

**GUILDFORD  
SENIORS  
VILLAGE**

**2019 -  
2023**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**GUILDFORD SENIORS VILLAGE  
(WELL-BEING SENIORS SERVICES)**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**August 5, 2019 – August 4, 2023**



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## **ARTICLE 1 — PREAMBLE AND DEFINITIONS**

### **1.01 Preamble**

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
  
- B) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.

### **1.02 Definitions**

**ANNIVERSARY DATE** means a regular employee's initial date of current employment with the Employer as a regular employee (for the purpose of determining benefits and for the purpose of determining increment anniversary date - reference Article 13 - Anniversary Date and Increments).

**CERTIFICATION** means the certification awarded by the Labour Relations Board of British Columbia to the Union.

**COMMON-LAW SPOUSE** means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

**DEMOTION** means a change from an employee's position to one with a lower maximum salary level.

**EMPLOYEE** means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

**EMPLOYER** means the corporation, society, person(s), organization, facility, agency, or centre as listed in the certification issued by the Labour Relations Board of British Columbia.

**HIRE DATE** means the first day an employee (regular or casual) reports for work, including any orientation days.

**PROBATIONARY PERIOD (REGULAR EMPLOYEES)** means the first three (3) months of employment (reference Article 15 - Probationary Period).

**PROBATIONARY PERIOD (CASUAL EMPLOYEES)** means the first three (3) months of employment or four hundred and sixty-eight (468) hours, whichever is greater.

**PROMOTION** means a change from an employee's position to one with a higher maximum salary level.

**SCHEDULED DAY OFF** for a regular full-time employee means any day the employee is not scheduled to work, other than a paid holiday.

**START DATE** means an employee's initial date of current regular employment.

**SHIFT** means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, in which the major portion occurs between

the following times, namely: day (0700 to 1500 hours), evening (1500 to 2300 hours) and night shift (2300 to 0700 hours).

**STEWARD** means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

**TRANSFER** means the movement of an employee from one position to another which does not constitute a promotion or demotion.

**UNION REPRESENTATIVE** means a member of the staff of the Union or designated substitute.

## **ARTICLE 2 — PURPOSE OF AGREEMENT**

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

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

## **ARTICLE 3 — MANAGEMENT RIGHTS**

### **3.01 General Rights**

The Employer has exclusive rights to hire, fire, promote, demote, and transfer employees, manage the operation, and provide leadership and direction to the workforce. In addition, the Employer has the right to maintain and improve the effectiveness and efficiency of the operations by developing and implementing appropriate staffing levels, job routines, and workplace policies and procedures. The above rights apply except as may be otherwise specifically provided in this agreement.

### **3.02 Employer Policies**

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

## **ARTICLE 4 — UNION RECOGNITION**

### **4.01 Union Recognition**

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

### **4.02 Scope of Agreement**

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

## **ARTICLE 5 — UNION SECURITY**

### **5.01 Security**

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

### **5.02 Union Deductions**

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

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

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

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

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

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

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

## **ARTICLE 6 — UNION RIGHTS AND ACTIVITIES**

### **6.01 Individual Agreement**

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

### **6.02 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.

### 6.03 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:

- i) investigating complaints of an urgent matter, and
- ii) investigating grievances, and
- iii) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- iv) supervising ballot boxes and other related functions during ratification votes, and
- v) attending meetings called by management, and
- vi) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- vii) meeting with new employees as a group during the orientation program, and
- viii) acting as appointees to the Union/Management Committee and/or the Professional Responsibility Committee, and
- ix) the review of an employee's personnel file subject to Article 17.02.

#### D) Conditions Governing Stewards

##### i) During Work Hours

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 area 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 area.

Stewards shall not interrupt the normal operations of the worksite.

##### ii) Outside of Work Hours

Stewards who attend to the duties outlined in Article 6.03(C) outside of scheduled work hours shall be paid at straight time rates or in compensatory time off as mutually agreed between the Employer and the Steward, subject to Union approval.

The performance of these duties outside of scheduled work hours is voluntary on the part of the Steward and subject to the approval of the Employer if compensation is requested.

#### **6.04 Union Representative Visits**

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

#### **6.05 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.

#### **6.06 Copies of the Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the 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 color of the Agreement and all other particulars prior to it being printed.

Printing shall be completed as soon as possible after the signing of the Collective Agreement.

#### **6.07 New Employees**

At the time of hire, the Employer agrees to acquaint new employees with the fact that a 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 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. Time spent by the steward with the new employee shall be with pay and not exceed fifteen minutes. Stewards will be advised of the names of the new employees hired.

#### **6.08 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.

#### **6.09 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 7 — STRIKES OR LOCK-OUTS**

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

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

## **ARTICLE 8 — UNION/MANAGEMENT COMMITTEE**

### **8.01 Purpose of the Committee**

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

### **8.02 Scope of the Committee**

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

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

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

### **8.03 Composition of Committee**

A Union/Management Committee shall be established and comprised of two (2) representatives for each the Union and the Employer. The Chair of the Union/Management Committee shall alternate between the Employer and the Union.

### **8.04 Meetings**

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

## **ARTICLE 9 — GRIEVANCES**

### **9.01 Discussion of Differences**

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

### **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees:

### **Step 1**

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. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

### **Step 2**

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

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 2, then the steward shall notify the Union within seven (7) 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 3**

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit). Within a further seven (7) calendar days of the Step 3 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 within ninety (90) calendar days from the date of written response to the Union.

### **9.03 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, Joan Gordon, David McPhillips, Judy Korbin 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.

#### **9.04 Amending Time Limits**

If the time limits in the three stages of Article 9.02 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

#### **9.05 Employee Dismissal or Suspension Disputes**

The Employer must not dismiss or discipline an employee bound by this agreement except for just and reasonable cause.

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

##### **Step 1**

Within seven (7) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such dismissal or suspension.

##### **Step 2**

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

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

#### **9.06 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, 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 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

#### **9.07 Deviation from Grievance Procedure**

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

### **ARTICLE 10 — ARBITRATION**

#### **10.01 Authority of the Arbitrator**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single Arbitrator who shall have the power to determine whether the matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
  
- B) The Arbitrator shall issue a decision which shall be final and binding upon the parties.

#### **10.02 Notification**

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

- B) If the parties fail to mutually agree upon an Arbitrator within twenty-one (21) days of the notification referred to in (A), either party may request the Minister of Labour of British Columbia to make the appointment.

#### **10.03 Expenses of the Board**

The parties agree to share equally the fees and expenses of the Arbitrator.

#### **10.04 Waiver of Time Limits**

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

#### **10.05 Expedited Arbitration**

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- A) Expedited arbitration dates shall be as mutually agreed to by the parties.
- B) 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.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.
- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.

- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Judy Korbin, Joan Gordon and Elaine Doyle or as mutually agreed to by the parties.
- L) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 10.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

**ARTICLE 11 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 23.02 - Posting of Work Schedules). Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 11.01, 11.02, and 11.03.

**11.01 Regular Full-Time Employees**

- A) **Definition**  
Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 24.01 Hours of Work.
- B) **Benefit Entitlement**  
Regular full-time employees are entitled to all benefits of this Agreement.
- C) **Seniority**  
Regular full-time employees accumulate seniority in accordance with Article 14.01 (A) Seniority - Definition.

