

**KIWANIS  
VILLAGE  
LODGE**

**2019-  
2022**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**KIWANIS VILLAGE LODGE**

**AND**

**BRITISH COLUMBIA NURSES' UNION**

**April 1, 2019 – March 31, 2022**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is made up of trade unions formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

### **1.02 Variations**

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

## **ARTICLE 2 – DEFINITIONS**

### **2.01 Definition of Employee Status**

- A) A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.
- B) **Regular Part-Time Employees**  
A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.
- C) **Casual Employees**  
A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".
- D) **Restriction of Employee Status**  
The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such

employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

## **2.02 Practical Nurse**

A Licensed Practical Nurse shall hold a practicing British Columbia Practical Nurse Licence.

## **2.03 Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

Article 29 - Compassionate Leave  
Article 30 – Special Leave  
Article 37.01 - Medical Services Plan  
Article 37.02 - Dental Plan  
Article 37.03 - Extended Health Care Plan

## **2.04 Employer**

"Employer" means the corporation, society, person(s), organization, facility, agency or centre as listed in the certification issued by the Labour Relations Board to the Union.

## **2.05 Union**

"Union" means the British Columbia Nurses' Union.

# **ARTICLE 3 - GENERAL CONDITIONS**

## **3.01 Effective and Terminating Dates**

The Collective Agreement shall be effective from April 1, 2019, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2022, and from year to year thereafter until a new collective agreement comes into effect.

## **3.02 Labour Code**

It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

## **3.03 Future Legislation**

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- A) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- B) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- C) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 – Arbitration Composition of Board, of the Collective Agreement.

## **3.04 Article Headings**

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

This Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to substantive meaning.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 Harassment**

The Employer recognizes the right of employees to work in an environment free from harassment, including sexual harassment, and bullying. The Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment or bullying in the workplace.

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.

### **4.02 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.

### **4.03 No Discrimination**

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

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

### **4.04 Complaints Procedure**

When an employee identifies a situation with another employee that is negatively impacting on their work, if they feel safe and comfortable may attempt to deal with the concern directly by:

- A) Asking the other party to meet at a convenient time and in a private place to engage in cooperative problem solving:
  - i. Raise the issue with the other person in a way that helps both understand the interaction and achieve resolution: describe in a respectful tone of voice the troubling behaviour and describe what the impact of the behaviour has been;
  - ii. Listen to the other's perspective to explore your respective interests (underlying needs, concerns and hopes);
  - iii. Create options for solving the situation; and
  - iv. Develop an agreement that meets as many as possible of both interests.
- B) If the matter is successfully resolved through this action, no further steps need be taken.
- C) In respect of Articles 4.01, 4.03, and 4.04 preceding, the Union and the Employer agree that

following procedures are to be followed:

- [i] Incidents or complaint 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.

- D) 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 4.01, 4.02, and 4.03.
- E) If the respondent is the complainant's manager or other excluded supervisor, the employee may request a meeting with the Executive Director.
- F) 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.
- G) Complaints or investigations under this Article shall be conducted in strict confidence by all parties involved.
- H) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- I) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

## **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

### **5.01 Union Recognition**

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

### **5.02 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.

### **5.03 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.

### **5.04 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.

#### **5.05 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.

#### **5.06 Employer's Business**

Employees required by the Employer to attend meetings or to attend hearings 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.

#### **5.07 Stewards**

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

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

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

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

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

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

- 1) investigating complaints of an urgent matter, and
- 2) investigating grievances, and

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

**D) Conditions Governing Stewards**

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

- 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 operation of the worksite.

**5.08 Shop Steward Representation**

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised, at least twenty-four (24) hours in advance, of their right to have a shop steward present.

**5.09 Union Representative Visits**

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

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

**5.10 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. This article does not apply where the parties have negotiated changes that affect such provisions.

**5.11 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. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

**5.12 List of New and Terminating Employees**

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

**5.13 Bulletin Boards**

The Employer shall provide adequate space on bulletin board(s) for the exclusive use of the Union for the purpose of posting Union business.

**5.14 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges.

**5.15 Legal Picket Lines**

Refusal to cross a legal picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

**5.16 Union Advised of Changes**

The Union shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement. (Also see, Article 17 – Technological, Automation and Other Changes)

**5.17 Union/Management Committee**

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

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01 Management Rights**

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

The Union agrees that all employees shall be governed by all rules as adopted by the employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

**ARTICLE 7 - EMPLOYER PROPERTY**

**7.01 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

**7.02 Employer to Repair or Indemnify**

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

**7.03 Reimbursement of Legal Fees**

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

#### **7.04 Employer to Continue to Supply Tools**

The Employer shall continue to supply tools to employees. The Employer shall supply tools to employees upon requirement calibrated to the metric scale. The Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

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

#### **8.01 Composition of Committee**

A Union/Management Committee shall be established. The Employer and the Union shall each appoint up to two (2) representatives to the Union/Management Committee.

#### **8.02 Chair**

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

#### **8.03 Meetings**

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party. The Employer will send the minutes of the meeting to the Union.

#### **8.04 Purpose of the Committee**

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

#### **8.05 Scope of the Committee**

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

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

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

#### **8.06 Stewards**

Stewards who attend Union/Management and Professional Responsibility meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings. (see article 5.17 Union/Management Committee)

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

#### **9.01 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business in accordance with Article 6 – Management Rights.



Shop Stewards shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's hours of work.

## **9.02 Right to Grieve Disciplinary Action**

### **A) Disciplinary Action Grievable**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

### **B) Employee Notified of File Documentation**

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

### **C) Removal of Disciplinary Documents**

Any disciplinary document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

### **D) Letters of Expectation**

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed twelve (12) months after the date of the letter.

The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

## **9.03 Introduction of Evidence at Hearing**

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

## **9.04 Grievance Procedure**

### **A) Preamble**

The Employer and the Union recognize that grievances may arise concerning:

- a) Differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- b) The dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, their grievance shall be settled as follows:

- B) The following procedure shall be used for the resolution of differences referred to in Article 9, other than for the suspension or dismissal of employees and Application disputes under Article 9.05 E) or 9.07.

### **Step 1**

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. 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 fourteen (14) calendar days of receipt of the written response to the grievance.

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

## **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).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

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 Troubleshooter, and/or arbitration within ninety (90) days after the Employer's designate's decision has been received.

### **9.05 Troubleshooter**

#### **A) Issues Referred to 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, such difference may be referred to a Troubleshooter.

#### **B) Roster**

It is understood that the Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

Chris Sullivan  
Joan Gordon  
Elaine Doyle

#### **C) Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

- a) Investigate the difference;
- b) Define the issue in the difference; and
- c) Make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

**D) Agreed to Statement of Facts**

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

**E) General Application Dispute**

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.04 B) shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

**9.06 Amending Time Limits**

If the time limits in Articles 9.04, 9.05 and 9.07 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.

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

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

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

**Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.04 B).

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.

**9.08 Deviation from the 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 Union.

**ARTICLE 10 - EXPEDITED ARBITRATION**

**10.01 Roster**

It is understood that if an agreement cannot be reached the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

- 1) Paula Butler
- 2) Elaine Doyle
- 3) Joan Gordon
- 4) Chris Sullivan
- 5) Joan McEwen

Once a grievance has been referred to Expedited Arbitration, the parties shall mutually agree upon an arbitrator. The date shall be mutually agreeable amongst the parties.

## **10.02 Expedited Arbitrations**

### **A) Issues for Expedited Arbitration**

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

- 1) Dismissals;
- 2) Rejection on probation;
- 3) Suspensions in excess of ten (10) work days;
- 4) Policy grievances;
- 5) Grievances requiring substantial interpretation of a provision of the collective agreement;
- 6) Grievances relating to employment security and matters arising from the report and recommendations of the Industrial Inquiry Commission (except where specified otherwise);
- 7) Grievances requiring presentation of extrinsic evidence;
- 8) Grievances where a party intends to raise a preliminary objection;
- 9) Matters arising from the maintenance agreement and classification manual; and
- 10) Grievances arising from duty to accommodate.

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

### **B) Location of Hearing**

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) Process**

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

### **D) Agreed to Statement of Facts**

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

### **F) Procedure**

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.

### **G) Mediation Assistance**

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

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

### **H) Issuance of Report**

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

### **I) Status of Report**

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.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

**J) Fees**

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

**K) Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 – Arbitration Composition of the Board excepting Article 11.04.

