

**ARROWSMITH  
LODGE**

**2019-  
2024**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**ARROWSMITH HEALTH CARE (2011) SOCIETY  
(Arrowsmith Lodge)**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**January 1, 2020 – December 31, 2024**

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## **ARTICLE 1 - PREAMBLE AND DEFINITIONS**

### **1.01 Preamble**

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
- B) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- 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 40 (Leave – General.)
- D) For the purpose of calculating benefits, the base day will be seven point five (7.5) hours.

### **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 the British Columbia Nurses' Union (BCNU).

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

**CONTINUOUS SERVICE** means uninterrupted employment with the Employer.

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

**DAY SHIFT – EXTENDED WORK DAY** means a shift in which the major portion occurs between 0700 hours and 1900 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 the Arrowsmith Health Care (2011) Society hereinafter referred to as the Employer or Arrowsmith Lodge.

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

**HEAD OFFICE OF THE UNION** means the head office of the BC Nurses' Union.

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

**NIGHT SHIFT – EXTENDED WORKDAY** means a shift in which the major portion occurs between 1900 hours 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.

**SHIFT – EXTENDED WORK DAY** means the normal consecutive working 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 will normally be two (2) shifts, namely, day shift and night shift.

**SPOUSE** means a legal marriage under the authority of a marriage certificate or a common-law relationship where two people cohabitated as spousal partners for a period of not less than one year.

**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.

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

**UNION** means the British Columbia Nurses’ Union hereinafter referred to as the BCNU or Union.

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

**WORKSITE** means Arrowsmith Lodge and Cokely Manor.

**YEAR** means a period from any given date in one (1) month to the immediately preceding date twelve (12) months later.

## **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 listing the first name, last name, worksite and the pay periods covered, with start and end dates of the pay periods.

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:

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

#### **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:

- i) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- ii) make every endeavour to complete their business in as short a time as possible, and
- iii) advise their supervisor of their return to the work area.
- iv) 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.

#### **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 their rights and obligations under it. For this reason, the Employer shall make available copies of the Collective Agreement in booklet form to all of its employees. The cost of printing shall be shared equally between the Union and the Employer.

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

### **6.09 New Employees**

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

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given 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.

### **6.12 Badges and Insignia**

Employees shall be permitted to wear Union pins or shop steward Badges. Employees shall be permitted to wear pins from recognized health care organizations.

### **6.13 Volunteers**

It is agreed that Volunteers have a role in health care and are an important link to the community being served. It is further agreed that Volunteers will not perform bargaining unit work or fill established positions within the bargaining unit.

## **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 a minimum of 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 and no less than once every two (2) months. Agenda items will be sent to the chair fourteen (14) days in advance of the scheduled meeting. When there are no agenda items the requirement to meet is waived.

### **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 (Discussion of Differences), other than for the suspension or dismissal of employees Article 9.06 (Resolution of Employee Dismissal or Suspension Disputes) and Application disputes under Article 9.03 (General Application Dispute).

##### **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 arbitration within 90 days after the Employer designates decision has been received.

### **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 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.

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 Registrar of Labour for the Province of BC 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 (Grievance Procedure) shall apply.

### **9.04 Application of Arbitration Decisions**

The arbitration award arising from a grievance filed under Article 9.02 (Grievance Procedure) or 9.03 (General Application Dispute) is binding on the Employer, the employees, and the Union.

### **9.05 Amending Time Limits**

If the time limits in Articles 9.02 (Grievance Procedure) and 9.03 (General Application Dispute) 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.

### **9.06 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 (Grievance Procedure).

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.

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

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the

grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

## **ARTICLE 10 - ARBITRATION**

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

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 (Grievances) to an arbitrator. Such arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The arbitrator shall issue a decision which shall be final and binding upon the parties.
- C) The arbitrator will schedule the time and location of the hearing and whenever possible it will be held in the Central Vancouver Island area.

### **10.02 Notification**

The party requesting arbitration shall notify the other party of its intent to arbitrate and its proposed arbitrator.

The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Registrar of the Labour Relations Board to make the appointment.

### **10.03 Expenses of the Arbitrator**

The expenses of the arbitrator shall be shared equally by the parties.

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

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

### **10.05 Expedited Arbitration**

- A) All grievances shall be considered suitable for expedited arbitration except grievances relating to:
  - 1) dismissals
  - 2) suspensions in excess of five (5) days
  - 3) grievances filed under Article 9.03 (General Application Dispute)
  - 4) grievances where a party intends to raise a preliminary objection

By mutual agreement between the parties a grievance falling into one of these categories may be placed into the expedited arbitration process.

- B) As the process is intended to be informal, the parties will use their staff to present their case.
- C) 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.
- D) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in E).
- E) The decision of the arbitrator is to be completed within three (3) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.
- F) 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.

