

**2021-**  
**2023**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GITXSAN HEALTH SOCIETY**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**January 1, 2021 – December 31, 2023**



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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **1.01**

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

### **1.02**

The parties to this Agreement share a desire to improve the quality care to the Gitksan people to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the Gitksan people will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship in which members of the bargaining units' are employed.

### **1.03**

The Union and the Employer agree to work cooperatively during the negotiations relating to funding in order to achieve increases in funding.

## **ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

### **2.01**

For the purpose of this Agreement:

“**Certification**” means the Certification awarded by the B.C. Labour Relations Board to the British Columbia Nurses’ Union;

“**Union**” means the British Columbia Nurses’ Union;

“**Union Representative**” means a member of the staff of the Union or designated substitute;

“**Steward**” means an employee within the Employer’s service elected or appointed by the Union or its members to represent the Union and its members;

“**Day of rest**” in relation to an employee means a day other than a designated paid holiday, on which that employee is not ordinarily requested to perform the duties of his/her position other than by reason of his/her being on leave;

“**Employee**” means a person so defined by the Certification;

“**Employer**” means the Employer listed in the certification or any other successor;

“**Health centre area**” means Gitksan traditional territory;

“**Headquarters area**” means the program or location where an employee is assigned to work either at or from;

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

“**Overtime**” means work required by the Employer to be performed by the employee in excess of his/her daily hours of work;

“**Lay-off**” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

“**Leave**” means authorized absence from duty;

“**Membership dues**” means the dues established pursuant to the by-laws and regulations of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy;

A “**common-law spouse**” relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;

“**Double time**” means two (2) times the employee’s hourly rate of pay;

“**Time and one-half**” means one and one half (1½) times the employee’s hourly rate of pay;

“**Graduate Nurse**” means a nurse who is a graduate of an approved nursing program recognized by the British Columbia College of Nurses and Midwives and who holds a current, interim or special permit;

“**Calendar Year**” means a period of twelve (12) consecutive months commencing on the first day of January;

“**Year**” means a period from any given date in one month to the immediately preceding date twelve (12) months later;

“**Calendar Day**” means a twenty-four (24) hour period ending at midnight;

“**Transfer**” means the movement of an employee from one position to another which does not constitute a promotion or demotion;

“**Promotion**” means a change from an employee’s position to one with a higher maximum salary level;

“**Demotion**” means a change from an employee’s position to one with a lower maximum salary level;

“**Equal Employment Opportunity**” is a condition of equality in all employment-related actions brought about by unbiased personnel practices, procedures, and methods.

## **ARTICLE 3 - APPLICATION**

### **3.01**

The provisions of this Agreement apply to Union, employees and the Employer.

### **3.02**

In this Agreement, words importing the masculine gender shall include the feminine gender.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01**

All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

### **4.02 Employer Policies**

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

## **ARTICLE 5 - CONTINUOUS EMPLOYMENT**

### **5.01**

Employees shall be deemed to have continuous employment between their previous BCNU certified Employers and Gitxsan Health Society for vacation, increment and in qualifications.

### **5.02 Continuous Service**

For the purpose of this Article (5.01) no break in service means a time span of less than thirty (30) calendar days. If the break in service is greater than thirty (30) calendar days, then the employee is considered to be a newly hired employee.

# **PART B**

## **WORKING CONDITIONS**

## **ARTICLE 6 - HOURS OF WORK**

### **6.01 General**

The work week shall consist of five (5) consecutive days consisting of a thirty-five (35) hour week.

### **6.02**

The base day is a seven (7) hour day, exclusive of meal breaks.

### **6.03 Leave Hours**

When leave is granted, it would be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would normally have been scheduled to work on that day.

### **6.04 Meal Periods**

Where operational requirements permit, the meal periods will be as close to the middle of the workday as possible. If the meal break is taken at the workplace, staff can ensure the facility is not accessible by clients and members of community during the meal break.

### **6.05 Rest Breaks**

When operational requirements permit, two (2) clear rest periods of fifteen (15) minutes each shall be provided during each normal work day. If there is no staff to alternate the rest breaks, staff can ensure that the facility is not accessible to clients or members of the community during the rest break.

## **ARTICLE 7 - OVERTIME**

### **7.01**

Employees requested to work in excess of seven (7.0) hours in one (1) day, or who are requested to work on their scheduled off-duty days shall be paid:

- (1) the rate of time and one half (1½) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time (2x) thereafter;
- (2) the rate of double time (2x) of their basic hourly rate of pay for all hours worked on a scheduled day off.

### **7.02**

Full-time employees required to work on a scheduled day off, including an extra day off, shall receive the overtime rate as provided but shall not have the day off rescheduled.

### **7.03**

An employee who, at the request of the Employer, works on any of the statutory holidays shall be paid the rate of double time (2x) and shall receive another day off with pay at a time mutually agreeable to the employee and the Employer.

### **7.04**

Overtime pay shall be paid to the employee on the following pay cheque.

### **7.05**

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts

for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within six (6) calendar months of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the six (6) month period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque. The six month periods shall be between October 1 - March 31 and April 1 - September 30.

#### **7.06**

An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of ten dollars (\$10.00). One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

#### **7.07**

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, including an extra day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

#### **7.08**

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

#### **7.09**

Where an employee works overtime, he shall be given a fifteen (15) minute break, with pay, between the end of his/her regular scheduled hours and the commencement of his/her overtime period.

#### **7.10 Call-In**

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

### **ARTICLE 8 -TELEPHONE CALLS**

Whenever an employee, not on-call, receives a work related call at home she/he shall be paid for fifteen (15) minutes per call at their regular rate of pay. The employee must keep a log with particulars relating to all work related calls and provide details on or have attached to their time sheet before payment for calls is made.



## **ARTICLE 9 - DESIGNATED PAID HOLIDAYS**

### **9.01**

Subject to Article 9.02, the following days shall be designated paid holidays for employees:

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

### **9.02 Designated Paid Holiday Falling on a Day of Rest**

When a day designated as a paid holiday under Article 9.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his/her day of rest.

### **9.03 Compensation for Work on a Paid Holiday**

Compensation for work on a paid holiday will be in accordance with the Overtime provisions.

### **9.04**

When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

## **ARTICLE 10 - TRAVELLING TIME/TRANSPORTATION**

### **10.01**

When the Employer requires an employee to travel outside the health centre area for the purpose of performing duties, the employee shall be compensated in the following manner:

- A) On a normal working day on which he travels but does not work, the employee shall receive his/her regular pay for the day.
- B) On a normal working day on which he travels and works, the employee shall be paid:
  - i) his/her regular pay for the day for a combined period of travel and work not exceeding seven (7) hours, and
  - ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour period of work and travel.
- C) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled.

## **10.02**

For the purpose of Article 10.01, the travelling time for which an employee shall be compensated is as follows:

- A) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

For travel by private means of transportation, to proceed from the employee's place of residence or work place, as applicable, direct to his/her destination and, upon his/her return, direct back to his/her residence or work place.

- B) Compensation shall be consistent with the overtime provisions contained in this collective agreement.

## **10.03**

All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

## **10.04**

Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.

## **10.05**

- A) When an employee is required to work in more than one location during a period of duty, transportation between such locations shall be provided, or paid for, by the Employer.
- B) When an employee is required to report for work, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:
- i) mileage allowance at the rate of fifty-five cents (\$0.55) per km paid to an employee when authorized by the Employer to use his/her own mode of transportation when the employee travels by means of his/her own mode of transportation, and
  - ii) reasonable out-of-pocket expenses.
  - iii) extra insurance costs, and appropriate safety equipment as required.

## **ARTICLE 11 - LEAVE - GENERAL**

### **11.01**

When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted to him.

### **11.02**

An employee is entitled, to be informed, upon request, of the balance of his/her vacation or sick leave with pay credits within one working day of the request.

### **11.03**

An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

**11.04**

An Employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

**11.05**

The Employer will respond to all requests within three (3) weeks of the request and if less than one (1) month notice of request is received, the Employer will respond as soon as possible.

**ARTICLE 12 - VACATION LEAVE**

**12.01**

The vacation year shall be from January 1st to December 31st, inclusive.

**12.02 Accumulation of Vacation Leave Credits**

A regular employee shall earn vacation leave credits for each calendar year.

- i) Commencing with the month in which his/her first (1st) anniversary of service occurs twenty (20) days;
- ii) Commencing with the month in which his/her fifth (5th) anniversary of service occurs twenty-five (25) days;
- iii) Thereafter, one (1) day per year to a maximum of thirty-five (35) days per year.

**12.03**

For the purpose of Article 12.02 only, all service with this Employer, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the employment of this Employer, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on layoff and is reappointed to the employment with this Employer within one (1) year following the date of layoff.

**12.04 Entitlement to Vacation Leave with Pay**

An employee is entitled to vacation leave with pay to the extent of his/her earned credits but an employee who has completed one (1) year of continuous employment may, with the Employer’s approval, receive an advance of credits equivalent to the anticipated credits for the vacation year.

**12.05 Provision for Vacation Leave**

In order to maintain operational requirements, the Employer will negotiate the scheduling of an employee’s vacation leave but shall make every reasonable effort:

- A) to provide an employee’s vacation leave in an amount and at such time as the employee may request;
- B) not to recall an employee to duty after he has proceeded on vacation leave.