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

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 11.02 – Dismissal/Suspension for resolution.

**ARTICLE 11 – ARBITRATION COMPOSITION OF BOARD**

**11.01**

Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of their desire to submit the grievance to arbitration.

In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

- 1) Joan Gordon
- 2) Judy Korbin
- 3) David McPhillips
- 4) Elaine Doyle

The parties, by mutual agreement, may amend the list of arbitrators at any time.

The decision of the said arbitrator, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

**11.02 Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named above in 11.01

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code of B.C.* shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

### **11.03 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

### **11.04 Time Limit for Decision of Arbitration Board**

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

### **11.05 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

### **11.06 Expenses of Arbitration Board**

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

### **11.07 Reinstatement of Employees**

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay and/or with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

## **ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES**

### **12.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

### **12.02 Personnel File**

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

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such

pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

**B) Union Representative or Steward Access**

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

**C) Confidential Nature of Personnel File**

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

**ARTICLE 13 - PROBATIONARY PERIOD**

**13.01**

For the first three (3) calendar months of continuous service with the Employer, a regular employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated if it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

**13.02**

Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

**ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE**

**14.01 Selection Criteria**

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications, (including initiative) and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

**14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months, when the employee has taken a position in a different classification.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Article.

#### **14.03 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 or new to the unit, department or program 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.

#### **New Employees**

Employees will receive buddy shifts that include day, evening and night for the floors they will work on. There will be one (1) weekday shift for respite orientation that will include training in admission and discharge. A new employee is encouraged to request more orientation time if needed.

#### **Refresher**

Employees who have been orientated but not worked on the floor for one (1) year or more may request further orientation before being assigned.

#### **14.04 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

#### **14.05 Relieving in Higher and Lower-Rated Positions**

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

- A) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.
- B) Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

#### **14.06 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.



For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

#### **14.07 Transfers**

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of their prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

#### **14.08 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

#### **14.09 Re-employment After Retirement**

Employees who have retired and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

#### **14.10 Re-employment After Voluntary Termination**

Where an employee voluntarily leaves the Employer's service and is later re-employed, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **14.11 Supervisory or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

#### **14.12 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

#### **14.13 Previous Experience**

- A) Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.
- B) A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

#### **14.14 More Favourable Rate or Condition**

No employee who is at present receiving a more favorable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

#### **14.15 Part-Time Employees**

##### **A) Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

##### **B) Increment Progression**

Based on calendar length of service with the Employer.

##### **C) Seniority**

Applicable on a proportionate basis. [See also Casual Addendum 12(3)]

### **ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS**

#### **15.01 Job Descriptions**

The job descriptions which are in existence on the date of this agreement, agreed to by the parties shall comprise the base against which all changes shall be measured.

The position of each regular employee shall be assigned to an appropriate job description.

The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Union and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.

Each regular employee shall be provided with a copy of the agreed to job description for their position.

#### **15.02 Notice of New and Changed Positions**

##### **A) Establishment of New Jobs**

Prior to the establishment of a new job, the Employer shall:

- i) Write a new job description;
- ii) Classify the new job in relation to the wage schedule; and
- iii) Assign such position to the job description as shall be appropriate.

B) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.

C) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it

accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.

- D) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

### **15.03 Changes to Existing Jobs**

- A) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change. The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- B) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
  - i) Revise the permanent job description or write a new job description; and
  - ii) Classify the new or revised job.
- C) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- D) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- E) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

### **15.04 New or Changed Positions**

- A) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position they shall be displaced by the service of an appropriate notice to that effect.
- B) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- C) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" indicating in what manner their position has changed and why they think the job description to which the position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the Union.
- D) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the Union of its determination.
- E) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

### 15.05 Appeals

- A) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days. If the Employer's written response is not provided within the time limit, the Union may, within a further thirty (30) days, refer the dispute to Arbitration.
- B) Within fifteen (15) days of receiving the Employer's written response, the Union will notify the Employer whether the Employer's written response is acceptable. If the Employer's written response is not acceptable, the parties shall meet within a further fifteen (15) days to disclose fully each party's case and to seek to resolve the dispute. Each party will set out for each grievance its understanding of the matter in dispute. The parties will seek to narrow the issues of fact in dispute and will conclude agreements on fact to the degree that they can agree. If the parties are unable to resolve the dispute, either party may, within a further period of thirty (30) days, refer the dispute to Arbitration for a final and binding decision.

### 15.06 Pay Adjustments

- A) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give them a monthly increase and the increment anniversary shall be that date.
- B) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- C) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- D) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of their prior job, and shall receive fifty per cent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served shall be covered by this provision.

### 15.07 Definitions

- A) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.
- B) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- C) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- D) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

## **ARTICLE 16 - JOB POSTINGS AND APPLICATIONS**

### **16.01 Job Postings and Applications**

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

- A) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- B) Notwithstanding (A) above, if the vacancy is a temporary one of less than sixty (60) calendar days the position shall not be posted and instead shall be filled as follows:
  - i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2<sup>nd</sup>) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19 – Scheduling Provisions, the proposed move shall not be made.
  - ii) by employees registered for casual work in accordance with the casual addendum.
  - iii) In cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (b) (ii) for a period of up to seven (7) days.
- C) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph B) (i) above shall be considered unavailable for such temporary vacancy.
- D) Where a part-time employee declines an offer of work under this article, the Employer need not offer the same work again to this employee if they are also registered for casual work.

### **16.02 Change to Start and Stop Times, Days Off and Department**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- i) The change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; 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 change will have on the personal circumstances of such employee(s).

### **16.03 Special Project Vacancies**

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the collective agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

### **16.04 Applications from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application

form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

#### **16.05 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01 above.

#### **16.06 Notice to Union**

One copy of all postings shall be sent to the Union within the aforementioned seven (7) calendar days and one copy to the Steward.

#### **16.07 Notice of Successful Applicant**

The Employer shall, within seven (7) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

#### **16.08 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position.

### **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

#### **17.01 Preamble**

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment. (see Article 5.16 – Union Advised of Changes)

#### **17.02 Job Training**

The parties are committed to meet to plan training programs for employees affected by technological change and general skill upgrading.

Whenever necessary, the parties shall seek the assistance of external training resources such as Human Resource Development Canada and the Provincial Ministry of Labour or other recognized training institutions.

#### **17.03 Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.

#### **17.04 Lay off and Recall**

##### **A) Definition**

A layoff occurs when the Employer is unable to provide continuous employment to employees as a result of:

- a) The elimination of a position(s), work shift(s) and/or line(s); or
- b) A reduction in hours of work exceeding zero point zero three (0.03) FTE

**B) Order of Layoff**

Employees affected by Article 14 – Promotion, Transfer, Demotion, Release shall be laid off by job category in reverse order of seniority.

**C) Options**

Employees who are laid off or bumped shall choose one of the following options:

- i) placement into a vacant position in the same classification; or
- ii) bump the least senior employee with the equivalent number of hours per week or within zero point zero three (0.03) FTE, in the same classification; or
- iii) bump the least senior employee in the same classification; or
- iv) elect to receive working notice as outlined in Article 17.06 below.
- v) elect to work casual (see Casual Addendum Section O)

Bumping rights must be exercised within seven (7) calendar days of notification of layoff by providing written notice to the person in charge.

**17.05 Notice of Displacement**

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, one (1) copy of such notice shall be sent to the Union.

**17.06 Layoff Notice**

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- a) 0 – 2 years – Four weeks’ notice
- b) 3 – 4 years – Eight weeks’ notice
- c) 5 – 6 years – Twelve weeks’ notice
- d) 6 plus years - Sixteen weeks’ notice

**17.07**

Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

**17.08**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06 of this Agreement.

## **ARTICLE 18 – TERMINATION OF EMPLOYMENT**

### **18.01 Employee’s Notice of Termination**

Employees shall make every effort to give twenty-eight (28) calendar days’ notice when terminating their employment.

Employees leaving with less than fourteen (14) calendar days’ notice shall be paid their earned vacations less two percent (2%).

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days’ notice, the employee shall be paid all earned vacations. The period of notice must be for time to be worked and must not include vacation time.

## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01 Scheduling Provisions**

A)

- i) The Employer shall develop a master work schedule of off-duty and on-duty days and shifts including paid holidays. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.
- ii) The Employer shall post the work schedule at least fourteen (14) calendar days in advance of their effective date.
- iii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21 - Overtime. Notice of the alteration shall be confirmed in writing as soon as possible.
- iv) **Requirements of Work Schedules**
  - (1) Work schedules may take the form of either two shift, 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.
  - (2) The employee may request in writing to work fixed evening or night shift.
  - (3) A regular employee shall not be scheduled to work more than five (5) consecutive days, unless requested by the employee and agreed to by the Employer.
  - (4) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
  - (5) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in each six (6) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.
  - (6) 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.
- v) If the Employer intends to implement a revised work schedule, every effort shall be made to seek mutual agreement in the determination of the revised work schedule. Employees may



request the assistance of the Union. For the purposes of this clause, mutual agreement means a common understanding between the employer and the employees on a given unit as to the determination of the work schedule. Where mutual agreement cannot be achieved, the employer may take unilateral action but only after these six steps:

- (1) the Employer must give the employees a clear and detailed outline of what it wishes to do;
- (2) the Employer must have a good reason(s) for making the proposal in the first place, and it must express the reason(s) to the employees and be prepared to engage in dialogue with respect thereto;
- (3) the Employer must invite a reply from the employees and it must give the employees a reasonable opportunity to formulate a reply and to make their own proposal;
- (4) the Employer must give bona fide consideration to any proposals which the employees might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives;
- (5) If there is no agreement to an alternate schedule within ninety (90) days of the presentation of the proposed changed schedule, the Employer has the right to implement the schedule.
- (6) The Employer's actions and its proposed schedule of shifts must not violate any of the provision of the collective agreement.

- B) There shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- C) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts. Overtime rates shall apply to all hours worked on the next regular shift.
- D) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (B) and (C) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- E) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- F) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- G) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

If child care, transit difficulties or other serious personal circumstances do not permit such a change in schedule, employees may decline the change without repercussion by the Employer.

#### **19.02 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in the employee's job and, therefore, the requirements of the moment shall determine the

type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not orientated or adequately trained.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

The work week shall provide for continuous operation Sunday through Saturday.

### **20.02 Hours of Work**

- A) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be between thirty-six (36) and thirty-seven and one-half (37.5) hours per week or an equivalent mutually agreed between the Employer and the Union.
- B) The base day will be seven point five (7.5) hours for the purpose of calculating the accrued credit banks.
- C) All benefits and accruals shall be based on the maximum full time equivalency in a) above. For instance, there shall be no difference to the amount of vacation entitlement for a full time employee working thirty-six (36) hours per week and an employee working thirty-seven and one-half (37.5) hours per week.
- D) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 21 - Overtime.

### **20.03 Rest and Meal Periods**

#### **A) Meal Periods**

A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 20.03(A) also applies to employees working overtime.

- B) When an employee is designated expressly to be available for work during a meal period and:
  - i) the employee is scheduled to work a seven and one half (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven and one half (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 and one-half (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven and one-half (7.5) hour shift, then the employee shall receive seven and one-half (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
  - iii) in the event an employee in (A) above is recalled to duty during her meal period the provisions of ii) apply.
- C) Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their 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 at one-half (1.5) the regular rate shall prevail for the total

of the meal period.

The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 - Overtime.

**20.04 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.

**20.05 Split Shifts**

No split shifts shall be worked except in cases of emergency.

**20.06 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 21 - OVERTIME**

**21.01**

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02 – Hours of Work, or who are requested to work on their scheduled off-duty days, shall be paid:

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

**21.02**

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

**21.03**

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 27.05, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium paid holiday rate for all hours worked beyond seven and one-half (7.5) in that day.

**21.04**

Overtime pay shall be paid to the employee within the pay period in which the overtime was earned except as provided in Article 21.05 below.

**21.05 Overtime**

All overtime banked up to December 31 not taken as time off shall be paid out no later than March 31 of the following year. When an employee has requested time off from this bank and was declined due to operational requirements, at the employee's request, the overtime bank may be carried forward to June 30 and if not taken by then, it will be paid out.

**21.06**

The hourly pay rate as calculated for computer purposes shall be the wage rate of the employee, as shown in the Wage Schedule, such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

**21.07**

An employee who works two and one-half (2-½) hours of overtime immediately before or following their scheduled hours of work shall receive a meal or a meal allowance of twelve dollars (\$12.00) when a meal is not available. One-half (½) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal work day.

**21.08**

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

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

**21.09**

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

**21.10**

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

**21.11**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

**21.12 Assignment of Overtime**

In cases where the Employer has authorized anticipated overtime to be worked, the Employer will offer the overtime by seniority to eligible employees.

An eligible employee includes one who is: actively working within the affected unit, qualified to perform the work, and available to accept the work (e.g. not on any paid or unpaid leave of absence, not outside of safe work parameters).

The determination of seniority will be based on the most recently published/quarterly seniority list.

Where overtime is unanticipated (less than twenty four (24) hours in advance), overtime shall be offered by seniority to eligible employees who are at work. If no eligible employee accepts the overtime offered, the employer may offer the overtime to any available and qualified employee.

The Employer may cancel the overtime, twenty-four (24) hours before the shift start, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done. If twenty-four hours is not given for cancellation of overtime shift, the employer will pay the employee two (2) hours overtime if work has not commenced and minimum of four (4) hours overtime if work has commenced.

## **ARTICLE 22 - SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS**

### **22.01**

Employees working the evening shift shall be paid a shift differential, for the entire shift worked. The evening shift differential shall be one dollar and twenty cents (\$1.20).

Employees working the night shift shall be paid a shift differential per hour for the entire shift worked. The night shift differential shall be increased effective date of ratification, to two dollars and twenty-five (\$2.25), effective December 1, 2021 increase to two dollars and fifty cents (\$2.50), effective March 1, 2022 increase to (\$2.65)

### **22.02**

An Employee shall be paid a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

### **22.03**

Evening shift will be defined as any shift in which the major portion occurs between 3:00 P.M. 1500 hours) and 11:00pm (2300 hours) and night shift as any shift in which the major portion occurs between 11:00pm (2300 hours) and 7:00 A.M. (0700 hours).

### **22.04**

The Employer will designate one LPN to be in-charge for evenings, nights and weekends. The premium shall be one dollar and fifty cents (\$1.50) per hour.

## **ARTICLE 23 - CALL BACK**

### **23.01**

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work an allowance at the automobile allowance rates set by the Canada Revenue Agency, from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

### **23.02**

If an employee is called back to work and does not receive a total of eight (8) consecutive hours 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 their next shift until they have 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 the 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. (see Article 19.01 B) and 21.11)

## **ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENTS**

### **24.01**

Any employee, except those covered by Article 23 – Call Back, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

## **ARTICLE 25 - ON-CALL DIFFERENTIAL**

### **25.01**

Employees required to be on-call shall be paid an on-call differential of two dollars (\$2.00) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

### **25.02**

Should the Employer require an employee to have a cell phone, available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

### **26.01**

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance at the automobile allowance rates set by the Canada Revenue Agency. Minimum allowance shall be two dollars (\$2.00).

### **26.02**

Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## **ARTICLE 27 - PAID HOLIDAYS**

### **27.01 Paid Holidays**

Employees will be entitled to twelve (12) paid holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day  
Family Day  
Victoria Day  
Thanksgiving Day  
Boxing Day  
Good Friday

B.C. Day  
Easter Monday  
Canada Day  
Labour Day  
Remembrance Day  
Christmas Day

### **27.02 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 receives paid holiday pay as part of pay in lieu of benefits.
- C) A casual employee receives paid holiday pay as part of pay in lieu of benefits. (Reference Casual Addendum M).
- D) **Casual Employee**  
A casual employee who works on a paid holiday listed in Article 27.04 shall be paid two (2) times their rate of pay. A casual employee who works on a paid holiday listed in Article 27.05 shall be paid of two and one-half (2.5) times their rate of pay.

### **27.03 Premium Rates of Pay**

- A) **Overtime**  
Overtime at the rate of one and one-half (1.5) times the appropriate paid holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday.
- B) **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.
- 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 39.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.
- D) **Call-Back**  
Call-back pay at the rate of one and one-half times (1.5) 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.

### **27.04 Work on a Paid Holiday**

A regular employee required to work New Year's Day, B.C. Family Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Good Friday, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first seven and one-half (7.5) hours work in the day, provided that Articles 21, 23, and 27.03 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) 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.

