

**MADISON**

**2017-**

**2022**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**MADISON CARE CENTRE**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

August 1, 2017 – July 31, 2022



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## ARTICLE 1 – PREAMBLE AND DEFINITIONS

### 1.01 Preamble

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Agreement.
- B) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- C) Where the asterisk (\*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced (example: six (6) months equals ten (10) work days; reference Article 35 – Leave – General).

### 1.02 Definitions

**CALENDAR DAY** means a twenty-four (24) hour period ending at midnight.

**CALENDAR YEAR** means a period of twelve (12) consecutive months commencing on the first day of January.

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

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

**DAY SHIFT** means a shift in which the major portion occurs between 0700 and 1500 hours.

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

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

**EMPLOYER** means Madison Care Centre.

**EVENING SHIFT** means a shift in which the major portion occurs between 1500 and 2300 hours.

**HEAD OFFICE** means the head office of the British Columbia Nurses' Union.

**NIGHT SHIFT** means a shift in which the major portion occurs between 2300 and 0700 hours.

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

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

**SHIFT** means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

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

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

**UNION** means The British Columbia Nurses' Union.

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

**WORKSITE** means Madison Care Center.

**YEAR** means a period from any given date in one month to the immediately preceding date twelve (12) months later.

**TOUR OF DUTY** means one or more completed shifts.

## **ARTICLE 2 – PURPOSE OF AGREEMENT**

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

All parties to the Agreement share a desire to provide quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 General Rights**

The management of the Employer's operations 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.

### **3.02 Employer Policies**

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

## **ARTICLE 4 – UNION RECOGNITION**

### **4.01 Union Recognition**

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

### **4.02 Scope of Agreement**

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

## **ARTICLE 5 – UNION SECURITY**

### **5.01 Security**

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

### **5.02 Union Deductions**

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall

provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

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

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

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

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

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

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

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

### **6.01 Individual Agreement**

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

### **6.02 Contracting Out**

The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

### **6.03 Employer's Business**

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

### **6.04 Stewards**

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

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

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

The Union shall supply the Employer with a list of the names of the stewards and shall

advise the Employer of changes to that list, such changes to be made in writing.

**C) Duties and Responsibilities**

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

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

**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 operations of the worksite.

**6.05 Union Representative Visits**

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

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

**6.06 Superior Benefits**

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

**6.07 Personnel File**

**A) Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files (see Article 16.03 – Records Removed).

**B) Union Representative or Steward Access**

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

**C) Confidential Nature of Personnel File**

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

**6.08 Copies of the Collective Agreement**

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

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

**6.09 New Employees**

At the time of hire, the Employer agrees to acquaint new employees with the fact that an 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 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 a reasonable 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.

**6.10 List of New and Terminating Employees**

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

**6.11 Bulletin Boards**

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

**ARTICLE 7 – STRIKES OR LOCK-OUTS**

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

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

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

### **8.01 Composition of Committee**

A Union/Management Committee shall be established. The Employer and the Union shall each appoint 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.

### **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 Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

## **ARTICLE 9 – GRIEVANCES**

### **9.01 Discussion of Differences**

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

### **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01 other than for the suspension or dismissal of employees and Application disputes under Article 9.03 or 9.05.

**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 Industry Troubleshooter, and/or Arbitration.

**Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- A) investigate the difference,
- B) define the issue in the difference, and
- C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The above named troubleshooters will be used on a rotating basis.

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

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

### **9.03 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 twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

### **9.04 Amending Time Limits**

If the time limits in Articles 9.02 and 9.03 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

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

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

#### **Step 1**

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

#### **Step 2**

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

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

### **9.06 Deviation from Grievance Procedure**

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

## **ARTICLE 10 – ARBITRATION**

### **10.01 Arbitration**

Authority of the Arbitration Board or Single Arbitrator:

- Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 – Grievances, to a Board of Arbitration, or a single arbitrator, either



of which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

- The decision of the single Arbitrator, or the decision of the majority of the Arbitration Board, as the case may be, shall be final and binding upon the Parties.

#### **10.02**

The Union will notify the Employer of its intent to arbitrate and its appointee to the Arbitration Board. The Employer will, within seven (7) calendar days, notify the Union of its appointee to the Arbitration Board.

#### **10.03**

By mutual agreement, the parties may elect for a single arbitrator in place of the Arbitration Board established in this Article. Selection of the arbitrator shall be done by the parties in a similar manner as set out in Article 10.02.

#### **10.04**

If the Employer and the Union do not elect a single Arbitrator, their respective two appointees will, within seven (7) calendar days, attempt to select a third person to act as Chairperson from the list of arbitrators set out in Article 10.09(K). By mutual agreement, the parties may select a Chairperson not named under this Article. If the two appointees fail to agree upon a Chairperson within this seven (7) day period, either party may request the Minister of Labour of British Columbia to make the appointment.

#### **10.05**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board or by the Employer.

#### **10.06**

Each party will be responsible for the expenses of its appointee. The expenses of the Chairperson or the single arbitrator will be shared equally between the parties.

#### **10.07**

A Board of Arbitration established under this Article of the Collective Agreement shall endeavour, within twenty (20) days from the completion of the hearings, to render a decision.

#### **10.08 Time Limits**

Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties. However, should the Union fail to present a grievance at any step within the time limits set out in the procedure, the grievance shall be deemed to be abandoned.

#### **10.09 Expedited Arbitration**

- A) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

- C) As the process is intended to be informal, lawyers will not be used to represent either party.
- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Heather Laing, Judy Korbin, Joan Gordon, or Chris Sullivan or any other as agreed to by the parties.
- L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

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

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer (reference Article 23.03 – Posting of Work Schedules).

Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

**11.01 Restriction of Employee Status**

The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 – Grievances.

**11.02 Regular Full-Time Employees**

**A) Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 24.01 – Hours of Work.

**B) Benefit Entitlement**

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

**C) Seniority**

Regular full-time employees accumulate seniority in accordance with Article 13.01(A) – Seniority – Definition.

**11.03 Regular Part-Time Employees**

**A) Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15) hours or equivalent per week, but less than the full hours as provided in Article 24.01 – Hours of Work.

**B) Benefit Entitlement**

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees (reference Article 12 – Anniversary Date and Increments; and Article 44 – Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage).

**C) Seniority**

Regular part-time employees accumulate seniority in accordance with Article 13.01(A) – Seniority – Definition.

**11.04 Casual Employees**

**A) Definition**

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

- 1) Sickness relief
- 2) Vacation relief
- 3) Leave of absence relief
- 4) Relief pending a regular employee appointment (reference Article 17.02 – Temporary Appointments)
- 5) Temporary work load
- 6) Paid holiday relief
- 7) Overtime owing relief
- 8) Maternity leave relief

**B) Off Duty Rights**

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

**C) Letter of Appointment**

- 1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, notation of any specialist qualifications held by the employee, and the mutually agreed wards, in which the casual employee will work.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the requisite skills or orientation required to practice in that area.

- 2) **General Availability**

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revision. Such revision will occur once per year, or, if mutually agreed between the Employer and the employee, on a more frequent basis. The Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

- 3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

- 4) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.

- 5) **Orientation**

The Employer will provide casual employees with orientation to all the wards mutually agreed in the employee's letter of appointment.

**D) Casual Register**

- 1) A casual employee shall be registered for work in those wards specified in the letter of appointment.

Casual employees may request placement on the register for additional wards. All such requests must be in writing.

When the Employer identifies a shortage of casual employees on a particular ward, they will consider requests for placement on the register for those wards, from existing

casual employees before hiring additional casual employees. Such requests will not be unreasonably denied.

By mutual agreement with the Employer, casual employees will be added to the register for additional wards. Where such agreement has been reached, a revised letter of appointment shall be issued.

- 2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed wards/units in which the casual employee will work.
- 3) Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the worksite.
- 4) For the purposes of selection to a vacancy, the employer shall use seniority hours from the last date of the payroll period immediately prior to the posting closing date.

**E) Procedure for Casual Call-in**

- 1) The manner in which casual employees shall be called to work shall be as follows:
  - i) The Employer shall offer casual work as defined in Article 11.04(A) to casual employees in order of seniority providing the casual employee:
    - a) is registered for work in the ward where the work exists; and
    - b) has the qualifications and capabilities to perform the work being relieved; and
    - c) has been orientated to the ward.

Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

- ii) Notwithstanding (i) above, where the Employer has received twenty-four (24) hours or less notice of a vacancy creating relief work as per Article 11.04(A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

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

- iii) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- iv) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E)(1) above.

- v) **Telephone Call-in**
  - a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C)(3) above.
  - b) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E)(1). The Employer shall permit the telephone to ring a minimum of eight (8) times.
  - c) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
  - d) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.
- vi) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level, any combination of shifts.
- 2) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(1) by the Employer.
- 3) Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control.)

**F) Wage Entitlement**

- 1) Casual employees shall be paid in accordance with the wage schedule.
- 2) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1,950) worked for the Employer.
  - i) A casual employee hired having less than one (1) year's experience (1,950 hours) shall be placed at the first step of the increment scale.
  - ii) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(2) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1,950 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.
- 3) Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:
  - i) One annual increment for every 1,950 hours of previous experience minus one (1) increment for each year in excess of two (2) years to a maximum of a five (5) year

lapse. If more than five (5) years have lapsed, there shall be no credit for previous experience.

- 4) A regular employee who terminates her employment and is re-employed by the Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- 5) When a casual employee applies for and receives a regular position in the same worksite in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 49 – Previous Experience whichever is higher, and shall advance to the next increment on her anniversary date of employment.

**G) Benefit Entitlement**

**1) Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures (reference Article 9 – Grievances; and Article 10 – Arbitration).

**2) Vacation Pay and Paid Holidays**

Casual employees shall receive twelve point six percent (12.6%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

**3) Other Benefits**

Casual employees shall be paid any earned shift premium, special allowance, overtime, on-call, call-back and call-back travel allowance pay, isolation allowance, and premium pay for work on a paid holiday. The provisions of Article 52 – Payment of Wages; Article 57 – Wage Schedules; and Article 6.06 – Superior Benefits, apply to casual employees.

**4) Health and Welfare Coverage**

**i) Benefit Entitlement**

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

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

Where a casual employee subsequently elects to withdraw from the benefit plans, she must withdraw from all three (3) plans. Casual employees failing to maintain the required payments, shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll.

**ii) Benefit Premium Refund**

Subject to the following conditions, casuals shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the Employer at the appropriate rate for the coverage obtained. Such payment is a

reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

- a) In order to be eligible, casuals, once enrolled in the plan, must have worked nine hundred and thirty-nine point six (939.6) hours with the Employer during the yearly period October 1 to September 30.
- b) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.
- c) Employees failing to attain 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.
- d) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

**5) Benefits for Casual Employees in Temporary Appointments**

Where a job posting under Article 17.02(B) is filled by a casual employee and the casual employee occupies the position in excess of four (4) months, she will be entitled to the following benefits:

- i) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the eight percent (8%) vacation benefit is not to be paid out on every payday but accrued instead;
- ii) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 40.01 – Accumulation and be entitled to take such accrued sick leave in accordance with Article 40.02 – Payment; and
- iii) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(G)(4)(i) above for the period subsequent to the first thirty-one (31) days of the position. After the casual employee has filled the position for a period of 4 months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(G)(4)(i) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

- a) the regular incumbent returns to the position; or
- b) the casual employee is no longer working in the posted position.

Access to these benefits shall continue if the casual employee commences work in another temporary position with the Employer within seven (7) days from the end of the preceding temporary position.

**H) Seniority**

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1,950) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(B) – Seniority – Definition.

Casual employees, while receiving WorkSafeBC benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit



will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

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

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

**I) Probationary Period**

Newly hired casual employees will be probationary during their first three (3) months of employment or four hundred and eighty-seven (487) hours worked, whichever is greater.

## **ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS**

### **12.01 Definition**

Increment step means the annual gradation of wages within a classification as set out in Article 57 – Wage Schedules.

### **12.02 Anniversary Date**

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date (reference Article 6.06 – Superior Benefits; and Article 12.03 – Increments).

### **12.03 Increments**

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

## **ARTICLE 13 – SENIORITY**

### **13.01 Definition**

**A) Regular Employee**

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

**B) Casual Employee**

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1,950 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

### **13.02 Seniority - Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of WorkSafeBC benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity/parental leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) absence while on a long-term disability claim

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

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

- A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days. If during this period of ninety (90) calendar days, the position is deemed not a good fit for the employee by either the Employer or the employee, the employee shall be returned to her previous position within the BCNU bargaining unit without any loss or detriment to her wages, seniority, benefits etc.
- B) An employee temporarily substituting in an excluded position or within another bargaining unit shall continue to accumulate her seniority. The maximum term of any such substitution in an excluded position shall be no greater than six (6) months in length unless otherwise agreed to with the Union.

### **13.04 Seniority Lists**

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

The seniority list shall contain the following information:

- 1) name;
  - 2) status (regular full-time, regular part-time, casual);
  - 3) wage schedule classification;
  - 4) start date;
  - 5) total hours for casuals;
  - 6) job titles;
  - 7) worksite;
  - 8) Social Insurance Number (subject to (B) below).
- B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

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

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

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

### **13.05 Military Service**

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

## **ARTICLE 14 – PROBATIONARY PERIOD**

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

## **ARTICLE 15 – RESIGNATION OF EMPLOYMENT**

### **15.01 Employee Resignation**

- A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of resignation to a representative designated by the Employer with the authority to accept such written notice.
- B) In addition to the twenty-eight (28) calendar days notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to resign as soon in advance as possible.
- C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 43.03 – Scheduling of Vacation.
- D) Provided that twenty-eight (28) days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

### **15.02 Waiver of Notice**

The Employer may waive the written notice as set forth in Article 15.01, in which case Article 15.03 shall not apply.

### **15.03 Notice - Penalty**

A regular employee who fails to give twenty-eight (28) calendar days notice of resignation, and the notice requirement is not waived by the Employer, shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc.

### **15.04 Employer Terminations**

- A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination (reference Article 9.05 – Resolution of Employee Dismissal or Suspension Disputes).
- B) Employer terminations are subject to the grievance and arbitration procedure (reference Article 9 – Grievances; and Article 10 – Arbitration).

## **ARTICLE 16 – EMPLOYEE EVALUATION**

### **16.01 Evaluations**

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

### **16.02 Employee Rights**

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

### **16.03 Records Removed**

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

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

## **ARTICLE 17 – VACANCY POSTINGS**

### **17.01 Postings**

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

### **17.02 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued prerequisites when the temporary appointment ends.

### **17.03 Temporary Positions**

- A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- C) These positions will be posted and filled in accordance with Article 17.01. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

### **17.04 Regular Float Positions**

Where the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A) – Casual Employees – Definition the Employer will establish float positions. To ensure the full utilization of these float positions, the

Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 17.01.

A float nurse is a regular employee who is utilized for work as defined in Article 11.04(A) – Casual Employees – Definition on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite.

#### **17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status**

- A) Where an increase or decrease in hours is required in a unit/ward, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
  
- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of plus or minus (+/-) point zero six (0.06) or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

#### **17.06 Posting of Successful Candidate**

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope.

### **ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS**

#### **18.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.06 – Posting of Successful Candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

#### **18.02 Filling Vacancies**

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

### **18.03 Qualifying Period**

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

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

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

Upon returning to her previously held position, the employee shall receive her previously held hourly wage or the wage currently applicable to the position, whichever is higher. Further, the employee shall suffer no loss of seniority, benefits, etc.

### **18.04 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/ward 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
- F) violence prevention and procedures

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

### **18.05 Returning to Formerly Held Position**

#### **A) From Outside of Bargaining Unit**

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position (reference Article 13.03 – Employment in Excluded Positions and Within Other Bargaining Units).

#### **B) From Within Bargaining Unit**

A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

#### **C) Other Employees Affected**

Any other employee who was promoted or transferred as a result of the promotions or transfers as stated above, shall be returned to her formerly held position under the same terms and conditions as stated in (B) above.

### **18.06 Salary on Promotion**

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of two hundred dollars (\$200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

### **18.07 Increment Anniversary Date**

A promotion shall not change an employee's increment anniversary date (reference Article 12 – Anniversary Date and Increments).

