Current shower facilities shall be maintained.

## **22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

## **22.10 Communicable Diseases**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) In respect of communicable diseases, the Joint Occupational Health and Safety Committee will consider, review and make recommendations to the Principals on issues including:
  - (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
  - (2) post-exposure protocols;
  - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.
- (c) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.
- (d) Where a communicable disease policy is established the Local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.
- (e) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

## **22.11 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care, or the public.

- (b) *Where such potential exists:*
- (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) The Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care, or another member of the public, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

#### **22.12 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

#### **22.13 Training Program for Occupational Health and Safety Committee Members**

- (a) Training of Joint Occupational Health and Safety Committee members will be undertaken using the jointly developed training program. Amendment of course material when required shall be by mutual agreement only.
- (b) The program will provide two days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.2(c)(2) within six months of appointment. The Joint Occupational Health and Safety Committee will determine the priority areas for scheduling of training.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (d) The training shall be carried out jointly by teams of qualified union and employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.
- (e) Union instructors shall be selected by the Union.
- (f) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

#### **22.14 Skin Protection From Ultra Violet Radiation**

The Local Occupational Health and Safety Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

### 22.15 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
- (1) the work methods and practises;
  - (2) the layout and condition of the workplace and workstation;
  - (3) the characteristics of objects or equipment handled;
  - (4) the environmental conditions;
  - (5) the physical demands of work;

in a manner consistent with generic guidelines developed by the 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 workplaces 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.

### 22.16 Mental Health

The parties recognize the importance of supporting and promoting a psychologically health workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The employer will support the provision of education and training in Mental Health First Aid for the health and safety representatives. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

The course shall not exceed two days per employee during the term of the collective agreement.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1

- (a) "*Technological change*" means:
- (1) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work undertaking or business, or
  - (2) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material;
  - (3) that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (b) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (c) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

- (d) In light of this mutual recognition the parties have agreed to the following.

### 23.2

- (a) The Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee established under Article 29 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
- (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 - Layoff and Recall.
  - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
  - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 - Layoff and Recall or Article 30 - Auxiliary Employees, as appropriate.

### 23.3

For purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### 23.4

Notwithstanding Clause 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

### 23.5

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined above. Accordingly, the parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either party.

**ARTICLE 24 - 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.

**ARTICLE 25 - HEALTH AND WELFARE****25.1 Medical Services Plan**

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

**25.2 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.

**25.3 Dental Plan**

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
  - (1) Part A, 100% coverage;
  - (2) Part B, 65% coverage;
  - (3) Part C, 55% coverage.
- (b) Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

**25.4 Group Life**

- (a) 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 \$50,000.

The Employer shall pay 100% of the premium on the base \$50,000 and the employee shall pay the premium for any insurance over the base minimum.

- (b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The group life plan shall include the following provisions for accidental dismemberment:
  - (1) loss of both hands or feet - the principal sum;
  - (2) loss of sight of both eyes - the principal sum;
  - (3) loss of one hand and one foot - the principal sum;
  - (4) loss of one hand or one foot and sight of one eye - the principal sum;
  - (5) loss of one hand or one foot - one-half the principal sum;
  - (6) loss of sight of one eye - one-half the principal sum.
- (d) The Employer and the BEA agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1 - Advance Payment of Group Life Benefits.

### **25.5 Employment Insurance**

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

### **25.6 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 the Short-Term Illness and Injury Plan.

### **25.7 Employee and Family Assistance Program**

- (a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This employer-funded, confidential, assessment/referral service will be monitored by the Joint Article 29 Committee.
- (c) The Employer will consult with the BEA regarding the selection of a service provider. The Employer will not select a service provider to which the BEA has reasonable objections.
- (d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

### **25.8 Health and Welfare Plans**

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the Union.
- (b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.
- (c) The cost of such a brochure shall be borne by the Employer.

### **25.9 Designation of Spouse**

Where an employee has designated a common-law spouse for benefit coverage under this agreement and the employee wishes to designate another common-law spouse, a period of 12 months must elapse before the newly designated common-law spouse (and eligible dependant[s], if any) are entitled to benefit coverage.

## **ARTICLE 26 - WORK CLOTHING**

### **26.1 Replacement Provisions**

An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

### **26.2 Maintenance of Clothing**

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued and required to be worn by the Employer.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

**27.2 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their pay no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

**27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.7 and Appendix 2E - Rates of Pay for Apprentices.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.
- (c)
  - (1) effective 12:01 a.m., October 1, 2019, all rates of pay for classifications listed in Appendix 1 shall be increased by 2.0 percent; and
  - (2) effective 12:01 a.m., October 1, 2020, all rates of pay for classifications listed in Appendix 1 shall be increased by 2.0 percent; and
  - (3) effective 12:01 a.m., October 1, 2021, all rates of pay for classifications listed in Appendix 1 shall be increased by 2.0 percent; and
  - (4) effective 12:01 a.m., October 1, 2022, all rates of pay for classifications listed in Appendix 1 shall be increased by 2.0 percent; and

*Note: The Employer agrees to provide an Economic Stability Dividend calculated in the same manner, amount and effective dates as negotiated between the Health Employers Association of British Columbia (HEABC) and the Facilities Bargaining Association (FBA).*

**27.4 Substitution Pay**

- (a) An employee will be granted substitution pay where the employee is:
  - (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or

- (2) assigned to perform duties of a higher paying position which would warrant a higher classification.
- (b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to (a)(1) or (2) above, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) Where this job description requires periodic substitution:
  - (1) substitution pay shall not be payable for periods of substitution of 70 (1827 annual hours) or 75 (1950 annual hours) consecutive work hours or less in the higher position;
  - (2) substitution in excess of (1) above 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.
- (e) Payment for leave under Clauses 20.1 and 20.2 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 four pay periods preceding their leave, in which case they shall receive the higher rate.
- (f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.
- (g) Grievances concerning (a) above, that are filed at arbitration, may be referred by either party to the expedited classification appeal process where the dispute is a disagreement on the classification level.
- (h) Substitution to a higher level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to:
  - (1) The employee's ability to perform the job; and
  - (2) A current satisfactory evaluation report; and
  - (3) Licensed Practical Nurses who are required to work as a nurse in charge on any shift shall be entitled to compensation of \$1.25 per hour for each shift.

#### **27.5 Rate of Pay on Reclassification or Promotion**

- (a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a

salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

(b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series to which the employee is reclassified or promoted. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.

(c) The above does not apply to new classifications established pursuant to Clause 28.2.

### **27.6 Pay on Temporary Assignment**

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

### **27.7 Salary Protection and Downward Reclassification of Position**

(a) An employee shall not have their salary reduced by reason of:

- (1) a change in the classification of their position; or
- (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their new classification.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

(b) Such changes in classifications or placements made pursuant to Article 13 - Layoff and Recall, and/or Clause 29.4(b) are covered by (a) above.

### **27.8 Vehicle Allowances**

Vehicle allowances for all distances travelled on Broadmead Care Society's business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance travelled from the employee's place of work to other Broadmead Care facilities or to other areas as required by the position up to a total maximum of 32 kilometers, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowance shall be:

<b>Date</b>	<b>Rate per km</b>
April 1, 2019	55¢

**27.9 Meal Allowances**

Employees shall be entitled to a meal allowance for the time spent away from Broadmead Care Facilities which is approved in advance by their manager or designate.

Meal	Effective April 1, 2018
Breakfast	\$12
Lunch	\$14
Dinner	\$24

**27.10 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation within their headquarters area, upon presentation of receipts.

**27.11 Dirty Pay**

(a) Laundry employees required to sort heavily soiled laundry shall have up to 15 minutes before their meal break and before the end of their shift for the purpose of personal wash up and shall be paid a premium, effective April 1, 2019 of \$1.20 per hour for all hours on each shift so worked, provided they have worked at least one hour of the shift under such conditions.

(b) A premium allowance of \$1.20 per hour shall be paid in addition to regular rates of pay to employees in classifications required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half hour.

**27.12 Footwear**

Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties, where not provided by the Employer, shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed as follows:

- effective April 1, 2019: \$145.95 biennially
- effective April 1, 2020: \$150.95 biennially
- effective April 1, 2021: \$155.95 biennially

Such reimbursement may be received only once every two calendar years.

Part-time regular employees shall receive this reimbursement on a pro rata basis.

*Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.*

**27.13 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

## 27.14 Career Development

### Purpose

(a) Both parties recognize that changing legislation and policy, improved equipment, methods, and procedures may create changes in the job structure of the workforce. The parties also recognize the need to provide employees with the opportunity for career development.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, to assist them in preparing for promotion, and to improve the quality of service offered by Broadmead Care.

Professional Development - Note: the following clauses apply only to Social Workers, Dietitians and Information Systems.

(c) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues, regular employees shall be entitled to up to 10 days' leave with pay per year for the following purposes:

(1) To attend conferences or conventions related to the employee's field or specialization.

(2) To participate in seminars, workshops, symposia, online or distance education/correspondence courses, or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.

A request for leave under this clause must include a research plan and the employee will be required to submit a report upon completion.

(d) Professional development leave shall not be cumulative.

(e) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.

(f) The Employer may reimburse an employee, proceeding on professional development leave, all or part of their expenses.

(g) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty however, such time shall not be counted as part of the professional development leave.

(h) Where an employee participates in pre-approved professional development activity, pursuant to this clause, on a day of rest, they will be allowed the equal time off at a mutually agreed time. This clause is not intended to include time spent on travel.

(i) *Professional Responsibilities* - Note: the following clauses apply only to physiotherapists

The Employer recognizes that an employee must work in a manner consistent with the standards of conduct, codes of ethics and by laws established by the appropriate licensing body. No employee will be disciplined for refusal to append name, signature and/or seal to an employer instructed course of action which, in the employee's opinion, conflicts with the aforesaid standards of the appropriate licensing body, provided that in such a case the employee shall, upon request, be required to prove the violation of the relevant professional standard or code and the Employer shall have the right to seek alternative advice.

(j) *Special Licenses and License Renewal*

When the Employer or the appropriate licensing body requires an employee to obtain a certification or specialized license due to changed requirements of the employee's position, or to renew a license requiring recurrent certification, the employee shall be permitted appropriate time off with pay and with expenses to meet the requirements of such certification or special license.

(k) *Professional Training*

The parties to this agreement recognize that there are two types of professional training programs, namely:

- (1) Formal training programs, which include credit courses at universities or colleges or through correspondence, leading towards a degree, diploma or certificate.
- (2) Informal training programs, which include non-credit training in the form of seminars, workshops, conferences or portions of conferences with educational content, short courses, correspondence courses and field trips.

(l) All training must be of a nature related to duties in the same or similar discipline of the employee concerned, or to duties which are performed. In both instances, the training must be directed towards an improvement of skills which, in the Employer's opinion, are required.

(m) The Employer agrees to consult with the Union to determine where professional training programs may be inadequate or inappropriate.

(n) Where the Employer requires an employee to attend a training program, the Employer shall bear the full cost of the employee's training, and where the program entails leave of absence, such leave of absence shall be with pay.

(o) Where an employee requests to attend a training program which is not required by the Employer, the Employer may grant to the employee leave of absence, where necessary, with pay or partial pay or without pay, and/or choose to defray a portion of the cost of the employee's training.

(p) The cost of an employee's training, referred to in (d) and (e) above, includes, where applicable:

- (1) tuition fees,
- (2) entrance or registration fees,
- (3) course required books,
- (4) necessary travel expenses (minus travel expenses normally incurred by the employee travelling between home and the place of work),
- (5) necessary subsistence expenses, and/or
- (6) other legitimate expenses approved by the Employer.

(q) In the event that an employee on training receives outside support, such as a scholarship, fellowship, bursary or any other type of assistance, the total of outside support plus employer support shall not exceed:

- (1) the employee's basic salary for the period of training, where leave of absence with pay or with partial pay is involved; and/or

(2) the actual cost of the training, where the Employer pays the full cost or shares part of the cost.

Any amount in excess of such combined support shall be refunded to the Employer through deduction of the employee's salary either during or after the employee's training period as circumstances require. It shall be the responsibility of the employee to report all sources of outside support to the Employer.