**27.05 Super Stats**

Employees who are required to work on Christmas Day, or Labour Day, shall be paid at the rate of two and one-half (2.5) times for the first seven and one-half (7.5) hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

**27.06**

Every effort will be made to schedule such paid holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

**27.07**

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

**27.08 Paid Holiday Coinciding with a Vacation**

If an Employer scheduled paid holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each paid holiday so occurring.

**27.09 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

Three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per week, or pay in lieu thereof; or a proportionate amount depending on time worked.

**ARTICLE 28 – VACATIONS**

**28.01**

All employees shall be credited for and granted vacation earned up to July 1st each year, on the following basis:

- a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

- 1 year's continuous service - 20 work days' vacation
- 2 years' continuous service - 20 work days' vacation
- 3 years' continuous service - 20 work days' vacation
- 4 years' continuous service - 20 work days' vacation
- 5 years' continuous service - 21 work days' vacation
- 6 years' continuous service - 22 work days' vacation
- 7 years' continuous service - 23 work days' vacation



8 years' continuous service - 24 work days' vacation  
9 years' continuous service - 25 work days' vacation  
10 years' continuous service - 26 work days' vacation  
11 years' continuous service - 27 work days' vacation  
12 years' continuous service - 28 work days' vacation  
13 years' continuous service - 29 work days' vacation  
14 years' continuous service - 30 work days' vacation  
15 years' continuous service - 31 work days' vacation  
16 years' continuous service - 32 work days' vacation  
17 years' continuous service - 33 work days' vacation  
18 years' continuous service - 34 work days' vacation  
19 years' continuous service - 35 work days' vacation  
20 years' continuous service - 36 work days' vacation  
21 years' continuous service - 37 work days' vacation  
22 years' continuous service - 38 work days' vacation  
23 years' continuous service - 39 work days' vacation  
24 years' continuous service - 40 work days' vacation  
25 years' continuous service - 41 work days' vacation  
26 years' continuous service - 42 work days' vacation  
27 years' continuous service - 43 work days' vacation  
28 years' continuous service - 44 work days' vacation  
29 years' continuous service - 45 work days' vacation

This provision applies when the qualifying date occurs before July 1st in each year.

#### **28.02 Supplementary Vacations**

- A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

#### **28.03 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 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union.
- 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.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the employee may elect to carry over up to ten (10) days to be used no later than June 30 in the following year.

Unused vacation shall be paid out at straight time rates by the last pay period of February of the following year. Payout shall not include any carryover of vacation pursuant to the above.

- 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 their vacation shall not receive their choice of when they wish to take the subsequent portion of her vacation until all other employees have made their first choice of vacation time.

#### **28.04 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer.

#### **28.05 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year; with the exception of 28.03 E).

#### **28.06 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

#### **28.07 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their 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 by mutual agreement, or shall be reinstated for use at a later date.

#### **28.08**

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

#### **28.09 Part-Time Employees**

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees.

### **ARTICLE 29 - COMPASSIONATE LEAVE**

#### **29.01**

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, brother in-law, sister in-law,

grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored. Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

### **29.02 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees.

### **29.03**

It is understood that the employee has the ability to split the three (3) day entitlement between the date of death and the date of the funeral, service, ceremony or gathering.

## **ARTICLE 30 – SPECIAL LEAVE**

### **30.01**

An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (0.5) day (3.75 hours) every four (4) weeks (150 hours).

As special leave credits are used, they shall continue to be earned up to the maximum. Special leave credits may be used for the following purposes:

- (1) Marriage Leave - five (5) days.
- (2) Paternity Leave - one (1) day.
- (3) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave - one (1) day.

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

### **30.02 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

All special leave credits shall be paid in conformity with Article 30.01.

Two and three-fifths (2-3/5) days (19.5 hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked.

### **30.03 Donor Leave**

The Employer and the Union encourage employees to register as organ donors. An employee shall be granted the necessary leave of absence for the purpose of donating bone marrow or an organ. Employees may access paid leave from Article 31- Sick Leave, Article 28 – Vacation or Article 21 - Overtime (21.05 overtime banked) or unpaid medical leave or Article 34 - Leave – Unpaid. The Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the

Employer's share of these premiums while the employee is on paid leave and the first twenty (20) work days (34.03) of unpaid leave.

#### **30.04 Leave Respecting Disappearance of Child**

An employee is entitled to a leave of absence without pay of up to fifty-two (52) weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Article 34 – Leave Unpaid, there will be no interruption in the accrual of seniority or eligibility for benefits provided.

#### **30.05 Leave Respecting Death of Child**

An employee is entitled to a leave of absence without pay of up to one hundred and four (104) weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Article 34 – Leave - Unpaid, there will be no interruption in the accrual of seniority or eligibility for benefits provided.

#### **30.06**

The Employer shall grant a request for a leave of five (5) paid days, five (5) days unpaid and fifteen (15) unpaid weeks, if the reason is in relation to domestic or sexual violence.

The leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

In the event that present or future legislation enacts provisions with a greater entitlement to maximum weeks of leave in relation to domestic or sexual violence, that legislative provision shall prevail. An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.

Casual employees shall not be required to be available for shifts for up to seventeen (17) weeks if the employee's unavailability is in relation to domestic or sexual violence.

#### **30.07 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. There will be no interruption in the accrual of seniority or eligibility for benefits provided.

### **ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY**

#### **31.01**

The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EIC premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

#### **31.02**

Sick leave credits with pay shall be granted on the basis of one (1) work day per month, cumulative up to eleven hundred and twenty-five (1125) hours. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

### **31.03**

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement may lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

### **31.04 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/WorkSafeBC 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.

Additional shifts worked by part-time employees, shift and weekend premiums, and paid holiday premiums (in accordance with the three (3) arbitration awards listed below) shall be taken into account when calculating "regular net take-home wages":

- Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.
- Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.
- Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

#### **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 A) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays will not accrue.

#### **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 their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary,

pursuant to Article 17.04 – Lay off and Recall.

Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.

**31.05**

Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

**31.06**

An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

**31.07**

Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of medical leave of absence without pay. The employees may request vacation credits be used at the expiration of paid sick leave benefits subject to Employer approval.

The Employer may require an employee on leave greater than fourteen (14) consecutive shifts to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work.

Where the Employer requires a medical opinion or forms to be completed one hundred percent (100%) of the cost will be borne by the Employer.

The Employers decision for further medical leave of absence without pay shall be in writing.

**31.08**

The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**31.09 Cash Pay-Out of Unused Sick Leave Credits**

Upon retirement or voluntary leave from the workforce as defined in Article 42 - Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement. This provision will not apply to new employees hired after March 31, 2018.

**31.10 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **31.11 Part-Time Employees**

All sick leave credits shall be paid in conformity with Article 31, and shall be pro-rated.

## **ARTICLE 32 - EDUCATIONAL LEAVE**

### **32.01 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

### **32.02 In-Service Education**

The parties recognize the value of in-service both to the employee and the employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **32.03 Employee Requested Long Term Leave**

After three (3) years' continuous service, an employee may request an unpaid leave of absence for up to two (2) years to take educational courses relating to the delivery of health care subject to the following provisions:

- a) Where the education would directly benefit the employer.
- b) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- c) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- d) Notices granting such requests shall be given by the Employer in writing.
- e) Should the employee wish to return to work prior to the end of the leave date they must provide thirty (30) days' notice.

### **32.04 Paid Education Leave**

- A) The Employer recognizes the desirability of providing a climate for employees to improve their education level and enhance their qualifications in order to enhance their opportunities for advancement.
- B) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications.
- C) Paid education leave may be utilized to attend courses which are necessary to maintain an employee's current certification, registration or licence, required by the approved benchmark. It may also be utilized to sit exams for relevant professional courses.
- D) Provided that the courses or exams are necessary to obtain a qualification set out on an approved benchmark for a job that might reasonably be available at the Employer's worksite, an employee with at least three (3) years of service with the Employer may also utilize paid education leave to improve their education level and qualifications in order to enhance her/his opportunities for advancement with the Employer.
- E) Upon approval of the course, the Employer will grant two (2) days education leave of absence with

pay (at straight time rates), to a maximum of fifteen (15) hours. Premium pay does not apply under this article. Paid education leave is not to exceed two (2) days (15 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year.