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

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

### **18.09 Voluntary Demotion**

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

## **ARTICLE 19 – LAY-OFF & RECALL**

### **19.01 Lay-Off**

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

### **19.02 Notice**

The Employer shall give regular employees the following written notice of layoff, with a copy to the Union, or normal pay in lieu of notice as follows:

#### **A) Regular Full-Time Employees**

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

#### **B) Regular Part-Time Employees**

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

$$\frac{\text{hours paid per month} * (\text{excluding overtime}) \times ** \text{ work days in lieu of notice}}{(162.5 \text{ hours}***)}$$



- Includes leave without pay up to twenty (20) work days (reference Article 35.01 Leave – General – Application).
  - Entitlement as in (A)(i), (ii), or (iii).
- C)
- i) Service with a previous Employer shall not be included as service for the purpose of this Article, and
  - ii) The period of notice must coincide with scheduled work shifts and must not coincide with vacation.
- D) The notice of layoff will identify the employee’s benefits under Articles 19.06 through 19.08, and the options available to the employee, which may include:
- the right to bump a junior employee provided the employee is qualified to do the job of the junior employee,
  - the opportunity to apply for a posted vacancy that exists at the time of layoff,
  - the opportunity to accept casual work as it becomes available,
  - full layoff with the right to recall, or
  - waiver of recall and voluntary termination with severance, if applicable

When notice of displacement or layoff has been issued, the laid off employee and representative of the Union and the Employer will meet to review the affected employee’s available options. The affected employee’s options must be exercised within ten (10) working days of receipt of written notification of layoff by written notice to the Administrator.

### **19.03 Leaves of Absence**

Employees on an approved leave of absence and who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects to make their choice on return to work the choice will be based on the available positions and seniority lists current at that time.

Employees on leave of absence are not subject to lay-off until completion of such leave.

### **19.04 Accommodation Arrangement**

In the event an employee is working under a medically-documented accommodation arrangement and is subject to displacement or bump arising from a workforce reduction, representatives of the Union and the Employer will meet to review the employee’s prevailing medical status and discuss possible work alternatives to maintain a reasonable level of accommodation for the affected employee, and/ or identify options for the senior affected employee.

### **19.05 Casual Work**

A laid off regular employee who elects to take casual work in accordance with 19.02(D) above, will be accorded first opportunity for casual work ahead of those employees on the casual roster, up to the laid off regular employee’s pre-layoff FTE status. Thereafter, the affected employee will be offered casual work in accordance with the employee’s seniority placement in the overall casual roster.

### **19.06 Benefits Continued**

- A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1)

year period of time (reference Article 35 – Leave – General).

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

**19.07 Severance Pay for Employees with Less than Ten (10) Years' Service (see Appendix D)**

- A) After being on lay-off for one (1) year, a regular employee with five (5) or more years' service will receive the following severance pay:

- Five (5) completed years' consecutive service – one (1) week pay
- Six (6) completed years' consecutive service – two (2) weeks' pay
- Seven (7) completed years' consecutive service – three (3) weeks' pay
- Eight (8) completed years' consecutive service – four (4) weeks' pay
- Nine (9) completed years' consecutive service – four (4) weeks' pay

- B) Part-time employees recalled for full-time work or part-time work and who fail to report for such work will not be eligible for severance pay.

**19.08 Recall**

- A) **Ongoing Work**

Employees on layoff will be recalled to work of an ongoing nature on the basis of last-off, first-on, provided that the employees being recalled have the capabilities and qualifications to perform the work available. Employees shall receive seven (7) calendar days' notice of recall by registered mail. The employee shall keep the Employer advised at all times of her current address.

Laid off employees failing to report to work of a regular nature within seven (7) calendar days of the date of receipt of the written notice, will be considered as having abandoned their right to re-employment. An exception would be where the employee is obligated to give more than seven (7) calendar days' notice to the employee's current employment, or where the employee can provide satisfactory reason for not reporting within the seven (7) day period.

Satisfactory reason is in the opinion of the Employer and will not be considered after thirty (30) days of the date of recall.

**B) Vacancies**

Should vacancies occur following layoff, those employees on layoff will be recalled to these positions in order of seniority providing they have the capabilities and the qualifications to perform the duties of the vacant position. If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 17.01 – Postings.

Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.

No new employee or casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.

Laid-off employees may decline recall to one regular position without affecting their lay-off status.

**C) Qualification Period**

An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.03 – Qualifying Period and shall be entitled to orientation as specified in Article 18.04 – Orientation and Training. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one (1) year.

**19.09 Recall Period**

Post probationary employees who are laid-off beyond a one year period of time shall be deemed to be terminated. Probationary employees who are laid-off beyond a three (3) month period of time shall be deemed to be terminated.

**ARTICLE 20 – TECHNOLOGICAL CHANGE**

**20.01 Notice**

Three (3) months before the introduction of any technological change, the Employer will notify the Union in writing of the contemplated change.

**20.02 Technological Policy**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change. Normal turnover of employees, to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of the technological change.

**20.03 Wages on Reassignment**

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

**20.04**

Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party

may refer the matter to arbitration for final and binding conclusion as prescribed in Article 9 – Grievances.

**20.05 Lay-off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Articles 19 – Lay-off & Recall.

**ARTICLE 21 – CREATION OR CHANGES IN CLASSIFICATION**

**21.01**

If the Employer creates a new position not covered by an existing classification, or a significant change in the job content of an existing position occurs, the Employer shall establish the salary and give written notice to the Union of its intent to implement the new salary.

**21.02**

If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from the Employer, the salary will be considered as established.

**21.03**

If the Union objects to the salary, the parties will meet and negotiate the new salary. Should the parties not reach agreement within a further twenty-eight (28) calendar days of notice from the Employer, the matter may be referred to Arbitration for resolution. Any new salary established by negotiation or arbitration will be retroactive to the employee's date of appointment to the new position or retroactive to the date of the significant change in job content by the Employer.

**ARTICLE 22 – JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

**ARTICLE 23 – WORK SCHEDULES**

**23.01 Master Work Schedule**

Each Employer shall develop a master work schedule of off-duty and on-duty days and shifts. 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.

**23.02 Determination of Work Schedules**

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

### **23.03 Posting of Work Schedules**

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

### **23.04 Insufficient Notice**

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

### **23.05 Voluntary Shift Exchange**

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

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

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

Work schedules may take the form of either two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the employee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.

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

### **24.01 Hours of Work**

There shall be an average of thirty-seven point five (37.5) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of thirty-seven point five (37.5) hours per week. The normal daily full shift hours shall be seven point five (7.5) hours.

The base day for benefit calculation purposes is seven point five (7.5) hours.

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

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

### **24.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 24.03(A) also applies to employees working overtime.
- B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:

- 1) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
  - 2) the employee is scheduled to work a seven point five (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive seven point five (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
  - 3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
- C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 25 – Overtime.

#### **24.04 Rest Periods**

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

#### **24.05 On-Call Time**

Hours of work shall not include on-call time.

#### **24.06 Standard/Daylight Savings Time Change**

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

### **ARTICLE 25 – OVERTIME**

#### **25.01 Definition**

Except as in Article 25.02(B) below, overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01 – Hours of Work.

#### **25.02 Employee's Right to Decline Overtime**

##### **A) General Rights**

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

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

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

**25.03 Application**

- A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

**25.04 Overtime Pay Calculation**

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

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
  - 1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 24.01 – Hours of Work;
  - 2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 24.01 – Hours of Work.
- B) Overtime at the rate of double (2) time shall be paid on the following basis:
  - 1) for all hours in excess of those worked in (A)(1) above;
  - 2) for all hours in excess of those worked in (A)(2) above;
  - 3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working more than two hundred and twenty-five (225) hours over the course of three bi-weekly pay periods.
- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
  - 1) for all overtime hours worked on a calendar paid holiday;
  - 2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

## **ARTICLE 26 – SHIFT PREMIUM AND WEEKEND PREMIUM**

### **26.01 Application**

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

The shift premium shall apply to overtime hours worked during the evening or night shift.

### **26.02 Shift Premium – LPNs**

The evening shift premium shall be ninety-five cents (\$0.95) per hour

The night shift premium shall be one dollar and seventy-five cents (\$1.75) per hour. Effective the first pay period after April 1, 2017 the night shift premium shall be two dollars and fifty cents (\$2.50) per hour.