- G) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- H) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary.
- I) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- J) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 10.01 (Authority of the Arbitrator).
- K) The following expedited arbitrators are appointed under the collective agreement: Joan Gordon, Chris Sullivan, Mark Brown, and Elaine Doyle. At the expiry of the collective agreement, the parties agree to review this roster of arbitrators and may by mutual agreement, add or remove names from the roster.

## **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 26.03 (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 (Regular Full-Time Employees), 11.03 (Regular Part-Time Employees), and 11.04 (Casual Employees). 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 27.01 (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 13.01A) (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 27.01 (Hours of Work).

#### **B) Extended Work Day - Regular Part-Time Employees**

It is understood and agreed that employees who agree to work the extended work day shall be bound by the terms and conditions of the extended work day articles where applicable.

Any regular part-time employee(s) or casual employee(s) working in an area where the extended work day is in effect, and who do not agree to work same, shall be bound by the terms and conditions of the Collective Agreement.

**C) 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 50 Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage).

**D) Seniority**

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

**11.04 Casual Employees**

**A) Definition**

Part time employees may register for casual work on unscheduled days and will be added to the casual register in order of seniority.

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 (Vacancy).
- 5) Temporary workload, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes
- 6) Paid holiday relief
- 7) Overtime owing relief
- 8) Maternity leave relief

**B) Off Duty Rights**

- 1) 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.
- 2) Where a casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Steward shall meet with the employee to discuss the bona fides of the refusal and the continued employment of the employee.
- 3) 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.
- 4) Part time employees accessing casual work are exempt from 11.04 B)2).

**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, their worksite, 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.

**2) General Availability**

The commitment to availability specified in the letter of appointment shall be subject to

mutually acceptable revision. Such revision will occur at the request of either the employee or the employer. The Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

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.

**3) Short-Term and Long-Term Availability**

- a) Except as noted in 11.04 C) 3) b), all casual employees shall provide for each month availability schedules in writing (or by an alternative method contemplated in 11.04 E) to the Employer. These schedules must be provided fourteen (14) days prior to the start of the following month, and must indicate the shifts and days when they are not available.
- b) 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.
- c) The Employer may offer casual employees the opportunity to provide their availability and book shifts as far as six (6) months in advance in writing (or by using an alternative method contemplated in 11.04 E).
- d) The Employer is not required to call casual employees who do not provide their availability as required in 11.04 C) 3) a).
- e) The Employer is not required to call casual employees for shifts for which they have indicated they are not available.

**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 entered in to the Employer's computer system.

**5) Orientation**

The Employer will provide casual employees with a minimum orientation as follows:

**LPN**

Minimum of one day shift on A&B or C&D and Evergreen.

Minimum of one evening shift on A&B or C&D; the opposite unit where day orientation occurred.

Minimum of one night shift when employees may be in charge.

**RN**

Minimum of five (5) shifts, four (4) day shifts, one (1) evening shift and if available to work nights at least one (1) night shift.

When casuals accept regular or temporary positions extra orientation may be provided and include care plans, care conferences and Resident Assessment Instrument.

The Employer will discuss requests from employees for more orientation time and when more orientation is deemed required it will be provided.

**D) Casual Register**

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

- 2) The Employer shall maintain a master casual register which shall include a list of all casual and registered part-time employees in descending order of their seniority hours.
- 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**

The manner in which casual and registered part-time employees shall be called to work shall be as follows:

- 1) The Employer shall offer casual work as defined in Article 11.04 A) to employees on the casual register in order of seniority providing the employee:
  - a) is registered for work;
  - b) has the qualifications and capabilities to perform the work being relieved; and
  - c) has been orientated.

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

- 2) When a block of work or shift(s) is known more than seven (7) days in advance, the Employer may contact employees by text message or email. Employees without access to text messaging or email will be called at the phone number provided. Employees will have twenty-four (24) hours to respond and the shift(s) will be awarded in order of seniority. When the shift is awarded, the bidders will receive confirmation within twenty-four (24) hours of the deadline. The confirmation will be in the same form as the shift(s) was offered.
- 3) When a block of work or shift(s) is known less than seven (7) days in advance, the shift(s) will be called out per the on call registry and employees' listed availability. Where the shift(s) remains unfilled after exhausting the registry, a group email and or text may be sent to canvas all employees on the registry. When the shift is awarded, the bidders will receive written confirmation promptly. The confirmation will be in the same form as the shift(s) was offered.
- 4) When email is used, group messages will be blind copied to protect the privacy of employee's personal email address.
- 5) Where a block remains unfilled the shift or shifts may be broken up and the available employees will be called again in order of seniority.
- 6) All emails and text messages will be recorded as part of the call in log book. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
- 7) Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three (3) shifts out of seniority order to conduct the assessment.
- 8) 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.
- 9) Where the Employer is seeking casual or registered part-time 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 and registered part-time employees to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per 11.04 E) 1) above.

#### 10) Telephone Call-In

The Employer shall be obligated to call an employee only for those days and shifts for which the employee has indicated they are available pursuant to 11.04 C) above.

- a) The Employer shall call by telephone only those 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 11.04 E)1).