## **ARTICLE 33 - JURY DUTY**

### **33.01**

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits for a period of up to five (5) days. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed ~~his/her~~ **their** regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

## **ARTICLE 34 - LEAVE – UNPAID**

### **34.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **34.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence of up to one (1) year, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

### **34.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall have their benefits and seniority reinstated upon expiration of the unpaid leave.

### **34.04 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

Employees seeking election in a Municipal, Provincial Federal, Aboriginal, First Nations or other election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.

Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.



## **ARTICLE 35 - MATERNITY AND PARENTAL LEAVE**

### **35.01 Maternity Leave**

- A) Pregnancy shall not constitute cause for dismissal or change in condition of their employment.
- B) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- C) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner, midwife or nurse practitioner. The maternity leave shall commence immediately upon the birth if it occurs prior to the timeline outlined above. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of the pregnancy, unless a shorter time is requested by the employee and granted by the Employer.
- D) An employee shall make every effort to notify the Employer in writing of the expected date of birth. Such notice should be given at least four (4) weeks prior to the expected date of birth. In addition, the employee must specify whether they have elected for standard or extended parental leave benefit coverage as per the Employment Insurance Act.
- E) Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- F) The Employer may require the employee to provide a certificate from a doctor, midwife or nurse practitioner indicating the employee's general condition during pregnancy along with the expected date of confinement.
- G) An employee is entitled to maternity leave up to seventeen (17) consecutive weeks without pay (see also Article 35.03 – Parental Leave).
- H) 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, they are unable to return to work when their leave ends under 35.01. (see Parental Leave 35.03 (a)).

### **35.02 Maternity Leave Allowance**

- A) An employee who qualifies for maternity leave pursuant to Article 35.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- B) Pursuant to the Supplemental Benefit (SEB) Plan, the maternity leave allowance will consist of:
  - i) One (1) week at eighty seven (87%) percent of the employee's basic pay;
  - ii) Sixteen (16) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty seven (87%) percent of the employee's basic pay.

Note: For the purpose of Article 35 only, “Basic Pay” is defined as the employee’s weekly earnings based on the rate of pay (in accordance with the applicable wage schedule) and the employee’s regular schedule.

### **35.03 Parental Leave**

- A) The employee will make every effort to provide four (4) weeks written notice and the employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61)) consecutive weeks in the case of birth mother who takes maternity leave under article 35.01, provided such leave is concluded within seventy-eight (78) weeks of the child’s birth. The leave period may be extended by an additional five (5) weeks where the employee’s claim is extended pursuant to section 51(2) of the *BC Employment Standards Act*.
- B) Parents shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under article 35.01) parental leave between them. In such case the employee will make every effort to advise the Employer of the arrangements at least four (4) weeks prior to the commencement of the leave.
- C) Leave taken under this clause shall commence:
  - i) In the case of a mother, following the conclusion of leave taken pursuant to Article 35.01 or following the adoption; unless the employer and employee agree otherwise.
  - ii) In the case of the other parent, following the adoption or the birth of the child and conclude within the seventy eight (78) week period after the birth date or adoption of the child. The “other parent” is defined as the father of the child and/or spouse of the mother, including common-law spouse or one or both of the adoptive parents as defined by Article 2.03. Such leave request must be supported by appropriate documentation.

An employee’s combined entitlement to leave under Article 35.01 and 35.03 is limited to eighty-nine (89) weeks.

### **35.04 Parental Leave Allowance**

- A) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- B) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 35.03(b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five (75) percent of the employee’s basic pay.

### **35.05 Benefits Continuation**

- A) For leaves taken pursuant to Article 35.01 and 35.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- B) For the balance of the leaves taken pursuant to Articles 35.01 and 35.03 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer’s share of these premiums.

- C) An employee shall advise the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 35. An employee who does not return from leave and maintain employment for at least six (6) months will be required to pay back the maternity and/or parental allowance received, Supplemental Employment Benefit (SEB) Plan on a pro-rata basis.

### **35.06 Entitlements Upon Return to Work**

- A) Notwithstanding Article 28 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 35.01 and 35.03. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.06 - Vacations Non-Accumulative.

- B) Upon return to work, the employee shall continue in their former position without loss of perquisites.

### **35.07 Casual Employees**

Casual employees shall not be required to be available for shifts for up to seventy-eight (78) weeks following the birth or adoption of a child pursuant to Article 35.01 and 35.03. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for up to an additional eleven (11) weeks pursuant to Article 35.01 (h) or 35.03 (a). The employer shall not terminate casual employment for the duration of this period as a result of this Article.

Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the Employer with notice consistent with Article 35.

## **ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY**

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Union agree to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the *Occupational Health and Safety Regulation* is readily available at each worksite for reference by all workers and will ensure that workers are aware of the on-site location where the Regulation is available for viewing.

### **36.01 Occupational Health and Safety Committee**

- A) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Meeting minutes will be sent to [ohsreports@bcu.org](mailto:ohsreports@bcu.org). Minutes shall be posted for the information of employees.
- B) 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. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations. While members are attending to a meeting or business of the committee, an on-shift staff member shall have their workload adjusted.
- C) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for

a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Troubleshooter for a written recommendation.

- D) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- E) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff. The Employer will work with the Joint Occupational Health and Safety Committee (JOHSC) to develop and maintain policies, procedures and tools related to safety.

The Employer will provide orientation and annual in-service (or more frequently if necessary), which is necessary for the safe performance of work, including universal precautions, exposure control and Infection Protection and Control (IP&C) Guidelines, the safe use of equipment, safe techniques for lifting and supporting patients/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 (PPE) safety clothing and equipment of the size and type required for each employee. The quantities, types and sizes of PPE required to be stocked and available shall be as recommended by the Occupational Health & Safety Committee and - or the BC Centre for Disease Control or like organization.

- F) In-service training will include definitions of commonly encountered infectious processes in long term care settings, as well as precautions (standards, contact, airborne, blood borne, droplet) to be observed, personal protective equipment (PPE) and cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.
- G) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- H) Where an employee is appointed to serve on the Occupational Health and Safety Committee for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which they serve on the Committee. This additional day of paid education leave will be used to attend safety courses sponsored by the Worker's Compensation Board or the Joint Occupational Health and Safety Agency or other courses mutually agreed to by the Employer and the Union at the local level.

### **36.02 Aggressive Patients/Residents**

- A) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will 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.
- B) In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's aggressive behaviour will be provided by the Employer. The appropriate

Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents.

- C) Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work related, traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.
- D) The Employer agrees to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work.

### **36.03 Vaccination and Inoculation**

- A) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- B) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- C) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.

### **36.04 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### **36.05 Medical Examinations**

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

### **36.06 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

### **36.07 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation. In situations where employees are absent and have not been replaced and where the work demand has not reduced, the Employer will provide work prioritization to employees in the same unit who are at work during the absence.

The employer will make all reasonable efforts to fill absences if the workload is significantly impacted during the absence.

In any unit, in instances where there is additional patient demand or over census status the Employer will call in additional employees, as deemed necessary by the Employer, to meet the demands or patient needs.

### **36.08 Violence Program**

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The Committee will make recommendations to the Employer to implement the use of tools, policies and procedures for the prevention of violence at the workplace. The program will include but not limited to: The program will include:

- a) The development of control measures and guidelines regarding violence prevention.
- b) An annual report of violence prevention activities which will be posted at the worksite.
- c) Quarterly audit of the violence incidents, trends and the effectiveness of the violence prevention program.
- d) Risk assessments and the reporting of them;
- e) the development and implementation of an education and training plan for all staff, on violence prevention.
- f) Ongoing employee education and training.

The committee will seek advice as required from subject matter experts, as necessary.

### **36.09 Respectful Workplace**

The parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. All complaints about lack of respect in the workplace shall be taken seriously and addressed in a timely manner.

A Respectful Workplace is characterized by:

- A) The absence of workplace bullying behaviours which include but are not limited to: shouting, speaking with a condescending voice, emotional tirades, spreading rumours, gossiping or damaging a person's reputation.
- B) Inclusion - of people with different backgrounds, cultures, strengths and opinions;
- C) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- D) Absence of harassing behaviours which include but are not limited to: inappropriate gestures, comments, intimidation, or conduct that might reasonably be expected to cause embarrassment, insecurity, discomfort, offence, or humiliation.
- E) Support – employees will be supported to learn respectful workplace skills and provided resources to follow the Respectful Workplace Policy at the worksite. The employer will review the Policy annually with employees and take steps to prevent and minimize harassment and bullying at the worksite.