**12.06 Replacement of Vacation Leave**

Where, in respect of any period of vacation leave, an employee:

- A) is granted bereavement leave, or
- B) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee, and approved by the Employer, or reinstated for use at a later date.

### **12.07 Carry Over**

Where in any vacation year an employee has not been granted all the vacation leave credited to him, the unused portion of his/her vacation shall be carried over.

### **12.08 Recall from Vacation Leave**

Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

- A) in proceeding to his/her place of duty, and
- B) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled.

### **12.09**

The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 12.08 to be reimbursed for reasonable expenses incurred by him.

### **12.10 Cancellation of Vacation Leave**

When the Employer cancels or alters a period of vacation or flex leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

### **12.11 Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least two (2) weeks prior to the last pay before the employee's vacation period commences, and providing the employee has been authorized to proceed on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

### **12.12 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee his/her unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of layoff, and the tenth (10th) year of continuous employment in the case of resignation.

### **12.13 Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, his/her designated person shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to his/her credit by the daily rate of pay as calculated from the classification prescribed in his/her certificate of appointment on the date of the termination of his/her employment.

### **12.14 Abandonment**

Notwithstanding Article 12.12, an employee whose employment is terminated by reason of a declaration that he abandoned his/her position is entitled to receive the payment referred to in Article 12.12 if he requests it within six (6) months following the date upon which his/her employment is terminated.

### **12.15 Recovery on Termination**

In the event of the termination of employment for reasons other than death or layoff, the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to his/her classification on the date of termination.

## **ARTICLE 13 - SICK LEAVE**

### **13.01 Short Term Illness and Injury Plan (STIIP)**

- A) The Employer will arrange for an insurance carrier to provide eligible employees with a Short Term Illness and Injury Plan (STIIP) effective April 1, 2008.
- B) The STIIP shall have the following characteristics:
  - i) STIIP benefits will commence starting on the first (1<sup>st</sup>) day in the event of an injury or hospitalization, and on the seventh (7<sup>th</sup>) day in the event of illness.
  - ii) STIIP benefits will be as follows: sixty-six and two thirds percent (66 2/3%) pay for a period not to exceed seventeen (17) weeks.
  - iii) No supplement to the sixty-six and two thirds percent (66 2/3%) pay from employee time banks will be allowed.

Coverage will apply to regular full-time and regular part-time employees who are scheduled to work a minimum of fifteen (15) hours per week.

### **13.02 Sick Leave Banks**

- A) Regular full-time employees shall earn seven (7) hours leave credits per month to a maximum of one hundred and forty (140) hours.
- B) Eligible regular part-time employees shall earn sick leave credits on a pro-rated basis including extra straight time hours worked, to a maximum of one hundred and forty (140) hours.
- C) Where accumulated sick leave balance reaches one hundred and forty (140) hours, no further credits shall be earned until such time as the balance is reduced below one hundred and forty (140) hours.
- D) Regular full-time employees shall receive their regular rate of pay for each day of sick leave credit for which they have earned and have in the bank.
- E) Regular part-time employees shall receive their regular pay for scheduled work hours lost due to non-compensable illness or injury.

### **13.03 Proof of Sickness**

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

### **13.04 Benefits Accrue**

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

### **13.05 Expiration of Sick Leave Benefits**

Employees who are absent due to sickness beyond their accumulated STIIP credits shall be placed on unpaid sick leave of absence until they are in receipt of long term disability benefits or until the long term disability carrier determines the employee is fit to return to work.

Notwithstanding the above, the employee shall have the rights and option to use their unused accumulated credits in their sick leave bank to cover the time period between the expiry of STIIP credits and the start of receiving their long term disability (LTD) benefits payments, and to cover any applicable waiting periods related to STIIP and LTD.

### **13.06 Workers' Compensation**

#### **A) Injury on Duty - Leave with Pay**

An employee shall be granted Worker' Compensation leave with net pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular take home wages to ensure that the non-taxable status of the Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension.

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

#### **C) Benefit Entitlement**

When an employee is on a WCB claim all benefits of this agreement will continue to accrue. However an employee off work on WCB claim shall receive net wages as defined above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holiday and vacation credits. Once the claim exceeds twenty (20) work days, paid holiday and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

### **13.07 Continuation of Employment**

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

### **13.08 Employee Appointments**

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted up to the extent of sick leave credits in the employee's bank. Also see Article 51 – Special Leave (point number 7).

## **ARTICLE 14 - OTHER LEAVE WITH OR WITHOUT PAY**

### **14.01**

In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

#### **14.02 Bereavement Leave with Pay**

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), grandparent, brother, sister, spouse including common-law spouse residing with the employee), child (including child of common-law spouse or adopted child), stepchild or ward of the employee, grandchild, nephew, niece, uncle, aunt, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides and/or traditional Gitxsan affiliations as determined by the administrator in consultation with tribal elder.

- A) When a member of his/her immediate family dies, an employee:
  - i) shall be entitled to a bereavement period of five (5) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for that employee;
  - ii) in addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- B) In special circumstances and at the request of the employee, the fourth (4th) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- C) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in Article 14.02(A)(i) and (C) – Bereavement Leave with Pay.
- D) An employee is entitled to up to fourteen (14) hours bereavement leave per year with pay to attend or participate at a funeral of a person that is not immediate family, subject to operational requirements.

#### **14.03 Maternity Leave without Pay**

- A) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- B) Notwithstanding paragraph (A):
  - i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
  - ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (A) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.
- C) The extension described in paragraph (B) shall end not later than seventy-eight (78) weeks after the termination date of pregnancy.

- D) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- E) An employee who has not commenced maternity leave without pay may elect to:
  - i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - ii) Use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 13 – Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 13 (Sick Leave), shall include medical disability related to pregnancy.
- F) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- G) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**14.04 Maternity Allowance**

- A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (C) to (i), provided that she:
  - i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
  - ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
  - iii) has signed an agreement with the Employer stating that:
    - (1) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (2) following her return to work, as described in section (1), she will work for a period equal to the period she was in receipt of the maternity allowance;
    - (3) should she fail to return to work in accordance with section (1), or should she return to work but fail to work for the total period specified in section (2), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (2), or having become disabled, she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \frac{\text{(remaining period to be worked}}{\text{following her return to work)}}{\text{[total period to be worked]}}
 \end{array}$$



however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (2).

- B) For the purpose of sections (A)(iii)(2), and (3), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (A)(iii)(2), without activating the recovery provisions described in section (A)(iii)(3).
- C) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- D) At the employee's request, the payment referred to in subparagraph 14.04(C)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- E) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (C) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- F) The weekly rate of pay referred to in paragraph (C) shall be:
  - i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- G) The weekly rate of pay referred to in paragraph (F) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- H) Notwithstanding paragraph (G), and subject to subparagraph (F)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being

paid on that day.

- I) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- J) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**14.05 Parental Leave without Pay (Adoption and Parental)**

- A) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-one (61) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- B) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-two (62) consecutive weeks in the seventy-eight (78) period beginning on the day on which the child comes into the employee's care.
- C) Notwithstanding paragraphs (A) and (B):
  - i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay; or
  - ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his child is hospitalized.

The period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than seventy-eight (78) weeks after the day on which the child comes into the employee's care.

- D) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (A) and (B).
- E) The Employer may:
  - i) defer the commencement of parental leave without pay at the request of the employee;
  - ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii) require an employee to submit a birth certificate or proof of adoption of the child.
- F) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

#### **14.06 Return to Employment**

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

#### **14.07 Leave without Pay for the Care and Nurturing of Pre-School Age Children**

Subject to operational requirements an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- A) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
- B) leave granted under this clause shall be for a minimum period of six (6) weeks;
- C) leave granted under this Article for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave;
- D) time spent on such leave shall not be counted for pay increment purposes.

#### **14.08 Leave without Pay for Personal Needs**

Leave without pay will be granted for personal needs, in the following manner:

- A) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- B) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- C) An employee is entitled to leave without pay for personal needs only once under each of (A) and (B) of this Article for every ten (10) years of employment. Leave without pay granted under this Article may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer. Leave without pay granted under this article may not be used to perform alternative employment or personal contract work.
- D) Leave granted under (A) of this Article shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- E) Leave without pay granted under (B) of this Article shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### **14.09 Leave without Pay for Relocation of Spouse**

- A) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- B) Leave without pay granted under this Article shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the

purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### **14.10 Court Leave with Pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- A) to be available for jury selection;
- B) to serve on a jury, (when an employee is to be paid for jury duty by the Government, the employer shall be reimbursed the equivalent amount the Employee received from the Government for being a juror); or
- C) by subpoena or summons to attend as witness in any proceeding held:
  - i) in or under the authority of a court of justice or before a grand jury;
  - ii) before a court, judge, justice, magistrate or coroner;
  - iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his/her position;
  - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### **14.11 Other Leave with Pay**

At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent his/her reporting for duty.