The Employer shall permit the telephone to ring a minimum of eight (8) times.

- b) 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.
- c) 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.

An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04 E)1) by the Employer.

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

#### 11) Alternative Process for Casual Call-In

The Employer may introduce a process for the assignment of casual work which is an alternative to telephone call-in (set out in 11.04 E)) using available technology. If the Employer elects to use such an alternative process it will advise the Union.

This alternative process may put the onus on the employee to respond to posted schedules or circulated offers of work within a set time period which will be specific to the alternative process used. By mutual agreement which shall not be unreasonably withheld the Employer and the Union will determine how the procedures set out in 11.04 E) need to be modified for the alternative process. The principles in Sections 11.0E)1), 7), 8) and 9) shall be applied, and reasonable provisions will be made for employees who do not have reliable access to the internet or other technology.

- 12) 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.

#### F) Wage Entitlement

- 1) Casual employees shall be paid in accordance with the wage schedule.

Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1950)\*\* worked for the Employer at the increment step and for another health care employer during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked. Credit for such hours will be

effective the date the employer receives the verification.

- a) A casual employee hired having less than one (1) years' experience (1950 hours)\*\* shall be placed at the first step of the increment scale.
- b) A casual employee who terminates with the Employer and is employed within thirty (30) calendar days as a casual employee with the Employer shall retain the increment step attained with the Employer. Subsequent increments shall be granted pursuant to Article 11.04 F) 2).
- c) A new casual employee hired and not eligible to retain their increment step pursuant to Article 11.04 F) 2) b) shall receive credit for previous hours of experience on the wage increment scale as follows:
  - d) One (1) increment step for each 1950\*\* 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.
  - e) Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:
    - f) One (1) annual increment for every 1950\*\* hours of previous experience minus one 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.
    - g) \*\* The calculation of wage entitlement prior to April 1, 2013 will be based on 1879.2 hours.
- 2) A regular employee who terminates their 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.
- 3) When a casual employee applies for and receives a regular position in the worksite in which they have been employed, they shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes their previous experience in accordance with the provisions of Article 57 (Previous Experience) whichever is higher, and shall advance to the next increment on their anniversary date of employment.

## **G) Benefit Entitlement**

### **A) Regular Part Time employees**

All hours worked by part time regular employees accumulate for the purposes of sick leave and all benefits of the collective agreement.

### **B) Casual Employees**

#### **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) (12.4) percent 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, and premium pay for work on a paid

holiday.

The provisions of Article 60 (Payment of Wages), Article 65 (Wage Schedule Classifications), Article 66 (Wage Schedules), and Article 6.06 (Superior Benefits), apply to casual employees.

**4) Health and Welfare Coverage**

**a) Benefit Entitlement**

All casual employees who have completed 180 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 except any of them.

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

**b) 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.

- i) In order to be eligible, casuals, once enrolled in the plan, must have worked 939.6 hours with the Employer during the yearly period October 1 to September 30.
- ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.
- iii) 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.
- iv) 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 casual employee fills a position, posted or appointed, pursuant to Article 17.02 (Vacancy) and occupies the position in excess of four (4) months, they will be entitled to the following benefits:

- a) ability to take vacation time off, provided that the casual employee notifies the Employer indicating that the seven point six (7.6) percent vacation benefit is not to be paid out on every payday but accrued instead. A casual employee who remains in a temporary posting for a period of greater than six (6) months will be granted one opportunity to change their decision. Any request is required to be by written notification.
- b) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 45.01 (Accumulation) and be entitled to take such accrued sick leave in accordance with Article 45.01 (Accumulation); and

- c) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04 G) 4) a) above for the period subsequent to the first 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) a) above at the sole cost of the Employer.

Access to benefits shall cease at the end of the month when either:

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

Access to benefits shall continue if the casual employee commences work in another temporary position with the Employer within fourteen (14) 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 (1950)\*\* hours per year.

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

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

- 1) Determine the number of hours worked in the 12 month period.
- 2) Divide by 52 weeks.
- 3) Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

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

\*\* The calculation of seniority prior to April 1, 2013 will be based on 1879.2 hours.

#### I) **Overtime Pay**

A casual employee shall be entitled to overtime pay in the following circumstances:

- 1) Overtime at the rate of time and one-half (1.5) times will be paid for the first three (3) hours in excess of:
  - a) the normal daily full shift hours as defined in Article 27.01 (Hours of Work); or
  - b) the length of the extended shift offered and accepted.
- 2) Overtime at the rate of double time (2x) will be paid for all hours worked in excess of:
  - a) those worked in 1) above: or
  - b) forty-five (45) hours in a seven (7) day period: or
  - c) five (5) consecutive shifts where the shift length is a minimum of seven (7) hours; or
  - d) For any shifts worked in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.
- 3) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid for all overtime hours worked on a calendar paid holiday.