**11.02 Regular Part-Time Employees**

- A) **Definition**  
Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15) hours or equivalent per week but less than the full hours as provided in Article 24.01 Hours of Work.
- B) **Benefit Entitlement**  
Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees . (Reference Article 13 Anniversary Date and Increments; Reference Article 43 Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)
- C) **Seniority**  
Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority - Definition.

### **11.03 Casual Employees**

#### **A) Definition**

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- i) Sickness relief
- ii) Vacation relief
- iii) Leave of absence relief
- iv) Relief pending a regular employee appointment (Reference Article 18.05 Temporary Appointments.)
- v) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes
- vi) Paid holiday relief
- vii) Overtime owing relief
- viii) Maternity leave relief

#### **B) Benefit Entitlement** - Reference Article 12.05.

#### **C) Seniority**

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

Casual employees shall be entitled to accumulate seniority in accordance with Article 14.01 (B) Seniority - Definition.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

- (1) Determine the number of hours worked in the twelve (12) month period
- (2) Divide by fifty-two point two (52.2) weeks
- (3) Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

## **ARTICLE 12 — CASUAL EMPLOYEES**

### **12.01 Probationary Period**

Newly hired casual employees will be probationary during their first three months of employment or four hundred and sixty-eight (468) hours, whichever is greater.

## **12.02 Casual Call-In**

### **A) Casual Register**

- i) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer in descending order of their seniority and seniority hours.
- ii) Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the facility.

### **B) Call-In Procedure**

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

- i) The Employer shall offer casual work as defined in Article 11.03 (A) to casual employees in order of seniority providing the casual employee has indicated her availability for such work.
- ii) Notwithstanding the above, where the Employer has received twenty-four (24) hours or less notice of a vacancy creating relief work as per Article 11.03 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.

- iii) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- iv) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per Article 12.02 (B) above. A block of work is defined as the shifts between regular days off, or, if mutually agreed between the Employer and the Union, any combination of shifts.

### **C) Telephone Call-In**

- i) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to Article 12.02 (D).
- ii) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall permit the telephone to ring a minimum of eight (8) times.

- iii) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
- iv) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.

**D) 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 available. If the employee does not provide availability he/she will not be called for shifts in that month.

**E) 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.

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

Where a Casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

**F) Insufficient and Non-Availability**

Where the Employer requires a casual employee to work a minimum of two hundred and twenty five (225) hours in a twelve (12) month period, the following shall apply:

- i) If the employee has worked less than one hundred and twelve point five (112.5) hours in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer may issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of two hundred and twenty five (225) hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they may be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
- ii) If the employee has worked less than two hundred and twenty five (225) hours in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer may issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within thirty (30) days of receipt of the letter they may be removed from the casual register and their employment will end. This letter will be sent

to the employee by registered mail at their last known address and will be copied to the Union, and will be deemed to be the notice to the Union described in Article 9.05.

### **12.03 Wage Entitlement**

Casual employees shall be paid in accordance with the wage schedule. Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1957.5 hours) worked with the Employer.

A) A casual employee hired having less than one (1) year experience (1957.5 hours) shall be placed at the first step of the increment scale.

B) A new casual employee hired shall receive credit for previous hours of experience on the wage increment scale as follows:

One (1) increment step for each 1957.5 hours 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.

C) A regular employee who terminates her employment and is re-employed by the 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.

D) When a casual employee applies for and receives a regular position with the Employer, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 48 (Previous Experience) whichever is higher, and shall advance to the next increment on her anniversary date of employment.

### **12.04 Overtime Pay**

A casual employee shall be entitled to overtime pay in accordance with Article 25.05 in the following circumstances:

A) The hours of work in one day exceed the normal daily full shift hours as defined in Article 24.01 Hours of Work.

B) For any shifts worked in excess of six (6) consecutive shifts where the shift length is seven point five (7.5) hours.

### **12.05 Benefit Entitlement**

#### **A) Vacation Pay and Paid Holidays**

Casual employees shall receive twelve point two percent (12.2%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

#### **B) Benefits for Casual Employees in Temporary Appointments**

Where a job posting under Article 18.05(B) is filled by a casual employee and the casual employee occupies the position in excess of four (4) months, she will be entitled to the following benefits:

- i) access to permanent job postings;
- ii) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the eight (8%) vacation benefit is not to be paid out on every payday but accrued instead;
- iii) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 40.01 and be entitled to take such accrued sick leave in accordance with Article 40.02; and
- iv) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 12.05(D)(1) below for the period subsequent to the first thirty-one (31) days of the position. After the casual employee has filled the position for a period of four (4) months, the casual employee shall be enrolled in the benefit plans outlined in Article 12.05(D)(1) below at the sole cost of the Employer.

Access to these benefits shall cease when either:

- i) The regular incumbent returns to the position; or
- ii) The casual employee is no longer working in the posted position

**C) Other Benefits**

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

**D) Health and Welfare Coverage**

**i) Benefit Entitlement**

All casual employees who have completed one hundred and seventy-two point eight (172.8) hours with the Employer may elect to enrol in the following benefit plans - medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

An employee making such an election under this provision must enrol in each and every one of the benefit plans and shall not be entitled to except any of them.

Where a casual employee subsequently elects to withdraw from the benefit plans, she must withdraw from all three plans. Casual employees failing to maintain the required payments, shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll.

**ii) Benefit Premium Refund**

Subject to the following conditions, casuals shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the Employer at the appropriate rate for the coverage obtained. Such payment is a reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

- (1) In order to be eligible, casuals, once enrolled in the plan, must have worked one hundred and eighty (180) hours with the Employer during the yearly period October 1 to September 30.
- (2) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.
- (3) Employees failing to attain nine hundred and seventy-eight (978) hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.
- (4) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

**12.06 General Provisions**

The following provisions apply to casual employees:

|              |   |                               |
|--------------|---|-------------------------------|
| Article 6.05 | - | Superior Benefits             |
| Article 9    | - | Grievance                     |
| Article 10   | - | Arbitration                   |
| Article 49   | - | Payment of Wages              |
| Article 54   | - | Wage Schedule Classifications |
| Article 55   | - | Wage Schedules                |

**ARTICLE 13 — ANNIVERSARY DATE AND INCREMENTS**

**13.01 Definition of Increment Steps**

Increment step means the annual gradation of wages within a classification as set out in Article 54 Wage Schedule Classifications.

**13.02 Anniversary Date**

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

**13.03 Increments**

A regular employee shall be entitled to increments based on a year's length of service subject to Article 35 Leave - General.

**ARTICLE 14 — SENIORITY**

**14.01 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 at the worksite up to a maximum of the annual full-time equivalent of 1957.5 hours per year. A regular employee who terminates her employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

**14.02 Seniority - Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity 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) absence while on a long term disability claim.

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

**14.03 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.
- B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority.

**14.04 Seniority Lists**

- A) On the last day of the pay period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post a list showing the seniority of all employees. The list 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:

- (1) name;
- (2) status (regular full-time, regular part-time, casual);
- (3) wage schedule classification;
- (4) start date for regular employees only;
- (5) total hours for casual employees only

- B) The seniority list provided to the Head Office of the Union shall include the employees' Social Insurance Number. 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 facility.
- 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 15 — PROBATIONARY PERIOD**

- A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.
- B) The term "three (3) months" is defined as the period from any given date in one (1) month to the immediately preceding date three (3) months later.
- C) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- D) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer determines the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

#### **ARTICLE 16 — RESIGNATION/TERMINATION OF EMPLOYMENT**

##### **16.01 Employee Resignation**

- A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of resignation to the Employer designate.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 42.03 (Scheduling of Vacation).
- C) Provided that twenty-eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

##### **16.02 Waiver of Notice**

The Employer may waive the written notice as set forth in Article 16.01.