#### **14.12 Other Leave without Pay**

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

### **ARTICLE 15 - CAREER DEVELOPMENT**

#### **15.01 General**

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

#### **15.02 Education Leave**

- A) An employee may be granted education leave without pay for varying periods up to two (2) years, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education which special preparation is needed to

enable him to fill his/her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- B) An employee on Education Leave without pay under this Article shall receive an allowance in lieu of salary equivalent to from fifty percent (50%) to one hundred percent (100%) of his/her basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- C) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- D) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
  - i) fails to complete the course;
  - ii) does not resume employment with the Employer on completion of the course; or
  - iii) ceases to be employed, except by reason of death or layoff, before termination of the period he has undertaken to serve after completion of the course;

he shall repay the Employer all allowances paid to him under this Article during the education leave or such lesser sum as shall be determined by the Employer.

### **15.03 Attendance at Conferences and Conventions**

- A) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- B) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his/her field of specialization, subject to operational constraint.
- C) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- D) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- E) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of convention or conference registration fees and reasonable travel expenses.

- F) An employee shall not be entitled to any compensation under Articles 7 (Overtime) and 10 (Travelling Time/Transportation) in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this Article, except as provided by paragraph (D).

#### **15.04 Professional Development**

- A) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
- i) to participate in workshops, short courses or similar out service programs to keep up to date with knowledge and skills in their respective fields;
  - ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer;
  - iii) to carry out research in the employee's field of specialization and specifically related to his/her assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his/her present role more adequately.
- B) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in Article 15.04(A).
- C) An employee may apply at any time for professional development under this Article, and the Employer may select an employee at any time for such professional development. The Employer shall endeavor to approve a *minimum* of two (2) professional development days per year. Approval of requests will be based on the staffing available at the time of the requested leave and the value of the course/out of service program to the Employer as determined by the Employer. Leaves pursuant to the Article will be administered in a reasonable manner.
- D) An employee selected for professional development under this Article shall continue to receive his/her normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 7 (Overtime) and Article 10 (Travelling Time/Transportation) while on professional development under this clause. The amount of pay received by the employee shall not exceed the full-time hours of work as outlined in Article 6 (Hours of Work). When taking a course on regular days off, the employee shall receive an equivalent number of days off in lieu.
- E) An employee on professional development under this Article may be reimbursed for reasonable travel expenses and such other additional related expenses as the employer deems appropriate.

### **ARTICLE 16 - SEVERANCE PAY**

#### **16.01**

Under the following circumstances and subject to Article 16.02 an employee shall receive severance benefits calculated on the basis of this weekly rate of pay:

- A) **Layoff**
- i) On the first layoff, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment;

- ii) On second or subsequent layoff, one (1) week's pay for each complete year of continuous employment, less any period in respect of which he was granted Severance Pay under Article 16.01(A)(i) above.

**B) Resignation**

On resignation, subject to Article 16.01(C) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

**C) Retirement**

On retirement, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

**D) Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay regardless of any other benefit payable.

**16.02**

The weekly rate of pay referred to in the above Articles shall be the weekly rate of pay to which the employee is entitled for the classification described in his/her certificate of appointment, immediately prior to the termination of his/her employment.

**ARTICLE 17 - STATEMENT OF DUTIES/JOB DESCRIPTIONS AND CLASSIFICATIONS**

**17.01**

Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his/her position, including the position's classification level and the position specification form (job description).

**17.02**

The Employer shall draw job descriptions for all jobs and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Labour Relations Officer of the Union and shall become the recognized job descriptions unless written notice of objection is given by the Union within sixty (60) days.

If agreement is not reached over the contents of the job description, then the contents of the job description may be finalized by utilizing the grievance and arbitration procedure. It is recognized that the arbitrator only has the jurisdiction to ensure that the job description accurately reflects the job and the appropriate wage rate. The arbitrator does not have any jurisdiction to change the work required to be performed by the employee.

Each regular employee shall be provided with a copy of the agreed to job descriptions for his/her position.

### **17.03 New or Changed Positions**

Where the Employer establishes a new position or significantly changes the duties to be performed by an employee in an existing classification, the Employer and the Union agree to meet prior to the implementation of the change to discuss the wage rate and job description. Failing an agreement between the Employer and the Union on these matters, the matter may ultimately be resolved through the grievance and arbitration procedure and the arbitrator expressly has the jurisdiction to determine the appropriate wage rate for the new or changed position (provided the new position is within the bargaining unit).

## **ARTICLE 18 - REGISTRATION FEES**

### **18.01**

The Employer shall reimburse an employee for his/her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his/her position. The receipt must be submitted within three (3) months of receiving the receipt.

## **ARTICLE 19 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES**

### **19.01 Preamble**

The Employer agrees that wherever possible no employee shall lose employment because of technological change, or change in method of operation, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 19, and Article 32 - Seniority.

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

### **19.02 Definition of Displacement**

Any employee shall be considered displaced by technological change when his/her services shall no longer be required, as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

### **19.03 Notice of Displacement**

At the time the decision to change the method of operation, the Employer shall notify the Union in writing of the impact that such change shall have on existing jobs. The Employer shall endeavour, wherever possible, to provide at least ninety (90) days advance notice.

The Employer agrees to meet with the Union expeditiously upon the Union's receipt of such notification for the purpose of exploring alternatives to alleviate the negative impact of the technological change.

### **19.04 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to bump to a job in line with seniority provided such transfer does not affect a promotion and provided, further, the employee possesses the ability



to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

#### **19.05 Job Training**

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- (1) for planning and implementing training programs for those employees affected by technological change;
- (2) for planning and implementing training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning and implementing training programs for those employees affected by new methods of operation;
- (4) for planning and implementing training programs in the area of general and specialized skill upgrading and maintenance;
- (5) Current employees shall be given priority for training programs.

#### **19.06**

In this Article “Technological Change” means:

- A) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees; or
- B) a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

#### **19.07**

Both parties recognize the overall advantages of technological change and will therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

#### **19.08**

The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.

#### **19.09**

The written notice provided for in Article 19.08 will provide the following information:

- A) the nature and degree of change;
- B) the anticipated date or dates on which the Employer plans to effect change;
- C) the location or locations involved.

#### **19.10**

As soon as reasonably practicable after notice is given under Article 19.08, the Employer shall consult with the Union concerning the effects of the technological change referred to in Article

19.08 on the group of employees. Such consultation will include but not necessarily be limited to the following:

- A) the approximate number, class and location of employees likely to be affected by the change;
- B) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

#### **19.11**

When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

#### **19.12 Layoff**

Where the parties cannot find other work alternatives for the employee, the Employer shall give regular employees a minimum of two (2) weeks written notice of layoff or normal pay for that period in lieu of notice. After three (3) consecutive years of employment, the notice period is three (3) weeks of working notice, plus one week of notice after each additional year of employment to a maximum of eight (8) weeks. Should the work cease to exist during the notice period, the balance of the entitlement shall be paid out to the employee.

#### **19.13**

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

#### **19.14**

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Labour Relations Officer of the Union.

### **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations.

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

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established.

The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing

its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

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

The Union further agrees to actively pursue with the other Health Care Unions a Joint Union Committee for the purposes of this Article.

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

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

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

#### **20.02 Investigation of Accidents/Workplace Inspections**

Pursuant to the Occupational Health and Safety Regulation, all accidents shall be investigated and all workplace inspections shall be conducted jointly by at least one representative designated by the BCNU and one management representative.

#### **20.03 Medical Examinations**

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

#### **20.04 Safe Workplace**

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.

#### **20.05 Prevention of Musculoskeletal Injuries**

- A) The Parties agree that there is a shared interest in eliminating and/or minimizing hazards that cause musculoskeletal injuries and illnesses. All Employers shall develop and implement, in consultation with the Occupational Health and Safety Committee, a Musculoskeletal Injury Prevention Program in accordance with the *Occupational Health and Safety Regulation*.
- B) Occupational Health and Safety Committees will identify musculoskeletal injury risk factors in accordance with the *Occupational Health and Safety Regulation* during worksite inspections.
- C) When 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 appropriate advice with respect to the risk factors noted in (B) and eliminate and/or minimize identified risk factors. Advice will be sought from resources that will include the Occupational Health and Safety Committee, and the employees who will be working in the new or renovated area,

and/or using the workstation or equipment.

- D) Employees will receive training and education in measures to control the risks of musculoskeletal injury including training in risk assessment, appropriate work procedures, and the use of assistive devices.
- E) All patients/residents/clients will be assessed to determine the appropriate lift, transfer, or repositioning technique to be used. No physical lifting of patients/residents/clients will occur if the risk assessment indicates that to do so would be hazardous to the employee.
- F) The Employer will implement measures to eliminate hazards associated with the crushing of pills. Measures will include providing ergonomic pill crushers, using liquid and non-coated forms of medication, ergonomically suitable packaging, providing a crushing area with suitable reach for employees, minimizing exposure to medication dust and any other measure to ensure the safe preparation and administration of medications.

#### **20.06 Savings from Prevention Programs**

The Employer will disclose information related to injury/illness rates and all costs associated with occupational injury and illness to the OH&S Committee. The OH&S Committee will identify annual savings, including the amount of Workers' Compensation Assessment paid on an annual basis and apply the savings to the following year's prevention initiatives.