(r) Termination of employment by the employee or by the Employer for just cause prior to or during the employee's training shall nullify any obligation of financial assistance by the Employer in connection with the training.

(s) If, after the training period, an employee fails to return to work on the prearranged date without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Employer in connection with this training.

(t) An employee granted leave of absence with pay or with partial pay for training purposes shall sign a statement to the effect that, on completion of the training, the employee shall remain in the employ of the Employer for a period equivalent to three times the length of the training leave multiplied by the percentage of basic salary which was received during the training. Should the employee resign or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro rata basis, the salary plus, if any, cost incurred by the Employer in connection with this training.

(u) An employee granted leave of absence without pay for training purposes shall sign a statement to the effect that, on completion of the training, the employee shall remain in the employ of the Employer for a period equivalent to the length of the training leave. Should the employee resign or be dismissed for just cause before this period expires, the employee shall refund to the Employer, on a pro rata basis, the cost, if any, incurred by the Employer in connection with this training.

### **27.15 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee shall attend such demonstrations, conferences or seminars, upon approval of their application by the Employer. Such approval shall not be unreasonably withheld. Time spent in travel and in attendance shall be considered as time worked.

### **27.16 Retirement Allowance and Pre-Retirement Leave**

(a) Upon retirement from Broadmead Care, an employee who has completed 20 years of service with the Employer, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a pension benefit on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth 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.

(b) Where an employee is permitted to purchase a period of war service under the Public Service Pension Plan Rules at retirement, they may use all or part of their entitlement for the purchase of war service.

### **27.17 New Employee Salary Rate**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

**27.18 Telephone Allowance**

Employees 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.

**27.19 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the new salary shall be the maximum of the new position.

**27.20 Hourly, Daily and Partial Month Calculations**

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70 (1827 \text{ annual hours}) \text{ or } 75 (1950 \text{ annual hours})} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0893}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

Salary = hours worked and paid holidays x biweekly salary divided by hours scheduled and paid holiday (paid holiday equals seven hours).

When an article in this agreement 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 payday to the specified date.

**27.21 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 expense up to \$60 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 workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed 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.

#### **27.22 Lodging Allowance**

Employees on overnight travel who stay in non-commercial lodging shall be entitled to claim \$30 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.

#### **27.23 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the new salary shall be the maximum of the new position.

#### **27.24 Qualified Registered Professional Fees**

Regular employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed in full for annual membership or licensing fees (not to exceed 2018 fee schedule).

This clause applies to the following:

- Chartered Professional Accountants
- Licensed Practical Nurses
- Registered Dietitians
- Occupational Therapists
- Physiotherapists
- Registered Nurses
- Registered Psychiatric Nurses
- Registered Social Worker

#### **27.25 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**

#### **28.1 Classification Plan**

(a) The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the bargaining unit. The parties also agree to apply the Joint Job Evaluation Plan in

accordance with those principles to all bargaining unit positions using the gender neutral plan factors and degrees in the Joint Job Evaluation Plan.

The Joint Job Evaluation Plan will be used to evaluate positions in the agreement and to determine their appropriate factor ratings.

(b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

### **28.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs**

(a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly change in the job evaluation plan, a joint technical working committee will be used. There will be equal representation of technical experts from the Employer and the Union on this committee, and total membership from each side will not exceed four.

(c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plans used within the bargaining unit and shall make joint recommendations to the bargaining Principals for ratification.

(d) When a new or substantially altered benchmark/reference job covered by this agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.

(e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.

### **28.3 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, of this agreement.

#### **(a) Part 1**

(1) If an employee believes that the position they occupy is improperly classified, they shall complete and forward to their immediate supervisor and to the Union Part 1 of the Classification Appeal Form requesting a written job description describing duties and responsibilities, which shall be provided within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties and must be signed by an excluded manager or designate. An organization chart will also be included at this step.

(2) The employee and their immediate supervisor will review the job description and identify in writing any discrepancies between assigned duties and the job description content. If the excluded manager (or designate) agrees, the duties will be incorporated into the job description and signed by the excluded manager or designate. Any duties in dispute will be listed in writing by the employee and will accompany the Part 1 form.

#### **(b) Part 2**

If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the Employer and the Union

within 30 days of receipt of the written job description or when the response was due at Clause 28.3(a)(1) or the appeal will be deemed to have been abandoned. Differences between the employee and the excluded manager or designate respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "joint on-site" interview or telephone conference. The Union's classification representative will be advised of the date, time and location of on-site interviews in order that they may attend. The Employer shall respond within 60 days of receipt of such a request.

(c) *Part 3*

(1) If there remains a dispute respecting the classification level, the Union will complete Part 3 of the Classification Appeal Form and submit completed Parts 1, 2 and 3 of the form to the Employer within 60 days of receipt of the written response at Clause 28.3(c)(3) or when the response was due. Part 3 of the form will provide a written classification rationale explaining why the rating sought is more appropriate than the existing rating focusing on the area(s) in dispute for each appellant, or group of appellants, including reference to supporting benchmarks in the relevant classification/job evaluation plan. The Employer shall review the appeal and respond to the Union with a comprehensive explanation of its decision within 60 days of receipt of the appeal at Clause 28.3(c)(4). The Union will be advised of the time and location of on-site interviews in order that a staff representative may attend.

(2) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to adjudication under Clause 28.4 by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of receipt of the response from the Employer or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period.

(3) These time limits may be extended in writing by the mutual agreement of the parties.

(4) A submission of a classification appeal to adjudication shall be by certified mail or by courier to the Employer. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

#### **28.4 Adjudication**

The parties shall jointly agree upon a list of referee(s) who shall make a final and binding decision with respect to the proper classification of a position submitted to adjudication pursuant to Clause 28.2(e).

(a) The referee shall be assigned to hearings, depending upon availability, on a rotating basis from the list of referees. For full hearings, the order of rotation may be varied by mutual agreement of the parties.

(b) *Expedited Adjudication* - Classification appeals submitted to the adjudication stage may be submitted to a referee for a final and binding.

#### **28.5 Effective Dates**

The effective date of any resulting change in classification level shall be the first day of the biweekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 28.3(a)(1).

#### **28.6 Elimination of Present Classification (New Clause)**

The Employer agrees to consult with the Union prior to the elimination of any existing classification.

**ARTICLE 29 - JOINT COMMITTEE****29.1 Establishment of Joint Committee**

There shall be established a joint committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party. The minimum size of this committee shall be two union representatives and two senior employer representatives, and the maximum size shall be five union representatives and five employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

**29.2 Meetings of Committee**

The Joint Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

**29.3 Chairperson of Committee**

An employer representative and a union representative shall alternate in presiding over meetings.

**29.4 Responsibilities of Committee**

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) discussing issues relating to the workplace that affect the parties or any employee bound by this agreement;
  - (3) correcting conditions causing grievances and misunderstanding;
  - (4) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;
  - (5) reviewing matters unresolved and referred to it by a local occupational health and safety committee;
  - (6) reviewing organizational health issues relating to the recruitment and retention of employees;
  - (7) The Committee may make recommendations on the criteria for the approval of applications pursuant to Clause 20.8(e).

- (8) Individual issues that may be the subject of a grievance will not be discussed in Joint Committee meetings.

## ARTICLE 30 - AUXILIARY EMPLOYEES

### 30.1 Auxiliary Employees

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status.
- (b) For the purposes of Clauses 30.6 - Application of Agreement, 30.9 - Medical, Dental and Group Life Insurance, 30.11 - Annual Vacations and 30.12 - Eligibility Requirements for Benefits, hours worked shall include:
- (1) hours worked at the straight-time rate;
  - (2) hours compensated in accordance with Clause 30.10 - Designated Paid Holidays;
  - (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment to a maximum of 420 hours of missed work opportunity within 14 calendar weeks from the beginning of the claim;
  - (4) annual vacation pursuant to Clause 30.11(d) - Annual Vacations;
  - (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
  - (6) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business - Without pay, except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
  - (7) leaves pursuant to Clause 2.10(b) - Time Off for Union Business - With pay.
- (c) For the purposes of Clauses 30.6 - Application of Agreement, 30.9 - Medical, Dental and Group Life Insurance, 30.11 - Annual Vacations and 30.12 - Eligibility Requirements for Benefits, hours beyond the 420 hours in (c)(3) above, that an auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

### 30.2 In-Service Status for Applying for Regular Positions

- (a) Auxiliary employees who have worked in excess of 30 days (210 hours) will be recognized as in-service applicants when applying for regular positions.
- (b) Subject to Clause 30.4 - Loss of Seniority, an auxiliary employee who has worked in excess of 30 days (210 hours) prior to application for a regular position, or an auxiliary employee who is on layoff status and who has worked in excess of 30 days (210 hours) prior to being laid off, will have their length of service as an auxiliary employee recognized.

### 30.3 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this agreement, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within a seniority unit, as defined in Appendices A, B, C, D, E or F, as appropriate, on the basis of:
- (i) all hours worked at the straight-time rate;

- (ii) designated paid holidays or days off in lieu in accordance with Clause 30.10 - Designated Paid Holidays;
  - (iii) annual vacation in accordance with Clause 30.11(d) - Annual Vacations;
  - (iv) leave pursuant to Clause 30.12 - Eligibility Requirements for Benefits or Clause 30.6(c) - Application of Agreement;
  - (v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
  - (vi) missed work opportunities during leaves pursuant to Clause 2.10(a) - Time Off for Union Business - Without pay except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
  - (vii) leaves pursuant to Clause 2.10(b) - Time Off for Union Business - With pay.
- (2) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (3) Upon completing 30 workdays (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.
- (b) Subject to Clause 30.4 - Loss of Seniority, service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one seniority unit to another.
- (c) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board 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.

A current service seniority list shall be posted in the seniority unit by December 31, March 31, June 30 and September 30. Upon request, a copy of the service seniority list shall be provided to the steward.

### **30.4 Loss of Seniority**

An auxiliary employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, six offers of re-employment as provided in Clause 30.5 - Layoff and Recall; or
- (e) they become a regular employee.

### **30.5 Layoff and Recall**

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority unit Appendices A, B, C, D, E or F, as appropriate.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

(d) Auxiliary employees hired pursuant to Article 34 - Special Employment Programs, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 30.4(a) - Loss of Seniority upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Clause 30.5(d) - Layoff and Recall, within 30 days of the appointment.

(e) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to (g) below.

Calls made to auxiliary employees outside of the scheduled time periods will be treated in accordance with the applicable sections of this article.

(f) Auxiliary employees will be advised, in writing, which includes email, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in (h) and (j) below.

(g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section.

(h) (1) Where telephone, text or email communication is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employees. The Employer shall allow for a minimum of seven rings, unless an answering system responds.

(2) For the purposes of the morning call-out period only, a single verbal attempt will be made to contact the auxiliary employee at a maximum of two listed contact numbers. Should an auxiliary employee not respond to the call, this will not be considered a decline of work pursuant to Article 30.4(d). Should an auxiliary employee subsequently respond to the call and the shift has not been filled, the auxiliary will be assigned the shift.

(3) Where a pager is used, a single attempt will be made and the auxiliary employee must respond to the Employer within five minutes of the page.

Notwithstanding the above, in the case of an emergency situation, a single verbal attempt will be made to contact the auxiliary employees.

(i) Auxiliary employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in (g) above, and for the accuracy and completeness of the information provided. Where public communication or display media are used by the Employer to advise auxiliary employees of work available, the auxiliary employees will check such media in the manner indicated by the Employer. Auxiliary employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Auxiliary employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the Employer. The auxiliary employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If the Employer is unable to contact auxiliary employees during the scheduled time periods established in (e) above, they will immediately advise the employees by registered mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 30.4(d) - Loss of Seniority. If the Employer is unable to contact auxiliary employees outside of the scheduled time periods they will not count such unavailability for purposes of Clause 30.4(d) - Loss of Seniority except as specified in (l) below.

(l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 30.4(d) - Loss of Seniority.

(m) Where auxiliary employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.4(d) - Loss of Seniority.

(n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 30.4(d) - Loss of Seniority:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Clause 30.6(c) - Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependant child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (7) union leave per Clause 2.10 - Time Off for Union Business;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Clause 30.11(b) - Annual Vacations;
- (11) an offer of work which is less than three and one-half hours duration;
- (12) an offer of work which would constitute a short changeover (Clause 15.4 - Short Changeover Premium).