##### **16.03 Notice - Penalty**

A regular employee who fails to give twenty-eight (28) calendar days' notice of resignation shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to

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

#### **16.04 Employer Terminations**

Termination of employment by the Employer is subject to the grievance and arbitration procedure (reference Article 9.05 - Employee Dismissal or Suspension).

### **ARTICLE 17 — EMPLOYEE EVALUATION AND PERSONNEL RECORDS**

#### **17.01 Evaluations**

- A) Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than every three (3) years thereafter.
  
- B) When 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.

#### **17.02 Personnel Records**

- A) 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. The Employer further agrees that no personnel files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.
  
- B) 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 personnel record with such amendments or deletions that may be requisite.

#### **17.03 Union Representative or Steward Access**

The 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.

#### **17.04 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.

### **17.05 Records Removed**

- A) Subject to 17.05 (B), 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 and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension.
  
- B) In cases where disciplinary documents relate to resident abuse, such documents will be maintained in the employee's personnel file for a period of twenty-four (24) months after the date of the incident.

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

## **ARTICLE 18 — VACANCY POSTINGS, PROMOTIONS, TRANSFERS AND DEMOTIONS**

### **18.01 Postings**

- A) The Employer shall post notice of all nursing vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
  
- B) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.

### **18.02 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment.

### **18.03 Filling Vacancies**

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

### **18.04 Posting of Successful Candidate**

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Unsuccessful applicants will be given an explanation upon request, within fourteen (14) calendar days of the appointment.

### **18.05 Temporary Appointments**

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

- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long term appointments.
- C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

**18.06 Temporary Positions**

- A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- C) These positions will be posted and filled in accordance with Article 18.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 18.06 (A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

**18.07 Regular Float Positions**

Where the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.03(A) the Employer will establish float positions. To ensure the full utilization of these float positions, the Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 18.01 Postings.

A float nurse is a regular employee who is utilized for work as defined in Article 11.03(A).

**18.08 Increasing or Decreasing Regular Part-Time Employee FTE Status**

- A) Where an increase or decrease in hours is required, the Employer will determine where these hours would be best utilized. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.

- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.03 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

**18.09 Qualifying Period**

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

If during the qualifying period the employee is either found to be unsatisfactory or finds the position to be unsatisfactory, she shall be returned to her previously held position.

**18.10 Returning to Formerly Held Position**

An employee returning to a formerly held position during the qualifying period as per Article 18.09 shall do so without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion/transfer not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 14.03 Employment in Excluded Positions and Within Other Bargaining Units.)

**18.11 Orientation and Training**

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

Orientation shall include:

- A) fire and disaster plan
- B) organizational structure
- C) relevant policies and procedures
- D) physical layout of the worksite and unit
- E) duties of the position

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

**18.12 Salary/Anniversary Date on Promotion**

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of fifty dollars (\$50.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position. A promotion shall not change an employee's increment anniversary date. (Reference Article 13 - Anniversary Date and Increments.)

### **18.13 Temporary Assignment to a Lower Rated Position**

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

### **18.14 Voluntary Demotion**

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

## **ARTICLE 19 — LAYOFF & RECALL**

### **19.01 Displaced Employees**

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

An employee who is qualified and yet unwilling to do the work shall be laid off.

### **19.02 Notice to the Union**

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union.

### **19.03 Displaced Employees' Options**

A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list (see Article 14.04).

Regular employees identified by the Employer as displaced shall be given the following options:

#### **A) Vacancies**

Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

#### **B) Bumping**

Displaced employees can elect to bump to a position in line with seniority, provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

#### **C) Lay-off**

If a displaced employee finds there is no satisfactory position available to her, she may elect lay off.

Displaced employees will notify the Employer in writing, no later than fourteen (14) calendar days from the date of the meeting above, of the position they have chosen under Article 19.03 (A) or (B).

Employees who are bumped under Article 19.03 (B) will be served displacement notice and treated in accordance with the provisions of Article 19.03.

**19.04 Previous Accommodation**

If an employee who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, the Employer and the Union will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.

**19.05 Promotion**

Any change in position under Article 19 shall not result in a promotion unless agreed upon between the Union and the Employer.

**19.06 Red-Circling**

A displaced employee filling a lower rated position under Article 19.03 shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

**19.07 Access to Casual Work**

A laid off employee may have access to casual work without affecting her status as a laid off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 19.03.

**19.08 Advance Notice**

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

**A) Regular Full-Time Employees**

- i) less than five (5) years' service - twenty-eight (28) calendar days notice or regular pay for twenty (20) work days;
- ii) minimum of five (5) years but less than ten (10) years service -forty (40) calendar days notice or regular pay for thirty (30) work days;
- iii) more than ten (10) years service - sixty (60) calendar days notice or regular pay for forty (40) work days.

**B) Regular Part-Time Employees**

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month *(excluding overtime) x** (work days) in lieu of notice}}{(1957.5 \text{ hours})}$$

\* Includes leave without pay up to twenty (20) work days. (Reference Article 35 - Leave - General.)

\*\* Entitlement as in 19.08 (A)(1), (2) or (3).

**C) Application**

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

### **19.09 Benefits Continued**

- A) Employees with one (1) or more years of service who are laid off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 35 - Leave - General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- C) Probationary employees who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- D) For the first twenty (20) work days of layoff as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

### **19.10 Recall**

- A) Should regular vacancies occur following layoff, those employees on lay off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position. Laid off employees may decline recall to one regular position without affecting their lay off status.
- B) The Employer shall give a minimum of seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address. Laid off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.
- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- D) If no employee on lay off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 18 (Vacancy Postings, Promotions, Transfers and Demotions). No new employee or casual employee shall be hired to fill regular positions until those laid off have been given first option of recall.
- E) An employee recalled to a position shall be considered a qualifying employee and shall be entitled to orientation as specified in Article 18 (Vacancy Postings, Promotions, Transfers and Demotions). If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

### **19.11 Recall Period**

Post probationary employees who are laid off beyond a one year period of time shall be deemed to be terminated. Probationary employees who are laid off beyond a three month period of time shall be deemed to be terminated.

### **19.12 Leaves of Absence**

Employees on a leave of absence for any reason may be served displacement notice but are not subject to layoff until completion of such leave. The employee can elect to make her choice, (as per Article 19.03), while on leave, or when she returns to work. If she chooses to make her choice when she returns to work, her choice will be based on the vacancies and seniority lists current at that time.

## **ARTICLE 20 — TECHNOLOGICAL CHANGE, AUTOMATION**

### **20.01 Technological Policy**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

### **20.02 Technological Displacement**

#### **A) Employee Notified**

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

#### **B) Union Notified**

- i) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- ii) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 - Arbitration.

### **20.03 Wages on Reassignment**

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

### **20.04 Layoff Due to Technological Change**

When it is necessary to reduce staff due to technological change, the layoffs shall be done in accordance with the provisions of Article 19 - Layoff and Recall.

## **ARTICLE 21 — CREATION OF NEW POSITION OR CHANGE IN CLASSIFICATION**

### **21.01 Employer Notice**

If the Employer creates a new position, or significantly changes the job content/classification, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 54 (Wage Schedule Classifications).

### **21.02 Implementation**

- A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the grievance procedure at Step 3 of Article 9.
  