### **26.03 Shift Premium – RNs/RPNs**

The evening shift premium shall be seventy cents (\$0.70) per hour

The night shift premiums shall be three dollars and fifty cents (\$3.50) per hour.

### **26.04 Weekend Premium – LPNs**

An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective April 1, 2017 an employee shall be paid a weekend premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

### **26.05 Weekend Premium – RNs/RPNs**

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

Effective the first pay period after ratification, an employee shall be paid a weekend premium of two dollars fifteen cents (\$2.15) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

### **26.06 Super Shift Premium**

An employee shall be paid a super shift premium of one dollar (\$1.00) per hour for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday. The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2330 to 0730, the super shift premium will be paid for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday.

## **ARTICLE 27 – ON-CALL, CALL-BACK AND CALL-IN**

### **27.01 Definitions**

- A) Call-back means the period during which an employee is scheduled off-duty and returns to duty, at the Employer's request, after the completion of her shift.



- B) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

#### **27.02 Call-Back**

##### **A) Compensation**

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 25.04 – Overtime Pay Calculation for each separate call-back.

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

An employee who is called back to work on any of the paid holidays listed in Article 37 – Leave – Paid Holidays shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

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

#### **27.03 Application of Call-Back**

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

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

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

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

#### **27.04 Call-Back Travel Allowance**

An employee called back to work shall receive call-back travel allowance as follows:

- A) fifty – two cents (\$0.52) per kilometer; OR
- B) where public or private transportation facilities are not available, taxi fare from home to facility and return.

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

#### **27.05 Call-In**

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

#### **27.06 Insufficient Off-Duty Hours**

If an employee works overtime immediately following her regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off-duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her next shift until she has received a total of eight (8) consecutive

hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

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

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

#### **ARTICLE 28 – RESPONSIBILITY PAY**

An employee designated for a minimum of one full shift to relieve in a higher rated position within the bargaining unit, or a nurse designated in charge of a unit/ward for three (3) hours or more shall be paid an allowance of one dollar and twenty-five cents (\$1.25) per hour.

Effective August 1, 2016 an employee designated for a minimum of one full shift to relieve in a higher rated position within the bargaining unit, or a Nurse designated in charge of a unit/ward for three (3) hours or more, shall be paid an allowance of one (1) dollar and thirty five cents (\$1.35) per hour.

#### **ARTICLE 29 – NON-DISCRIMINATION**

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on the basis of sexual orientation.
- D) The Employer will provide education and training to all employees, officers, allied personnel, contract staff and volunteers to ensure all are aware of conduct which is considered to be unacceptable and will not be tolerated. This shall include but is not limited to Discrimination and Personal, Psychological and Sexual Harassment.

##### **A) Sexual Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

Sexual harassment means sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- i) touching, patting or other physical contact;
- ii) making of sexual gestures;
- iii) demands for sexual favours;
- iv) verbal abuse or threats;
- v) unwanted sexual invitations;
- vi) physical assault of a sexual nature;
- vii) distribution or display of sexual or offensive pictures or material;
- viii) unwanted questions or comments of a sexual nature;
- ix) practical jokes of a sexual nature.

To constitute sexual harassment behavior may be repeated or persistent or may be a single serious incident. Sexual harassment may often, but need not, be accompanied by an express or implied threat of reprisal or promise of reward. Sexual harassment refers to behavior initiated by either males or females and directed toward members of either sex.

**B) Psychological Harassment and Personal Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

Personal harassment means verbal or physical behavior that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or for reason of membership or activity in the Union. Such behaviour could include, but is not limited to:

- i) physical threats or intimidation;
- ii) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- iii) distribution or display of offensive pictures or materials.

To constitute personal harassment, behavior may be repeated or persistent or may be a single serious incident.

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

**C) Workplace Bullying**

Workplace bullying is unacceptable and will not be tolerated in any circumstances. Workplace bullying is a behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, residents or customers.

Bullying for the purpose of this Article is any repeated or systematic behavior which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Bullying behaviour could include but is not limited to:

- i) verbal aggression or insults; calling someone derogatory names
- ii) vandalizing personal belongings
- iii) sabotaging someone's work

- iv) spreading malicious gossip or rumours
- v) engaging in harmful or offensive initiation practices
- vi) physical or verbal threats (this could also constitute “violence” or “improper activity or behaviour” under the Occupational Health and Safety Regulation)
- vii) making personal attacks based on someone’s private life and/or personal traits
- viii) making aggressive or threatening gestures

**D) Complaint Procedure**

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

In the case of a complaint of either bullying, personal or sexual harassment, the following shall apply:

An employee who witnesses or experiences harassment should complain by filing:

- i) A verbal or written complaint with the Employer for investigation and/or;
- ii) A grievance at Step 2 of the grievance procedure and/or;
- iii) WorkSafeBC complaint and/or;
- iv) Human Rights complaint.

The Employer’s policy shall be consistent with this Article. All complaints of discrimination and harassment shall be addressed in a timely manner and appropriate corrective measures shall be taken to prevent further recurrences.

The Employee may have Union representation at any point of the process.

Complaints under this Article shall be treated in strict confidence by all Parties involved.

Allegations of harassment which are found to be in bad faith maybe cause for discipline, up to and including dismissal.

**E) Respectful Workplace**

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful and cooperative manner.

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. The policies will be accessible to staff and the users of the healthcare system regarding expectations and the consequences of inappropriate behaviour, aggression and violence.

**F) Respectful Conduct in the Workplace**

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

**A Respectful Workplace is characterized by:**

- i) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- ii) Inclusion - of people with different backgrounds, cultures, strengths and opinions;
- iii) Safety - from disrespectful, discriminating, bullying and harassing behavior;
- iv) Dispute Resolution Processes - differences will be managed through dispute resolution

- processes including, but not limited to Article 3, 9, 29 and 30 of this agreement;
- v) Support - Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

**Inclusion**

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

**Support**

Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

**ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from WorkSafeBC, providing the address, phone number, and website for WorkSafeBC.

**30.01 Joint Occupational Health and Safety Committee**

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established for each Employer covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

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

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

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

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

### **30.02 Medical Examinations**

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

### **30.03 Safe Workplace**

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- B) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.
- C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- D) Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.
- E) The Employer will 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. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 33.02 – In-Service Programs.
- F) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

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

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

### **30.05 Provision for Immunizations**

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

### **30.06 Workload**

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

- 1) investigate the difference;
- 2) define the issue in the difference; and
- 3) make written recommendations to resolve the differences

## **ARTICLE 31 – LEAVE – COMPASSIONATE**

### **31.01 Application**

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

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

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

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

Days of absence requested under compassionate leave of absence may be granted by the Employer as non-consecutive days in order to accommodate funeral services/memorials that may not occur immediately following the death.

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

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay (reference Article 41 – Leave – Special).

## **ARTICLE 32 – LEAVE – COURT APPEARANCE**

- A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to

work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

- C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.
- D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

## **ARTICLE 33 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS**

### **33.01 Transfer of Function**

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

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

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

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

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs will be paid at the applicable rate of pay.
- C) Employers will make every effort to schedule in-service programs on employees' scheduled work days. Employees attending in-service programs on a day off shall have an additional day off scheduled at a mutually agreeable time.

### **33.03 General Education Programs**

#### **A) Employer Requested Leave**

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

#### **B) Duration and Expenses**

A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis. The employer encourages staff to further their professional growth and to develop their knowledge and skills to meet the needs of the residents. Approval of such leaves shall not be unreasonably withheld.

#### **C) Employee Requested Leave**

The Employer shall grant one (1) days education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual



regular employee gives of her own time. Such educational leave of absence with pay shall not exceed nine (9) days of Employer contribution for the duration of this agreement.

**D) Leave on Day Off**

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

**ARTICLE 34 – LEAVE – ELECTIONS**

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

**ARTICLE 35 – LEAVE – GENERAL**

**35.01 Application**

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

Article 42(G) – Leave – Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

**35.02 Notice**

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

**35.03 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave (reference Article 12 – Anniversary Date and Increments).

**ARTICLE 36 – PARENTAL LEAVE**

**36.01 Natural Mother**

**A) Maternity Leave**

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. 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 her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

1) **Benefits**

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 35 – Leave – General.
- ii) For the balance of an seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave 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.