#### **Effective October 1, 2022**

#### I) **Overtime Pay**

A casual employee shall be entitled to overtime pay in the following circumstances:

- 1) Overtime at the rate of time and one-half (1.5x) times will be paid for the first two point five (2.5) hours in excess of:
  - a) the normal daily full shift hours as defined by Article 27.01 – Hours of Work; or
  - b) the length of the extended shift offered and accepted.
  
- 2) Overtime at the rate of double time (2x) will be paid for all hours worked in excess of:
  - a) those worked in 1 above; or
  - b) forty-five (45) hours in a seven (7) day period; or
  - c) five (5) consecutive shifts where the shift length is a minimum of seven (7) hours; or
  - d) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
  
- 3) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid for all overtime hours worked on a calendar paid holiday.

**J) One Time Deletion**

- 1) On a one-time basis and within six (6) months of the date of ratification, the Employer will be entitled to delete a casual employee from a casual register where that employee has not worked any hours in the twelve (12) months prior to the date of the letter referenced below.
- 2) The Employer will send a letter by registered mail to the casual employee at their last known address stating that the employee has not worked in the last twelve (12) months, and providing the employee with an opportunity to respond within 30 days with a bona fide reason for not accepting work. This letter will be copied to the Union. If the employee does not respond within 30 days, or does not provide the employer within 30 days with a bona fide reason for not accepting work, the employee will be deleted from the casual register.
- 3) If this one-time deletion causes the employee to be deleted from all casual registers on which that employee appeared, then the employee’s employment will end, and the letter referenced above will be considered effective notice pursuant to Article 15.04 (Employer Terminations).

**K) Probationary Period**

Newly hired casual employees will be probationary during their first three (3) months of employment or 487.5 hours worked, whichever is greater.

**L) Employer Approved Education Programs**

Casual employees attending Employer approved education programs paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of 162.5 hours at the employee’s regular hourly rate, must return to work for one (1) year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

**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 65 (Wage Schedule Classifications).

**12.02 Anniversary Date**

A regular employee’s initial date of current employment with the Employer as a regular employee shall be their 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 40 (Leave - General).

## **ARTICLE 13 - SENIORITY**

Regular RNs will be credited with a full year of hours at 1879.2 prior to July 1, 2013. After July 1, 2013 until March 3, 2016 all regular employees will accrue a full year of hours at 1950 hours. Regular employees will then accrue seniority as set out in 13.01. It is understood that seniority is attached to the individual not the position the employee holds.

### **13.01 Definition**

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

Seniority for a regular 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.

Accumulated hours shall include all paid hours and shall include unpaid hours as indicated in Article 40 (Leave General).

#### **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 (1950) hours per year. A regular employee who terminates their employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain their seniority accrued as a regular employee. A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual up to a maximum of the annual full-time equivalent (1950) hours per year.

C) Where two (2) or more Employees have the same seniority hours, the senior employee shall be determined by date of hire.

### **13.02 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days. Extended Work Day absence due to lay-offs, for the first one hundred and fifty (150) hours;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days Extended Work Day absence due to a general unpaid leave of absence, for the first one hundred and fifty (150) hours; and
- G) absence while on a long-term disability claim (including the qualifying period).

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

### **13.03 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.

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

- A) An employee accepting a position of a continuous nature which is with the Employer but outside of their bargaining unit, shall retain their seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- B) An employee temporarily substituting at Arrowsmith in an excluded position or within another bargaining unit, shall continue to accumulate their seniority.

### **13.05 Seniority Lists**

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

The seniority list shall contain the following information:

- i) first name and last name;
  - ii) job status and posted FTE (regular full-time, regular part-time, casual);
  - iii) wage schedule classification;
  - iv) start date;
  - v) seniority hours;
  - vi) job titles;
  - vii) worksite;
  - viii) Social Insurance Number (subject to B) below);
  - ix) phone number
  - x) email address
  - xi) mailing address.
- 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, phone number, email and mailing address 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.

### **13.06 Baseline Staffing**

The Employer will provide the union with copies of the baseline staffing levels, the regular FTEs and total casual hours. This data shall be provided on March 31 each year.

If the Union has questions or concerns regarding the baseline staffing levels, the appropriate senior staff from the Employer will meet with the appropriate senior officers of the Union to discuss the issues.

### **Information #1 Recognition of Seniority**

The Health Authorities will recognize seniority that was attained at the previous employer for successful applicants for regular positions where the previous employer was unionized with one of the constituent unions with the Nurses' Bargaining Association.

## **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.
- B) 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.
- C) By mutual written agreement between the Employer and the Union, the probationary period may be extended.

- D) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

## **ARTICLE 15 - TERMINATION OF EMPLOYMENT**

### **15.01 Employee Termination**

- A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) The period of notice as set forth in A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 49.04 (Scheduling of Vacation).
- C) Provided that 28 days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of B) above and may schedule any portion of their 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 (Employee Termination).

### **15.03 Notice – Penalty**

A regular employee who fails to give twenty-eight (28) calendar days' notice of termination shall be paid ~~for~~ **their** earned vacation entitlement less two percent (2%); for example; an employee entitled to 8% shall be paid 6%; an employee entitled to 10% shall be paid 8%; etc.