- B) If the Union objects to the wage structure established by the Employer, and through negotiations or the grievance procedure, succeeds in revising the wage structure, the revised wage structure shall be retroactive to the start date of the new position/date of the change in job content by the Employer.

### **21.03 Employee Grievance**

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate the Grievance Procedure (Reference Article 9 - Grievances).

## **ARTICLE 22 — JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

## **ARTICLE 23 — WORK SCHEDULES**

### **23.01 Master Work Schedule**

- A) The Employer shall develop a master work schedule of off-duty and on-duty days and shifts.
  
- B) Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.
  
- C) Each regular employee shall be assigned to a line on the master work schedule which shall be made available by the Employer.
  
- D) Where the Employer plans to implement a significant change in the shift schedule of regular employees, the change may be provided that:
  - i) The change is consistent with the operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith: and

- ii) The Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees.

**23.02 Posting of Work Schedules**

- A) Work schedules shall be written in ink, accessible and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of four (4) weeks.
- B) Should the rotation be changed, a copy of the new rotation shall be posted as per Article 23.02 (A) for an advanced period of six (6) weeks.

**23.03 Requirements of Work Schedules**

- A) Work schedules may take the form of either two shifts, or single shift rotations except as requested by the employee in writing and agreed to by the employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.
- B) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- C) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- D) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 - Definitions.)
- E) There shall be no split shifts.

**23.04 Insufficient Notice**

Should the Employer change the shift schedule and not give at least ten (10) calendar days notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change. (Reference Article 37.04(D) Changes in Schedule with Insufficient Notice.)

**23.05 Voluntary Shift Exchange**

When operational requirements permit, employees may exchange shifts among themselves provided that:

- A) Prior approval of such exchange is given by the employee's immediate supervisor; and
- B) An employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

### **23.06 Three Different Shifts Worked**

- A) Regular full time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
  
- B) On implementation of revised work schedules as outlined in 23.05(A) regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

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

### **24.01 Hours of Work**

Employees shall be considered to be full-time if they work a four (4) days on, two (2) days off rotation for an average of 36.68 hours per week. Stats shall be worked into the rotation on one of the days off and are included in the above hours of work. An employee who accepts work on one of the designated stat days shall receive 1.5 times her regular rate of pay for all hours worked on that day.

Hours of work may be increased to 37.5 hours per week upon mutual agreement between the employee and the Employer.

### **24.02 Consecutive Hours of Work**

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

### **24.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period.
  
- B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
  - i) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
  
  - ii) the employee is scheduled to work a seven point five (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive seven point five (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;

- C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 25 - Overtime.

**24.04 Rest Periods**

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

**24.05 On-Call Time**

Hours of work shall not include on-call time.

**24.06 Standard/Daylight Savings Time Change**

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

**ARTICLE 25 — OVERTIME**

**25.01 Definition**

Except as in (B) below, overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01 Hours of Work

**25.02 Authorization**

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

**25.03 Employee's Right to Decline Overtime**

**A) General Rights**

The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

**B) Double Shift and Work on a Scheduled Day Off**

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

**25.04 Application**

- A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

- B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

**25.05 Overtime Pay Calculation**

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

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
  - i) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 24.01 Hours of Work;
  - ii) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 24.01 Hours of Work
- B) Overtime at the rate of double (2) time shall be paid on the following basis:
  - i) for all hours in excess of those worked in (A)(1) above;
  - ii) for all hours in excess of those worked in (A)(2) above;
  - iii) for all hours worked on an full time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
    - (1) in excess of six (6) consecutive 7.5 hour shifts.
    - (2) more than two hundred and twenty-five (225) straight time hours over the course of three consecutive bi-weekly pay periods

Employees will not be entitled to overtime under more than one of (A) or (B) where overtime premiums have already been paid under either of these provisions.

- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
  - i) for all overtime hours worked on a calendar paid holiday;
  - ii) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days' notice.

**ARTICLE 26 — SHIFT PREMIUM AND WEEKEND PREMIUM**

**26.01 Application**

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked in conjunction with the evening or night shift.

**26.02 Shift Premium**

The evening shift premium shall be one dollar and thirty-five (\$1.35) per hour. The night shift premium shall be one dollar and eighty-five cents (\$1.85) per hour.

**26.03 Weekend Premiums**

An employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

**ARTICLE 27 — ON-CALL, CALL-BACK AND CALL-IN**

**27.01 Definitions**

- A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.
- B) Call-back means the period during which an employee is scheduled off-duty and is either:
  - i) on-call and reports to duty at the Employer's request, or
  - ii) is not on-call and returns to duty, at the Employer's request, after the completion of her shift.
- C) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

**27.02 Application**

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

**27.03 On-Call**

**A) Premium**

An employee on call shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for the first seventy-two (72) hours on call in a calendar month. Thereafter, the employee shall receive one dollar and fifty cents (\$1.50) per hour.

**B) On-Call Limited**

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

**C) Pagers**

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

**27.04 Call-Back**

**A) Compensation**

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a

minimum of two (2) hours pay at the appropriate overtime rates provided in Article 25.05 for each separate call-back.

**B) Call-Back on a Paid Holiday**

An employee receiving the on-call premium specified in Article 27.03 and who is called back to work on any of the paid holidays listed in Article 37 shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

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

**27.05 Application of Call-Back**

**A) Functions of Employee on Call-Back**

Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.

**B) Employee Option: Time Off or Cash**

Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer.

**27.06 Call-Back Travel Allowance**

An employee called back to work shall receive either:

A) An allowance of forty-three cents (43¢) per kilometer, or

B) Where public or private transportation facilities are not available, taxi fare from home to the facility and return.

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

**27.07 Call-In**

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

**27.08 Insufficient Off-Duty Hours**

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

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

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

#### **ARTICLE 28 — RESPONSIBILITY PAY**

A nurse designated in charge of the facility shall be paid an allowance of one dollar and twenty-five cents (\$1.25) per hour.

#### **ARTICLE 29 — NON-DISCRIMINATION**

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- C) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

##### **29.01 Legislative, Contractual Obligations and Employer Policies**

The Parties agree that they shall be bound by all provisions of the *BC Human Rights Code*, *Worker's Compensation Act* and Associated Regulations and the terms and conditions contained in the Collective Agreement.

The Employer shall ensure that their policies are in compliance with their legislative and contractual obligations. It is the responsibility of the Employer to provide these policies and an explanation thereof to all employees.

##### **29.02 Harassment and Bullying**

The Employer and Union recognize the rights of employees to work in an environment that is free from harassment and bullying. The Parties agree to foster and promote such an environment through the provision of education and training to all employees.

- A) Harassment is defined as actions which are of a Personal, Discriminatory, Psychological or Sexual (verbal or physical) nature;
- B) Bullying is defined as any repeated or systematic behaviour which harms, intimidates, offends, degrades or humiliates an employee before another employee, residents or other individuals;
- C) The Parties agree that all complaints of harassment or bullying will be thoroughly investigated.

##### **29.03 Complaint Procedures**

- A) In respect of Articles 29.02 and 29.03 preceding, the Union and the Employer agree that following procedures are to be followed:

- i) Incidents or complaints are to be reported to the appropriate Employer official as soon as possible after their occurrence by either the complainant or a witness(es) or both.
- ii) Complaints under this article shall be treated in strict confidence by all parties involved.
- iii) Any employee involved in incidents or complaints are entitled to Union representation at any point in the process at their option.
- iv) At the conclusion of an investigation under this article, the Employer will confidentially advise only the Union, the complainant and the respondent of the investigation's findings and outcome.
- v) Any appropriate corrective and/or disciplinary action will be taken in a timely manner.