#### **20.07 Transfer of Pregnant Employees**

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

#### **20.08 Communicable Diseases**

- A) The Employer and the Union share a desire to prevent acquisition and transmission of communicable disease.
- B) The Employer will implement prevention procedures, including
  - i) education and training, hygiene facilities, personal protective equipment/apparel and vaccinations;
  - ii) post exposure protocols, and
  - iii) measures necessary for the establishment of a work environment with minimal risk of exposure to or infection by communicable diseases.

#### **C) Provision for Immunizations**

The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of his/her duties.

#### **20.09 Hazardous Substances**

- A) The Employer will implement measures which ensure full compliance with the OH&S Regulation, Chemical and Biological Substances.
- B) Where employees are exposed to substances not specifically identified in the OH&S Regulation but are known to be hazardous and/or sensitizing agents, the Employer will implement measures to eliminate, to the degree possible, or minimize exposure to these agents.

Such agents include, but are not limited to, latex, psyllium powder, and pharmacological agents such as antibiotic dust, ribavirin and pentamidine. Where latex gloves are appropriate for use, only non-powdered latex gloves will be provided by the Employer.

- C) Where there is exposure to hazardous agents above permissible limits as set out in the *Occupational Health and Safety Regulation*, a record will be made and kept on the employee's health file. Upon request by an employee, the Employer will develop a historical record of exposure to any such hazardous substance.
- D) Since any pharmacological agent is meant to be administered only to those who require it for medical reasons, the Employer will implement measures to eliminate, to the degree possible, or minimize employee exposure to all such agents.

#### **20.10 Working Short Staffed**

The Employer agrees not to replace a Registered Nurse that is off due to illness, vacation, or leave for any purpose, with a Licensed Practical Nurse.

#### **20.11 Occupational First Aid Requirements and Courses**

- A) Where the Employer requires an employee to perform first aid duties in addition in 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.
- B) 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 1 or Level 2 Occupational First Aid Certificate: \$1.00 per hour
  - Level 3 Occupational First Aid Certificate: \$1.50 per hour

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full allowance while on an approved leave with pay.

- C) In order to meet the requirements of the *Occupational Health and Safety Regulation* regarding Occupational First Aid, 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.

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 regulation to undertake the training to obtain an Occupational First Aid Certificate.

#### **20.12 Workload**

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

- i) investigate the difference;
- ii) define the issue in the difference; and

iii) make written recommendations to resolve the differences.

### **20.13 Protective Clothing and Equipment**

- A) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary to meet the standards of universal precautions.
- B) The Employer will make available cell phones and/or radios to each employee working alone and ensure a check in procedure.
- C) All such items shall be maintained and replaced at the Employer's expense.
- D) All such items shall comply with applicable Workers' Compensation Board regulations concerning the same.

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

### **20.14 Injury Pay Provisions**

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this Article and who later returns to work shall be paid for the time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

### **20.15 Premium Pay for Abnormal Working Conditions**

In addition to the basic wage, a ten percent (10%) per hour premium shall be paid to employees performing work that the Union and the Employer have agreed to be dirty or hazardous.

### **20.16 Occupational Health and Safety Violence in the Workplace**

- A) The Employer and the Union recognize the need for a safe working environment free of violence or threats of violence or verbal abuse. The Employer will implement a prevention program which includes, but is not limited to, the following elements:
  - i) The Employer will conduct risk assessments in accordance with Workers' Compensation Boards, *Occupational Health & Safety Regulation*.
  - ii) Safe, secure and free parking will be provided for employees. Escort services to parking will be provided for nurses during non-peak hours.
  - iii) When a member of the public requests information concerning the care and treatment of themselves or anyone they may represent, the Employer will not release the name of the nurse who has provided care and treatment.
  - iv) When the Employer is aware that a client or a member of the public has a history of violent behaviour, the Employer shall make such information available to the employee. In services and/or instruction in caring for the violent patient will be provided by the Employer. Where an Employer has reasonable grounds to believe that a client has a history of violent behaviour, the Employer will seek out such information from appropriate sources.

B) Where a risk of injury is identified from a violence risk assessment, the Employer will establish policies, procedures and work environment arrangement to eliminate, or if that is not possible, to minimize the risk to employees. Such initiatives shall include:

- i) a training of employees in the means for the recognition of the potential for violence. Employees shall receive training in the recognition and management of incidents which have a potential for violence. The local occupational health and safety committee shall be consulted regarding the assessment of training needs and the applicable physical and procedural measures required. Where employees are likely to encounter clients with mental illnesses, substance abuse or psycho geriatric conditions, the Employer will provide in-service training on how to care for and manage such clients.
- ii) 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;
- iii) policies and procedures for the reporting and investigation of incidents and corrective action in accordance with Workers' Compensation Boards, Occupational Health & Safety Regulations.
- iv) if the abusive or violent situation warrants it, schedules or routines shall be temporarily adjusted to ensure the client's well-being and the employee's safety.
- v) An Employee who has reasonable grounds to believe their safety may be compromised when attending a client shall not be required to attend that client. When an incident demonstrates that client's behaviour may constitute a risk to the safety of another client or staff member, a meeting shall be convened within twenty-four (24) hours, or as soon as possible thereafter, to consider and implement alternative options for care delivery to ensure the safety of the employee(s) and other clients. The Employer shall ensure that sufficient staff are present when any service, treatment or care is provided to such persons.

C) The program will include but not be limited to:

- i) A safety in-service program and resource materials for environmental safety awareness, risk assessment and diffusing techniques, caring for people with mental illness and people who abuse substances, personal safety, self-defense, conflict resolution and crisis intervention, emergency procedures, withdrawal of care and reporting/follow-up procedures.
- ii) Provision by the Employer of personal security devices such as personal alarm devices, cellular phones, radios and flashlights in compliance with WorkSafeBC.
- iii) Procedures for the safety screening of clients and the environment, including the identification and designation of high risk areas where appropriate.
- iv) Methods of communicating information concerning identified risks associated with a client.

- v) Procedures for the deferral and withdrawal of services to clients identified as dangerous to the employee's safety.
  - vi) Protocols for reporting the location of staff, staff check-in, checking on staff well-being and searching for staff when necessary.
- D) 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. Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate procedural measures to protect employees shall be implemented.
- E) 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. The local steward and the Union office will be notified by the Employer where an employee is referred for such debriefing or counselling.



# **PART C**

## **STAFF RELATIONS MATTERS**

## **ARTICLE 21 - UNION RECOGNITION**

### **21.01 Union Recognition**

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

### **21.02 Scope of Agreement**

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

## **ARTICLE 22 - UNION SECURITY**

### **22.01 Security**

- A) Employees covered by the Certification who are members of BCNU, shall maintain their membership in good standing as a condition of continuing employment.
- B) New employees covered by the Certification shall become members of BCNU, and shall maintain membership in good standing in BCNU as a condition of continuing employment.

### **22.02 Union Deductions**

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

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

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

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

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

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

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

## **ARTICLE 23 - UNION RIGHTS AND ACTIVITIES**

### **23.01 Individual Agreement**

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

### **23.02 Contracting Out**

The Employer agrees not to contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this Agreement.

### **23.03 Employer's Business**

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

### **23.04 Stewards**

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

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

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

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

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

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

- (1) investigating complaints of an urgent matter, and
- (2) investigating grievances, and
- (3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- (4) supervising ballot boxes and other related functions during ratification votes, and
- (5) attending meetings called by management, and
- (6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- (7) meeting with new employees as a group during the orientation program, and
- (8) acting as appointees to the Union/Management Committee.

#### **D) Conditions Governing Stewards**

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

- (1) have received prior consent from their supervisor before leaving their work station; such consent shall not be unreasonably withheld, and

- (2) make every endeavour to complete their business in as short a time as possible, and
- (3) advise their supervisor of their return to the work station.

Stewards shall not interrupt the normal operations of the work place.

### **23.05 Union Representative Visits**

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

### **23.06 Superior Benefits**

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits are surpassed by the benefits and/or wages provided in succeeding agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

### **23.07 Personnel File**

#### **A) Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files. Also see Article 35.03 – Records Removed.

#### **B) Union Representative or Steward Access**

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

#### **C) Confidential Nature of Personnel File**

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

### **23.08 Copies of the Collective Agreement**

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

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

### **23.09 New Employees**

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

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

### **23.10 List of New and Terminating Employees**

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

### **23.11 Bulletin Boards**

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

## **ARTICLE 24 - LEAVE FOR STAFF RELATIONS MATTERS**

### **24.01**

Applications for Certification, Representations and Interventions With Respect to Applications for Certification:

Where operational requirements permit, the Employer will grant leave without pay:

- A) to an employee who represents the Union in an application for certification or in an intervention, and
- B) to an employee who makes personal representations with respect to a certification.

### **24.02 Employee Called as a Witness**

The Employer will grant leave with pay:

- A) to an employee called as a witness, and
- B) where operations requirements permit, to an employee called as a witness by an employee or the Union.

### **24.03 Arbitration Board and Troubleshooter Hearings**

The Employer will grant leave with pay to an employee representing the Union before an Arbitration Board or Troubleshooter Hearings.

### **24.04 Employee Called as a Witness**

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board/Troubleshooter Hearings and, leave with pay to an employee called as a witness by the Union.

#### **24.05 Adjudication**

Where operational requirements permit, the Employer will grant leave with pay to an employee who is:

- A) a party to an adjudication, or
- B) the representative of an employee who is a party to an adjudication, or
- C) a witness called by an employee who is party to an adjudication.