The Employer will publish a clear policy for promoting and maintaining a respectful environment. This policy will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behaviour, aggression and violence, in keeping with the *Human Rights Code* and WorkSafeBC. The policy shall include at a minimum definitions of the above, clear reporting mechanisms, and a formal and informal resolution process.

### **36.10 Communicable Diseases**

Upon discovering or suspecting the presence of an infectious disease in the workplace, the Employer shall immediately inform all employees. The notification protocol must provide for the timely notice to employees and contract staff, whether on duty or not. The notification will include written direction regarding the specific control measures that are or will be put in effect. Copies of all written directions shall be forwarded to the office of BC Nurses' Union.

The Occupational Health & Safety shall meet within forty-eight (48) hours of the Employer learning of the presence of an infectious disease at the workplace.

If the employee is infected at work, the Employer shall file the appropriate report with WorkSafeBC and assist the employee in filing a claim.

Employees working at alternate worksite(s) must advise the Employer if their alternate worksite(s) is in outbreak as confirmed by the Health Authority or Medical Officer of Health.

If employees are required to wear gowns, aprons or other protective coverings, the Employer shall provide facilities for employees to change into and out of their personal protective equipment.

### **36.11 Psychological Health & Safety**

The employer will implement in each of their workplaces the Psychological Health and Safety Standard program to prevent and protect workers from psychological harm. A psychologically healthy workplace is one that promotes workers' psychological well-being and actively works to prevent harm to workers' psychological health.

The employer must meaningfully consult with the union in identifying the problems, creating reporting process, investigation and developing a plan to control risks affecting psychological health and safety in the workplace.

### **36.12 Equipment, Electronic Devices & New Technologies**

The Employer shall ensure that any equipment, electronic devices or new technologies or facility required for use in conjunction with Video Display Terminals (VDTs) shall meet the standards required by the Workers' Compensation Board.

## **ARTICLE 37 - HEALTH CARE PLANS**

### **37.01 Medical Services Plan**

- A) Eligible employees and dependents (including common-law spouse) shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.
- B) An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Services Plan is agreeable and the extra premium is paid by the employee through payroll deduction.
- C) Membership in the health care plan shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment.

### **37.02 Dental Plan**

- A) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty

percent (60%) of the costs of the orthodontic plan (Plan C). Orthodontic services are subject to a life-time maximum payment of three thousand dollars (\$3,000.00) per eligible employee or eligible dependant with no run-offs for claims after termination of employment.

The dental plan shall cover employees, their spouses and children.

The Employer shall provide a mutually acceptable dental plan and pay one hundred percent (100%) of the premium.

### **37.03 Extended Health Care Plan**

A) The Employer shall provide a mutually acceptable dental plan and pay the monthly premiums for extended health care coverage for employees and their families.

There shall be coverage for eye glasses and hearing aids. Eye exams including refraction, once every two (2) years and allowance for vision care will be three hundred dollars (\$300.00) every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be seven hundred dollars (\$700.00) every five (5) years per eligible employee or eligible dependant.

## **ARTICLE 38 - LONG-TERM DISABILITY INSURANCE PLAN**

### **38.01**

The Employer shall provide a mutually acceptable long-term disability insurance plan.

### **38.02**

The plan shall be as provided in the Addendum – Long-Term Disability Insurance Plans.

### **38.03**

The Employer shall pay one hundred percent (100%) of the premium.

## **ARTICLE 39 - GROUP LIFE INSURANCE**

### **39.01**

The Employer shall provide a mutually acceptable group life insurance plan.

### **39.02**

The plan shall provide \$50,000.00 insurance coverage for post-probationary employees.

### **39.03**

The plan shall include provision for employees to continue the payment of premiums after retirement or termination.

### **39.04**

The plan shall also include coverage for accidental death and dismemberment.

### **39.05**

The plan shall be as provided in the Addendum - Group Life Insurance Plan.

### **39.06**

The Employer shall pay one hundred percent (100%) of the premium.



## **ARTICLE 40 – MUNICIPAL PENSION PLAN**

### **40.01 Municipal Pension Plan**

Regular employees shall be covered by the provisions of the Municipal Pension Plan. Regular full-time employees shall be entitled to join the Municipal Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment.

Regular part-time employees who are not now enrolled in the Plan, and any new regular part-time employees, may, either now or at the time of hiring, decline to be enrolled in the Plan for the period of their part-time employment, consistent with the provisions of the Municipal Pension Plan.

### **40.02**

The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical, Extended Health Benefits and Dental coverage. It is understood that this shall be at no cost to the Employer.

## **ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE**

### **41.01**

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

## **ARTICLE 42 - SEVERANCE ALLOWANCE**

### **42.01 Employees Who Qualify Defined**

This provision applies only to employees hired prior to March 16, 2017.

A) A severance allowance shall be paid to each employee who has completed twelve (12) years' service prior to the date of ratification of this agreement and who:

- (1) Voluntarily leaves the Employer's workforce after their fifty-fifth (55th) birthday, or
- (2) Was in the work force prior to April 1, 1963 and exercises the option of retiring under the provisions of the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules* at age fifty-five (55) or any subsequent age up to sixty (60), or
- (3) Is terminated because the employee's services are no longer required due to closure of the health care facility, job redundancy, etc., except employees dismissed for cause, or
- (4) Dies in service.

B) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.

C) Eligibility shall not be dependent upon participation in or contribution to the Municipal Pension Plan.

- D) Regardless of length of service, a severance allowance shall be paid to an employee (enrolled under the provisions of the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules* who is required to retire because of medical disability as defined under the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.
- E) Regardless of length of service, in the case of an employee not enrolled in the Municipal Pension Plan, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.

**42.02 Definition of Service Related to Calculation of Severance Allowance Monies**

- A) An employee’s service shall be calculated from the initial date of employment as a regular full-time or regular part-time employee.
  - (1) An employee voluntarily terminating their service and who is later hired by the Employer within three hundred sixty-five (365) calendar days shall have continuous service for purposes of severance allowance, subject to C) below;
  - (2) An employee whose service is terminated by the Employer (except employees dismissed for cause) and who is later hired within three hundred sixty-five (365) calendar days by the Employer shall have continuous service for purposes of severance allowance, subject to (c) below.
- B) Length of service shall include paid sick leave, annual vacations, paid holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 34.03 - Unpaid Leave – Affecting Seniority and Benefits. Length of service shall also include accrued annual vacation and paid holidays at the date of termination.
- C) The same period of service cannot be used more than once for calculating severance allowance.

**42.03 Calculation of Severance Allowance Monies**

Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week’s pay for every two (2) years of service to a maximum of twenty (20) weeks’ pay.

Proportionate payments shall be paid for service less than two (2) years.

**ARTICLE 43 – VOLUNTEERS**

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

**ARTICLE 44 – LEAVE – UNION**

**44.01 Union Leave of Absence**

An employee on an unpaid Union leave of absence shall have their 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.

Where there are less than fifteen (15) regular employees at the worksite at the time the leave request is submitted, and subject to operational requirements, unpaid Union leave of absence will be granted to one employee for the purpose of conducting Union business. For item C) unpaid union leave of absence will be granted to two (2) employees. This would be an additional person on Union leave at the worksite where the position of the Union President or Council member has been backfilled for the duration of their term of office.

A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:

- a) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
- b) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;
- c) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commission hearings and arbitrations.
- d) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.
- e) selected by the Union or its members as a delegate to attend regional Bargaining Conference.
- f) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite.
- g) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 34 – Leave – Unpaid.
- h) 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 they hold the position.

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

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

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

## **ARTICLE 45 - PRINTING OF THE AGREEMENT**

### **45.01**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the Employer shall make available copies of the Collective Agreement in booklet form to all of its employees.

The agreement shall be printed in a Union shop and bear a recognized Union label. The Union and Employer shall agree on the size, print, colour and cover of the Agreement prior to it being printed.

The Employer and the Union shall each bear one-half of the printing costs. Printing shall be completed as soon as possible after the signing of the Collective Agreement.

**ARTICLE 46 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

**46.01**

Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

**46.02**

The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

**46.03 Wage Schedule**

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2019 to March 31, 2022.