B) Separate legal rights afforded employees under the B.C. *Labour Relations Code*, the B.C. *Human Rights Code*, and/or the *Workers Compensation Act* are not affected by the operation of Articles 29.01 to 29.05 in this collective agreement.

#### **29.04**

The parties agree that all reported incidents or complaints shall be investigated thoroughly and any substantiated cases may be cause for discipline, up to and including termination.

#### **29.05**

Complaints or investigations under this Article shall be conducted in strict confidence by all parties involved.

### **ARTICLE 30 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at the worksite.

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

The parties agree that a Joint Occupational Health and Safety Committee will be established. The Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.

The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

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

#### **30.02 Medical Examinations**

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization

(with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse affect on the employee's health.

### **30.03 Safe Workplace**

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.
  
- B) When the Employer is aware that a resident has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
  
- C) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
  
- D) **Critical Incident Stress Defusing**  
Critical incident stress defusing shall be provided to employees who have suffered a traumatic incident at work. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the reported incident. Employees attending the debriefing session shall not suffer a loss of wage or benefits.

### **30.04 Transfer of Pregnant Employees**

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

### **30.05 Provision for Immunizations**

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
  
- B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

### **30.06 Workload**

An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy through the grievance process or through the Professional Responsibility Clause - Article 52.

## **ARTICLE 31 — LEAVE - COMPASSIONATE**

### **31.01 Application**

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, stepchild, legal ward, legal guardian, parent, stepparent, foster parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

### **31.02 Leave - With Pay**

Compassionate leave of absence with pay shall be granted for three (3) work days.

Up to two (2) additional days with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

### **31.03 Leave - Without Pay**

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

## **ARTICLE 32 — LEAVE - COURT APPEARANCE**

- A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.
- D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

## **ARTICLE 33 — LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS**

### **33.01 Transfer of Function**

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

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

### **33.02 In-Service Programs**

The parties to this Collective Agreement recognize the value of in-service education both to the employee and the Employer.

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs will be paid at the applicable rate of pay.

**33.03 General Education Programs**

**A) Employer Requested Leave**

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

**B) Duration and Expenses**

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

**C) Employee Requested Leave**

The Employer shall grant one (1) days education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed nine (9) days of Employer contribution from date of ratification.

**D) Leave on Day Off**

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

**ARTICLE 34 — LEAVE - ELECTIONS**

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

**ARTICLE 35 — LEAVE - GENERAL**

**35.01 Application**

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

**35.02 Notice**

Reasonable notice of at least seven (7) days shall be given to minimize dislocation of staff.

### **35.03 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 13 Anniversary Date and Increments.)

## **ARTICLE 36 — PARENTAL LEAVE**

### **36.01 Maternity Leave**

- A) A pregnant employee who requests leave under this article is entitled to up to seventeen (17) weeks of unpaid leave:
  - i) beginning
    - (1) no earlier than eleven (11) weeks before the expected birth date, and
    - (2) no later than the actual birth date
  - ii) ending
    - (1) no later than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
    - (2) no later than seventeen (17) weeks after the actual birth date
- B) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- C) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (A) or (B).
- D) A request for leave must:
  - i) be given in writing to the employer
  - ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (C).
- E) A request for a shorter period under subsection (A)(ii)(1) must:
  - i) be given in writing to the Employer at least one (1) week before the date the Employee proposes to return to work, and
  - ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

### **36.02 Parental Leave**

- A) An Employee who requests parental leave under this article is entitled to,
  - i) for a birth mother who takes leave under Article 36.01 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 36.01 unless the Employer and the Employee agree otherwise
  - ii) for a birth mother who does not take leave under Article 36.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven ( 37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event
  - iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52)weeks after the child is placed with the parent.
- B) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (A).
- C) A request for leave must,
  - i) be given in writing to the Employer,
  - ii) if the request is for leave under subsection (A)(i) or (ii), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- D) An Employee's combined entitlement to leave under Article 36.01 and 36.02 is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under Article 36.01(C) or 36.02(B).

## ARTICLE 37 — LEAVE - PAID HOLIDAYS

### 37.01 Paid Holiday Entitlement

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

|                                 |                      |
|---------------------------------|----------------------|
| New Year's Day                  | British Columbia Day |
| BC Family Day                   | Labour Day           |
| Good Friday                     | Thanksgiving Day     |
| Easter Monday                   | Remembrance Day      |
| Victoria Day (Queen's Birthday) | Christmas Day        |
| Canada Day                      | Boxing Day           |

### 37.02 Payment for Paid Holidays

- A) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.
- B) A regular part-time employee shall receive the following pay for the aforementioned paid holidays:

$$\frac{\text{Days paid* per calendar year} \times \text{regular pay} \times \text{twelve (12)}}{(\text{excluding overtime})} \text{ ) 261}$$

\* Includes leave without pay up to twenty (20) work days.  
(Reference Article 35 - Leave - General.)

- C) A casual employee receives paid holiday pay as part of pay in lieu of benefits.  
Reference Article 12.05 (A).

### 37.03 Work on a Paid Holiday

#### A) Regular Employee

- i) A regular employee required to work New Year's Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, Boxing Day and BC Family Day shall be paid at the rate of one and one-half (1½) times for the first 7.5 hours work in the day, provided that Articles 25.05, 27.04, and 37.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of one and one-half (1½) times shall be paid for a shift when one-half (½) or more than one-half (½) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of one and one-half (1½) times shall be paid for the total hours worked.
- ii) **Super Stats**  
Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two (2) times for the first 7.5 hours worked and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for the full shift when one half (½) or more than one-half (½) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

**B) Casual Employee**

A casual employee who works on a paid holiday listed in Article 37.03 (A)(1) shall be paid one and one-half (1½) times her rate of pay. A casual employee who works on a paid holiday listed in Article 37.03(A)(2), shall be paid two (2) times her rate of pay.

**37.04 Premium Rates of Pay**

**A) Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 25.05 - Overtime Pay Calculation.)

**B) Call-Back**

Call-back pay at the rate of one and one-half times (1 ½) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours pay at the appropriate rate for each separate call-back. (Reference Article 27.04: Call-Back on a Paid Holiday.)

**C) Three Different Shifts Worked in Any Seven Consecutive Days**

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 37.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1 ½) times the appropriate stat holiday rate for all hours worked on the paid holiday.

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

Should the Employer change the work schedule without fourteen (14) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

**37.05 Paid Holiday Coinciding with a Rest Day**

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

**37.06 Paid Holiday Coinciding with a Vacation**

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

**37.07 Scheduling of Paid Holidays**

**A) Application**

Subject to operational requirements reasonably applied, paid holidays whenever possible shall be scheduled for a time which is mutually agreeable to the Employer and the employee concerned.

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

Where the worksite operates on Christmas Day and New Year's Day, a regular employee shall receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

**C) Sick Leave**

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

**ARTICLE 38 — LEAVE - PROFESSIONAL MEETINGS**

Leave of absence without loss of pay may be granted for professional meetings not exceeding one week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave subject to operational requirements. Such leaves shall not exceed seven (7) days per year.

**ARTICLE 39 — LEAVE - PUBLIC OFFICE**

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 35 - Leave - General.)

**ARTICLE 40 — LEAVE - SICK**

**40.01 Sick Leave**

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. A doctor's certificate or other documentation may be required from the employer and the underwriter.