Employees who decline work pursuant to (11) or (12) will remain eligible to be recalled for other available work on the same day and to accept or decline that work in accordance with the terms of this agreement.

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on six separate

occasions<sup>2</sup> in the calendar periods between April 1 and September 30 inclusive or October 1 and March 31 inclusive.

- (p) (1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
- (2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.
- (3) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days' written notice.
- (q) Auxiliary employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (r) The Employer is not required to recall auxiliary employees who have already accumulated 1827 hours in 26 pay periods.
- (s) (1) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- (2) Where an employee commences work they shall receive three and one-half hours pay at their regular rate 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;
  - (iii) in which instances the provisions of (s)(1) shall apply.
- (t) Auxiliary employees who are unable to return to either full or modified duties after a period of 30 months from the start of their absence with no reasonable prospect of return will lose their service and classification seniority and will be considered an administrative termination.

### 30.6 Application of Agreement

(a) Except as otherwise noted in this article, the provisions of Article 11 - Seniority, Article 13 - Layoff and Recall, Article 17 - Paid Holidays, Article 18 - Annual Vacations, Article 19 - Short-Term and Long-Term Illness & Injury and Long-Term Disability, Article 20 - Special and Other Leave, Article 21 - Maternity, Parental and Pre-Adoption Leave, and Article 25 - Health and Welfare, do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

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<sup>2</sup> It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

(b) Any auxiliary employee who is eligible to vote in a federal, provincial, aboriginal community government or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

(c) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave).

(d) Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

### 30.7 Health and Welfare

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

Date	Rate per hour	Max biweekly
October 1, 2019	76¢	\$53.20
October 1, 2020	78¢	\$54.60
October 1, 2021	80¢	\$56.00

### 30.8 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority. 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 15 weeks at 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 30.7 - Health and Welfare in the six most recent biweekly pay periods in which earnings occurred.

(b) The benefit waiting period in each case of illness will be seven calendar days. This means that benefits will be paid from the eighth day of illness, effective January 1, 2021.

(c) Subject to Clause 30.8(b) - Weekly Indemnity, full benefits will be reinstated:

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

(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 of auxiliary seniority.

(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 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 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 auxiliary 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 Workers' Compensation;

- (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 a wage or profit;
  - (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
  - (10) who is serving a prison sentence;
  - (11) who would not be entitled to benefits payable pursuant to Part I 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 Service Canada 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.

### **30.9 Medical, Dental and Group Life Insurance**

- (a) Auxiliary employees will be eligible for coverage under Clauses 25.1 - Basic Medical Insurance, 25.2 - Extended Health Care Plan, 25.3 - Dental Plan, 25.4 - Group Life and 25.9 - Employee and Family Assistance Program after completion of 1827 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such auxiliary employees eligible for benefits under this clause will not receive the payment under Clause 30.7 - Health and Welfare.
- (b) An auxiliary employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 30.4(a), (b), (c) or (d) - Loss of Seniority.
- (c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of six consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

### **30.10 Designated Paid Holidays**

- (a) 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 15 of the previous 30 days; or
  - (3) worked, or received pay for at least 105 hours at the straight-time rate in the previous 0 days.

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

(b) An auxiliary employee who is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

*straight-time hours paid in the previous 30 calendar days divided by the straight-time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate multiplied by seven.*

(c) An auxiliary who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17 - Paid Holidays. The day off in lieu provided through the application of Article 17 - Paid Holidays shall be compensated on the basis of the formula in (b) above.

(d) Auxiliary employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight-time for hours worked on the holiday.

### **30.11 Annual Vacations**

(a) Auxiliary employees will be entitled to receive vacation pay at the rate of 6% of their regular earnings. Auxiliary employees shall receive their earned vacation biweekly.

(b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 105 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.

(c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.

(d) Auxiliary employees who have completed 1827 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1 - Annual Vacation Entitlement. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

(e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement.

(f) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2 - Vacation Earnings for Partial Years.

(g) Vacation leave shall be scheduled in accordance with the provisions of the agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.

(h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.

(i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4 - Vacation Pay, 18.6 - Vacation Carryover, 18.7 - Callback From Vacation, 18.8 - Vacation Leave on Retirement and 18.9 - Vacation Credits Upon Death.

### 30.12 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short-term illness and injury plan (STIIP), Clauses 20.2 - Special Leave, 20.3 - Family Illness, 20.4 - Full-Time Public Duties, 20.5 - Leave for Court Appearances, 20.9 - Elections, 20.11 - Leave for Medical and Dental Care, 20.12 - Maximum Leave Entitlement, 20.13 - Emergency Service Leave, 20.18 - Compassionate Care Leave and Article 21 - Maternity, Parental and Pre-Adoption Leave as follows:

- (a) An employee will be entitled to benefits under this clause after completion of 1827 hours worked in 33 pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when they:
  - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21 - Maternity, Parental and Pre-Adoption Leave;
  - (2) lose their seniority in accordance with Clause 30.4(a), (b), (c), or (d) - Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Section 1.10 - Benefits Upon Layoff or Separation.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after 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 workday or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately preceding absence due to illness.

### 30.13 Auxiliary Days of Rest

- (a) Auxiliary employees hired on an "*on call*" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on call staff being available.
- (b) Auxiliary employees who work the same number of consecutive full shifts at straight-time rates as regular employees in the same classification covered by the same local Hours of Work Agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

## ARTICLE 31 - GENERAL CONDITIONS

### 31.1 Commuting

The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit, cycling and/or to carpool to their worksites.

### 31.2 Indemnity

- (a) *Civil action* - except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs 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 and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.
- (d) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.
- (e) 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 person or organization notifying them of intended legal action against them;
  - (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
  - (3) where any investigative body or authority first notifies the employee of 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; or
  - (5) when the employee receives notice of any legal proceeding of any nature or kind.

### **31.3 Payroll Deductions**

An employee shall be entitled to have deductions from their salary assigned to an RRSP or TFSA of the employee's choice.

### **31.4 Political Activity**

(a) *Municipal, School Board and Aboriginal Community Government Offices:*

- (1) Employees may seek election to municipal, school board or aboriginal community government offices, provided that:
  - (i) the duties of the municipal, school board or aboriginal community government office other than regular council or board meetings do not impinge on normal working hours;
  - (ii) there is no conflict of interest between the duties of the municipal, school board or aboriginal community government office and the duties of their position.
- (2) Where the municipal council, school board or aboriginal community government or committees of these bodies hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 20.10, and provided that such leave shall not exceed one-half shift per week.

(4) The employee shall provide at least one week's written notice to the Employer.

(b) *Federal and Provincial Offices:*

There are no restrictions 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 in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(b). If not elected, the employee shall be allowed to return to their former position.

### **31.5 Copies of Agreements**

(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.

Where required, the Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for 50% of the distribution costs.

(b) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
BROADMEAD CARE SOCIETY  
and the  
BROADMEAD EMPLOYEES' ASSOCIATION  
(B.C. Government & Service Employees' Union  
and the B.C. Nurses' Union)  
Effective to March 31, 2023

(c) All agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Employer will provide copies of the printed agreement within 90 days of the signing of the agreement, providing the agreement is already signed. Ninety days may be waived in extenuating circumstances.

### **31.6 Travel Advance**

Employees will be provided with an adequate travel advance, upon request, if they are required to travel on employer business. The amount of advance will be determined by such factors as time away from the workplace and the frequency of reimbursement.

### **31.7 Supply and Maintenance of Equipment**

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### **31.8 Private Vehicle Damage**

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 \$600.

### **31.9 Personal Property Damage**

(a) Where an employee's personal possession(s) is/are damaged by a person in the care of the Employer, the Employer shall pay, effective date of ratification, up to a maximum of \$158, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing.

(b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

### **31.10 Disclosure of Information**

The parties recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

(a) An employee shall direct their concern or allegation to the employee's immediate supervisor.

(b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.

(c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.

(d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.

(e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the, Vice President of Human Resources, including the detailed information outlined above.

(f) Where an allegation involves the Vice President of Human Resources, the employee shall forward their allegation to the CEO.

### **31.11 Electronic Monitoring**

(a) Monitoring equipment may be used to protect the safety of employees, clients and persons in the care of the province or to protect the assets or property of the Employer.

(b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

### 31.12 Misuse of Managerial/Supervisory Authority

Misuse of managerial/supervisory authority takes place 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 action occasioned through the exercise, in good faith, 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.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

#### (a) *Process*

(1) If there is a complaint of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence.

(2) The complaint will be in writing and will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- an outline of the steps which have been taken to resolve the matter.

#### (b) *Investigation*

The supervisor/manager will conduct an investigation within 30 days of receiving the complaint and upon completion of the investigation, the Employer will provide its response to the employee(s) within 14 days. During this period, the supervisor/manager may take any steps to informally resolve the complaint. The employee(s) directly involved may have a steward present during these discussions.

#### (c) *Referral to Arbitration*

(1) If the response is not acceptable to the complainant or the respondent, the Union may refer the matter, in writing, to arbitration within 30 days of the Employer's response being issued.

(2) The Arbitrator will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents or if they determine that there is no basis for the complaint or there are insufficient particulars, the Arbitrator will dismiss the case.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Arbitrator may admit any evidence deemed necessary or appropriate. The Arbitrator will set their own process and may:

- (i) make findings of fact;

- (ii) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (iii) attempt to mediate a resolve;
- (iv) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized with any grievance(s) filed which pertain to the misuse of managerial/supervisory authority complaints.

(3) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

## ARTICLE 32 - SPECIAL EMPLOYMENT PROGRAMS

### 32.1 Training Program

(a) The objectives of the training program are:

- (1) to provide a training program leading to long-term employment for persons with disabilities and disadvantaged persons;
- (2) to increase awareness of the value of hiring persons with disabilities and disadvantaged persons;
- (3) to increase the personal development and work skills of persons with disabilities and disadvantaged persons;
- (4) to encourage the employment of persons with disabilities and disadvantaged persons at BCS.

The purpose of the program is to provide training for employment for those who experience difficulty in competing in the labour market; to provide training and encourage the development of skills which will assist those clients to overcome such difficulty and so become active participants in the labour force.

Each position will be designed with a training outline and will indicate a proposed time by which training will be completed.

(b) Individuals in the training program will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job.

(c) There will be an initial training work term not to exceed six continuous months of employment. At the completion of this 910 hours' work term, an assessment of the abilities and skills of each individual will be made. If the individual is deemed not yet "job-ready", they may be eligible for an extension under the training program, not to exceed six months. Pay for the initial work term and the period of extension, if required, will be at the levels shown in Appendix 2D.

(d) Individuals on the training program will be considered auxiliary employees. Benefits in the agreement will apply. The training program will be considered as a special program and Clause 30.5(d) will apply. Notwithstanding Clause 30.5(d), once clients have completed their work assignments under the program, they will be considered to have in service status for the purpose of applying on

competitions only. The in-service status shall remain in effect for nine months after completion of their final work assignment under the Program.

(e) Notwithstanding any other provision of this collective agreement, the Employer may conclude a client's participation in the Program at any time for good and sufficient reasons.

(f) Notwithstanding Article 10 - Dismissal, Suspension and Discipline, and Clause 28.3, if there is a dispute regarding the reasons in (e) above, or a dispute as to whether an individual hired under this program should be classified in accordance with (b) above, the matter shall be referred to an agreed arbitrator.

(g) Individuals shall be classified and paid in accordance with Appendix 2D.

(h) The hours of work for these employees will be as per the hours in the work unit.

### **32.2 Co-operative Education Training Program**

The purpose is to establish the salary rate and working conditions for students hired under the Co-operative Education Training Program.

(a) Employees hired under the Co-operative Education Training Program will be considered auxiliary employees and receive the appropriate benefits as per this agreement.

(b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.

(c) Co-op education will be considered supernumerary to the established workforce. As such, Clause 30.5(d) will apply to these programs.

(d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.

(e) Employees hired under this program will be classified and paid in accordance with Appendix 2D at Co-op Level 1 or Co-op Level 2 as appropriate.

(f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.

(g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.

(h) Employees hired under the Co-operative Education Training Program shall be assigned work that augments their field of study.