#### **24.06 Meetings During the Grievance Process Employee Presenting Grievance**

Where operational requirements permit, the Employer will grant to an employee:

- A) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee; and
- B) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee.

#### **24.07 Employee Who Acts as Representative**

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will grant leave with pay to the representative.

#### **24.08 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee.

#### **24.09 Contract Negotiations Meetings**

The Employer, will grant leave with pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Union.

#### **24.10 Preparatory Contract - Negotiations Meetings**

The Employer will grant leave with pay to an employee to attend preparatory contract negotiations meetings.

#### **24.11 Meetings Between the Union and Management**

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Union.

#### **24.12 Union Executive Council Meetings and Conventions**

The Employer will grant leave without pay to an employee to attend Executive Council Meetings and Conventions of the Union if the member is elected by the membership to do so.

#### **24.13 Stewards Training Courses**

- A) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Stewards by the Union to undertake training sponsored by the Union related to the duties of a Steward.

B) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Union to attend training sessions concerning Employer-employee relations sponsored by the Employer.

#### **24.14 Paid President Leave**

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

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

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

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

#### **24.15**

Employees participating in Union business on days off shall have the equivalent number of days off during his/her regular work schedule (days off in lieu).

#### **24.16 Payment**

The Union will reimburse the Employer, upon receipt of an invoice, the costs for wages and benefits advanced by the Employer in Articles 24.01, 24.02 (Employee Called as a Witness), 24.03 (Arbitration Board and Troubleshooter Hearings), 24.04 (Employee Called as a Witness), 24.05 (Adjudication), 24.09 (Contract Negotiations Meetings), 24.10 (Preparatory Contract – Negotiations Meetings), 24.12 (Union Executive Council), 24.13 (Stewards Training Courses), 24.14 (Paid President Leave), and 24.15.

### **ARTICLE 25 - STRIKES OR LOCKOUTS**

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

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

### **ARTICLE 26 - INTERPRETATION OF AGREEMENT**

The parties agree that, in the event of a dispute arising out of the interpretation of an Article or Articles in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from availing himself/herself of the grievance procedure provided in this Agreement.

## **ARTICLE 27 - UNION/MANAGEMENT COMMITTEE**

### **27.01 Composition of Committee**

A Union/Management Committee shall be established for each bargaining unit covered by this Agreement. The Employer and the Union shall each appoint a minimum of one (1) and a maximum of four (4) representatives to the Union/Management Committee.

### **27.02 Chairperson**

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

### **27.03 Meetings**

Meetings of the Committee shall be held at the call of the Chairperson as promptly as possible upon request in writing of either party. Meetings shall occur not less than two (2) per year involving a representative from each health unit.

### **27.04 Purpose of the Committee**

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

### **27.05 Scope of the Committee**

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

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

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

### **27.06 Stewards**

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

## **ARTICLE 28 - PROFESSIONAL RESPONSIBILITY CLAUSE**

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

### **A) Nursing practice conditions -**

Such concerns are not deemed to be “grievances” as per Article 29 – Grievance Procedure.

### **B) Safety of patients and nurses -**

Such concerns are not deemed to be “grievances” as per Article 29 – Grievance Procedure.

### **C) Workload -**

Such concerns are not deemed to be “grievances” as per Article 29 – Grievance Procedure.

### **28.01**

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



**28.02**

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

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

**28.03**

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

**28.04**

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

**28.05**

If the employee is not satisfied with the written response from the administrator, the employee with a Union representative may make a presentation to a Troubleshooter as per Article 29.05 – Industry Troubleshooter. It is agreed that the Troubleshooter process is the final step to this Professional Responsibility Clause.

**ARTICLE 29 - GRIEVANCE PROCEDURE****29.01 Discussion of Differences**

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

**29.02**

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in Article 29.03, gives notice that he wishes to take advantage of this Article, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**29.03 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 29.01, other than for the suspension or dismissal of employees:

**Step 1**

Within twenty-five (25) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor who is excluded from the bargaining unit.

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

If the grievance is not satisfactorily settled under Step 1, then the steward shall notify the Union within fifteen (15) calendar days of receipt of the written response to the grievance.

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

### **Step 2**

The Union shall, within a further fifteen (15) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 2 (who shall be outside the bargaining unit). Within a further twenty (20) calendar days of the Step 2 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter and/or arbitration.

### **29.04**

The Employer shall designate a representative at each step in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

### **29.05 Industry Troubleshooter**

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

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

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

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

**29.06 Amending Time Limits**

If the time limits in the two stages of Article 29.03 are not complied with by the employee(s), the Union, or the Employer, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

**29.07 Resolution of Employee Dismissal or Suspension Disputes**

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

**Step 1**

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

**Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 2 of Article 29.03.

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

**29.08 General Application Dispute**

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and Step 2 of Article 29.03 shall apply.

**29.09 Deviation from Grievance Procedure**

- A) The Employer agrees that, after a grievance has been discussed at Step 1 of the grievance procedure the Employer or his/her representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.
- B) No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in this Collective Agreement.

**ARTICLE 30 - ARBITRATION**

**30.01 Authority of the Arbitration Board**

- A) Either party may refer any grievance, dispute of difference unresolved through the procedures in Article 29 (Grievance Procedure) to a Board of Arbitration which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.

**30.02 Notification**

- A) The party requesting arbitration shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board.

The recipient of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board.

- B) The two appointees shall, within a further ten (10) calendar days, select a third person to act as Chair. If the appointees fail to agree upon a Chair within this ten (10) calendar day period either party may request the Minister of Labour of British Columbia to make the appointment.

### **30.03 Expenses of the Board**

Each party shall be responsible for the expenses of its appointee and the expenses of the Chair shall be shared equally by the parties.

### **30.04 Single Arbitrator**

By mutual agreement between the Union and the Employer, a single arbitrator may be substituted for the Arbitration Board established in this Article.

### **30.05 Waiver of Time Limits**

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

### **30.06 Expedited Arbitration**

- A) In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates and those grievances outstanding to determine if they are suitable for expedited arbitration.
- B) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- C) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- D) As the process is intended to be informal, lawyers will not be used to represent either party.
- E) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.
- F) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code*.
- G) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- H) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- I) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

- J) Any settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- K) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- L) The expedited arbitrators, who shall act as sole arbitrators, shall be Joan Gordon, Daniel Johnston, Emily Burke, Brian Foley or a substitute agreed to by the parties.
- M) The Expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 30.
- N) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

**30.07 Joint Consultation**

Without prejudice to the position, the Employer or the Union may wish to take in future about the desirability of having the subjects dealt with by the provisions of Collective Agreements, the following subjects as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Union during the term of this Agreement.

- A) pay administration;
- B) relocation directive;
- C) insurance for long-term disability
- D) training;
- E) cafeterias, mobile canteens, washrooms, rest rooms, showers, locker facilities and recreational facilities;
- F) parking privileges;
- G) provision of uniforms and protective clothing.

**30.08**

With respect to the subjects listed in Article 30.07, the Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Employer in such a way as to affect employees covered by this Agreement until such time as the Union has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

**30.09**

Wherever possible, the Employer shall consult with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**30.10**

Notwithstanding Article 30.07 above career development, and, quality of nursing care, shall be regarded as appropriate subjects of joint consultation. Consultation on these particular subjects may be at the local, regional or national level as determined by the parties.

# **PART D**

## **OTHER TERMS AND CONDITIONS**

## **ARTICLE 31 - DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

### **31.01**

For the purpose of this Article, "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer.

Employees, at the commencement of their employment and on change of status, will be advised in writing into which of the following categories they are assigned.

### **31.02 Regular Full-Time Employees**

Regular full-time employees are those who are scheduled to work the hours of work and shift patterns as provided in Articles 6 (Hours of Work) and 7 (Overtime) of the Agreement.

### **31.03 Benefit Entitlement**

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

### **31.04 Regular Part-Time Employees**

Regular part-time employees are those who are regularly scheduled to work less than full-time hours.

### **31.05 Benefit Entitlement**

Regular part-time employees accumulate seniority and are entitled to salary and benefits of this Agreement on a proportionate basis of the hours they work to the hours of a full-time employee, with the exception of medical, extended health, dental plan coverage, long term disability, and group life insurance premiums, which will be paid on the same basis as for regular full-time employees.

### **31.06 Casual Employees**

A) Casual employees are those hired on an as-and-when needed basis.

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

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion.

#### **C) Letter of Appointment**

- i) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's availability for work of a casual nature and notation of any specialist qualifications held by the employee.
- ii) **Short Term Availability**  
Casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available.
- iii) **New Qualifications**  
Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained; such information shall be noted on the employee's personnel file.

iv) **Orientation**

The Employer will provide casual employees with orientation to the facility.

D) **Procedure for Casual Call-In**

The manner in which casual employees shall be called to work shall be as follows:

- i) The Employer shall offer casual work to casual employees in a fair and equitable manner to all casual employees affected.

E) **Employment Security Considerations**

The parties agree that work of a casual nature will be first offered to regular employees who have been laid off. This preference continues until such employees are severed pursuant to Articles 16 (Severance Pay) and 19 – Technological Change, Automation and Other Changes. During their period of layoff they will be deemed to be regular employees but subject to call in provisions of Article 31 of this Collective Agreement.