### **15.04 Employer Terminations**

The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. Reference Article 9.06 (Resolution of Employee Dismissal or Suspension Disputes).

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**

- A) Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than every three (3) years thereafter.
- B) The Employer will ensure the evaluation is performed by a person outside of the bargaining unit who has awareness and supervision of the work to be performed by the employee being evaluated.
- C) Employees will not be asked by the Employer to provide performance feedback or evaluation of bargaining unit members, except those employees engaged in providing orientation to probationary employees.

### **16.02 Employee Rights**

- A) When such a formal written evaluation is carried out the employee shall be given a copy, and be made aware of the evaluation in discussion with the employer. The employee will be given seven (7) days to review 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, within a further seven (7) days, and such objection shall be retained by the Employer with the evaluation.



- B) An employee shall be entitled, upon reasonable notice, access to their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- 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.

### **16.04 Letters of Expectation**

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed eighteen (18) months after the date of the letter.

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

## **ARTICLE 17 - VACANCY POSTINGS**

### **17.01 Postings**

- A) The Employer shall post notice of all nursing vacancies, describing the position, the date of commencement, a summary of the job description and the required qualifications, salary range, and the hours of work, including start and stop times and days off.
- B) Where the Employer determines that a position requires a BScN degree, the position will be posted with a notification that states the Employer will equally consider an equivalent combination of education, training and experience.
- C) The Employer agrees to post notices at least seven (7) calendar days in advance of selection.

The Employer may implement electronic job postings and electronic employee applications for job postings in conjunction with paper postings. When the Employer utilizes electronic job postings:

- i) A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite.
- ii) Employer will ensure that employees will have reasonable access to electronic posting information.

### **17.02 Vacancy**

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

- A) If the vacancy or new job has a duration of thirty (30) calendar days or more, the position shall be posted for a minimum of seven (7) calendar days in a manner which gives all employees access to such information.

- B) Notwithstanding A) above, if a temporary absence is greater than three (3) days and less than sixty (60) calendar days, the work of the absent employee shall not be posted and instead shall be filled as follows:
- i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position. Should a vacancy result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay over-time to the employee, the proposed move shall not be made. An employee who accepts work under this provision is not eligible to work in another assignment that conflicts with the accepted one;
  - ii) by employees registered for casual work;
  - iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under B) ii) for a period of up to seven (7) days.
- C) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph B) i) above shall be considered unavailable for such temporary vacancy.
- D) A part-time employee who has accepted a temporary vacancy referred to in paragraph B) i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.
- E) Where an employee declines an offer to work under b)(i) the Employer need not offer the work again to that employee under B) ii), if they are also registered for casual work.
- F) By mutual agreement, the parties may vary the job posting process set out in this Article.

### **17.03 Temporary Positions**

- A) The Employer may create regular temporary positions for vacation relief, union leave or other approved leave for more than one (1) incumbent for up to twelve (12) 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 (Postings). 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 their 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 Posting of Successful Candidate**

The name of the successful candidate shall be posted within three (3) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope or an email address.

### **17.05 Applications from Absent Employees**

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

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

## **ARTICLE 18 - JOB SHARING**

### **18.01 Preamble**

- A) To establish 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.
- B) 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.

### **18.02 Participation**

- A) The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established at the facility level.
- B) Employees may initiate a request for job sharing in writing (subject to Article 18.02 C) and D)).
- C) 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 shares will be within the same department and classification except where the Employer and Union agree in good faith.

- D) A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to Article 18.02 A), B) and C) above.
- E) 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, except for employees who are participating in a Job Share and have already completed their qualifying period.

### **18.03 Maintenance of Full-Time Positions**

- A) 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.
- B) Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement.
- C) If one job sharing partner decides to discontinue participation in a job share, they must give thirty (30) days’ notice and they will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made within. The period of thirty (30) days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full-time. If they do not wish a full-time position and no job sharing partner is found, then they would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.

- D) If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.
- E) The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.

**18.04 Schedules and Job Descriptions**

- A) A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- B) Job descriptions for the job sharing partners will be identical.
- C) The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
- D) Once established, the position of hours shared may be altered by mutual agreement of the parties.

**18.05 Benefits**

- A) As a general principle the employees will neither gain nor lose any benefits presently contained in the Collective Agreement.
- B) Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.
- C) Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

**18.06 Relief**

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

**ARTICLE 19 - PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS**

**19.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created, 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 (personnel file, references, etc.). Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, they shall be given, upon request, an explanation as to why their 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 17.04 (Posting of Successful Candidate). The Employer shall provide such reasons within a further fourteen (14) calendar days.

Where employees are applying for a vacancy in the same job and the same classification as they presently occupy, and when all applicants are from that same job and the same classification they will be deemed qualified and competent and will not need to go through the interview process.

**19.02 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.

The Employer will make all reasonable efforts to place the successful employee in the position within thirty (30) days of the posted start date.