B) **Parental Leave**

Within the fifty-two (52) week leave period granted under 36.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

1) **Benefits**

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave 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.

C) **Special Circumstances**

- 1) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (A) above.

A request for special circumstances leave pursuant to Article 36.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- 2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- 3) An employee's combined entitlement to leave under sub-sections (A), (B), and (C) of Article 36.01 is limited to sixty-three (63) weeks.

4) **Benefits**

For additional leaves arising from subsections (C)(1) or (2) above, 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.

D) **Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 36.01(A), (B), or

(C), will be unpaid leave without any benefits.

- E) 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.
- F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.
- G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.
- H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

### **36.02 Natural Father**

#### **A) Parental Leave**

On four (4) weeks' notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

##### **1) Benefits**

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 35 – Leave – General.
- ii) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave 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.

#### **B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**

If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

##### **1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave 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.

#### **C) Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

### **36.03 Adoptive Parents**

#### **A) Adoption Leave**

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

##### **1) Benefits**

- i) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 35 – Leave – General.
  
- ii) For the balance of an thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave 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.
  
- iii) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 35.01 – Leave – General – Application.

#### **B) Parental Leave**

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) weeks' notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

##### **1) Benefits**

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 35 – Leave – General.
  
- ii) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave 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.

#### **C) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

##### **1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave 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.

**D) Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

**36.04 Return to Employment**

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

**36.05 Bridging of Service**

If a regular employee, who is employed for an Employer as defined in Article 1.02 – Definitions of the Agreement, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- A) The employee must have completed three (3) years of service with the Employer.
- B) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- C) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
- D) This bridging of service will apply to an employee who is employed by an Employer party to this Provincial Agreement and applies for and receives a regular position at the same worksite.
- E) The employee must serve a three (3) month probationary period.
- F) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

**36.06 SEB Plan**

The parties agree to establish and administer a Supplemental Employment Benefits Plan (the "Plan") as follows:

- 1) The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant to the Agreement.
- 2) All regular employees employed by the Employer who are in the Nurses' bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.
- 3) The benefit level for eligible employees under the Plan is as follows:
  - a) Maternity leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:
    - Eighty-five percent (85%) of normal weekly earning

- b) Fifteen additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:
    - Eighty-five percent (85%) of normal weekly earnings
  - c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
  - d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
- 4) Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.

The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.

- 5) To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
- a) not be in receipt of sick leave benefits;
  - b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
  - c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
    - i) she does not have a sufficient number of insurable weeks of employment to qualify (at least twenty (20) weeks); or
    - ii) she works less than the required number of hours (fifteen (15) hours per week); or
    - iii) her earnings are at least equal to twenty percent (20%) of the maximum weekly insurable earnings.
- 6) The Plan will continue in effect until a new Agreement is concluded between the parties.
- 7) The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
- 8) The Employer shall keep a separate accounting record of benefits paid from the Plan.
- 9) On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.
- 10) The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.

- 11) Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
- 12) The Employer will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
- 13) In the event that present or future legislation renders null and void or materially alters any provision of this Article or the SEB Plan entered into between the parties, the following shall apply:
  - a) the remaining provisions of this Article or SEB Plan 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 the provisions of the Agreement.

**ARTICLE 37 – LEAVE – PAID HOLIDAYS**

**37.01 Paid Holiday Entitlement**

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

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

**37.02 Payment for Paid Holidays**

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

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

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

- C) A casual employee receives paid holiday pay as part of pay in lieu of benefits (reference Article 11.04(G)(2) – Casual Employees – Benefit Entitlement – Vacation Pay and Paid Holidays).

### **37.03 Work On A Paid Holiday**

#### **A) Regular Employee**

- 1) A regular employee required to work New Years Day, BC Family Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first seven point five (7.5) hours work in the day, provided that Articles 25.04 – Overtime Pay Calculation, 27.02 – Call-Back, and 37.04 – Premium Rates of Pay 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 (½) or more than one-half (½) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.
- 2) **Super Stats**  
Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the first seven point five (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 (½) or more than one-half (½) 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.

#### **B) Casual Employee**

A casual employee who works on a paid holiday listed in Article 37.03(A)(1) shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 37.03(A)(2), shall be paid two and a half (2.5) times her rate of pay.

### **37.04 Premium Rates of Pay**

#### **A) Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday (reference Article 25.04 – Overtime Pay Calculation).

#### **B) 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 (reference Article 27.02 – Call-Back).

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

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 37.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.



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

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

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

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

**37.06 Paid Holiday Coinciding With a Vacation**

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

**37.07 Scheduling of Paid Holidays**

**A) Application**

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

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

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

**C) Sick Leave**

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

**ARTICLE 38 – LEAVE – PROFESSIONAL MEETINGS**

Leave of absence without pay may be granted for professional meetings not exceeding one week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave of absence.

**ARTICLE 39 – LEAVE – PUBLIC OFFICE**

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

**ARTICLE 40 – LEAVE – SICK**

**40.01 Accumulation**

A) Regular employees are eligible to accumulate sick leave credits based on length of service.

- B) Regular full-time employees shall receive 1.5 working days sick leave credits for each month of service.
- C) Regular part-time employees shall receive sick leave credits for each month of service as follows:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 1.5}{162.5}$$

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

- D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days.

**40.02 Payment**

Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized.

Regular part-time employees shall receive their regular pay for scheduled work hours lost.

**40.03 Proof of Sickness**

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

**40.04 Benefits Accrue**

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

**40.05 Notice Required**

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

**40.06 Expiration of Sick Leave Credits**

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits (reference Article 35 – Leave – General; Article 44.05 – Long-Term Disability Plan; and Appendix B – Long-Term Disability Insurance Plan).

**40.07 Leave – Workers’ Compensation**

**A) Entitlement to Leave**

An employee shall be granted workers’ compensation leave with net pay in the event that 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

WorkSafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WorkSafeBC arising from this claim.

**B) Reimbursement to Employer**

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

**C) Benefit Entitlement**

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

**D) Approval of Claim**

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

**E) Continuation of Employment**

Employees who qualify for workers' compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 – Seniority and Article 19 – Lay-off & Recall.

**F) Emergency Appointments**

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

**40.08 Enforceable Legal Claim**

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

**40.09 Appointments**

- A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her

normal off-duty hours.

- B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.
- C) The employee will be required to furnish proof of need in both (A) and (B) above.

#### **40.10 Six Months Service**

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six (6) months shall be returnable to the Employer.

#### **40.11 Cash-In of Sick Leave Credits**

- A) Employees leaving the work force on or after their fifty-fifth (55<sup>th</sup>) birthday will be entitled to a cash payment equal to forty percent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- B) The cash pay-out of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.
- C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.
- D) Employees who are dismissed for just cause shall not be entitled for a payout as contemplated in this article.

#### **40.12 Sick or Injured Prior to Vacation**

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

#### **40.13 Voluntary Treatment**

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 40.06 – Expiration of Sick Leave Credits shall apply upon expiration of sick leave credits should additional leave be requested.

### **ARTICLE 41 – LEAVE – SPECIAL**

#### **41.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of twenty (20) days at the rate of one-half (0.5) day every four (4) weeks.

#### **41.02 Application**

Special leave shall be granted as follows:

- A) marriage leave - five (5) days;
- B) paternity leave/or adoption leave - one (1) day;

- C) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
- D) leave of one (1) day may be added to three (3) days compassionate leave;
- E) leave of one (1) day may be taken for travel associated with compassionate leave.
- F) household emergency – one (1) day per year.

#### **ARTICLE 42 – LEAVE – UNION**

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

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

For leave requests that are subject to operational requirements, the Employer will consider all of the circumstances including the length of notice provided, and will make all reasonable efforts to grant the leave.