F) **Wage Entitlement**

- i) Casual employees shall be paid in accordance with the wage schedule.
- ii) Casual employees shall move to the next increment step upon completion of 1820 hours worked with the Employer.
- iii)
- (1) a casual employee hired having less than one (1) year's experience shall be placed at the first step of the increment scale.
- (2) a new casual employee hired and not eligible to retain the increment step shall receive credit for previous hours of experience provided not more than two (2) years have elapsed since such experience was obtained.
- iv) A regular employee who terminates employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- v) When a casual employee applies for and receives a regular position in the same facility in which the employee has been employed, the employee shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes previous experience in accordance with the provisions of Article 43 (Increment Pay Administration), whichever is higher, and shall advance to the next increment step pursuant to Article 31.06(F).

G) **Benefit Entitlement**

Casual employees shall be paid any earned shift premium, weekend premium, special allowance, overtime, travel allowance pay, and premium pay for work on a paid holiday.

H) **Vacation Pay and Statutory Holidays**

Casual employees shall receive twelve point seven percent (12.7%) of their straight-time pay, excluding all premiums, on each pay cheque in lieu of vacations and statutory holidays.

- I) A casual employee shall be entitled to overtime pay in accordance with Article 7 (Overtime) in the following circumstances:



The hours of work in one day exceed seven (7) hours.

**31.07**

Casual employees will be entitled to accumulate seniority in accordance with Article 32 - Seniority.

Before any new casual employee is hired, present casual employees shall be consulted and offered the option of being more available for any existing work.

**31.08**

Casual employees have access to the grievance and arbitration procedures.

**31.09 Health and Welfare Coverage**

**Benefit Entitlement**

All casual employees will receive fifty-three cents (\$0.53) per hour worked in lieu of health and welfare coverage.

**ARTICLE 32 - SENIORITY**

**32.01 Definition**

**A) Regular Employee**

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

**B) Casual Employee**

Seniority for a casual employee is defined as the total number of hours worked by the employee in the institution. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

**32.02 Seniority - Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) absence due to an occupational illness or accident recognized as such by the Workers' Compensation Board and as provided for in this Agreement;
- B) absence due to maternity/parental leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to layoffs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days.
- G) Long Term Disability

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

### **32.03 Employment in Excluded Positions and Within Other Bargaining Units**

- A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days. If during this ninety (90) day period, the position is found not to be a suitable fit by either party, the employee shall be returned to her previous BCNU position without detriments to the applicable wage rate, benefits, seniority, etc.
- B) An employee temporarily substituting in an excluded position or within another bargaining unit shall continue to accumulate her seniority. The substitution shall not exceed one year without agreement between Employer and Union.

### **32.04 Seniority Lists**

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

The seniority list shall contain the following information:

- i) name;
  - ii) status (regular full-time, regular part-time, casual);
  - iii) wage schedule classification;
  - iv) start date;
  - v) total hours for casuals;
  - vi) job titles;
  - vii) worksite;
  - viii) Social Insurance Number (subject to (B) below).
- B) In order to comply with the *Income Tax Act*, before the Employer releases the Social Insurance Number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

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

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

## **ARTICLE 33 - PROMOTION, TRANSFER AND DEMOTION**

### **33.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created within the BCNU bargaining unit, the Employer shall give employees in the bargaining unit within the facility, provided there are no employees currently on layoff, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the BCNU bargaining unit is not appointed to fill the vacancy or new position, the employee shall be given an explanation within fourteen (14) calendar

days of the appointment of the successful candidate as to why the employee's application was not accepted.

### **33.02 Filling Vacancies**

- A) In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.
  
- B) If the employee applying for a vacancy has filled the position with this Employer, and has successfully passed her probationary or qualifying period , whichever is relevant, that employee shall be deemed qualified.

### **33.03 Qualifying Period**

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

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

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

### **33.04 Probationary Period**

All employees will be probationary during their first three (3) months of employment or (172.8) hours of employment, whichever is greater. Upon completion of their probationary period, the employee will be credited with seniority dating from the first day of employment. Probationary employees may be dismissed if they are found to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance. Employees shall serve only one probationary period, either as a casual or regular employee. All probationary hours already completed while working as a casual employee shall be counted towards meeting the probationary hours requirement of a regular employee; and vice versa.

The Employer may, upon approval of the Union, extend the probationary period.

## **ARTICLE 34 - JOB POSTINGS AND APPLICATIONS**

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

### **34.01**

If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work including start and stop times and days off, the work area, (headquarters), and the commencement date shall, before being filled, be posted for a minimum of fourteen (14) calendar days.

### **34.02**

In the posting of a vacancy or new job, the hours of work including days off and work area may be subject to change consistent with operational requirements and the provisions of the Collective Agreement, provided that:

- i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory, or in bad faith.

If a vacancy or new job has a duration of less than one (1) calendar month, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 33 - Promotion, Transfer and Demotion. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 7 (Overtime), the proposed move shall not be made.

**34.03**

The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

**34.04**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (A) above.

**34.05**

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

**34.06**

The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

**34.07**

Two (2) copies of all postings shall be sent to the Union within the aforementioned seven (7) calendar days.

**34.08**

The Employer shall not change the community worked in, unless agreed to by the Employee. If the Employer identifies a need to provide coverage at a site other than that which the employee regularly works, an employee shall be required to provide that coverage on a shift by shift basis.

**34.09**

The employer may create temporary project positions (i.e. grant funded, capital projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project. These positions will be filled in accordance with the collective agreement. For the term of the position the employee shall become a regular employee accruing all the benefits of such an employee. The employee shall, at the end of the term shall revert to her former status. If the employee was a new hire from the outside that employee shall convert to casual status at her choice. The employee who converts to casual status shall have her sick bank frozen and have the choice to be paid out vacation pay or have that vacation time held in a bank for her use if she becomes a regular employee. If the casual employee does not become a regular employee by the end of the fiscal year, the vacation bank will be paid out.

## **ARTICLE 35 - EMPLOYEE EVALUATION**

### **35.01 Evaluations**

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

### **35.02 Employee Rights**

- A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same. Also see Article 23.07 – Personnel File.
- C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personal record with such amendments or deletions that may be requisite.

### **35.03 Records Removed**

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension, upon which time it shall be removed from the employee's file.

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

All documents removed from an employee's file will be sealed and only produced if required by a court order or subpoena. The Employer further agrees that any documents removed from an employee's file will not be used for disciplinary purposes pursuant to the collective agreement.

## **ARTICLE 36 - EMPLOYMENT REFERENCES**

On application by an employee, the Employer shall provide references to the prospective Employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties, as reflected in performance appraisals.

## **ARTICLE 37 - HARASSMENT**

### **37.01 No discrimination**

- A) The Employer and the Union subscribe to the principles set out in the *Human Rights Act* of Canada, and the Province of B.C.

- B) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual and personal harassment, and the employer shall take such actions as are necessary with respect to any person employed by the employer engaging in harassment.
- C) The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of political affiliation or activity, sexual orientation, sex or marital status, physical or mental handicap or membership or activity in the Union or the Gitxsan Health Society.

**37.02 Complaints Investigation**

An employee who complains of harassment under the provisions of the Article 37.01 may refer the complaint to either one or the other of the following processes:

- A) Where the complaint pertains to the conduct of an employee within the BCNU bargaining unit.  
  
or
- B) Where the complaint pertains to a person outside of the BCNU bargaining unit, the Union and Employer will appoint a mutually agreed third party Compliant Investigator.

When a complaint is received under (A) or (B) above the Complaint Investigator shall,

- i) investigate the complaint
- ii) determine the nature of the complaint
- iii) make written recommendations to resolve the complaint

**ARTICLE 38 - CONFIDENTIALITY**

The Employer shall keep confidential all oral and written communications between the Employer and the employee regarding (but not limited to) the following:

- personal issues
- health
- discipline
- performance
- promotion/demotion
- resignation/termination

Such a breach will be referred to a third party for determination of a monetary penalty which may include a determination of the monetary penalty at a Gitxsan feast.

**ARTICLE 39 - PAY**

**39.01**

Except as provided in Articles 39.01 to 39.08 inclusive, and the notes to Article 43 (Increment Pay Administration) of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

### **39.02**

An employee is entitled to be paid for services rendered at:

- A) the pay specified in Article 47 (Wage Schedule) for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his/her certificate of appointment, or
- B) the pay specified in Article 47 (Wage Schedule) for the classification prescribed in his/her certificate of appointment, if that classification and the classification of the position to which he is appointed do not coincide.

### **39.03**

The rates of pay set forth in Article 47 (Wage Schedule) shall become effective on the date specified therein.

### **39.04**

Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

### **39.05 Pay Administration**

When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- a) he shall receive his/her pay increment;
- b) his/her rate of pay shall be revised;
- c) his/her rate of pay on appointment shall be established in accordance with this Agreement;

#### **d) Wage Statements**

- in the case of an hourly paid employee, the hours worked by her;
- the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;
- the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- the amount being received by the employee;
- any accumulation in banks, i.e. vacation;
- vacation hours taken within the pay period.