### **19.03 Qualifying Period**

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

If a regular employee is promoted, transferred or demoted to a position either within or outside the certification and within ninety (90) calendar days, is found to be unsatisfactory, they shall be returned to their previously held position.

If a regular employee is promoted, transferred or demoted to a position, either within or outside the certification, and within ninety (90) calendar days, finds the position to be unsatisfactory, they shall be returned to their previously held position.

### **19.04 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:

- i) fire and disaster plan
- ii) organizational structure
- iii) relevant policies and procedures
- iv) physical layout of the worksite and unit
- v) duties of the position

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

### **19.05 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 they 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 they commence work in the new position. Reference Article 13.04 (Employment in Excluded Positions and Within Other Bargaining Units).

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

Regular employee promoted or transferred within the certification and returning to their 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 their formerly held position under the same terms and conditions as stated in B) above.

### **19.06 Salary on Promotion**

A promoted employee shall receive the lowest step in the new increment structure which shall give them 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.

### **19.07 Increment Anniversary Date**

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

### **19.08 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.

### **19.09 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.

### **19.10 Staff Replacement – Long Term Absences**

Employees on vacation will be replaced except where the service levels are reduced. The Employer will make all reasonable efforts to replace vacation leaves using regular relief positions, or temporary postings.

Employees on long-term leaves, (e.g. maternity leave, LTD) will be replaced. The Employer will make all reasonable efforts to replace these long-term leaves using regular relief or temporary postings.

### **19.11 Staff Replacement– Short Term Absences**

Where there are vacancies due to short term absences the Employer will replace those vacancies using the following:

- i) Casuals
- ii) Regular part-time
- iii) Regular full-time

## **ARTICLE 20 - LAY-OFF & RECALL**

These provisions shall be utilized to protect regular employees, wherever, possible, from loss of employment, with the exception of employees who are dismissed for cause.

### **20.01 Displaced Employees**

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

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

#### **A) Notice to the Union**

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

#### **B) Displaced Employees' Options**

A meeting will be arranged between the displaced employee, the shop steward and Employer representative(s). The Employer will make available a list of current union vacancies within their worksite, a list of unfilled vacancies, a current union seniority list for the worksite (see Article 13.05) and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 20.01B) above, of the position they have chosen under Article 20.01 B) 1) or Article 20.01 B) 2) c).

At the end of the seven (7) day period noted above, or earlier if it is agreed that no comparable

worksite bump is available per Article 20.01 B) 2) c) prior to that time, the displaced employee will have a further seven (7) calendar days to notify the Employer in writing of the position they have chosen under Article 20.01 B) 2) d).

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions:

1) **Vacancies**

- a) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for 2 months prior to the issuance of displacement notices.
- b) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted, or unfilled vacancies that have been previously posted and gone unfilled. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

2) **Bumping**

- a) Displaced employees can elect to bump to a position in line with seniority (subject to 2b) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.
- b) Displaced employees will choose a position to bump into by designating:
  - i) the FTE;
  - ii) the unit; and
  - iii) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.

They will then bump to the position held by the junior employee with the designated FTE, shift pattern and unit. Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 20.01 B).

3) **Lay-off**

If a displaced employee finds there is no satisfactory position available to them, they may elect lay-off.

4) **Access to Casual Work**

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

5) **Severance Allowance**

A laid-off employee shall be entitled to severance allowance pursuant to Article 59 (Severance Allowance).

**C) Displacement Processes**

- 1) The Employer may elect to process all displacements, selection of vacancies and bumps

as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.

- 2) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.
- 3) An employee selecting or bumping into a position under Article 20.01 B) 1) or 20.01 B) 2) shall be considered a qualifying employee pursuant to Article 19.03 (Qualifying Period) and shall be entitled to orientation as specified in Article 19.04 (Orientation and Training). If the employee is found to be unsatisfactory in the qualifying period, they shall be entitled to one additional access to the provisions of Article 19.01 B). If found to be unsatisfactory a second time, they shall be laid off.
- 4) Any change in position under Article 20.01 B) 2) shall not result in a promotion unless agreed upon between the Union and the Employer.
- 5) A displaced employee filling a lower rated position under 20.01 B) 1) or 2) shall continue to be paid at their current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump or fill a lower rated position under 20.01 B) 1) or 2) rather than accepting a vacancy or unfilled vacancy within their own classification which they are qualified and capable to perform. Such employees shall assume the rate of pay of the lower rated position.

## **20.02 Advance Notice**

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

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

- 1) less than five (5) years' service – twenty-eight (28) calendar days' notice, or regular pay for twenty (20) work days;
- 2) 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;
- 3) more than ten (10) years' service – sixty (60) calendar days' notice, or regular pay for forty (40) work days.

### **B) Extended Work Day - Regular Full-Time Employees**

- 1) Less than 5 years' service – 28 calendar days' notice or regular pay for 150 working hours.
- 2) Minimum of 5 years' but less than 10 years' service – 40 calendar days' notice or regular pay for 225 working hours.
- 3) More than 10 years' service – 60 calendar days' notice or regular pay for 300 working hours.