LPN	Start	1st Year	2nd Year	4th Year	6th Year	8th Year
Current	26.64	27.47	28.30	28.86	29.15	29.42
April 1, 2019	27.18	28.02	28.87	29.44	29.73	30.01

When levelling ends the following wage schedule will apply:

1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year
\$28.27	\$29.15	\$29.75	\$29.94	\$30.44	\$30.62	\$30.94	\$31.14	\$31.48

**46.04 Increments**

- A) Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.
- B) All employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
- C) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

**46.05 Pay Days**

Employees shall be paid by direct deposit every second Friday subject to the following provisions:

- A) Pay statements given to employees on their pay day shall include the designation of paid holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, vacation credits, overtime banks and an itemization of all deductions.
- B) When a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.

#### **46.06 Effective Date of Wages and Benefits**

All new provisions shall be effective from date of ratification, unless otherwise specified in this Collective Agreement.

#### **ARTICLE 47 - PROFESSIONAL RESPONSIBILITY**

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

- A. Care concerns;
- B. Safety of residents and staff; and
- C. Workload.

##### **Step One:**

An employee with a concern will discuss the matter with their excluded supervisor or designate with the objective of resolving the concern. At their request, the employee may be accompanied by a shop steward.

##### **Step Two:**

If the matter is not resolved to their satisfaction, the employee may submit the Professional Responsibility Complaints Form to their excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of their discussion with their excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a shop steward or Union Representative. The Head of Nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

##### **Step Three:**

If the matter is not resolved to the employee's satisfaction, the employee may re-submit the Professional Responsibility Complaints Form to the Executive Director, and the Union. The Executive Director and/or the Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a shop steward or Union Representative. The Executive Director and/or Head of Nursing or a designate from nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

##### **Step Four:**

If the concern(s) is not resolved to the employee's satisfaction, the employee may refer the matter to the Board of Directors within seven (7) calendar days of receipt of the response in Step 3. The member or Union representative may make a written submission and/or a verbal presentation. All parties shall receive copies of any submission or documentation that may be provided to the Board.

The Board of Directors will review the submission and/or hear the verbal presentation at their next regularly scheduled board meeting and shall respond in writing to the Union within fourteen (14) calendar days. Copies of the response shall be forwarded to the employee, Union representative and the Executive Director.

##### **Step Five:**

If the concern(s) is not resolved to the employee's satisfaction, the Union may refer the matter at step three of the grievance procedure (Article 9 - Grievance Procedure). The concern(s) will be considered resolved when the grievance process is exhausted including Article 9, 10 and 11 and any appeal processes.

Kiwanis Village Lodge  
BC Nurses' Union  
PROFESSIONAL RESPONSIBILITY (PRF) FORM

Conversation with Manager:

Manager's Name:

Conversation Date:

Response from Manager:

Date:

Matter not resolved to nurse's satisfaction; PRF submitted to PRF Committee on (Date):

**1. General Information:**

This PRF is related to (please tick all that apply):

Nursing practice concerns     Safety of patients/clients/residents and nurses     Workload

Name(s):

Date of Incident:

Location:

**2. Summary of Concern(s) and Contributing Factors:**

*Describe the concern(s). Specify nursing care that could not be done. Explain actual or potential hazards or situations that resulted from the concern(s). Attach additional pages as required. Use point form and avoid acronyms.*

Extra page(s) attached:    Y        N   

**3. Employee Recommendation(s):**

*Summarize your suggestions for ways of resolving the concern(s) or preventing its recurrence. Prioritize your recommendations in order of relative importance (e.g., 1, 2, 3 - Be specific and think creatively). Attach additional pages as required*

Extra page(s) attached:    Y        N   

**4. Corrective Action:**

<i>ACTION AND RESULT</i>	<i>TAKEN BY: NAME / POSITION</i>

**5. Attempted Remedy:**

Were Issues Resolved?            Y        N        Partially   

If Yes, please list. Attach additional pages as required.

Extra page(s) attached:            Y        N   

Please keep original PRF and send copies to:

- Manager
- BC Nurses’ Union Labour Relations Officer
- Union Steward
- Regional Chair
- PRF Committee Chair

**ARTICLE 48 - JOB SECURITY – NO CONTRACTING OUT**

The Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit.

**ARTICLE 50 - JOB SHARING**

**50.01 Preamble**

To establish provision for two (2) regular employees to voluntarily “job share” a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.

**50.02**

A “Job Sharing Arrangement” refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

**50.03 Participation**

The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be establish at the work site.

**50.04**

Employees may initiate a request for job sharing in writing (subject to clause 50.05 and 50.06 below).

**50.05**

Upon approval by the Employer of a request to job share, a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.

Job shares will be within the same department and classification except where the Employer and Union agree in good faith.

**50.06**

A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 50.03, 50.04 and 50.05 above.

**50.07**

For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to the Collective Agreement, except for employees who are participating in a job share on their home unit, department or program and have already completed their qualifying period.

**50.08 Maintenance of Full-Time Positions**

Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.

**50.09**

Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement.

**50.10**

If one job sharing partner decides to discontinue participation in a job share, they must give thirty (30) days' notice and they will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis.

Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made. The period of thirty (30) days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full-time.

If they do not wish a full-time position and no job sharing partner is found, then they would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.

**50.11**

If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.

**50.12**

The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.

**50.13 Schedules and Job Descriptions**

A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.

**50.14**

Job descriptions for the job sharing partners will be identical.

**50.15**

The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.



**50.16**

Once established, the position of hours shared may be altered by mutual agreement of the parties.

**50.17 Benefits**

As a general principle and unless otherwise revised, the employees will neither gain nor lose any benefits presently contained in the Collective Agreement.

**50.18**

Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.

**50.19**

Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

**50.20 Relief**

Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

## **ADDENDUM**

### **RE: CASUAL EMPLOYEES**

- A) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
- (1) Vacation relief;
  - (2) Sick leave relief;
  - (3) Education relief;
  - (4) Maternity leave relief;
  - (5) Compassionate leave relief;
  - (6) Union business relief;
  - (7) Educational leave relief;
  - (8) Such other leave relief as is provided by the Collective Agreement; or
  - (9) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.
- B) Casual employees shall be called in to work in the order of their seniority provided they have submitted their availability and that they are registered to work in a job classification applicable to the work required to be done.
- C) Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.
- D) (a) A casual employee who is appointed to fill a position under C) shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
- (b) Where a job posting is filled by a casual employee under C) and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph N) of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position. The casual may choose to accrue vacation pay (20 days per year) instead of being paid on each cheque. The employee will advise the employer if they want to continue to receive vacation pay 8% on each cheque or accrue vacation time. Vacation requests will be filled based on operational requirements. Accrued vacation not used during the temporary position will be paid out.

If the casual moves from one temporary position to another temporary position with a break of less than fourteen (14) days their regular status will continue to the next temporary position without interruption to benefits or accruals.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

Article 37, Section 37.01 - Medical Services Plan

Section 37.02 - Dental Plan  
Section 37.03 - Extended Health Care Plan and Life Insurance

Coverage under this section 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.

Vacation planned prior to accepting a temporary appointment or position will be honoured.

- E) Casual employees are entitled to all benefits of this Agreement except the following:
- (1) Article 13 - Probationary Period;
  - (2) Sections 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09 and 14.10 of Article 13 Promotion, Transfer, Demotion, Release;
  - (3) Article 17 - Technological, Automation and Other Changes;
  - (4) Article 19 - Scheduling Provisions except 19.01(e);
  - (5) Sections 21.09 and 21.10 of Article 21 - Overtime;
  - (6) Sections 28.03 and 28.04 of Article 28 - Vacations;
  - (7) Article 29 - Compassionate Leave;
  - (8) Article 31 - Sick Leave, WCB, Injury-On-Duty;
  - (9) Article 32 - Educational Leave;
  - (10) Article 33 - Jury Duty;
  - (11) Article 34 - Leave - Unpaid;
  - (12) Article 35 - Maternity Leave; (*Employment Standards Act*);
  - (13) Article 37 - Health Care Plans; (see point N) below);
  - (14) Article 38 - Long-Term Disability Insurance Plan;
  - (15) Article 40 - Municipal Pension Plan, except as otherwise provided by legislation; and
  - (16) Article 42 - Severance Allowance.
- F) Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.