- A) Employees who have passed their probationary period shall be compensated at one hundred percent (100%) of their regular pay for the first six (6) days of illness or injury in a calendar year. These days shall be non-cumulative.
- B) The employer shall provide a short term illness and injury plan (STIIP) as per Appendix D. The plan shall provide regular employees after one (1) year of service, seventy percent (70%) of their regular pay, commencing the seventh (7th) calendar day of each incident until the seventeenth (17th) week of each incident.

**40.02 Benefits Accrue**

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

**40.03 Notice Required**

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

**40.04 Leave - Workers' Compensation**

**A) Entitlement to Leave**

An employee shall be granted Workers' 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 net take-home wages to ensure that the non-taxable status of 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, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

**B) Reimbursement to Employer**

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 the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by Article 40.04(A) above, and benefits equalling 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 holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

**D) Approval of Claim**

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

**E) Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 14 & Article 19.

**F) Emergency Appointments**

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

**40.05 Enforceable Legal Claim**

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

**40.06 Appointments**

- A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off duty hours.
  
- B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.
  
- C) The employee will be required to furnish proof of need in both (A) and (B) above.

**40.07 Sick or Injured prior to Vacation**

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

**40.08 Voluntary Treatment**

While in voluntary attendance at a pre-approved full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave.

**40.09 Early Safe Return to Work**

The parties agree to an Early Safe Return to Work program as outlined in Appendix C.

**ARTICLE 41 — LEAVE - UNION**

**41.01 Unpaid Union Leave**

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

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

Union leave of absence without pay shall be granted as follows:

- A) Subject to the operational requirements of the Employer and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
  
- B) Unpaid leave of absence will be granted to members of the Union's bargaining committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.

- C) Unpaid leave of absence will be granted to members of the Union's Council for the purpose of attending regular or special meetings of the Council and shall include reasonable travel time.
- D) An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which the employee holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits. Union Leave is exempt from the provisions of Article 35 - Leave - General.

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

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

- E) Subject to operational requirements, unpaid Union leave of absence shall be granted in lieu of missed scheduled days off.

**ARTICLE 42 — LEAVE - VACATION**

**42.01 Vacation Entitlement**

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement.
- C) Employees shall be credited for and granted vacations earned up to July 1 each year on the basis of:
 

|                 |   |                     |
|-----------------|---|---------------------|
| Years 0-6       | - | 20 work days (8%)   |
| Years 7 & 8     | - | 21 work days (8.4%) |
| Years 9 & 10    | - | 22 work days (8.8%) |
| Years 11 & 12   | - | 23 work days (9.2%) |
| Years 13 & 14   | - | 24 work days (9.6%) |
| Years 15 and up | - | 25 work days (10%)  |
- D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 inclusive}}{\text{x regular pay x yearly vacation entitlement)} 261$$

\* includes leave without pay up to twenty (20) days (reference Article 35 Leave - General)

- E) Regular employees with less than one (1) year service on the July 1 cut-off date shall receive vacation leave calculated as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 inclusive}}{\text{x regular pay x yearly vacation entitlement) 261}}$$

\* includes leave without pay up to twenty (20) days (reference Article 35 Leave - General)

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 42.03 Scheduling of Vacation.

#### **42.02 Terminating Employees**

- A) When a regular employee with more than twelve (12) months service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article. Such vacation entitlement shall be calculated as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 (in previous vacation x regular pay)}}{\text{x yearly vacation entitlement) } \div 261}$$

$$\frac{\text{Days paid* (excluding overtime) to July 1 in the vacation year to the date of termination (inclusive) x regular pay x yearly vacation entitlement)} \div 261}$$

\* includes leave without pay up to twenty (20) days (reference Article 35 Leave - General)

- B) When a regular employee with less than twelve (12) months service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.
- C) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

#### **42.03 Scheduling of Vacation**

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31 of the preceding calendar year or any other date mutually agreed at the local level.

- D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.
- F) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

**42.04 Vacation Entitlement Earned During Vacation**

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

**ARTICLE 43 — MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE**

**43.01 Medical Coverage**

- A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. Plan coverage cannot be changed without consultation with the Union. All Plans must be consistent with the collective agreement and not be inferior to the present plan. 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) The medical plan becomes effective upon completion of the probationary period.

**43.02 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 the Plan. Plan coverage cannot be changed without consultation with the Union. All Plans must be consistent with the collective agreement and not be inferior to the present plan.

The plan details are summarized in Appendix A.

- 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) The extended health care plan becomes effective on completion of the probationary period.

**43.03 Dental Coverage**

- A) The Employer shall pay all of the monthly premium for a dental plan. The plan details are summarized in Appendix A. The dental plan shall cover regular employees and their eligible dependents (including common-law spouses). Plan coverage cannot be changed without consultation with the Union. All Plans must be consistent with the collective agreement and not be inferior to the present plan.
- 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 under the dental plan becomes effective upon completion of the probationary period.

**43.04 Dependents**

An eligible dependent for the purposes of Articles 43.01, 43.02 and 43.03 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.

**43.05 Long-Term Disability Insurance Plan**

The Employer shall provide a long-term disability insurance plan, a summary of which shall appear in Appendix B - Long-Term Disability insurance plan.

The plan shall provide regular employees after one year of service with sixty-six point six percent (66.6%) of monthly basic earnings to a maximum of \$4,100.00 until age sixty-five (65) in the event of a disability as per the Sun Life Financial plan, contract number 56056, provided in benefit booklets.

The cost of the plan shall be borne by the Employer. Plan coverage cannot be changed without consultation with the Union. All Plans must be consistent with the collective agreement and not be inferior to the present plan.

#### **43.06 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. The plan details are summarized in Appendix A.

##### **B) Premiums**

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan. Plan coverage shall not change without consultation with the Union. All Plans must be consistent with the collective agreement and not be inferior to the present plan.

#### **ARTICLE 44 — WORKERS' COMPENSATION**

A) All employees shall be covered by the provisions of the *Workers' Compensation Act*. (Reference Article 40 - Leave - Sick.)

B) Opportunities for early return to work for employees on WCB are covered in the Memorandum of Understanding Early Safe Return to Work.

#### **ARTICLE 45 — EMPLOYMENT INSURANCE**

##### **45.01 Coverage**

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

##### **45.02 Rebates**

Premium rebates given by the Employment Insurance Commission shall be paid directly to the employees by the Employer.

#### **ARTICLE 46 — RETIREMENT PLAN**

Employees may participate in an optional Group RRSP with contributions matched by the Employer to a maximum of two percent (2%) of income. The Employer shall provide the employee with the pertinent plan details upon request.

#### **ARTICLE 47 — EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

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

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

#### **ARTICLE 48 — PREVIOUS EXPERIENCE**

##### **48.01 Regular Employees**

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 experience.

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

## **ARTICLE 49 — PAYMENT OF WAGES**

### **49.01 Wages**

Wages shall be paid to each employee in accordance with the wage schedules and provisions of the Collective Agreement.

### **49.02 Retroactive Pay and Benefits**

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

Retroactive pay shall be received by employees no later than thirty (30) calendar days after the signing of this agreement.

### **49.03 Pay Days**

Employees shall be paid bi-weekly or by direct deposit every second Wednesday.

In the event a cheque is required when a pay day falls on an employee's scheduled day off, the Employer agrees to issue the employee's pay cheque on the last shift worked prior to the pay day, provided the cheque is available.