### **32.3 Youth Employment Program**

The purpose is to establish the salary and working conditions for students hired by the Employer under the youth employment programs, including environmental youth teams.

(a) Employees hired to carry out the principal duties of a job covered by this agreement shall be classified accordingly and paid according to the rate established for that position.

(b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 2D.

- (c) Employees hired under this program will be considered auxiliary employees and receive the appropriate benefits as per this agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.
- (d) Notwithstanding Clause 28.3, if there is a dispute as to whether an employee hired under this program should be classified in accordance with (a) or (b), the dispute shall be referred to an adjudication committee for final resolution. The Committee shall be composed of a single adjudicator and two assessors - one appointed by each of the parties to this agreement.
- (e) The program will be considered a special employment program and Clause 30.5(d) will apply.
- (f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.
- (g) The hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

### **32.4 Aboriginal Youth Internship Program**

- (a) Interns employed under the Aboriginal Youth Internship Program (AYIP) shall be paid in accordance with Appendix 2D.
- (b) Notwithstanding Clause 30.5(d), AYIP graduates will be considered to have in-service status for the purpose of applying on competitions only for a period of nine months after the completion of their internship.

## **ARTICLE 33 - SAFEGUARDING VULNERABLE PEOPLE**

### **33.1 Purpose**

The parties recognize that within the Broadmead Care Society 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 Broadmead Care Society's responsibility of safeguarding vulnerable people.

Vulnerable people includes adults with physical/mental disabilities, and includes children.

As a condition of ongoing employment, employees are required to have a valid criminal record check through the Criminal Records Review Program.

### **33.2 Confidential Disclosures**

- (a) If an employee who works with children or works with vulnerable adults is charged with or convicted of a relevant offense or specified offence subsequent to a criminal record check or criminal record check verification, the employee must promptly report the charge or conviction to the employee's employer and provide the Employer a criminal record check authorization for a further criminal record check.
- (b) When an employer becomes aware that:

(1) an employee who works with children has an outstanding charge for, or has been convicted of, a relevant offence; or

(2) an employee who works with vulnerable adults has an outstanding charge for, or has been convicted of, a specified offence;

the Employer must require the employee to provide a criminal record check authorization for a further criminal record check.

(c) If an employee is also a registered member of a governing body, the Employer must take reasonable steps to notify the registered member's governing body that the Employer is taking action under subsection (b).

(d) Criminal record checks will be conducted in accordance with the Criminal Records Review Program.

#### ARTICLE 34 - LIMITED EMPLOYMENT

##### *Limited Employment*

(a) *Definitions* - in Clause 34 of this article:

"*Limited Term Employee*" means:

"*persons appointed on a temporary limited basis for a specific term of less than 31 calendar days*".

(b) *Reporting Procedures*

(1) The Employer agrees to provide the Union with a copy of all letters appointing a limited term employee within 10 calendar days of such appointments.

The appointment notice shall contain the following information:

- (i) the date the appointment is to commence;
- (ii) the date the employment is to terminate or is intended to terminate;
- (iii) the work location and classification of work to be performed.

(2) (i) The Employer agrees to provide the Union with written reports every three months of each calendar year regarding usage of service of employees from employment agencies.

(ii) Reports will be forwarded as follows:

- a. by April 30 for the period January 1 to March 31;
- b. by July 31 for the period April 1 to June 30;
- c. by October 31 for the period July 1 to September 30;
- d. by January 31 for the period October 1 to December 31.

(iii) Each report shall include:

- a. the name of the employment agency and individual concerned;
- b. the location at which such services are provided;
- c. the dates of utilization.

(c) *Limited Term Employee*

(1) No individual will be permitted to work on a subsequent appointment of less than 31 days without the elapse of a period of 31 days since the expiry of that individual's most recent appointment of less than 31 days. If a person is appointed and the person's appointment extends beyond 30 days, that person shall be re-appointed as an auxiliary employee effective the date the appointment is extended, however, seniority shall be credited for hours worked pursuant to the appointment.

(2) For the purposes of Clause 34 of this article non-working periods in excess of seven days within a period of 90 days shall not be counted for purposes of calculating whether an appointment is for a period of less than 31 days.

(d) *Employment Agencies*

(1) An "*employment agency*" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, including the Employer.

(2) No assignment of work to any one individual from an employment agency shall exceed 30 days.

(e) *Combination Usage*

The Employer agrees that it will not utilize limited-term employees and individuals from employment agency(s) or a combination of either, in succession to perform the same duties for a period in excess of 30 days within a period of 90 days.

(f) *Waiver*

Nothing in this article prohibits the Union from waiving any term or condition of this article. A waiver may only be granted by the President of the Union in writing, and such waivers will not be unreasonably withheld. The President of the Union shall respond to requests for a waiver within 10 calendar days of a request.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.1 Duration

This agreement shall be binding and remain in effect to midnight March 31, 2023.

### 35.2 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, 2023, but in any event not later than midnight January 31, 2023.

(b) Where no notice is given by either party prior to January 1, 2023, both parties shall be deemed to have given notice under this clause on January 31, 2023, and thereupon Clause 35.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the CEO.

### 35.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**35.4 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

**35.5 Agreement to Continue in Force**

The parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**35.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect first pay period following date of ratification.

**SIGNED ON BEHALF OF  
THE UNION BY:**

**SIGNED ON BEHALF OF  
THE EMPLOYER BY:**

---

Stephanie Smith  
President

---

David Cheperdack  
President and Chief Executive Officer

---

Susanne Francoeur  
Bargaining Committee Chairperson

---

Denise May  
Vice President of Human Resources

---

James Whitehouse  
Bargaining Committee

---

Melanie Hennig  
Vice President of Care and Community Programs

---

Cindy Ingram  
Bargaining Committee

---

Laurie Macdonald  
Vice President of Operations and Capital Projects

---

Don Hambley  
Bargaining Committee

---

Peter Kafka  
Labour Relations Advisor

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Debbie Pigeon  
BCNU Bargaining Committee

---

Peter Knapp  
Labour Relations Officer, BCNU

---

Jenny Ewing  
Staff Representative

---

Chad McQuarrie  
Staff Representative

Dated: \_\_\_\_\_

**APPENDIX 1**  
**Classifications and Rates of Pay**

<b>BCS Classification</b>	<b>Step</b>	<b>Current Wage</b>	<b>Oct 1/19 2%</b>	<b>Oct 1/20 2%</b>	<b>Oct 1/21 2%</b>	<b>Oct 1/22 2%</b>
Activity Worker 1 (formerly Activity Worker R11)	<i>Step 1</i>	23.03	23.49	23.96	24.44	24.93
	<i>Step 2</i>	23.69	24.16	24.65	25.14	25.64
	<i>Step 3</i>	24.35	24.84	25.33	25.84	26.36
	<i>Step 4</i>	25.05	25.55	26.06	26.58	27.11
	<i>Step 5</i>	25.76	26.28	26.80	27.34	27.88
	<i>Step 6</i>	26.83	27.37	27.91	28.47	29.04
Activity Worker II (formerly Activity Worker R13)	<i>Step 1</i>	25.05	25.55	26.06	26.58	27.11
	<i>Step 2</i>	25.76	26.28	26.80	27.34	27.88
	<i>Step 3</i>	26.50	27.03	27.57	28.12	28.68
	<i>Step 4</i>	27.26	27.81	28.36	28.93	29.51
	<i>Step 5</i>	28.40	28.97	29.55	30.14	30.74
Building Maintenance Worker (formerly Building Maintenance Worker R6)	<i>Step 1</i>	19.56	19.95	20.35	20.76	21.17
	<i>Step 2</i>	20.09	20.49	20.90	21.32	21.75
	<i>Step 3</i>	20.64	21.05	21.47	21.90	22.34
	<i>Step 4</i>	21.21	21.63	22.07	22.51	22.96
	<i>Step 5</i>	21.79	22.23	22.67	23.12	23.59
	<i>Step 6</i>	22.40	22.85	23.30	23.77	24.25
	<i>Step 7</i>	23.31	23.78	24.25	24.74	25.23
Buyer I	<i>Step 1</i>	28.85	29.43	30.02	30.62	31.23
	<i>Step 2</i>	29.41	30.00	30.60	31.21	31.83
	<i>Step 3</i>	30.56	31.17	31.79	32.43	33.08
	<i>Step 4</i>	31.46	32.09	32.73	33.39	34.05
	<i>Step 5</i>	32.81	33.47	34.14	34.82	35.51
Clerk I (formerly Clerk R9)	<i>Step 1</i>	22.41	22.86	23.32	23.78	24.26
	<i>Step 2</i>	23.03	23.49	23.96	24.44	24.93
	<i>Step 3</i>	23.69	24.16	24.65	25.14	25.64
	<i>Step 4</i>	24.35	24.84	25.33	25.84	26.36
	<i>Step 5</i>	25.35	25.86	26.37	26.90	27.44
Clerk II (formerly Clerk R11)	<i>Step 1</i>	23.68	24.15	24.64	25.13	25.63
	<i>Step 2</i>	24.34	24.83	25.32	25.83	26.35
	<i>Step 3</i>	25.04	25.54	26.05	26.57	27.10
	<i>Step 4</i>	25.75	26.27	26.79	27.33	27.87
	<i>Step 5</i>	26.82	27.36	27.90	28.46	29.03
Cook I (formerly Food Production Services R13)	<i>Step 1</i>	25.05	25.55	26.06	26.58	27.11
	<i>Step 2</i>	25.76	26.28	26.80	27.34	27.88
	<i>Step 3</i>	26.50	27.03	27.57	28.12	28.68
	<i>Step 4</i>	27.26	27.81	28.36	28.93	29.51
	<i>Step 5</i>	28.40	28.97	29.55	30.14	30.74

BCS Classification	Step	Current Wage	Oct 1/19 2%	Oct 1/20 2%	Oct 1/21 2%	Oct 1/22 2%
Cook II (formerly Food Production Services R14)	Step 1	25.76	26.28	26.80	27.34	27.88
	Step 2	26.50	27.03	27.57	28.12	28.68
	Step 3	27.26	27.81	28.36	28.93	29.51
	Step 4	28.05	28.61	29.18	29.77	30.36
	Step 5	29.23	29.81	30.41	31.02	31.64
Dietitian I (formerly Dietitian R21)	Step 1	31.47	32.10	32.74	33.40	34.06
	Step 2	32.40	33.05	33.71	34.38	35.07
	Step 3	33.39	34.06	34.74	35.43	36.14
	Step 4	34.39	35.08	35.78	36.49	37.22
	Step 5	35.91	36.63	37.36	38.11	38.87
Dietitian II (formerly Dietitian R24)	Step 1	34.39	35.08	35.78	36.49	37.22
	Step 2	35.44	36.15	36.87	37.61	38.36
	Step 3	36.52	37.25	38.00	38.76	39.53
	Step 4	37.64	38.39	39.16	39.94	40.74
	Step 5	39.30	40.09	40.89	41.71	42.54
Dietitian III (formerly Dietitian R27)	Step 1	37.64	38.39	39.16	39.94	40.74
	Step 2	38.80	39.58	40.37	41.17	42.00
	Step 3	39.99	40.79	41.61	42.44	43.29
	Step 4	41.22	42.04	42.89	43.74	44.62
	Step 5	43.05	43.91	44.79	45.69	46.60
Financial Officer (formerly Financial Officer R18)	Step 1	28.86	29.44	30.03	30.63	31.24
	Step 2	29.71	30.30	30.91	31.53	32.16
	Step 3	30.58	31.19	31.82	32.45	33.10
	Step 4	31.47	32.10	32.74	33.40	34.06
	Step 5	32.82	33.48	34.15	34.83	35.53
Facilities Maintenance Worker (formerly Building Maintenance Worker R9)	Step 1	22.41	22.86	23.32	23.78	24.26
	Step 2	23.03	23.49	23.96	24.44	24.93
	Step 3	23.69	24.16	24.65	25.14	25.64
	Step 4	24.35	24.84	25.33	25.84	26.36
	Step 5	25.35	25.86	26.37	26.90	27.44
Facilities Maintenance Technician (formerly Trade Journeyman R18)	Step 1	28.86	29.44	30.03	30.63	31.24
	Step 2	29.71	30.30	30.91	31.53	32.16
	Step 3	30.58	31.19	31.82	32.45	33.10
	Step 4	31.47	32.10	32.74	33.40	34.06
	Step 5	32.82	33.48	34.15	34.83	35.53
Facilities Maintenance Supervisor (formerly Trade journeyman R18)	Step 1	28.86	29.44	30.03	30.63	31.24
	Step 2	29.71	30.30	30.91	31.53	32.16
	Step 3	30.58	31.19	31.82	32.45	33.10
	Step 4	31.47	32.10	32.74	33.40	34.06
	Step 5	32.82	33.48	34.15	34.83	35.53