Within fourteen (14) days of the leave request being made, the Employer shall grant a leave of absence without pay 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 commissioner 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 or for the purposes of conducting Union business. A leave of absence granted under this category 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 35 – Leave – General;
- H) an employee who holds the position of full-time president with the Union or Council Member, shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue

to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

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

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

## **ARTICLE 43 – LEAVE – VACATION**

### **43.01 Vacation Entitlement**

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) January 1 shall be the cut-off date for the annual accrual of vacation entitlement.
- C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before January 1, as follows:

20	work days after 1 year of continuous service
20	work days after 2 years of continuous service
20	work days after 3 years of continuous service
20	work days after 4 years of continuous service
21	work days after 5 years of continuous service
22	work days after 6 years of continuous service
23	work days after 7 years of continuous service
24	work days after 8 years of continuous service
25	work days after 9 years of continuous service
26	work days after 10 years of continuous service
27	work days after 11 years of continuous service
28	work days after 12 years of continuous service
29	work days after 13 years of continuous service
30	work days after 14 years of continuous service
31	work days after 15 years of continuous service
32	work days after 16 years of continuous service
33	work days after 17 years of continuous service
34	work days after 18 years of continuous service
35	work days after 19 years of continuous service
36	work days after 20 years of continuous service
37	work days after 21 years of continuous service
38	work days after 22 years of continuous service
39	work days after 23 years of continuous service
40	work days after 24 years of continuous service
41	work days after 25 years of continuous service
42	work days after 26 years of continuous service
43	work days after 27 years of continuous service
44	work days after 28 years of continuous service
45	work days after 29 years of continuous service

D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

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

\* includes leave without pay up to twenty (20) days

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

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

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

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 43.03 – Scheduling of Vacation.

#### **43.02 Supplementary Vacation**

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- 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 1 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 1 in each year.
- C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- D) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- E) Upon reaching the employment anniversary of forty-five years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

#### **43.03 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 and the Employer.
- 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 seven (7) 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 her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

#### **43.04 Vacation Entitlement Earned During Vacation**

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

#### **43.05 Vacation Pay Advance**

Vacation pay to which an employee is entitled shall be made to the employee at least seven (7) calendar days before the beginning of her vacation, provided the employee gives the Employer at least fourteen (14) days' written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.



## **ARTICLE 44 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE**

### **44.01 Medical Coverage**

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

### **44.02 Extended Health Care Coverage**

Effective March 1, 2013 the extended health care plan will include PharmaCare tie-in with the addition of coverage for prometrium.

- A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under a plan, or any other plan mutually acceptable to the Union and the Employer. The plan benefits shall also include:
  - 1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600.00) per person in each four (4) year period; and
  - 2) Vision care coverage providing three hundred and fifty dollars (\$350.00) every twenty-four (24) months per eligible employee or eligible dependent.
  - 3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

### **44.03 Dental Coverage**

- A)
  - 1) The Employer shall pay all of the monthly premium for a mutually agreed dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost

of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.

- 2) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand, seven hundred and fifty dollars (\$2,750) per patient with no runoffs for claims after termination of employment.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

#### **44.04 Dependents**

An eligible dependent for the purposes of Articles 44.01, 44.02, and 44.03 is one who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

#### **44.05 Long-Term Disability Plan**

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

The plan shall provide post-probationary regular employees with salary continuation as per Appendix B – Long-Term Disability Insurance Plan until age sixty-five (65) in the event of a disability.

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

#### **44.06 Group Life Insurance Plan**

A) **Eligibility**

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

B) **Benefits**

- 1) The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

C) **Premiums**

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

## **ARTICLE 45 – WORKERS’ COMPENSATION**

- A) All employees shall be covered by the provisions of the Workers' Compensation Act (reference Article 40 – Leave – Sick).
  
- B) Opportunities for early return to work for employees on WorkSafeBC leave are covered in Appendix A – Early Safe Return to Work.

## **ARTICLE 46 – EMPLOYMENT INSURANCE**

### **46.01 Coverage**

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

### **46.02 Rebates**

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

## **ARTICLE 47 – PENSION PLAN**

### **47.01 Municipal Pension Plan**

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

Notwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hiring, decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.

Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules provided the following:

A temporary employee who has been employed in a continuous full-time capacity with the same Employer for a period of twelve (12) months, shall be enrolled in the Plan as a condition of employment.

Casual employees who have completed two (2) years of continuous employment with earnings from the Employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver not more than ninety (90) days after the date the Plan begins to apply to the employee.

### **47.02**

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

## **ARTICLE 48 – EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

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

## **ARTICLE 49 – PREVIOUS EXPERIENCE**

### **49.01 Regular Employees**

New employees who are employed for a regular position shall receive the following salary recognition for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

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

Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

One (1) annual increment for every one (1) year's experience minus one (1) increment for each year in excess of two (2) years to a maximum of a five (5) year lapse.

If more than five (5) years have lapsed, there shall be no credit for previous experience.

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

## **ARTICLE 50 – QUALIFICATION DIFFERENTIAL**

### **50.01 Special Clinical Preparation**

A regular employee with special clinical preparation of not less than four (4) months approved by the Employer, and who is employed in the special service for which she is qualified, shall be paid an additional fifty dollars (\$50.00) per month if she has utilized the course within four (4) years prior to employment.

Employees with a Diploma in Advanced Psychiatric Nursing shall receive an additional fifty dollars (\$50.00) per month if she has utilized the course within four (4) years prior to employment.

### **50.02 CHA/CNA and BCIT Courses**

A regular employee who has successfully completed the CHA/CNA course Nursing Unit Administration and/or CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management, and is employed in a capacity utilizing the course(s) shall be paid an additional twenty-five dollars (\$25.00) per month.

### **50.03 Registered Psychiatric Nurse**

A regular employee who acquires and maintains registration under the Health Professions Act shall be paid an additional fifty dollars (\$50.00) per month for clinical preparation.

#### **50.04 University Preparation**

A regular employee who has passed an accredited one (1) year university course in nursing shall receive an additional twenty-five dollars (\$25.00) per month.

For the purpose of this Article, a Diploma in Public Health shall qualify for the qualification differential only if the employee is employed in the special service for which she is qualified.

#### **50.05 Baccalaureate Degree**

**A) In Nursing**

A regular employee who has received a Baccalaureate Degree in nursing shall receive an additional one hundred dollars (\$100.00) per month.

**B) Other**

This allowance will also be paid to nurses who have a Baccalaureate Degree in Psychology or a Baccalaureate Degree in Health Sciences – Advanced Psychiatric Nursing where this qualification is utilized in the course of the nurse's performance of her normal job duties.

#### **50.06 Master's Degree**

**A) In Nursing**

A regular employee who has received a Master's Degree in nursing shall receive an additional one hundred twenty-five dollars (\$125.00) per month.

**B) Other**

- 1) This allowance will also be paid to nurses who have a Master's Degree in Psychology where this qualification is utilized in the course of the nurse's performance of her normal job duties.
- 2) A regular employee who has received a Master's Degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee's duties, and where such qualification does not form part of the job requirement, the employee shall receive an additional one hundred twenty-five dollars (\$125.00) per month.

#### **50.07 Multiple Payments Prohibited**

An employee may not qualify for more than one (1) payment under categories in Articles 50.02, 50.04, 50.05 and 50.06.

#### **50.08 Approval of Qualifications**

The employee must provide proof of qualifications listed in 50.04, 50.05 and 50.06. The qualifications must be from an accredited Canadian post secondary institution or equivalent.

### **ARTICLE 51 – SEVERANCE ALLOWANCE**

#### **51.01 Eligibility for Severance Allowance**

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as calculated in Articles 51.02 and 51.03 providing that the employee falls into one of the following categories (see also Article 19.07 – Severance Pay for Employees with Less than Ten (10) Years' Service (see Appendix D)).

- A) Employees with ten (10) years' service, who voluntarily leave the Employer's work force after their fifty-fifth (55<sup>th</sup>) birthday.
- B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.
- C)
  - 1) Employees enrolled under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability as defined under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable.
  - 2) Employees who are not enrolled under the Pension (Municipal) Act or Pension (Public Service) Act who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.
- D) Employees with ten (10) years of service who die in service.
- E) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

**51.02 Severance Allowance Entitlement**

An eligible employee, as defined in Article 51.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

An eligible employee who dies in service shall have the severance allowance paid to her estate.

**51.03 Calculation of Severance Allowance**

- A) Proportionate payment shall be made to eligible employees for periods of service of less than two (2) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime)} \\ \text{in the two year period} \times 1 \text{ week's pay}}{1,950 \times 2}$$

- B) Years of service for severance allowance purposes for part-time employees shall be calculated on the following basis:

$$\frac{\text{Total hours paid* (excluding overtime)}}{1,950}$$

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

- C) Periods of service cannot be used more than once for calculating severance allowance.