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

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

$$\frac{\text{hours paid per month} * (\text{excluding overtime})}{x}$$



\*Includes leave without pay up to twenty (20) work days, reference Article 40 (Leave General).

\*\*Entitlement as in A) 1), 2) or 3) or entitlement as in Extended Work Day Regular Full Time Employees A) 1), 2) or 3).

**D) Application**

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

**E) Significant Layoffs or Closure of Facility**

Notwithstanding clause 19.02 A and C in the event of a significant number of layoffs or closure of the facility the employer shall also give regular employees the following written notice of layoff or normal pay for that period in lieu of notice:

Less than two (2) years' seniority – thirty-one (31) calendar days;

Two (2) or more years' seniority but less than three (3) years' seniority – two (2) months;

Three (3) or more years' seniority but less than four (4) years' seniority – three (3) months;

Four (4) or more years' seniority but less than five (5) years' seniority – four (4) months;

Five (5) or more years' seniority – six (6) months.

**20.03 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 40 (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).

**20.04 Extended Work Day - Benefits Continue**

A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for 150 working hours, and shall have their benefits maintained for the balance of a one (1) year period of time. Reference Article 40 (Leave Approval or Denial).

B) Employees with less than one (1) year of service but more than 3 months of service who are laid-off shall not accrue benefits for 150 working hours but shall have their benefits maintained for a one (1) year period of time.

C) Probationary employees who are laid-off shall not accrue benefits for 150 working hours but shall have their benefits maintained for three (3) months.

D) For the first 150 working hours of lay-off as expressed in A) above, the Employer shall continue to pay all 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, 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).

#### **20.05 Recall**

- A) Should regular vacancies occur following lay-off, those employees on lay-off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.

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

- B) The Employer shall give seven (7) calendar days' notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of their current address.

Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01 (Postings). No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 19.03 and shall be entitled to orientation as specified in Article 19.04. If the employee is found to be unsatisfactory in the qualifying period, they shall be returned to the recall list. Total time on the recall list shall not exceed one year.

#### **20.06 Recall Period**

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

#### **20.07 Leaves of Absence**

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

#### **Information # 2 - Laid off Employees and External Health Authority Vacancies**

Health Authorities commit to provide laid off employees within the health sector who have exhausted their Article 20 rights, with placement into external Health Authority vacancies or, if required, appropriate orientation and education for the scope of practice necessary for safe practice in the acute or community setting.

The parties agree to jointly develop guidelines that will maximize opportunities for laid off nurses through orientation and/or education for those employees.

This process may be enabled through access to the Training/Education Partnership Fund.

## **ARTICLE 21 - TECHNOLOGICAL CHANGE, AUTOMATION**

### **21.01 Technological Policy**

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

### **21.02 Technological Displacement**

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

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

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

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

### **21.03 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 their current wage rate until the wage rate in the new position equals or exceeds it.

### **21.04 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 Article 20 (Lay-Off and Recall).

### **21.05 Adjustment Plan**

The Parties acknowledge Section 54 of the Labour Relations Code. The Employer and the Union shall meet within twenty-one (21) days of the date of any notice pursuant to Section 54. The consultation will look at minimizing the negative affect on employees and impact to working conditions.

## **ARTICLE 22 - CREATION OF NEW POSITION**

### **22.01 Employer Notice**

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 65 (Wage Schedule Classifications) and shall provide a copy of the new job description to the Union, pursuant to Article 24 (Job Descriptions).

### **22.02 Implementation**

A) If the Union objects to the Employer's classification assignment, it must do so via the Job Classification Review Procedure.

#### **B) Job Classification Review Procedure**

- 1) Where the Union has initiated the Job Classification Review Procedure, representatives of the Union and the Employer shall within twenty-eight (28) days consider which profile best describes the core function of the job in question and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.

- 2) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be John Kinzie, Joan Gordon, or another mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 22.02 B) i)) as the parties in determining the appropriate classification/wage level for the job in question.
- 3) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the Employer to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

## **ARTICLE 23 - CHANGE IN CLASSIFICATION**

### **23.01 Employer Notice**

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 65 (Wage Schedule Classifications) and shall provide a copy of the new job description to the Union pursuant to Article 24 (Job Descriptions).

### **23.02 Implementation**

A) If the Union objects to the Employer's classification assignment, it must do so via the Job Classification Review Procedure.

#### **B) Job Classification Review Procedure**

- 1) Upon initiation of the Job Classification Review Procedure, representatives of the Union and the Employer shall within twenty-eight (28) days consider which profile best describes the core function of the job in question, and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.
- 2) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be John Kinzie, Joan Gordon, or another mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 22.02 (Implementation B) 1)) as the parties in determining the appropriate classification/wage level for the job in question.
- 3) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the Employer to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/ wage level of the job.

### **23.03 Employee Grievance**

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 23.02 B) above shall be utilized.