BCS Classification	Step	Current Wage	Oct 1/19 2%	Oct 1/20 2%	Oct 1/21 2%	Oct 1/22 2%
Food Production Services I	<i>Step 1</i>	20.09	20.49	20.90	21.32	21.75
(formerly Food Production Services R7)	<i>Step 2</i>	20.64	21.05	21.47	21.90	22.34
	<i>Step 3</i>	21.21	21.63	22.07	22.51	22.96
	<i>Step 4</i>	21.79	22.23	22.67	23.12	23.59
	<i>Step 5</i>	22.40	22.85	23.30	23.77	24.25
	<i>Step 6</i>	23.03	23.49	23.96	24.44	24.93
	<i>Step 7</i>	23.96	24.44	24.93	25.43	25.94
Food Production Services II	<i>Step 1</i>	21.21	21.63	22.07	22.51	22.96
(formerly Food Production Services R9)	<i>Step 2</i>	21.79	22.23	22.67	23.12	23.59
	<i>Step 3</i>	22.41	22.86	23.32	23.78	24.26
	<i>Step 4</i>	23.03	23.49	23.96	24.44	24.93
	<i>Step 5</i>	23.69	24.16	24.65	25.14	25.64
	<i>Step 6</i>	24.35	24.84	25.33	25.84	26.36
	<i>Step 7</i>	25.35	25.86	26.37	26.90	27.44
Health Care Worker	<i>Step 1</i>	22.41	22.86	23.32	23.78	24.26
(formerly Health Care Worker R9)	<i>Step 2</i>	23.03	23.49	23.96	24.44	24.93
	<i>Step 3</i>	23.69	24.16	24.65	25.14	25.64
	<i>Step 4</i>	24.35	24.84	25.33	25.84	26.36
	<i>Step 5</i>	25.35	25.86	26.37	26.90	27.44
Information Systems I	<i>Step 1</i>	31.47	32.10	32.74	33.40	34.06
(formerly Information Systems R21)	<i>Step 2</i>	32.40	33.05	33.71	34.38	35.07
	<i>Step 3</i>	33.39	34.06	34.74	35.43	36.14
	<i>Step 4</i>	34.39	35.08	35.78	36.49	37.22
	<i>Step 5</i>	35.91	36.63	37.36	38.11	38.87
Information Systems II	<i>Step 1</i>	34.39	35.08	35.78	36.49	37.22
(formerly Information Systems R24)	<i>Step 2</i>	35.44	36.15	36.87	37.61	38.36
	<i>Step 3</i>	36.52	37.25	38.00	38.76	39.53
	<i>Step 4</i>	37.64	38.39	39.16	39.94	40.74
	<i>Step 5</i>	39.30	40.09	40.89	41.71	42.54
Laundry Worker	<i>Step 1</i>	19.56	19.95	20.35	20.76	21.17
(formerly Laundry Worker R6)	<i>Step 2</i>	20.09	20.49	20.90	21.32	21.75
	<i>Step 3</i>	20.64	21.05	21.47	21.90	22.34
	<i>Step 4</i>	21.21	21.63	22.07	22.51	22.96
	<i>Step 5</i>	21.79	22.23	22.67	23.12	23.59
	<i>Step 6</i>	22.40	22.85	23.30	23.77	24.25
	<i>Step 7</i>	23.31	23.78	24.25	24.74	25.23
Licensed Practical Nurse	<i>Step 1</i>	26.50	27.03	27.57	28.12	28.68
(formerly Licensed Practical Nurse R14)	<i>Step 2</i>	27.26	27.81	28.36	28.93	29.51
	<i>Step 3</i>	28.05	28.61	29.18	29.77	30.36
	<i>Step 4</i>	29.23	29.81	30.41	31.02	31.64
<i>New effective date of ratification (February 24, 2020)</i>	<i>Step 5</i>	29.81		30.41	31.01	31.63

BCS Classification	Step	Current Wage	Oct 1/19 2%	Oct 1/20 2%	Oct 1/21 2%	Oct 1/22 2%
Nurse I	<i>Step 1</i>	32.84	33.50	34.17	34.85	35.55
(formerly Nurse 4)	<i>Step 2</i>	35.37	36.08	36.80	37.54	38.29
	<i>Step 3</i>	36.64	37.38	38.13	38.89	39.67
	<i>Step 4</i>	39.16	39.94	40.74	41.55	42.38
	<i>Step 5</i>	40.34	41.15	41.97	42.81	43.67
	<i>Step 6</i>	43.11	43.97	44.85	45.75	46.66
New effective date of ratification (February 24, 2020)	<i>Step 7</i>	44.85		45.75	46.66	47.60
Nurse II	<i>Step 1</i>	35.07	35.77	36.49	37.22	37.96
(formerly Nurse 5)	<i>Step 2</i>	37.77	38.53	39.30	40.08	40.88
	<i>Step 3</i>	39.13	39.91	40.71	41.53	42.36
	<i>Step 4</i>	41.82	42.66	43.51	44.38	45.27
	<i>Step 5</i>	43.08	43.94	44.82	45.72	46.63
	<i>Step 6</i>	46.04	46.96	47.90	48.86	49.84
Nurse III	<i>Step 1</i>	38.32	39.09	39.87	40.67	41.48
(formerly Nurse 7)	<i>Step 2</i>	41.27	42.10	42.94	43.80	44.67
	<i>Step 3</i>	42.75	43.61	44.48	45.37	46.27
	<i>Step 4</i>	45.69	46.60	47.54	48.49	49.46
	<i>Step 5</i>	47.07	48.01	48.97	49.95	50.95
	<i>Step 6</i>	50.29	51.30	52.32	53.37	54.44
Occupational Therapist I	<i>Step 1</i>	34.40	35.09	35.79	36.51	37.24
(formerly Occupational Therapist R24)	<i>Step 2</i>	35.44	36.15	36.87	37.61	38.36
	<i>Step 3</i>	36.52	37.25	38.00	38.76	39.53
	<i>Step 4</i>	37.64	38.39	39.16	39.94	40.74
	<i>Step 5</i>	39.30	40.09	40.89	41.71	42.54
Occupational Therapist II	<i>Step 1</i>	37.64	38.39	39.16	39.94	40.74
(formerly Occupational Therapist R27)	<i>Step 2</i>	38.80	39.58	40.37	41.17	42.00
	<i>Step 3</i>	39.99	40.79	41.61	42.44	43.29
	<i>Step 4</i>	41.22	42.04	42.89	43.74	44.62
	<i>Step 5</i>	43.05	43.91	44.79	45.69	46.60
Office Assistant	<i>Step 1</i>	21.22	21.64	22.08	22.52	22.97
(formerly Office Assistant R7)	<i>Step 2</i>	21.80	22.24	22.68	23.13	23.60
	<i>Step 3</i>	22.41	22.86	23.32	23.78	24.26
	<i>Step 4</i>	23.03	23.49	23.96	24.44	24.93
	<i>Step 5</i>	23.97	24.45	24.94	25.44	25.95
Physiotherapist I	<i>Step 1</i>	31.56	32.19	32.84	33.49	34.16
(formerly Physiotherapist 2)	<i>Step 2</i>	33.00	33.66	34.33	35.02	35.72
	<i>Step 3</i>	34.48	35.17	35.87	36.59	37.32
	<i>Step 4</i>	36.03	36.75	37.49	38.24	39.00
	<i>Step 5</i>	37.65	38.40	39.17	39.95	40.75
	<i>Step 6</i>	39.43	40.22	41.02	41.84	42.68
Physiotherapist II	<i>Step 1</i>	37.64	38.39	39.16	39.94	40.74
(formerly Physiotherapist 3)	<i>Step 2</i>	38.80	39.58	40.37	41.17	42.00
	<i>Step 3</i>	39.99	40.79	41.61	42.44	43.29
	<i>Step 4</i>	41.22	42.04	42.89	43.74	44.62
	<i>Step 5</i>	43.05	43.91	44.79	45.69	46.60

BCS Classification	Step	Current Wage	Oct 1/19 2%	Oct 1/20 2%	Oct 1/21 2%	Oct 1/22 2%
Recreation Therapist (new)	<i>Step 1</i>	30.57	31.18	31.81	32.44	33.09
	<i>Step 2</i>	31.47	32.10	32.74	33.40	34.06
	<i>Step 3</i>	32.40	33.05	33.71	34.38	35.07
	<i>Step 4</i>	33.39	34.06	34.74	35.43	36.14
	<i>Step 5</i>	34.84	35.54	36.25	36.97	37.71
Scheduling Supervisor (new)	<i>Step 1</i>	28.86	29.44	30.03	30.63	31.24
	<i>Step 2</i>	29.71	30.30	30.91	31.53	32.16
	<i>Step 3</i>	30.58	31.19	31.82	32.45	33.10
	<i>Step 4</i>	31.47	32.10	32.74	33.40	34.06
	<i>Step 5</i>	32.82	33.48	34.15	34.83	35.53
Social Worker (formerly Social Program Officer R24)	<i>Step 1</i>	34.40	35.09	35.79	36.51	37.24
	<i>Step 2</i>	35.44	36.15	36.87	37.61	38.36
	<i>Step 3</i>	36.52	37.25	38.00	38.76	39.53
	<i>Step 4</i>	37.64	38.39	39.16	39.94	40.74
	<i>Step 5</i>	39.30	40.09	40.89	41.71	42.54
Purchasing Clerk (formerly Stockworker R11)	<i>Step 1</i>	23.68	24.15	24.64	25.13	25.63
	<i>Step 2</i>	24.35	24.84	25.33	25.84	26.36
	<i>Step 3</i>	25.05	25.55	26.06	26.58	27.11
	<i>Step 4</i>	25.76	26.28	26.80	27.34	27.88
	<i>Step 5</i>	26.83	27.37	27.91	28.47	29.04
Therapy Assistant (new)	<i>Step 1</i>	23.68	24.15	24.64	25.13	25.63
	<i>Step 2</i>	24.34	24.83	25.32	25.83	26.35
	<i>Step 3</i>	25.04	25.54	26.05	26.57	27.10
	<i>Step 4</i>	25.75	26.27	26.79	27.33	27.87
	<i>Step 5</i>	26.82	27.36	27.90	28.46	29.03

**APPENDIX 2**  
**Special Employment Program Rate**

**APPENDIX 2F**  
**Special Employment Program Rates**

Definition	Grid	Steps Used		
		1	3	5
<b>Youth Employment Program – Level 1</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below	G1	X	—	—
<b>Youth Employment Program – Level 2</b> Students enrolled in full-time studies at an accredited educational institution within the past six months at a post-secondary level	1	X	—	—
<b>Training Program – Level 1</b> Employees without a post-secondary degree or certificate working in their initial work term	5	X	—	—
<b>Training Program – Level 2</b> Level 1 employees working in a subsequent work term	5	—	X	—
<b>Training Program – Level 3</b> Employees who have completed a post-secondary degree or certificate (minimum two-year course) classification and are placed into training positions where they are performing work consistent with the education level. Employees with a degree or certificate who are not performing work consistent with their education level shall be placed into Level 1	11	—	X	—
<b>Co-op Education Training Program – Level 2 Employees</b> registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a post-graduate degree	11	—	X	—
<b>Aboriginal Youth Internship Program</b> Aboriginal youth aged 29 and under residing in BC, with a minimum of grade 12 and some post-secondary-education or equivalent education/work/volunteer experience, with demonstrated leadership potential	13	X	—	—

**APPENDIX 3**  
**Short and Long-Term Disability (STIIP)**

*Part I - Short-Term Illness and Injury Plan (STIIP)*

**1.1 Eligibility**

(a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of three months of active service with the Employer.