The Employer shall have the right to require all employees to participate in the pay direct system. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in her pay, resulting in underpayment, the Employer must provide a manual cheque at the employee's request. In the event of an overpayment, the error will be corrected on a mutually agreeable payment schedule.

### **49.04 Statement of Wages**

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

- A) in the case of an hourly paid employee, the hours worked by her;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any qualification differential, premium, or other payment to which the employee is entitled;

- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) the amount being received by the employee;
- G) sick leave credits used within the pay period;
- H) vacation hours taken within the pay period and vacation hours available.

**ARTICLE 50 — GENERAL CONDITIONS**

**50.01 Escort Duty**

When an employee is required to escort a patient, the Employer shall canvass qualified employees in the department for a volunteer. In the event that no employee volunteers, the Employer may then assign an employee to perform the duty.

- A) Escort services performed by the employee shall be considered as work performed while still in the employ of the Employer.
- B) All terms and conditions of the agreement shall continue in force and effect while the employee is on escort duty. Notwithstanding the foregoing:
  - i) An employee shall receive her regular pay and where applicable, overtime and other premiums while the patient is in her care, and
  - ii) An employee shall be paid her straight time rate of pay for all other hours provided that the employee returns to the place she normally works by the next available, suitable transport.
- C) All accommodations, meals and related expenses shall be paid by the Employer.
- D) Funds may be given to the employee if requested to cover such expenses prior to her leaving for escort duty.
- E) No employee shall be required to travel in a vehicle which does not meet the Transport Canada Safety requirements.

**50.02 Use of Personal Vehicle on Employer's Business**

- A) Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary. Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 27.06.

**50.03 Personal Property Damage**

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

**50.04 Laundry**

Uniforms provided by the Employer to employees will be laundered by the Employer.

**50.05 Registration**

- A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act. Such authorization must be in effect on or by March 1 of each calendar year.
  
- B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

**ARTICLE 51 — 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.

**ARTICLE 52 — PROFESSIONAL RESPONSIBILITY CLAUSE**

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

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

**52.01**

A Professional Responsibility Committee shall be established with the Employer.

**Composition of the Committee:**

- A) **Standing Members:**
  - i) one member appointed by the employees
  - ii) one member appointed by the Employer
  
- B) **Ad Hoc Members:**
  - i) the nurse with the concern
  - ii) a Union steward
  - iii) the excluded supervisor of the unit

The standing members shall alternate as chair of the committee.

**52.02**

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

**52.03**

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 Professional Responsibility Committee and the Facility Administrator.

**52.04**

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.

**52.05**

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.

**52.06**

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee with a Union representative, may make a presentation to the owner of the facility, or the owner designate who shall hear the presentation and read all relevant materials. The owner or designate shall give the employee a written response with bona fide reasons for the decision.

**52.07**

If the matter is not resolved to the employee's satisfaction within a further fourteen (14) days, Step 3 of the grievance procedure shall apply.

**52.08**

If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 12.02 shall not apply.

**ARTICLE 53 — EFFECTIVE AND TERMINATING DATES**

- A) This Agreement shall be effective from August 5, 2019 and shall remain in force and be binding upon the parties until August 4, 2023 and thereafter until a new Agreement has been consummated
- B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

**ARTICLE 54 — WAGE SCHEDULE CLASSIFICATIONS**

Nursing jobs have been categorized into two classifications of direct care.

- Direct Resident Care Activities (DC)

|         |           |
|---------|-----------|
|         | <b>DC</b> |
| Level 1 | DC 1      |

**ARTICLE 55 — WAGE SCHEDULE**

| <b>LEVEL ONE</b>   | <b>Current</b> | <b>August 5, 2019</b> | <b>August 5, 2020</b> | <b>August 5, 2021</b> | <b>August 5, 2022</b> |
|--------------------|----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>First Year</b>  | <b>\$32.75</b> | <b>\$33.41</b>        | <b>\$34.07</b>        | <b>\$34.75</b>        | <b>\$35.45</b>        |
| <b>Second Year</b> | <b>\$34.63</b> | <b>\$35.32</b>        | <b>\$36.03</b>        | <b>\$36.75</b>        | <b>\$37.48</b>        |
| <b>Third Year</b>  | <b>\$36.53</b> | <b>\$37.26</b>        | <b>\$38.01</b>        | <b>\$38.77</b>        | <b>\$39.54</b>        |
| <b>Fourth Year</b> | <b>\$38.54</b> | <b>\$39.31</b>        | <b>\$40.10</b>        | <b>\$40.90</b>        | <b>\$41.72</b>        |
| <b>Fifth Year</b>  | <b>\$40.44</b> | <b>\$41.25</b>        | <b>\$42.07</b>        | <b>\$42.92</b>        | <b>\$43.77</b>        |

The above wage rates become effective on the first day following the cancellation or expiry of the Provincial Order regarding implementation of the Provincial Wage Grid. From date of ratification onward, should there be an instance where the above wage grid is superior to the Provincial Wage Grid, then the superior rate shall apply.

Retroactive wage payments shall be made of 2.0% based on hours worked from August 5<sup>th</sup>, 2019 to April 15<sup>th</sup>, 2020. These payments are available for those who are employees on the date of ratification (June 30, 2021).

## **APPENDIX A**

### **BENEFIT SUMMARY**

#### **General**

This appendix is a summary of SunLife benefits. If there are any differences between this summary and the SunLife Policy, the Policy will be deemed correct.

#### **Eligibility**

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a regular full-time or regular part-time employee.
- you are actively working for your employer at least fifteen (15) hours a week.
- you have completed the waiting period of three (3) months of continuous employment

### **EXTENDED HEALTH COVERAGE**

#### **Deductible**

The deductible is twenty-five dollars (\$25) each benefit year for each person up to a maximum of twenty-five dollars (\$25) per family.

#### **Prescription Drugs**

All regular employees shall receive a Pay Direct drug card.

The plan will cover the cost of drugs and contraceptives which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. Intrauterine devices (IUDs), diabetic and colostomy supplies are also covered.

For the above items, the plan will only pay for quantities that can reasonably be used in a three (3) month period.

The plan will cover one hundred percent (100%) for the first five hundred dollars (\$500) and one hundred percent (100%) for anything over five hundred dollars (\$500).

#### **Hospital Expenses In Your Province**

The plan will cover one hundred (100%) of the costs for hospital care in the province where you live. The deductible does not apply to these expenses.

#### **Expenses Out Of Your Province**

The plan will cover emergency medical services while you are outside the province where you live. The plan will also cover referred services.

### **Emergency Services Outside Canada**

Expenses incurred for emergency services outside Canada are subject to a lifetime maximum of \$1,000,000 per person or, if lower, any other applicable lifetime maximum.

### **Medical Services And Equipment**

The plan will cover eighty percent (80%) of the costs after you pay the deductible for the medical services when ordered by a doctor (the services of a licensed optometrist, ophthalmologist or dentist do not require a doctor's order).

### **Paramedical Services**

The plan will cover one hundred percent (100%) of the costs to a maximum of ninety-five dollars (\$95) per visit per person after you pay the deductible and up to a maximum of six hundred dollars (\$600) per person in a benefit year for each paramedical specialist, no combined annual maximum.

### **Contact Lenses, Eyeglasses Or Laser Eye Correction Surgery**

The plan will cover one hundred percent (100%) of the cost of contact lenses, eyeglasses or laser eye correction surgery up to a maximum of three hundred dollars (\$300) per person in any twenty-four (24) month period.