On the pay period immediately following the 1st of the month, the employer shall provide an additional statement which itemizes bank accruals and bank usages.

### **39.06 Rates of Pay**

- A) “Retroactive period” for the purpose of clauses (B) to (E) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Collective Agreement is signed or when an arbitral award is rendered therefore.
- B) A retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- C) Rates of pay shall be paid in an amount equal to what would have been paid had the Collective Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- D) In order for former employees, or in the case of death for the former employees’ representatives, to receive payment in accordance with clause (C), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer, to provide payment ceases;
- E) No payment nor notification shall be made pursuant to Article 39.06 for one dollar (\$1.00) or less.

### **39.07 Acting Pay**

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the required number of consecutive working days, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

### **39.08 In Charge Pay**

A nurse designated in charge of a centre shall be paid an allowance of one dollar and fifty cents (\$1.50) per hour, for each hour of in charge duty.

## **ARTICLE 40 - AGREEMENT RE-OPENER**

This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

## **ARTICLE 41 - DURATION**

### **41.01 Amendments**

If either the Union or the Employer wishes to propose amendments to this Agreement, the party proposing such amendments shall notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

### **41.02 Effective and Terminating Dates**

- A) This Agreement shall be effective from January 1, 2021 and shall remain in force and be binding upon the parties until December 31, 2023 and thereafter until a new Agreement has been consummated.



- B) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.
- C) All changes to this Agreement are effective from the date of the signing of the Agreement unless otherwise specified.

# **PAY, AND BENEFITS PAY NOTES**

## **PAY NOTES**

**ARTICLE 42 - ALLOWANCES**

**42.01**

For all purposes of pay, the annual rates of pay for the Nursing Levels stipulated in Appendix A (Long-Term Disability Insurance Plan) shall be altered by the addition of the amounts specified hereunder in Column II in the circumstances specified in Column I.

**42.02 Education Allowance**

<b>Column I</b> Where the following post-graduate nursing training or nursing education is utilized in the performance of the duties of the position:	<b>Column II</b> (Annually)
A) Recognized specialty training course 3-6 months	\$400
B) Recognized specialty training course 7-12 months	\$600
C) One year university diploma or Certificate in Administration, Public Health, Teaching and Supervision, or Psychiatry	\$1,000
D) Bachelor’s degree in nursing	\$1,200
E) Master’s degree in nursing	\$1,500
F) Master’s degree in Education, Psychology, Social Work and Health Sciences	\$1,300
One (1) allowance only will be paid for the highest relevant qualification above.	

Payment for the above allowances will be paid out twice (2x) per year on the pay period after June 30 and December 31. An employee must have worked the six (6) month period prior to the allowance being paid to be entitled. If an employee has worked only part of the six (6) month period that employees payment will be prorated to the amount worked.

**ARTICLE 43 - INCREMENT PAY ADMINISTRATION**

**43.01 Pay Increment Period**

**A) Regular Employees**

- a) The pay increment period for employees is twelve (12) months.
- b) A pay increment shall be to the next higher rate in the scale of rates.
- c) Graduate Nurse shall start at the 1<sup>st</sup> year increment on the wage schedule.

**B) Anniversary date and Increments Definition**

Increment Step means the annual graduation of wages within a classification as set out in the wage schedule.

Anniversary date means a regular employee's initial date of current employment with the Employer named in the certification as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date.

**ARTICLE 44 - PREVIOUS EXPERIENCE**

**44.01 Regular Employees**

Where a new employee who does not qualify for credits of service under Article 5 (Continuous Employment) is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year's experience.

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

**ARTICLE 45 - CLIENT TRANSFER**

Based on the fact that both parties share the desire of quality health care for the client group, when a nurse accompanies a client for emergency services away from the centre, the decision of the nurse, in her best judgment will be supported by the Employer.

The Employer and Union will develop a policy regarding the situations in which the Employer will support the nurse's judgment.

**ARTICLE 46 - ISOLATION PAY**

The Employer agrees to pay to each nurse the isolation pay negotiated between the Employer and Medical Services Branch (MSB.)

**ARTICLE 47 - WAGE SCHEDULE**

**GENERAL DUTY NURSE**

	<b>1<sup>ST</sup> YEAR</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Current</b>	\$35.93	\$39.99	\$43.12
<b>0.75% January 1, 2021</b>	\$36.20	\$40.29	\$43.44
<b>1.75% January 1, 2022</b>	\$36.83	\$40.99	\$44.20
<b>1.5% January 1, 2023</b>	\$37.39	\$41.61	\$44.87

**CHARGE NURSE**

	<b>1<sup>ST</sup> YEAR</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Current</b>	\$37.31	\$41.17	\$46.00
<b>0.75% January 1, 2021</b>	\$37.59	\$41.48	\$46.35
<b>1.75% January 1, 2022</b>	\$38.25	\$42.20	\$47.16
<b>1.5% January 1, 2023</b>	\$38.82	\$42.84	\$47.86

A retroactive payment shall be provided to all eligible employees at the end of the first full (2 week) pay period following ratification.

## **ARTICLE 48 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE**

### **48.01 Medical Coverage**

- A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- D) Coverage for regular employees under these plans will commence on the first day of the month following thirty (30) days from the date of hire with the exception of the medical plan which becomes effective on the first day of the calendar month following date of hire.

Coverage will apply to regular full-time and regular part-time employees who are scheduled to work a minimum of fifteen (15) hours per week.

### **48.02 Extended Health Care Coverage**

- A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under a Plan or any other plan mutually acceptable to the Union and the Employer. The plan benefits shall be expanded to include:
  - i) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of five hundred dollars (\$500) per person in each five (5) year period, and
  - ii) vision care coverage providing five hundred (\$500) every twenty-four (24) months for each child and each adult.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- D) Coverage for regular employees under these plans will commence on the first day of the month following thirty (30) days from the date of hire with the exception of the medical plan which becomes effective on the first day of the calendar month following date of hire.

Coverage will apply to regular full-time and regular part-time employees who are scheduled to work a minimum of fifteen (15) hours per week.

### **48.03 Dental Coverage**

A)

- i) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan “A” and eighty percent (80%) of the cost of the extended plan “B” and sixty percent (60%) of the cost of the extended plan “C” (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under a plan or any other plan mutually acceptable to the Union and the Employer.
- ii) A regular employee is eligible for orthodontic services under Plan “C” after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand, seven hundred and fifty dollars (\$2,750) per patient with no run-offs for claims after termination of employment.

B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by, another dental coverage plan.

D) Coverage for regular employees under these plans will commence on the first day of the month following thirty (30) days from the date of hire with the exception of the medical plan which becomes effective on the first day of the calendar month following date of hire.

Coverage will apply to regular full-time and regular part-time employees who are scheduled to work a minimum of fifteen (15) hours per week.

### **48.04 Dependents**

An eligible dependent for the purposes of Articles 48.01, 48.02 and 48.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

### **48.05 Long-Term Disability Insurance Plan**

The Employer shall provide a mutually acceptable long-term disability insurance plan, a copy of which shall appear in Appendix A - Long-Term Disability Insurance Plan.

The plan shall provide post-probationary regular employees with sixty-six and two-thirds percent (66 2/3%) of monthly earnings, continuing until age sixty-five (65) in the event of a disability.

The cost of the plan shall be borne by the Employer.

Coverage will apply to regular full-time and regular part-time employees who are scheduled to work a minimum of fifteen (15) hours per week.

### **48.06 Group Life Insurance Plan**

A) **Eligibility**

Regular full-time and regular part-time employees shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

**B) Benefits**

The plan shall provide basic life insurance in the amount of two hundred percent (200%) of annual earnings, to a maximum of two hundred and fifty dollars (\$250,000), and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment, coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance subject to available option offered by the Group Insurance Carrier.

**C) Premiums**

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.

**48.07 Employee and Family Assistance Plan**

The Employer shall implement an Employee and Family Assistance Plan which is agreeable to the parties and the same as for the HEU employees.

**48.08 Eligibility**

Coverage for regular employees under these plans will commence on the first day of the month following thirty (30) days from the date of hire with the exception of the medical plan which becomes effective on the first day of the calendar month following date of hire.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work fifteen (15) regular hours or more per week for the purpose of being entitled to STIIP and LTD coverage and fifteen (15) hours per week for the purposes of all other health and welfare plans.

**ARTICLE 49 - PENSION PLAN**

**49.01**

A regular employee shall be covered by the provisions of the Group Pension Policy #125594 Division 2.

**49.02**

At the request of the employee, the Employer shall provide the employee with pertinent pension plan information.

**49.03 Pension Plan Retirees - Group Health and Welfare Plan(s)**

Subject to the approval of the Health and Welfare "Plan Carrier" the Employer agrees to allow a retiring employee to remain on the Employer's group Health and Welfare Plan(s).