#### **51.04 Portability of Service for Severance Allowance Purposes**

A regular employee who voluntarily resigns and is later rehired by this Employer within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

#### **51.05 Service**

Service for the purpose of this Article means service with the Employer plus any service ported under Article 51.04.

### **ARTICLE 52 – PAYMENT OF WAGES**

#### **52.01 Wages**

Wages shall be paid each employee in accordance with Article 57 – Wage Schedules.

#### **52.02 Retroactive Pay and Benefits**

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

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the signing of this agreement.

#### **52.03 Pay Days**

Employees working the following shifts shall be paid by cheque or direct deposit no later than:

- A) day shift - on the pay day;
- B) afternoon shift - on the day immediately prior to the pay day;
- C) night shift - coming off the shift the morning of the pay day

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

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

Where an employee identifies a significant error in her pay, the Employer must provide a manual check at the employee's request.

#### **52.04 Statement of Wages**

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

- A) in the case of an hourly paid employee, the hours worked by her;

- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;
- G) the amount being received by the employee;
- H) sick leave credits used within the pay period and accumulated balance;
- I) special leave hours used within the pay period;
- J) vacation hours taken within the pay period

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

Employees who are away from the worksite for two (2) or more consecutive pay periods may request in writing, and will receive a paper statement of wages mailed to their home.

## **ARTICLE 53 – GENERAL CONDITIONS**

### **53.01 Use of Personal Vehicle on Employer's Business**

Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary.

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 27.04.

### **53.02 Personal Property Damage**

Upon submission of reasonable proof the Employer shall repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, resident or



client provided such personal property is an article of use or wear of a type suitable for use while on duty.

**53.04 Laundry**

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

**53.05 Registration**

- A) To practice as a registered nurse, an employee must be authorized to do so under the provisions of the Health Professions Act. Such authorization must be in effect on or by March 1 of each calendar year.
  
- B) To practice as a licensed practical nurse, an employee must be authorized to do so under the provisions of the Licensed Practical Nurses Act. Such authorization must be in effect on or by December 31 of each calendar year.
  
- C) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, license, permit or other proof acceptable to the Employer.

**ARTICLE 54 – AMENDMENTS**

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

**ARTICLE 55 – PROFESSIONAL RESPONSIBILITY CLAUSE**

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

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

**55.01**

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

**55.02**

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to the Union designate on the professional responsibility committee and the Administrator.

**55.03**

A Professional Responsibility committee shall be established.

Composition of the Committee:

- A) Standing Members:
  - i) one member appointed by the employees

ii) one member appointed by the Employer

B) Ad Hoc Members:

- i) the nurse with the concern
- ii) Union designate
- iii) immediate Supervisor
- iv) Administrator

**55.04**

The standing members shall alternate the chair on a six (6) month rotating basis.

**55.05**

Meetings of the committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form. The committee shall make every effort to resolve the matter.

**55.06**

If the matter is not resolved to her satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article 9.

**55.07**

If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 – Casual Employees shall not apply.

**ARTICLE 56 – EFFECTIVE AND TERMINATING DATES**

- A) This Agreement shall be effective from August 1, 2017 and shall remain in force and be binding upon the parties until July 31, 2022 and thereafter until a new Agreement has been consummated.
- B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

**ARTICLE 57 – WAGE SCHEDULE AND CLASSIFICATIONS**

**WAGE SCHEDULE**

<b>RN/RPN Wage (\$)</b>										
<b>Year</b>		<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>	<b>7th</b>	<b>8th</b>	<b>9th</b>
<b>Current</b>		\$ 32.93	\$ 34.19	\$ 35.47	\$ 36.72	\$ 38.00	\$ 39.27	\$ 40.55	\$ 41.74	\$ 43.24
April 1, 2018	0.5%	\$ 33.09	\$ 34.36	\$ 35.65	\$ 36.90	\$ 38.19	\$ 39.47	\$ 40.75	\$ 41.95	\$ 43.46
August 1, 2019	0.5%	\$ 33.26	\$ 34.53	\$ 35.83	\$ 37.09	\$ 38.38	\$ 39.66	\$ 40.96	\$ 42.16	\$ 43.67
August 1, 2020	0.75%	\$ 33.51	\$ 34.79	\$ 36.09	\$ 37.37	\$ 38.67	\$ 39.96	\$ 41.26	\$ 42.47	\$ 44.00
August 1, 2021	1%	\$ 33.84	\$ 35.14	\$ 36.46	\$ 37.74	\$ 39.06	\$ 40.36	\$ 41.68	\$ 42.90	\$ 44.44

<b>LPN Wage (\$)</b>							
<b>Year</b>		<b>Start</b>	<b>1st</b>	<b>2nd</b>	<b>4th</b>	<b>6th</b>	<b>8th</b>
<b>Current</b>		\$ 25.70	\$ 26.48	\$ 27.29	\$ 27.84	\$ 28.10	\$ 28.38
April 1, 2018	0.5%	\$ 25.83	\$ 26.61	\$ 27.43	\$ 27.98	\$ 28.24	\$ 28.52
August 1, 2019	0.5%	\$ 25.96	\$ 26.75	\$ 27.56	\$ 28.12	\$ 28.38	\$ 28.66
August 1, 2020	0.75%	\$ 26.15	\$ 26.95	\$ 27.77	\$ 28.33	\$ 28.59	\$ 28.88
August 1, 2021	1%	\$ 26.41	\$ 27.22	\$ 28.05	\$ 28.61	\$ 28.88	\$ 29.17

**SIGNATURES OF THE PARTIES**

Signed on behalf of the Employer:

<i>PLEASE PRINT NAME / TITLE</i>	<i>SIGNATURE</i>
Gavin McIntosh	
April 18, 2018	
Keith J. Murray	
<b>Date:</b> April 17, 2018	

Signed on behalf of the Union:

<i>PLEASE PRINT NAME / TITLE</i>	<i>SIGNATURE</i>
William Hwang	
<b>Date:</b> April 6, 2018	

## **APPENDIX A**

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

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

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process. All employees engaged in a rehabilitation/treatment process shall be supernumerary.

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and the employee's immediate supervisor will meet to agree on a suitable program.

A written program for the employee will include:

- 1) An overview of the employee's program plan, including its expected outcome and end date. (Programs shall not exceed six (6) months).
- 2) The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
- 3) A detailed outline of Employer and employee responsibilities under the program.
- 4) A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

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

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

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for 14.4 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, group life and LTD which shall be paid in accordance with Article 44 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance. It is further agreed that participation in the program will not delay LTD entitlement.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups although on occasion an employee may, depending on changed circumstances, move from one

group to another. Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

- Group 1:** Employees suffering an occupational illness or injury who are in receipt of WorkSafeBC payments.
- Receive full wages and benefits (Article 40.07 Leave – Workers’ Compensation).
- Group 2:** Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WorkSafeBC claim; who have accumulated sick time and/or who choose to utilize accumulated vacation time.
- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all hours not worked. All benefits continue uninterrupted.
- Group 3:** Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WorkSafeBC claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time.
- Receive pay and appropriate premiums for all hours worked at the work place and receive UIC sick benefits for the balance, subject to their entitlement. Medical, Dental, Extended Health, LTD, group life insurance and superannuation coverage are reinstated on commencement of the program and all other benefits are reinstated when working 14.4 hours or more per week as outlined in Article 44 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance.
- Group 4:** Employees in receipt of LTD benefits
- These employees are considered disabled and under treatment.
  - These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at 2/3 of basic month earnings at the date of disability. Benefits will be reinstated in the same manner as for Group 3, excepting LTD. Employees shall have their group life insurance premiums waived.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING LONG-TERM DISABILITY INSURANCE PLANS

#### Section 1 - Eligibility

- A) Regular full-time and regular part-time employees who are on staff at the date of signing of the collective agreement or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- B) Seniority and Benefits - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions (reference 13.02(G) – Seniority – Maintained and Accumulated):

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 – Seniority and Article 19 – Lay-off & Recall. Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans. Premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

Superannuation/Pension - Employees on long-term disability shall be considered employees for the purposes of superannuation/pension in accordance with the Pension (Municipal) Act and the Pension (Public Service) Act, as applicable.