### **Emergency Travel Assistance**

This benefit, called Medi-Passport, supplements the emergency portion of your Extended Health Care coverage. It only covers services that you obtain within sixty (60) days of leaving the province where you live. If hospitalization occurs within this time period, in-patient services are covered until you are discharged.

## **DENTAL COVERAGE**

### **General Description of the Coverage**

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

### **Deductible**

There is no deductible for this coverage.

### **Benefit Year Maximum**

Dental coverage shall be one hundred percent (100%) for the basic plan and sixty-five percent (65%) for the major plan. The plan will not pay more than a combined maximum of three thousand dollars (\$3,000) per person for each benefit year for all services.

### **Predetermination**

You should send SunLife an estimate, before the work is done, for any major treatment or any procedure that will cost more than five hundred dollars (\$500). You should send a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and

the dentist will have to complete parts of the claim form. You will be told how much of the planned treatment is covered.

### **Preventive Dental Procedures**

Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health. The plan will pay one hundred percent (100%) of the eligible expenses for these procedures.

### **Oral Examinations**

Your dental benefits include one complete examination every twenty-four (24) months and one recall examination every nine (9) months, up to a maximum of two (2) examinations per benefit year.

### **Basic Dental Procedures**

Your dental benefits include procedures used to treat basic dental problems. Some examples are filling cavities and extracting teeth. The plan will pay one hundred (100%) of the eligible expenses for these procedures.

### **Major Dental Procedures**

Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures or bridges. The plan will pay fifty percent (50%) of the eligible expenses for these procedures.

\* Orthodontic coverage - \$3000 lifetime maximum, after 12 months participation in the plan.

### **LIFE COVERAGE**

Your Life coverage provides a benefit for your beneficiary if you die while covered. Your Life benefit is one hundred thousand dollars (\$100,000).

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

Accidental Death and Dismemberment coverage provides benefits if, due to an accident occurring while covered, you die or suffer any of the losses listed in the SunLife booklet under 'What we will pay'. Any death benefit paid under this coverage is in addition to the Life coverage. Your Accidental Death and Dismemberment coverage is equal to the amount of Life coverage.

\* Critical illness coverage of \$25,000

## APPENDIX B

### LONG-TERM DISABILITY

This Appendix is a summary of SunLife benefits. If there are any differences between this summary and the SunLife Policy, the Policy will be deemed correct.

#### Eligibility

This benefit is effective April 1, 2003 and you must be a post-probationary regular full-time or regular part-time employee with one year of service to be eligible.

#### General Description Of The Coverage

Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to SunLife that:

- \* you became totally disabled while covered, and
- \* you have been following appropriate treatment for the disability since its onset.

#### For Your Long-Term Disability Coverage

- during the elimination period and the following twenty-four (24) months (this period is known as the own occupation period), you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation, and
- afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience.

If you must hold a government permit or licence to perform your own occupation and your permit or licence is withdrawn or not renewed solely for medical reasons, you will be considered totally disabled for up to twelve (12) months after the end of the elimination period. You cannot be working other than in a SunLife approved partial disability or rehabilitation program.

Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.

If you are totally disabled for part of any month, the plan will pay 1/30 of the monthly benefit for each day you are totally disabled.

#### When Disability Payments Begin

Your Long-Term Disability payments begin after you have been totally disabled for an uninterrupted period of one hundred and nineteen (119) days or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled for an uninterrupted period of one hundred and nineteen (119) days and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer.

### **What the Plan Pays**

Here is how your Long-Term Disability payments are calculated:

Step 1: 60% of your monthly basic earnings up to a maximum of \$4100.00 per month

Step 2: Subtract any income provided to you under another plan (except from a private insurance plan) for the same or a subsequent disability.

### **Partial Disability Program**

You may be required to participate in a partial disability program approved by SunLife in writing.

After you are eligible for Long-Term Disability payments, you may be considered for a partial disability program in which you return to your own occupation for a reduced number of hours per week.

During your partial disability program, you can receive a salary from your employer for the hours worked. However, your Long-Term Disability payments will be reduced by the percentage of your normal work week that you are now working for your employer.

During your partial disability program your total income from all sources cannot exceed 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable). If this is the case, your Long-Term Disability payments will be further reduced by the excess.

Your participation in a partial disability program will be limited to the own occupation period.

### **Rehabilitation Program**

You may be required to participate in a rehabilitation program approved by SunLife in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of full-time employment.

SunLife is under no obligation to approve or continue a rehabilitation program for an employee. Such factors as financial considerations and SunLife's opinion on the merits of rehabilitation will be considered.

During your rehabilitation program, you may receive your Long-Term Disability payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable), your Long-Term Disability payments will be reduced by the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an interruption of the elimination period.

**When Payments End**

Your Long-Term Disability payments end on the earlier of the following dates:

- the date you are no longer totally disabled.
- the last day of the month in which you reach age 65.
- the last day of the month in which you retire with a pension or are eligible to retire with a full pension or a full pension equivalent.
- the last day of the month in which you die.

**When Coverage Ends**

Long-Term Disability coverage will end on the day you reach age 65 less the elimination period of one hundred and nineteen (119) days or the day you retire, whichever is earlier.

## **APPENDIX C**

### **MEMORANDUM OF UNDERSTANDING**

#### **EARLY SAFE RETURN TO WORK**

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

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process. All employees engaged in a rehabilitation/treatment process shall be supernumerary. The Employer shall provide to the employee an outline of the conditions of the Return to Work Policy prior to the employee agreeing to participate.

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

A written program for the employee will include:

- (1) An overview of the employee's program plan, including its expected outcome and end date. (Programs shall not exceed six months).
- (2) The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
- (3) A detailed outline of Employer and employee responsibilities under the program.
- (4) A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

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

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

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for the minimum hours per week which defines part-time status under Article 11, are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, and group life which shall be paid in accordance with Article 43.

## APPENDIX D

### SHORT-TERM DISABILITY

This Appendix is a summary of the SunLife STD benefit. If there are any differences between this summary and the SunLife policy, the policy will be deemed correct.

**Eligibility:**

You must be a post-probationary regular full-time or regular part-time employee with one (1) year of service to be eligible.

**General Description of Coverage:**

Short Term Disability coverage provides a benefit if you become totally disabled. You qualify for this benefit if you present proof of claim acceptable to SunLife that:

- You became totally disabled while covered, and
- You have been following appropriate treatment for the disability since its onset.

If you become totally disabled, you will be eligible for Short-Term Disability payments after six (6) days of uninterrupted total disability, or the first (1st) day you consult a doctor, whichever is later.

Once approved, the employee shall receive seventy percent (70%) of their regular pay, commencing on the seventh (7th) calendar day of each independent incident until the seventeen (17th) week of each incident.

**SIGNATURES OF THE PARTIES**

Signed on behalf of the Union:

\_\_\_\_\_  
Peter Knapp, BCNU Negotiator/LRO

\_\_\_\_\_  
August 20, 2021  
Dated:

\_\_\_\_\_  
Perla Swanson, BCNU Barg Cmty

\_\_\_\_\_  
August 20, 2021  
Dated:

Signed on behalf of the Employer:

\_\_\_\_\_  
James Liebenberg, President, West Coast Seniors House Mgmt.

\_\_\_\_\_  
August 26, 2021  
Dated:

\_\_\_\_\_  
Tony Arimare, Consultant

\_\_\_\_\_  
August 25, 2021  
Dated:

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