Regular employees will be awarded on January 1<sup>st</sup> of each year a sick leave bank of six days, payable at 70% pay. The sick leave bank will be prorated for new hires, part-time and eligible auxiliary employees.

For the purposes of the transition from the old STIIP plan to the new STIIP plan, regular employees and eligible auxiliary employees will be awarded a full sick leave bank on the appropriate transition date in 2020 estimated to be on or about May 1<sup>st</sup> of that year.

Any unused sick leave days can be carried over to the following year to a maximum of nine days.

(b) Regular employees with less than three months of service who are unable to work because of illness or injury are entitled to utilize their sick leave bank, payable at 70% but are not eligible to access STIIP.

(c) (1) Notwithstanding (a), and (b) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.2.

(2) Employer and employee contributions and deductions for pension benefits 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 by the WCB, 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 the Workers' Compensation Board shall be remitted to the Employer.

(d) 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.

**1.2 Short-Term Plan Benefit**

(a) The Employer will arrange for an insurance carrier to provide eligible employees with a Short-Term Illness and Injury Plan effective approximately three months following the ratification of this agreement.

The STIIP Plan will have the following basic characteristics:

(1) STIIP benefits will commence on the first day of injury or hospitalization and on the third day in the event of illness.

- (2) STIIP benefits will be paid at 70% pay for a period not to exceed 6 months.
- (3) Cost of the premiums will be 100% Employer paid.

Employees can use their bank of sick leave days during the elimination period prior to accessing the Short-Term Disability Plan.

(b) The 70% benefit during the elimination period and the 70% during the STIIP period may be supplemented at the rate of 30% of actual duration of absence due to illness or injury by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Vacation entitlement.

### **1.3 Recurring Disabilities**

(a) Employees who return to work after being absent because of illness or injury, and within 14 calendar days 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 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within 14 calendar days 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 months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working 14 calendar days, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this plan, except as provided in (d) below, where the Short-Term Plan period shall continue to be as defined in Section 1.2(a).

(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 1.2(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 prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

### **1.4 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 practise in the province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise 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 consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment documentation from the employee's physician specifying the employee's employment limitations and/or capabilities, or reason for medical absence, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment documentation.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

### **1.5 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 day accumulation that is being used to supplement the plan, pursuant to Section 1.2(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 WCB benefits payable in accordance with Section 1.1(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 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 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.

### 1.6 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 without pay;
- (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 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-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.

### 1.7 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.

### 1.9 EIC Premium

The parties agree that the complete premium reduction from Service Canada Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

### 1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(d), or 1.2 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 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 months before the effective date of the layoff or separation.

The maximum six-month period identified in Appendix 3, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits.

## **Part II - Long-Term Disability Plan**

### **2.1 Eligibility**

(a) (1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six 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 months active service in such a position.

Employees must submit their LTD Plan application within four weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four 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 months of full-time, unbroken employment from the date the employee qualified for Short-Term Illness and Injury Plan benefits under Clause 30.12.

(b) An employee who is not actively at work because of illness or injury on the workday 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.

### **2.2 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 months, including periods approved in Sections 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

- (1) 70% of the first \$2,300.00 of monthly earnings; and
- (2) 50% of the monthly earnings above \$2,300.00.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

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-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of

disability shall be the day following the last month of the Short-Term Plan period, or an equivalent six-month period.

(c) The Long-Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long-term disability benefits will be considered an employee for pension benefits and will continue to be covered by group life, extended health, dental and medical plans. 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 months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine-month access period.

(e) 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 benefits will be waived by the Employer.

(f) An employee in receipt of long-term disability benefits will remain eligible for Article 27.14 - Retirement and Pre-retirement leave provided the employee has completed 20 years of service prior to receipt of long-term disability benefits, and the otherwise meet the requirements of Article 27.14.

(g) 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 benefits waived by the Employer, except that pension benefit contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### **2.3 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 24 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 27.7(a) at the employee's basic rate at the date of disability.

After the first 24 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 75% of the basic rate of their own occupation, whichever is greater.

After the first 24 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 75% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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 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 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 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 100% of the employee's earnings at the date of disability but in no event for more than 24 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 100% of such earnings.

(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 24 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 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

## 2.4 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.

## 2.5 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 90-day period prior to the date of hire unless they have completed 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 since April 1, 1987.

## 2.6 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 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) 80% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 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 80% 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.

## **2.7 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 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 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 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 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 year from the date of absence due to successive disability.

## **2.8 Cessation of Benefits**

An employee shall cease to be eligible for benefits of this plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their 65th birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

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.

## **2.9 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 18 months of absence without pay except that if the leave is for educational purposes the maximum period

will be extended to two 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 medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. 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 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 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 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 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 these 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 injury or illness 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 and 9 of the Public Sector Agreement.

#### **2.17 Implementation by Regulation**

The provisions of this plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

#### **2.18 Benefit Level**

Each year, an employee's Long-Term Disability Benefit will be adjusted to reflect increases in the Consumer Price Index, to a maximum of 2% in any year.

### **Part III - Rehabilitation**

#### **Rehabilitation Committee**

(1) It is the intent of the 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 five members, two appointed by the Employer, two appointed by the BEA and a mutually agreed upon chairperson. A secretary shall be appointed to assist in the administration of the Committee.

(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 3, Part III - Rehabilitation.

(c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. 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.

(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.

(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 not less than once a month during working hours, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the secretary 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.
- (2) In the event that a regular employee becomes incapacitated through illness or injury 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 2.3(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 to the Joint Rehabilitation Committee. 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 10 workdays forward the application to the secretary. The Committee members shall be provided with copies of the application.
- (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 the agreement excluding displacement options pursuant to Clauses 13.3 and 13.4(c)(2).

- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if the Occupational Health and Rehabilitation determines it is medically appropriate to do so.
- (2) 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 (2)(c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Employer 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 4.
- (g) Where the Employer has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

**INFORMATION APPENDIX I**  
**Re: Advance Payment of Group Life Benefits**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.2 are as follows:

1. Death must be "*expected*" within 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 50% of the life insurance coverage, subject to a maximum of \$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 II**  
**Re: Flexible Work Arrangements**

**1. Purpose**

The objective of this policy is to provide parameters and guidance regarding flexible working arrangements, specifically telework and job sharing. Additional flexible work arrangements such as flextime, modified workweek and deferred salary leave are available as detailed in relevant guidelines and collective agreements.

**2. Goal**

This policy supports the Employer's goal of a flexible and motivating work environment.

### **3. Application and Scope**

This policy applies to regular employees.

### **4. Principles**

The Employer is committed to flexible work arrangements that are advantageous to both the Employer and employees. It supports collaborative and participative processes that encourage flexibility, innovation, work/life balance and the enhancement of productivity and organizational success.

### **5. Mandatory Requirements**

#### **5.1 General**

Flexible work arrangements are not appropriate for all regular employees. They are neither an obligation nor a right. Participation in flexible work arrangements is voluntary and is not a condition of employment.

#### **5.2 Telework**

Telework is a working arrangement where employees work away from their official workplace for a portion of their regular workweek. Either the employee or the Employer may initiate flexible work arrangements. Telework arrangements usually involve employees working at their homes, but the employee's point of assembly continues to be the official workplace, regardless of where they may work on a particular day.

#### **Telework Arrangements**

Prior to approving a telework agreement, managers are to:

- determine that the telework arrangement will meet the provisions of this policy and the collective agreement;
- establish that teleworking is operationally feasible and it makes sense, from an operational perspective, to have the work done at the teleworkplace;
- ensure that services and/or productivity are maintained or improved;
- determine that no additional net costs will be generated and upfront costs can be recouped over a reasonable period;
- establish that the teleworkplace meets all requirements of WCB Industrial Health and Safety Regulations; and,
- include an inventory of all assets provided by the Employer and ensure it is updated as required. Telework equipment, supplies and furniture remain the property of the Employer and must be returned if the telework arrangement or employment is terminated.

On entering into a telework agreement, employees will agree to:

- maintain the teleworkplace (such as homeowner or tenant insurance, heat and hydro);
- provide dedicated office space for use during teleworking days and maintain the office space in a clean, professional and safe condition;
- allow joint teleworkplace visits by employer personnel and union representatives (including local occupational health and safety committee members), upon reasonable notice;
- secure and protect the property, documents and information belonging to the Employer. Employees will not be liable for loss or damage to such property or information except where

- the employee has failed to take reasonable precautions to secure it, or where the loss or damage is the result of a wilful act by the employee or a member of their family;
- follow safe work practises and ensure prompt notification to appropriate employer personnel of any job related accidents that occur at the teleworkplace; and,
  - ensure that any meetings with clients are not held in the employee's teleworkplace.

### 5.3 Job Sharing

Job Share is an arrangement between two employees (partners) who perform the duties of a position previously performed by one full-time employee. Job Share situations are not promotional opportunities; therefore half of a job share cannot be posted or advertised as a promotional opportunity.

Partners in a job share proposal must both be qualified for the position and at the same level, or a higher classification than the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

Job Share arrangements are at the discretion of the excluded manager responsible for the position. Job Share arrangements can be considered where one of the partners proposing the job share already occupies the full-time position under consideration, or where two partners propose to share a vacant position that is at a classification level that is the same or lower than the partners' current positions.

Job Share arrangements may be approved on a trial basis for a three-month period to enable all the parties to assess whether the job share arrangement is suitable.

#### Initiation of Job Share Arrangements

Job Sharing proposals must be submitted in writing to the excluded manager for approval and must include the following:

- identification of the partners and the position to be shared, including classification levels;
- a written statement signed by both partners requesting part-time employment to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partners;
- a description of how job duties and responsibilities will be shared and workload priorities determined on an ongoing basis;
- a proposal on how extended absences may be covered;
- details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and
- preferred start date and work schedules (subject to collective agreement).

If approved, the job share proposal is confirmed in writing and becomes the job share agreement. The job sharing partners are then appointed as part-time employees and are subject to the applicable policies (e.g., Recruitment, Selection and Appointment, Lateral Transfer and Demotion). Benefits are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the partner works; some benefits are paid in full to both partners.

The appointment letter should address the terms and conditions of employment and the agreed to terms of the job share arrangement. If the Employer intends to increase either partner's hours of work due to operational requirements or as the result of the extended absence of the other partner, it must be stated in the appointment letter.

Acceptance of the appointment must be in writing.

### **Changes to Job Share Arrangements**

Changes to job share arrangements may be initiated by either the Employer or the employee. All changes must be in writing and approved by the responsible excluded manager.

If the appointment letter states that the employee's hours may be increased, this is not meant to be a permanent change in hours unless requested by the employee and approved by the excluded manager, nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion. Partners will give as much notice as possible of an extended absence or change to a job share arrangement so the supervisor can give adequate notice before increasing a partner's hours of work.

### **Termination of Job Share Arrangements**

The job share arrangement may be terminated, in writing, by either the Employer or the employee.

The Employer may terminate a job sharing arrangement for bona fide operational reasons.

If the Employer terminates the job sharing agreement:

- it is the Employer's responsibility to find part-time work for employees who do not wish regular full-time work. This may include a new job share arrangement if there is a suitable vacant position and the supervisor/manager of that position agrees.

If either partner terminates the job share arrangement:

- the remaining partner may request to fill the position full-time;
- the remaining partner may find another job share partner (through solicitation of interest or the Job Share Registry) and develop a new job share proposal for approval by the excluded manager;
- the excluded manager has the option of creating two part-time positions and posting one of them (half a job share cannot be posted as a promotional opportunity). In this case, the manager would not have the ability to increase the remaining part-time employee's hours to cover extended absences without the employee's agreement; and,
- the Employer will endeavour to find a suitable position for the remaining job sharing partner; however; the onus is on the remaining employee to find alternative employment.

## **INFORMATION APPENDIX III Re: Article 25 - Health and Welfare**

### **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.

In relation to the above clause:

#### **(1) *Coordination of Benefits***

- Effective the date of ratification, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the Benefit Plans.

(2) *Waiting Period*

- Effective the date of ratification, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of six full calendar months of regular employment to the first of the month following three full calendar months from their date of regular employment.