The ability to access this benefit is subject to the following;

- The employee must be at least sixty (60) years of age, and have completed twelve (12) years of continuous service with the Employer at the time of retirement.
- The employee must elect which of the Health and Welfare plans he/she wishes to remain enrolled in a minimum of five (5) months prior to retiring from active duty with the Employer,
- Once an individual has elected which plan(s) to participate in, the employee will be required to pay in advance the monthly premiums to the Employer, consistent with the Employer's policy,



- Failure to pay the premiums, in advance, will result in the termination of these benefits,
- An employee who elects not to access these benefits, or elects to cancel these benefits, or fails to maintain payment for these benefits, will not be permitted to access these benefits in the future through the Employer,
- All decisions regarding claims, rates and insurability will be made by the plan carrier and/or benefit provider,
- The Employer will not be subject to any claim(s), grievance(s) or legal action as a result of any decision made by the “carrier” or “benefit provider”,
- Nothing in this memorandum commits the Employer to maintaining the same “carrier” or “benefit provider” or maintaining the same benefit(s) in the future.

There will be no cost to the Employer to provide this benefit.

Health and Welfare benefits contemplated by this memorandum are limited to:

- Extended Health
- Dental
- Life Insurance
- Medical Services Plan (MSP)

#### **ARTICLE 50 - EXEMPT & SAVE HARMLESS**

The Employer shall insure to:

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

#### **ARTICLE 51 - SPECIAL LEAVE**

Regular post probationary employees will earn and be entitled to six (6) days of special leave per calendar year. These days are non-accumulative from year to year and shall be earned at the rate of 0.5 (half) day per month.

For the purpose of administering this provision, the employee will be entitled to access special leave prior to earning the entitlement, however, if any employee is granted paid special leave and fails to earn sufficient special leave by the end of the calendar year, the days granted with pay will be deemed to be a pay advance and the Employer will be entitled to recapture any monies owing at the end of the year or upon the employee leaving the employ of the agency. For the purposes of this Article, family is defined as spouse (or common-law spouse), dependent children, including children of legal (or common-law spouse), parents (including step-parents or foster parents), siblings or any relative permanently residing in the employee’s household or with whom the employee permanently resides.

As special leave credits are used, they shall continue to be earned up to the maximum.

Upon application to the Executive Director or designate, special leave credits may be used for the following purposes only:

- (1) Employee Marriage – up to five (5) days;

- (2) Marriage of employee's child – one (1) day;
- (3) Paternity – five (5) days;
- (4) Placement of a Foster Child in the employee's household – up to two (2) days;
- (5) Mental Health Day – two (2) days not to exceed one (1) day in any six (6) month period;
- (6) Serious household or domestic emergency including illness in the immediate family of an employee and fire or flood in the employee's household;
- (7) To attend medical or dental appointments that cannot be scheduled on days off;
- (8) Graduation of self, spouse or dependent – one (1) day;
- (9) Cultural responsibility leave – five (5) days.
- (10) Adoptive leave – five (5) days;
- (11) To assist a family member who has a serious or potentially life threatening illness with obtaining health education related to the serious or potentially life threatening illness up to one (1) working day per calendar year.

Special leave can only be utilized for the days an employee is regularly scheduled to work. An employee is not entitled to special leave for any event that occurs during an employee's vacation, scheduled day (s) off, while on suspension (either paid or unpaid), or any other paid or unpaid leave.

Special leave will commence the day that the event occurs that would entitle an employee to special leave.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, such employee may request a leave of absence without pay.

## **APPENDIX A**

### **LONG-TERM DISABILITY INSURANCE PLAN**

The Union and the Employer agree that the Long-Term Disability Insurance Plan shall be governed by the terms and conditions set forth below.

#### **LONG-TERM DISABILITY PLAN**

##### **Section 1 – Eligibility**

- A) Regular full-time and regular part-time employees shall, upon completion of the three (3) month probationary period become members of the Long-Term Disability Plan as a condition of employment.
- B) Seniority and Benefits – Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions (reference Article 32.02(G) – Seniority – Maintained and Accumulated):
- i) Any employee granted unpaid leave of absence totaling up to twenty (20) work days in any year (see Article 32.02(F) – Seniority – Maintained and Accumulated) shall continue to accumulate seniority and all benefits.
  - ii) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in any year, the employee shall not accumulate benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.
  - iii) Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall return to her former job and increment step; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 33 (Promotion, Transfer and Demotion), and Article 19.12 – Layoff.
  - iv) Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.
  - v) Pension – Employees on long-term disability shall be considered employees for the purposes of pension in accordance with the Group Pension Policy.
  - vi) Group Life Insurance – Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

## **Section 2 – Waiting Period and Benefits**

- A) In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for one hundred and nineteen (119) calendar days, the employee shall receive a benefit equal to sixty-six and two-thirds (66 2/3) of monthly earnings.

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

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first.

- B) Employees who still have unused sick leave credits after the one hundred and nineteen (119) calendar days' waiting period when the long-term disability benefit becomes payable shall have the option of:
- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
  - (2) using sick leave credits to top off the long-term disability benefit; or
  - (3) banking the unused sick leave credits for future use.
- C) Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.
- D) Employees are not to be terminated for non-culpable absenteeism while waiting for, or in receipt of, long-term disability benefits.

## **Section 3 – Total Disability Defined**

- A) Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds eighty-five percent (85%) of the rate of pay of her regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to 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 twenty-four (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.
- C) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

**D) Rehabilitation**

If any employee becomes totally disabled and, during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this Plan shall be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan should exceed eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

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

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eight-five percent (85%) of the employee's earnings at the date of disability.

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 as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

**Section 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;
- B) Voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of her regular occupation;
- C) Intentionally self-inflicted injuries or illness;

**Section 5 – 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 her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income.

If other disability income is available to the employee, they must apply for this income prior to receiving LTD.

Other disability income shall include but is not limited to:

- A) Any amount payable under any *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 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 she would be entitled had they applied for such a benefit; and

- E) Any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Further increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan.

#### **Section 6 – Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by the 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 after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability 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 without the necessity of completing another waiting period.

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 no longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

#### **Section 7 – Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

#### **Section 8 – Benefits Upon Plan Termination**

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

**Section 9 – Premiums**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or six (6) months prior to an employee’s sixty-fifth (65<sup>th</sup>) birthday, whichever occurs first.

**Section 10 – Waiver of Premiums**

The premiums for 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.

**Section 11 – Claims**

Long-term disability claims shall be adjudicated and paid by an insurance carrier. In the event a covered employee disputes the decision of the insurance carrier regarding a claim for benefits under this Plan, the employee may request that the claim be re-examined by the insurance carrier. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three (3) independent and qualified medical doctors (reference Memorandum of Agreement #2 – Long-Term Disability Claims Review Process).

Written notice of a claim under this Plan shall be sent to the claims-paying agent no later than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

**Section 12 – Administration**

The Union shall have access to any reports provided by the insurance carrier regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in this Agreement.

**Section 13 – Master Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the Collective Agreement.

**MEMORANDUM OF AGREEMENT #1  
BC NURSES' UNION AND GITXSAN HEALTH SOCIETY**

**Re: Long-Term Disability Claims Review Process**

The insurance carrier will adjudicate, and as appropriate, pay claims. If a claim is denied, the employee may appeal the denial with or without the assistance of her Union.

If the insurance carrier continues to deny the claim the employee may request the Claims Review Committee (CRC) to review the medical and make a determination.

The appeal will be considered by a panel of three (3) physicians (the CRC). One physician will be chosen by the Employee/Union and the second by the Employer. The third physician will be selected by the first two (2) physicians.

The three (3) physicians will review the medical information that had been submitted on behalf of the employee, and the carrier's reason for denying the claim. The results of the review will be submitted to the carrier, the Employer and the Union.

To avoid the appearance of bias and ensure neutrality, the following physicians cannot be a member of the CRC:

- i) any physician who has treated or assessed the employee in the past;
- ii) any physician who has contracted with the Employer or carrier.

**Procedure:**

- A) The CRC will be established and issue its findings as quickly as possible.
- B) Each member of the CRC will receive the same medical and claims documentation.
- C) The members of the CRC, if necessary, will jointly establish the medical procedure and any tests required in order to come to a conclusion.
- D) The CRC will determine whether or not the employee was disabled in accordance with the definition of disability contained in Appendix A – Long-Term Disability Insurance Plan, Section 3 – Total Disability Defined.
- E) Findings will be based on a majority decision of the panel and will be in writing. The report should provide sufficient detail to disclose the factual basis for the panel's findings and should clearly state the findings and disabling conditions.
- F) Each party will pay the fees of their appointee to the panel. The fees of the third physician and any expenses occurred for medical procedures will be shared equally between the Employer and Union.
- G) Any disputes unresolved between the parties, such as the appropriateness of the physicians selected, documentation to be shared, or the process to be followed, will be referred to an Arbitrator for determination on an expedited basis (reference Article 30 – Arbitration).



## **MEMORANDUM OF AGREEMENT #2**

### **Re: Wage Reopener for Registered Nurses (RNs)**

The Union and the Employer agree that, should the Employer receive additional funding from its funding sources, the Parties shall meet to discuss how wages of registered nurses may be improved. The Parties shall connect in July 2022, for an update to determine how to move forward.

**SIGNATURE PAGE:**

<b>GITXSAN HEALTH SOCIETY</b>	<b>BRITISH COLUMBIA NURSES' UNION</b>
Robert Sampson, Board Representative, Gitxsan Health Society, Sikd-e-dah	William Hwang, Negotiator/LRO, BC Nurses' Union
Jennifer Sampare, Interim Executive Health Director, Gitxsan Health Society	
May 26, 2022 Date	May 3, 2022 Date

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