Group Life Insurance - Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

## Section 2 - Waiting Period and Benefits

A)

- 1) In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or sickness, then, after the employee has been totally disabled for four (4) months the employee shall receive a benefit equal to seventy percent (70%) of the first four thousand dollars (\$4000) of the pre-disability monthly earnings and fifty percent (50%) of the pre-disability monthly earnings above \$4000 or sixty-six and two-thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The \$4000 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e. at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- 2) In the event that the benefit falls below the amount set out in Section 2(A)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$4000 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$4000 or sixty-six and two-thirds percent (66-2/3% ) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$4000 figure will be adjusted as set out in Section 2(A)(1) above).

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

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

- C) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:
- 1) exhausting all sick leave credits before receiving the long-term disability benefit;
  - 2) using sick leave credits to top off the long-term disability benefit; or
  - 3) banking the unused sick leave credits for future use.
- D) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

- E) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.



### **Section 3 - Total Disability Defined**

A) Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

1) **Residual Monthly Disability Benefit**

The Residual Monthly Disability Benefit is based on 85% of her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for her regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net of offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that she is able to perform.

**Example:**

- a) Monthly LTD net of offsets benefit = \$ 1000.00 per month
- b) 85% rate of pay at date of disability = \$13.60 per hour
- c) 70% of current rate of pay = \$12.12 per hour
- d) percentage difference [(b/c) - 1] = 12.2%
- e) Residual Monthly Disability Benefit (a x d) = \$122.00

B)

1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

3) **Commitment to Rehabilitation**

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

- i) can be expected to facilitate her return to her own job or other gainful occupation; and
- ii) is recommended by HBT/underwriter and approved as a Rehabilitation Plan, then, the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as she continues to participate and cooperate

in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, her Union) and HBT/underwriter. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT/underwriter will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

**4) Rehabilitation Review Committee**

- i) In the event that the eligible employee does not agree:
  - a) with the recommended rehabilitation plan, or,
  - b) that she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
    - be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
    - appeal the dispute to the Rehabilitation Review Committee for a resolution
- ii) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- a) does not agree with the recommended Rehabilitation Plan; or,
- b) does not agree that she could medically participate in the Rehabilitation Plan

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

5) **Rehabilitation Benefit Incentive Provisions**

- i) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - a) return to work on a gradual or part-time basis;
  - b) engage in a physical rehabilitation activity; and/or
  - c) engage in a vocational retraining program

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- ii) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
  - a) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;
  - b) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing;
  - c) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
  - d) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

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

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

6) **Joint Rehabilitation Improvement Committee**

During the term of the agreement, one (1) person from HEABC and one (1) person from the HBT shall meet the two (2) representatives of the Nurses' Bargaining Association. The parties will work together to improve the Rehabilitation Process. Any improvements shall apply to members under this Collective Agreement.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Rehabilitation Provisions.

#### **Section 4 - Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- A) war, insurrection, rebellion, or service in the armed forces of any country;
- B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of her regular occupation;
- C) intentionally self-inflicted injuries or illness

#### **Section 5 - Integration with other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income.

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

Other disability income shall include but is not limited to:

- A) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and
- B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- C) any amount of disability income provided by an compulsory act or law; and
- D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she would be entitled had they applied for such a benefit; and
- E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

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

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates (reference 2(A)(2)).

#### **Section 6 - Successive Disabilities**

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

disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

#### **Section 7 - Leave of Absence**

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

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

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

#### **Section 9 - Premiums**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

#### **Section 10 - Waiver of Premiums**

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

#### **Section 11 - Claims**

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the Healthcare Benefit Trust/ underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Healthcare Benefit Trust/underwriter may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee.

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

### **Claims Adjudication Committee**

During the term of the Agreement, one person from HEABC and one person from the HBT shall meet with two (2) representatives of the Nurses Bargaining Association. The parties will work together to improve the claims adjudication process. Any improvements shall apply to this Collective Agreement.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims submissions, re-examination and decision review by the medical panel.

### **Section 12 - Administration**

The Employer shall administer and be the sole trustee of the Plan. The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9 and 10 of the Collective Agreement.

### **Section 13 - Collective Agreement Unprejudiced**

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

### **Section 14 - LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that she would have been entitled to receive at the normal retirement date, had she not applied for early retirement, regardless of when the early retirement incentive provision is activated.

- A) An employee under this Agreement who is:
- 1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more;
  - 2) eligible for early retirement pension benefits; and
  - 3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that her application for early retirement is being processed with her pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

- B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- 1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - 2) the amount of the monthly early retirement benefit that the employee will receive;
  - 3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;

- 4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
- 5) the maximum LTD benefit duration period applicable to the employee.

If the combination of superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.
- D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years of age, or death, whichever is earlier.
- E) **Joint Early Retirement Improvement Committee**  
Within six (6) months of the ratification of this agreement, one (1) person from HEABC and one (1) person from the HBT shall meet with two (2) representatives of the Nurses' Bargaining Association. The parties will work together to improve the early retirement incentive process. Any improvements shall apply to this Collective Agreement.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

## **APPENDIX C**

### **MEMORANDUM OF UNDERSTANDING**

#### **HEALTH AND WELFARE BENEFITS**

- A) The Health and Welfare benefits provided to employees covered by this collective agreement shall be comparable to the provisions of employees covered by the 2012-2014 Provincial Collective Agreement (PCA) between Health Employers Association of BC (HEABC) and Nurses' Bargaining Association (NBA).
- B) These benefits include: Medical Coverage, Extended Health Coverage, Dental Coverage, Long-Term Disability Insurance Plan, Group Life Insurance Plan, or any other health and welfare benefits provided under the Provincial Collective Agreement.
- C) Employees covered by this collective agreement shall receive any adjustments to the above plans that employees covered by the Provincial Collective Agreement receive.



## **APPENDIX D**

### **MEMORANDUM OF AGREEMENT**

#### **SEVERANCE PAY FOR REGULAR EMPLOYEES HIRED PRIOR TO THE DATE OF RATIFICATION (MARCH 21, 2018)**

After being on lay-off for one (1) year, a regular employee will receive the following severance pay:

- A) Two (2) weeks' pay where the employee has completed a period of employment of at least six (6) consecutive months, and
- B) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's pay for each subsequent completed year of employment, and additional week's pay up to a maximum of eight (8) weeks' pay.
- C) Full-time employees recalled for full-time work and who fail to report for such work will not be eligible for severance pay.
- D) Part-time employees recalled for full-time or part-time work and who fail to report for such work will not be eligible for severance pay.

Employees who are affected by this Memorandum of Agreement are entitled to severance in accordance with either this Memorandum of Agreement or Article 51 – Severance Allowance of the collective agreement, but not both – whichever is greater.

The parties agree that this Memorandum of Agreement will apply only to regular employees hired prior to the date of ratification. Regular employees hired after the date of ratification will be entitled to severance pay in accordance with Article 19 – Lay-off & Recall or Article 51 – Severance Allowance.

## **APPENDIX E**

### **MEMORANDUM OF UNDERSTANDING**

#### **JOB SHARING**

##### **Article 1 – Preamble**

- 1.1** This Memorandum of Understanding establishes provision for two 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.
- 1.2** 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.

##### **Article 2 - Participation**

- 2.1** 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 the Employer or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established at the facility level.
- 2.2** Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).
- 2.3** Upon approval 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 sharers will be within the same department and classification except where the Employer and Union agree in good faith.
- 2.4** A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3 above.
- 2.5** For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 18.03 of the Agreement.

### **Article 3 - Maintenance of Full-Time Positions**

- 3.1** 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.
- 3.2** 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 Agreement.
- 3.3** If one job sharing partner decides to discontinue participating in a job share, she must give thirty (30) days' notice and she 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, over a period of 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 she does not wish a full-time position and no job sharing partner is found, then she 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 Agreement.
- 3.4** 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 Agreement.
- 3.5** The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.
- 3.6** Either party may cancel this Memorandum on sixty (60) days' notice.

### **Article 4 - Schedules and Job Descriptions**

- 4.1** A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- 4.2** Job descriptions for the job sharing partners will be identical.
- 4.3** The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.

- 4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

#### **Article 5 – Benefits**

- 5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Agreement.
- 5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.
- 5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

#### **Article 6 – Relief**

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

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