(3) *Lifetime Maximum*

- Effective the date of ratification, increase the extended health lifetime maximum from \$500,000 to \$1 million per person, which includes coverage for out of province or out of country medical emergencies.

(4) *Counselling Services*

- Effective the date of ratification, recognize Masters-Prepared 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.

(5) *Physiotherapy Services*

- Add an annual maximum for physiotherapy services at \$1,500 per year effective January 1, 2020.

(6) *Eye Examinations*

- Effective the date of ratification, increase eye examinations from the current maximum of \$75 to \$100 maximum every 24 months for adults who are age 19 and older.

**MEMORANDUM OF UNDERSTANDING 1****Re: Employment Security**

1. The Employer agrees not to exercise its right to cause a layoff which results in the cessation of employment for an employee in Broadmead Care Society as follows:

- April 1 2014 - March 31, 2015: for an employee who has regular status as of April 1, 2011
- April 1 2015 - March 31, 2016: for an employee who has regular status as of April 1, 2012
- April 1 2016 - March 31, 2019: for an employee who has regular status as of April 1, 2013

2. This memorandum does not apply to regular employees who are normally subject to layoff because of business cycle or seasonal work.

3. In order for the Employer to satisfy the provision of point 1 above, the Union recognizes that workforce adjustment activity will be necessary whether due to reorganization, program termination, relocation, closures, etc.

4. The Joint Committee will coordinate such workforce adjustment activity in accordance with its mandate as outlined in Clause 13.2.

5. In order to facilitate the Employer's commitment and workforce adjustment measures necessary as a result of this commitment, it is agreed that, following the application of Phase 1 (Clause 13.1):

- A regular employee with less than three years' service seniority who refuses one reasonable offer of continued employment will be deemed to have resigned.

- A regular employee with three or more years' service seniority who refuses an offer of continued employment at the same classification level will be deemed to have resigned.
  - A regular employee with three or more years' service seniority who refuses one offer of continued employment in a different classification (with the same maximum salary) will be deemed to have resigned with applicable severance pay.
  - A regular employee with three or more years' service seniority who refuses two job offers or with a comparable pay range will be deemed to have resigned with applicable severance pay.
  - A regular employee with three or more years' service seniority who refused two job offers with a comparable pay range will be deemed to have resigned with applicable severance pay.
  - Where a regular employee with three or more years' service seniority refuses one job offer pursuant to (c) above, above or refuses their final job offer pursuant to (d) above, the number of weeks of severance pay shall be reduced by an amount equivalent to the number of weeks the employee has remained on pay after expiry of the six-week notice period in 13.4(b).
6. The determination of employees to be subject to workforce adjustment will be consistent with the seniority provisions of Article 13.
7. Greater than three year regulars are entitled to displace less than three year regulars pursuant to Article 13. Employees who do not immediately exercise their option to displace will not be covered by the security provisions of this memorandum and Clause 13.4 shall apply. Less than three year regulars are entitled to the auxiliary recall option in lieu of a reasonable offer of continued employment.
8. Regular employees with more than three years' service seniority who are placed pursuant to this memorandum shall have their salary protected pursuant to Clause 27.7 of the agreement.
9. The provisions of Article 13 shall be subject to the provisions of this memorandum of understanding.
10. This memorandum remains in force and effect for the term of this agreement.

## **MEMORANDUM OF UNDERSTANDING 2**

### **Re: Clause 30.12 - Eligibility Requirements for Benefits**

The purpose of this memorandum is to establish STIIP entitlement requirements for eligible auxiliary employees who are on layoff and subject to recall. The entitlement requirements in this memorandum apply only to claims for STIIP benefits.

- (1) Auxiliary employees on layoff 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 Employer, 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.
- (2) Notwithstanding 30.5(n)(5), 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.
- (3) STIIP benefits under this memorandum are only payable to one auxiliary employee per recalled position in accordance with (1) above.

(4) 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.

### **MEMORANDUM OF UNDERSTANDING 3**

#### **Re: The Application of Article 13.3(a)(4) and Article 19**

Regular employees who have opted for auxiliary recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Appendix 3, Part I STIIP, provided:

- (1) they meet all the conditions of the Plan, and
- (2) no other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Appendix 3, the extent of the STIIP benefit only covers the period of lost work opportunity.

### **MEMORANDUM OF UNDERSTANDING 4**

#### **Re: Auxiliary Employees - STIIP**

Subject to the eligibility requirements of Clause 30.12, auxiliary employees will continue to be covered by the provisions of Appendix 3, Part I as outlined in the 13th Public Sector Agreement signed May 23, 2001 (i.e., seven months).

### **MEMORANDUM OF UNDERSTANDING 5**

#### **Re: Project Employees**

The parties agree to establish project employees as an alternate means of undertaking time limited project work. To meet these objectives, the following provisions will apply:

- (1) Project employees will be engaged for projects of 12 to 24 months' duration. Where a project employee is retained beyond the 24 month maximum, they will be deemed a regular employee from their initial date of hire.
- (2) Project employees' terms and conditions of employment shall be those applicable to regular employees under this agreement except as provided in this memorandum. In-service status shall not apply except as provided pursuant to (3) below.
- (3) At the completion of the project, such employees will receive severance pay in the amount of three weeks' pay per year of project service or portion thereof. Project employees will have no residual rights in respect of the application of any provision of the agreement following severance, except that in service status will apply for the six months following. A project employee shall re-pay severance if re-employed or contracted during the period equivalent to the severance pay.
- (4) Projects for which these employees may be hired shall be as mutually agreed by the Principals, or their designates, within five workdays or request, where possible, but no later than 10 workdays.
- (5) The Employer will provide copies of appointment letters, including the names of project employees and duration of the project, to the Union.

**MEMORANDUM OF UNDERSTANDING 6**  
**Re: Temporary Market Adjustments**

The parties recognize that recruitment and retention challenges with specific bargaining unit positions may occur over the life of the collective agreement. The intention of this memorandum is to provide an expeditious means of addressing salary issues which may be associated with such recruitment and retention challenges.

Temporary market adjustment(s) subject to this memorandum are guided by the following:

- (1) positions identified to receive a TMA may include specialized and/or unique positions that are not part of a larger generic group;
- (2) the TMA is pensionable and, will be included in all calculations involving base pay;
- (3) an eligible employee in receipt of salary protection pursuant to clause 27.7 will have the TMA reduced by the corresponding amount of salary protection;
- (4) except in cases of temporary appointments and substitution pay, an eligible regular employee in receipt of a TMA will continue to receive the TMA should it be discontinued pursuant to 5 below so long as they remain in the position and the principle duties of the position remain unchanged;
- (5) any temporary market adjustment is subject to mutual agreement between the Bargaining Principals for the term of this agreement except that the Employer may terminate the payment of any TMA with 60 days' notice to the Union. Except as provided in 4 above, payment of the TMA will cease on the expiry or termination date.

This memorandum supersedes and nullifies any former agreement(s) respecting the matter of temporary market or wage adjustments.

The parties agree to temporary market adjustments as per the attached Appendix A to expire in accordance with 5 above.

**APPENDIX A TO MOU**  
**Re: Temporary Market Adjustments**

	<b>Position/Classification</b>	<b>TMA %</b>
1	Information Systems R24	6.6
	Information Systems R27	6.6
	Information Systems R30	9.9
4	Financial Officer R18 *	6.6
	Financial Officer R21 *	6.6
	Financial Officer R24 *	6.6
	Financial Officer R27 *	6.6
	Financial Officer R30 *	6.6

\*The TMA applies solely to those positions where a recognized accounting designation (ie., CMA, CGA, CA) is a requirement of the position and the incumbent possesses such designation.

**MEMORANDUM OF UNDERSTANDING 7****Re: Regular Part-time Employees**

The parties acknowledge that as a general principle regular part-time employees should have access to increased hours of work opportunities up to full-time hours prior to auxiliary employees.

In view of the above, the parties agree that regular part-time employees will be given the opportunity to accept work beyond their regular part-time schedule at Broadmead Care Society.

- (1) Regular part-time employees, with the agreement of the Employer, may specify that they wish to opt for temporary increased hours of work opportunities.
- (2) Such agreements identified in (1) above shall be in writing and be effective for a six-month period.
- (3) Where it is known for at least a week in advance that such temporary increased hours of work opportunity is available, the Employer, subject to operational requirements, will pre-schedule regular part-time employees on the basis of service seniority, prior to auxiliary employees, provided:
  - (a) opportunities for additional work assignments must be for at least a full block within a cycle (e.g., five shifts on a 5:2 pattern; four shifts on a 4:3 pattern);
  - (b) the maximum biweekly hours shall not exceed the regular full-time hours of a full-time employee in the same work unit;
  - (c) there shall be no increased cost to the employer, including but not limited to premiums or penalties attributed to going on or coming off the temporary increased hours of work schedule;
  - (d) work assigned/offered must be within the same classification in which the regular part-time employee usually works as a regular part-time employee;
  - (e) part-time employees whose part-time status is derived from a job share agreement shall not be entitled to increase their hours under this arrangement, except by mutual agreement;
  - (f) lost work opportunities resulting from part-time regular employees accepting an increased hours of work opportunity or reverting to their part-time position following completion of the additional work assignment shall not be the employer's responsibility;
  - (g) employees who have worked an increased hours of work schedule for any period in excess of two calendar weeks and who are subsequently unable to report for work due to illness or injury during the period of increased hours of work, and are entitled to benefits pursuant to Appendix 3, will have their STIIP benefit calculated on the basis of the increased hours. This calculation based upon increased hours of work will continue for the duration of the increased hours of work and thereafter revert to a benefit based upon the employee's part-time appointment;
  - (h) vacation entitlement, pursuant to Article 18, shall be prorated based on increased hours of work.

**MEMORANDUM OF UNDERSTANDING 8****Re: Scheduling of Earned Time Off and Vacation on Layoff**

Auxiliary employees who have earned time off (ETO) will have their earned time off scheduled as time off commencing at the effective date of lay-off.

Auxiliary employees may, on request, also schedule earned vacation credit commencing at the effective date of lay-off. In such cases, the provisions of Clause 18.5 shall not apply.

The auxiliary employee will not be subject to recall during the period of the scheduled earned time off or vacation.

Employees on scheduled ETO or vacation past the effective date of lay-off will not be grounds for a claim from another employee that they have been laid off out of order of seniority or that the employee had not been recalled in order of seniority.

**MEMORANDUM OF UNDERSTANDING 9**  
**Re: Priority Placement and Employment Equity**

The parties support the recruitment and development of a well-qualified and efficient workforce that is representative of the diversity of the people of British Columbia and the training and development of employees to foster career development and advancement.

The parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being employed, advanced or trained.

Some examples of typical barriers are:

- discriminatory attitudes or behaviour such as bias, stereotyping and harassment by coworkers, supervisors and managers;
- failure to appreciate cultural differences because of a lack of familiarity with the cultural values of the designated groups or the group's lack of familiarity with the cultural values of the workplace;
- lack of information about opportunities for employment, training, special projects or promotions, etc.;
- physical barriers such as workplaces, facilities, jobs and tools that may need to be adapted for use by individuals from the designated groups;
- systemic barriers such as employment policies, practises and systems which have an adverse impact on designated groups. An example of a systemic barrier is a qualification statement requiring years of experience rather than specifying the type and depth of experience that is needed.
- In order to meet the above objectives and to redress existing employment imbalances and disadvantages the Employer may use remedial measures such as:
  - providing career counselling, mentorship programs, internship training opportunities or other developmental opportunities to employees;

outreach recruitment encouraging members of designated groups to apply for jobs, providing them with information on employment opportunities, how to apply for positions, how to prepare for interviews, etc.

**MEMORANDUM OF UNDERSTANDING 10  
Re: Agreed-to List of Arbitrators**

The following represents the agreement reached between Broadmead Care Society and the BEA respecting an agreed-to list of arbitrators, pursuant to the collective agreement, Article 9:

1. Mark Brown
2. Chris Sullivan
3. Karen Nordlinger, QC
4. John Hall

(assigned as mutually agreed)

**MEMORANDUM OF UNDERSTANDING 11  
Re: Martha McDougall and Stacy Sherman**

**Vacation**

The parties agree that the following employees, Martha McDougall and Stacy Sherman, where eligible (i.e., is a regular full-time employee) and who has received at least 10 days' pay at straight-time rates for each calendar month, will have an annual vacation entitlement as follows:

<u>Vacation Years</u>	<u>Workdays</u>
First to seventh.....	20
Eighth.....	22
Ninth.....	23
Tenth.....	24
Eleventh.....	25
Twelfth.....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth.....	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and twenty-fourth.....	34
Twenty-fifth and thereafter.....	35

A regular part-time employee shall be entitled to the above vacation on a pro rata basis.