Casual employees while receiving Workers' Compensation benefits (wage loss replacement and rehabilitation benefits) or while on an approved maternity/parental absence 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 leave or WCB illness or accident calculated as follows:

- (1) Determine the number of hours worked in the twelve (12) month period.
- (2) Divide by fifty – two (52) weeks;
- (3) Multiply by the number of weeks on approved Workers' Compensation benefits (wage loss replacement and rehabilitation benefits or approved maternity/parental absence), as applicable.

If the employee has held casual status for less than twelve (12) months preceding the date of the approved absence as set out above, then the shorter period will form the basis of the calculation.

- G) The manner in which casual employees shall be called to work shall be as follows:
- a) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

- (1) Casuals shall be required to provide their availability for work, in writing, no later than 15th day of each month. for the following month. The employer will only call casuals for shifts which the employee has identified as available.
  - (2) Casual employees shall be entitled to change their availability as needed.
- b) The Employer shall call by either telephone or cellular phone (or pager by mutual agreement) only those casual employees who are registered in the classification registry applicable to the work required to be done and who have provided their availability for the shift, at a number provided by the employee. The Employer shall commence by calling the most senior available employee in the classification registry.

Where the senior available casual on the register, to be called, is at the Employers worksite they will be canvassed before proceeding to the next senior available casual.

Employers may agree at the local level to develop a system to contact eligible employees who are already at work. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.

- c) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
- d) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior available employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- e) As an alternative to Sections G) b), c) and d), an Employer may utilize alternate methods for the assignment of casual work, provided that:
  - i) The assignment of work shall be by seniority of available employees;
  - ii) If the alternate methods provide for multiple means for contacting employees (eg. Email, text, pager, etc.), the employee shall be entitled to select their preferred means of contact, with the employer keeping a record of the employee's selection;
  - iii) If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Sections G) b), c) and d), and;
  - iv) Any such alternate methods shall track the information required by Section G) c) above; and

Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.

- H) Casual employees shall not be dismissed except for just and proper cause.
- I) Casual employees may be laid off from the casual list in the reverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- J)
  - a) The master casual employee seniority list and each classification registry shall be revised and

updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

- b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- c) Within two weeks of each adjustment date the Employer shall send to the Union a revised copy:
  - (1) Of the master casual seniority list; and
  - (2) Of each classification registry maintained by the facility.

K)

- a) Except for regular employees who transfer to casual status under Section O), casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
- b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period pursuant to Article 13 – Probationary Period of this Agreement.
- c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13 - Probationary Period.

L) For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

- a) Dividing their number of seniority hours by a factor of 7.5 (or by a factor of 7.0 in the event that the hours of work of regular employees under Article 20 shall be reduced to 35) which shall be deemed to be the number of days worked; and then;
- b) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
- c) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Worker's Compensation Benefits.

M) Casual employees shall receive twelve point eight (12.8%) of their straight time pay in lieu of scheduled vacations and paid holidays.

N)

- a) Upon completion of one hundred and eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans:
  - (1) medical services plan;
  - (2) dental plan;
  - (3) life insurance
  - (4) extended health plan.

An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them. This provision is subject to the agreement of the benefit carrier.

- b) Where a casual employee subsequently elects to withdraw from the benefit plan or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.
- O) A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours.
- P) Sick leave credits accumulated under the provisions of Article 31.12 – Part-Time Employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.
- Q) Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than fourteen (14) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee under the provision of Articles 14.05, 27.09, 28.09, 30.02 and 31.12 of the collective agreement.
- R) Casual employees shall move to the increment step indicated by (1950) accumulated hours of service with the Employer.

## **ADDENDUM**

### **RE: RETURN TO WORK PROGRAMS**

#### **Preamble**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

#### **Mutual Commitment**

The Employer and the Union are committed to a safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates.

#### **Participation**

Employees may enter, withdraw and re-enter the program, and an employee's participation or non-participation will not be the basis for any disciplinary action. Participation must include the consent of the employee's physician.

#### **Consultation**

Prior to entry into a return to work program, the employer, the employee and the union-designated representative(s) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and to the Union.

#### **Supernumerary**

An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees of the Employer.

#### **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed.

The Employer shall not have contact with the employee's physician, without the employee's consent.

#### **Program Coverage**

The return to work program will be available to WCB claimants, convalescent employees and injured employees.

#### **Types of Initiatives**

Return to work programs may consist of one or more of the following:

- (1) Modified Return to Work: Not performing the full scope of duties.
- (2) Graduated Return to Work: Not working regular number of hours.
- (3) Rehabilitation: Special rehabilitation programs.
- (4) Ergonomic Adjustments: Modifications to the workplace.

#### **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

## **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below. Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 37 – Health Care Plans.

Employees engaged in a return to work program will fall into one of three (3) groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

- A) Employees who have been approved for Leave - Workers' Compensation:
  - i) Receive full salary and all benefits pursuant to Article 31 – Sick Leave, WCB, Injury On Duty.
  
- B) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits:
  - i) Receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.
  
- C) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB claim:
  - i) Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.

## **No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Workers' Compensation.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings.



**ADDENDUM**

**RE: LIFE INSURANCE, EXTENDED HEALTH CARE and DENTAL PLAN**

(Great-West Life Policy: 407286 February 1, 2019)

**Note:** This is a summary of benefits. For pre-authorization and plan details please contact Great-West Life

Basic Life/ Accident Death and Dismemberment (disability waiver)	\$50,000 (\$10,000 casualls) reduce at age 65 by 50%; Termination at age 71 or retirement (conversion available on or before age 65, apply within 31 days)
Long Term Disability	Preexisting condition 1 yr. wait period; 66.67% of monthly earnings to max of \$5000; waiting period 112 days; to age 65. Taxable.
Health Care	Deductible per year: None: Coordination of benefits.
Prescription Drugs	80% or 90% at Costco with prescription drug identification card.
Paramedical Services	\$500 per service per year. Acupuncture, Chiropractor, Naturopath, Speech Therapist, Podiatrist, Massage Therapist, Physiotherapist, Osteopath, Psychologist, Social Worker, Dietician.
Hospital: Semi-Private room	100%
Vision and Eye exams	\$300 every 24 months; Exams every 24 months
Medical Supplies	See booklet or contact Great-West Life; some items may need preauthorization or prescription. Hearing aid \$700 every 5 years.
Employee Assistance Program	LifeWorks (includes dependents) 24 hrs. a day, 7 days a week. Counselling; Trauma Response Service; Child and Elder Care Issues; Legal Issues; Financial Issues; Nutritional Information; Health Coaching.
Out-of-Country Emergency	60 days per trip, unlimited
Dental Care	No deductible; Basic 100% and Major 60% using current fee guide; recall period 6 months; Benefits set on 12 month period, not calendar year. See booklet or contact Great-West Life for cap or preauthorization.
Orthodontics	Lifetime max: \$3,000.00 (for employees and dependents).
Survivor Benefits	24 months
Other Services and Supplies	Great-West Life can, on such terms as it determines, cover services or supplies not otherwise covered under this policy where the service or supply represents reasonable treatment.
Appeals	Within 1 year of initial denial of insurance or a benefit. Must be in writing and include reasons for believing the denial to be incorrect.

## **MEMORANDUM OF AGREEMENT #1**

### **RE: SHIFT SCHEDULING AND ROTATIONS**

The parties agree there is value in the Employer considering the preferences of employees during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction. The Employer and Union will identify and work to reduce five (5) consecutive shift rotations.

Accordingly, the Employer shall consider the preferences of employees in the development of schedules and rotations that address employee concerns, that enhance patient/resident care and service delivery, and that meet operational requirements.

## **LETTER OF AGREEMENT**

### **BC COLLEGE OF NURSES AND MIDWIVES DUES**

For the BCCNM 2022 Registration year the Employer will reimburse current full-time employees at twenty five (25%) percent of the submitted receipt and prorated for part-time employees.

Current regular employee is defined as an employee owning or working in a regularly scheduled position at the registration payment deadline.

SIGNED ON BEHALF OF THE UNION:	SIGNED ON BEHALF OF THE EMPLOYER
<i>Please sign on line above your name</i>	<i>Please sign on line above your name</i>
Laura Anderson, BCNU Negotiator	Tony Arimare, Consultant
Celeste Young, BCNU Bargaining Committee	Lori Walker, Executive Director
Christopher Burnett, BCNU Bargaining Committee	Heiko Behn, Board Chair
Date: <b>November 18, 2021</b>	Date: <b>November 1, 2021</b>

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