During the first partial year of service a new employee will earn vacation at the rate of one and two-thirds days for each month for which the employee earns 10 days' pay at straight-time rates.

**OSS**

(a) In lieu of direct compensation for all overtime, shift work and standby regular full-time employees shall receive a special compensation of 7% of their basic salary earned for each calendar year. This special compensation shall not be considered part of the employee's basic salary for the purpose of calculated any benefits or other premium entitlements.

(b) This special compensation shall be available to the following employees, Martha McDougall and Stacy Sherman providing they are eligible (i.e., a regular full-time employee).

- (c) The Employer agrees to allow eligible employees a one-time opportunity to convert the special compensation into base pay in which case the provisions pursuant to OSS, and collective agreement provisions for overtime, shift work and standby shall not apply.
- (d) During the period of substitution which exceeds six months, the special compensation in (a) above shall be calculated on the applicable substitution rate of pay.
- (e) At the employee's option, the special compensation mentioned in (a) above may be received in the form of cash and/or time off.

### **Method of Compensation**

The employee shall make an option once a year within a time limit to be determined by the Employer during the calendar year in which the special compensation is earned. Failure of the employee to so designate within the time limit shall automatically result in the special compensation being disposed of in cash and/or time off to be determined by the Employer. An option, once made by the employee, may not be changed until the next calendar year.

Cash payment for employees who elect full or partial cash option pursuant to paragraph (b) above shall be made once annually by February 28 of the year following that in which the special compensation was earned to the extent of such election.

Payment for any special compensation which is earned but not compensated in time off, or previously paid in cash shall be made once annually by May 31 of the year following that in which the special compensation was earned.

Time off may be taken at any time mutually agreed to between the Employer and the employee, provided that any time off earned in a particular calendar year but not taken by March 31st of the following calendar year shall be paid for in cash. Furthermore, should an employee cease to be covered by this article for any reason, any time off earned but not taken shall be paid for in cash.

Cash/time off conversion shall be on the basis of 2% of the employee's annual basic salary (for the calendar year in which the special compensation was earned) for 35 working hours' time off.

### **General Leave**

The Employer may grant the following employees, Martha McDougall and Stacy Sherman where eligible, a leave of absence with pay for purposes other than those specified in the agreement to a maximum total of 35 hours per calendar year. The provisions of Articles 20.2, 20.3, 20.11 and 20.12 do not apply to eligible employees.

## **MEMORANDUM OF UNDERSTANDING 12**

### **Electronic Callout of Auxiliaries**

The parties agree that electronic callout (e.g. group texting) of auxiliaries may be advantageous to all parties. Therefore, the parties will meet no later than June 30, 2020 to review and develop an acceptable group texting plan. The texting plan shall be consistent with the seniority provisions of the collective agreement.

Any issues that the parties are unable to resolve regarding the implementation of electronic callouts may be referred to 9.8 Expedited Arbitration.

The implementation date shall be approximately September 1, 2020.

**APPENDIX F - THE BC NURSES' UNION AND BROADMEAD CARE SOCIETY**  
**Memorandum of Agreement Re: BCLRB No. B116/2014**

The parties have negotiated specific terms and conditions for Registered Nurses (RN's) and Registered Psychiatric Nurses (RPN's). These agreed to terms will form Appendix F of the collective agreement.

**ARTICLE 11 - SENIORITY - CHANGE OF STATUS**

For the purposes of Articles 12 and 13, with the exception of Articles 13.4(f) and 13.5(h), 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 30 days. This provision applies only to employees who change their status after January 1, 2011.

**11.07 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 or more regular employees have the same regular service seniority.

**ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES**

For the purposes of Articles 12 and 13, with the exception of Articles 13.4 (f) and 13.5 (h), 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 30 days. This provision applies only to employees who change their status after January 1, 2011.

Employees subject to displacement or placement activity pursuant to Article 13 shall be entitled to decline, without penalty, positions with dissimilar hours of work.

Employees may opt, within five workdays of receipt of notice of layoff, to be placed, effective the scheduled date of layoff, on a recall list for a period of up to one year, for the purpose of recall to a regular position within Broadmead Care Society. 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 13.4(a)(3) shall not apply. Should an employee decline a recall or fail to respond to a recall within five days (or to a maximum of 28 calendar days where an employee is required to provide notice of resignation to another employer), then such employee shall be deemed to have abandoned all rights under the collective agreement.

For a period of up to one year, an employee who has been placed at a lesser classification level than that from which they were laid off, shall be recalled to a vacancy, to be filled by a regular employee, in their former classification in their current seniority block.

**ARTICLE 18 - ANNUAL VACATION**

**18.01 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 month to the immediately preceding date 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-Hour Shifts	7.5-Hour 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 workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.

- (c) (1) An employee who commences initial employment and who completes six 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 31 of the following year and the provisions of Clause 18.01(a)(2) and (b) do not apply. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days vacation leave into their first vacation year.
- (2) Subject to an employee's eligibility to carry over five days vacation leave into their first vacation year, any unused vacation earned during the first partial year will be paid to the employee on the last payday of that year.
- (3) 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 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. Effective January 1, 2018 all new employees who have vacation time not taken in excess of the carryover is "archived" and any outstanding archived balance will be paid out in full prior to March 31 of the following calendar year.
- (e) (1) Full-time employees working a partial year shall earn one-twelfth of the annual vacation entitlement for each month in which the employee has received at least 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 18.01(a) and 18.02.

(f) Employees who on December 31, 1974 had earned vacation credited to a frozen vacation bank shall have the option of cashing out such banked vacation time, subject to budgetary consideration.

#### **18.05 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act* or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

### **ARTICLE 20 - SPECIAL LEAVE**

#### **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 48 hours. The term “short” shall be deemed to apply to periods not exceeding 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 at the Employer direction.

(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 week.

(h) Consideration of leaves requested under Clause 20.02 ([b] to [e] and [g]) shall be determined by operational requirements and the Employer receiving advance notice of not less than 96 hours.

#### **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 portions for each full calendar month(s) that the employee receives no salary payment.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.01 Copies of Regulations

The Employer agrees to ensure that copies of current WCB Regulations are available in each workplace and readily accessible to all employees.

### 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 presentation utilizing guest speakers and audio visual materials, as appropriate should be provided.
  - (3) Local Occupational Health and Safety Committees should coordinate these activities. Materials should be obtained directly from the Director of Epidemiology, Preventive Services, Ministry of Health.
- (b) Voluntary Hepatitis B immunization shall be provided by the Employer free of charge to the employees.

### 22.13 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 "*Preventing Workplace Violence: A Guide for the BC Public Service*". 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 recognition 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 OH&S Regulation Sections 2 and 3 and Division 10 of the *Workers Compensation Act*.
- (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 BCNU steward coordinator or designate of the BCNU shall be notified as soon as is reasonably possible.
- (f) Immediate critical incident stress debriefing and post traumatic counseling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counseling 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 counselling.

### 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 practise, 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. At no time, however, will the amount paid in salary together with any additional funding in the form of scholarships, bursaries, grants, etc., exceed 100% of the employees 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 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 months or longer must be submitted to the Employer at least two months prior to the beginning of the requested leave period.
- (2) Applications for educational leave for periods of less than four months should be submitted to the Employer with as much lead time as practical.
- (e) An eligible employee with three 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) When requests for education leave are considered, an endeavour will be made to provide equalized opportunities to select courses for eligible employees in smaller communities within the Province and may include leave of absence without loss of pay, travel expenses and costs associated with smaller population centres.
- (i) (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 education 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.
- (j) 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.

#### **23.04 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 \$46 biweekly.
- (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 \$57.49 biweekly.
- (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 \$46 biweekly.

- (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 of Canada or the United States, the content of which is related to nursing practice will receive an additional \$57.49 biweekly.
- (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: \$11.50 biweekly.
- (f) Successful completion of a post graduate certificate or diploma program of a minimum of one academic year (eight 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: \$23 biweekly.
- (g) A certificate, diploma or degree substantially similar in context 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 qualifications 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.

#### 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 programmes, such employees shall not be held responsible for acts committed by such patients.
- (b) When employees transport patients in 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.

#### MEMORANDUM OF UNDERSTANDING #1

##### In Charge

- (a) For Broadmead Care Society, employees classified at the Nurse 1 level only, shall receive a special allowance of \$10 per eight-hour shift and \$15 per 12-hour shift worked where such employees are "in-charge". This allowance will apply when the majority of the shift is worked and shall not be prorated.
- (b) Where the incumbent of a higher paying position is temporarily absent for three or more hours, employees classified at the Nurse 1 level only and "in-charge" shall receive a special allowance of \$1.25 per hour worked.
- (c) In the circumstances of (b) above, Clause 27.4 (Substitution Pay) will only apply where the temporary absence is known in advance to exceed 16 consecutive shifts. If the Employer determines that it will not designate an employee pursuant to Clause 27.4, then (a) above will apply.
- (d) Where a Supervisory Nurse position is vacant, the Employer shall determine whether to designate an employee to substitute pursuant to Clause 27.4. If there is no substitution, then (a) above will apply.

- (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 27.4 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 Broadmead Care Society.
- (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) On each full day, afternoon, or night shift where no nurse supervisor is scheduled to work, MOU#1 (a) or (b) shall apply for one Nurse Level 1 per shift (Broadmead Care Society).
- (j) Notwithstanding the above, the In-Charge special allowance of \$15.00 per 12 hour shift will apply to Nigel Program as follows:
- Nurse 1’s working night shift
  - Nurse 1’s working day shift and night shift on weekends and statutory holidays
  - Nurse 1’s working the day shift when the Nigel manager is on an approved absence.

**MEMORANDUM OF UNDERSTANDING #12**  
**Nursing Advocacy Committee/Professional Responsibility Clause**

**A. Committee Structure**

At the request of either party, the parties will form a joint committee of two representatives from the Employer and two from 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 21 calendar days of such call.

Members of the committee shall have access to any 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 and 9 of the Public Sector agreement.

**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.

(a)

(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 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 14 calendar days after receipt of the written concern pursuant to (ii) above, should the matter remain unresolved, the employee shall refer to the Nursing Advisory 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 #22**  
**Re: Recruitment and Retention Incentive Adjustment**

The parties recognize that the BEA shares in the systematic difficulty of recruiting and retaining nurses. Incentives to address these problems can assist Public Service employers 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 current collective agreement:

1. When working afternoon shift, as defined in the collective agreement, the employee will receive a recruitment and retention supplemental payment of 30 cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed \$1.80 per hour.
2. When working night shift, as defined in the collective agreement, the employee will receive a recruitment and retention supplemental payment of \$1.65 per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed \$2.95 per hour.
3. In addition to any other premiums or incentives received, an employee will receive a recruitment and retention supplemental payment of \$1.50 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.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Broadmead Care Society**  
**and**  
**British Columbia Nurses' Union**  
**Re: Extended Workday/Compressed Workweek**

**Preamble**

The purpose of this Memorandum of Agreement is to acknowledge the existence of an extended workday/compressed workweek at Nigel House.

This Memorandum of Agreement applies to employees at Nigel House with Extended Hours.

It is understood and agreed that:

- A) With the exception of the provisions set forth in this Memorandum, all other terms and conditions of the collective agreement will apply.
- B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular workday/workweek as set forth in the collective agreement.
- C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the collective agreement.
- D) For the purposes of this Memorandum and where revised, “*days*” have been converted into working hours, so that one day shall equal seven paid hours. For example, three days compassionate leave is converted to:  $3 \times 7.0 = 21.0$  working hours. This section applies to the following Articles: 18, 20.01, 20.02, 20.03, 20.16, and 20.18.
- E) Any change deemed necessary in this Memorandum may be made by mutual agreement between the parties at any time during the life of this Memorandum