## **ARTICLE 24 - 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, worksite, 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. 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. Employees shall have access to a copy of the current job descriptions.

## **ARTICLE 25 - JOB CLASSIFICATION AND PAY EQUITY PROCESS**

The parties agree to the principles of pay equity.

## **ARTICLE 26 - WORK SCHEDULES**

### **26.01 Master Work Schedule**

The 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.

### **26.02 Determination of Work Schedules**

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

### **26.03 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 their shift schedule for an advanced period of six (6) weeks.

### **26.04 Requirements of Work Schedules**

- A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.
- B) The employee may request in writing to work fixed evening or night shift.
- C) A regular employee shall not be scheduled to work more than five (5) consecutive days, unless requested by the employee and agreed to by the Employer.
- D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived. This clause (26.05 E)) is applicable to any rotation change occurring after March 3, 2016.
- F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. Reference Article 1.02 (Definitions).

### **26.05 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 42.04 D) (Changes in Schedule with Insufficient Notice).

### **26.06 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 except for the nominal costs associated with processing a shift exchange over and above those expenses which would have resulted had the exchange not taken place.

**26.07 Leave of Absence Refused**

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than seven (7) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

Article 36 (Leave – Compassionate), Article 37 (Leave – Court Appearance), and Article 45 (Leave – Sick), do not apply.

**26.08 Extended Work Day**

- A) Variations to this article are to provide for an extended work day which refers to schedules with shifts greater than eight (8) hours in length.
- B) A regular employee shall not be scheduled to work more than four (4) consecutive extended shifts unless agreed to between the parties.
- C) The Employer and the Union agree to waive that portion of Article 26.04 E) reading:  
Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period.
- D) Nursing Staff Work Schedules may take the form of either a two shift or single shift rotation.

For the purposes of this article, B) and C) refer to schedules with shifts greater than eight (8) hours in length.

- E) As a general principle the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Collective Agreement.
- F) As a general principle the employees will neither gain nor lose any benefit(s) presently contained within the Collective Agreement.
- G) For the extended work day, "days" have been converted into working hours, so that one (1) day shall equal seven point five (7.5) paid hours. For example, three (3) days compassionate leave is converted to  $3 \times 7.5 = 22.5$  working hours. The hours may be used to allow for paid time of the whole extended work day shift.

**26.09 Three Different Shifts Worked**

**(Where operations are on a 24 hour continuous basis)**

- A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
- B) On implementation of revised work schedules as outlined in 26.04 A) regular employees shall not be required to work three different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the

applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

**26.10 Responsive Shift Schedules (RSS)/Rotations**

The Employer and the Union recognize the importance and need to create shift schedules that are responsive to nurses’ needs and also meet operational requirements.

These responsive scheduling options may include;

- i) Collaborative shared master rotations:
- ii) Individual line rotations
- iii) Responsive shift schedules with back-up master rotations.

**ARTICLE 27 - HOURS OF WORK, MEAL PERIODS, REST PERIODS**

**27.01 Hours of Work**

**A) Regular Work Day/ Work Week**

There shall be an average of 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.

Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than seven point five (7.5) hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 26.02).

**B) Extended Work Day**

It is understood and agreed that the hours of work as set out hereunder are specifically revised to conform to the requirements of the extended work day.

There shall be eight (8) work hours or more per day and an average of not more than thirty-seven point five (37.5) work hours per week over the period of weeks in the rotation. The weekly hours of work will be computed as follows:

$$\frac{\text{The number of work hours per day (excluding overtime)} \times \text{The number of work days in a work schedule}}{\text{Number of weeks in the work schedule}}$$

The daily full shift hours and weekly full shift hours shall be exclusive of meal periods.

**27.02 Consecutive Hours of Work**

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

**27.03 Meal Periods**

**A) Regular Work Day/ Work Week**

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, 27.03 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 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 their meal period the provisions of 2) apply.
- C) Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time 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 29 (Overtime).
- E) **Extended Work Day - Meal Period**
- 1) Two (2) meal periods of a continuous one-half (.5) hour each will be provided during each employee's shift of ten (10) hours or more.
  - 2) When an employee is designated either expressly or implicitly to be available for work during a meal period; and
    - a) The employee is scheduled to work ten (10) hours or more and receives two (2) meal periods (of 30 minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example 11 hours + 60 minutes = 12 hours regular pay.)
    - b) The employee is scheduled to work ten (10) hours or more and does not receive the two (2) meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus 60 minutes pay at time and one-half (1.5) the regular pay.
  - 3) At the employee's discretion, based on operational requirements, the meal periods may be combined to a maximum of sixty (60) minutes at one time.

#### **27.04 Rest Periods**

##### **A) Regular Work Day/ Work Week**

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. At the employee's discretion, based on operational requirements, the rest period maybe combined and taken as a thirty (30) minute rest period. Extended Work Day Employees working a full shift of ten (10) hours or more shall receive three (3) rest periods of fifteen (15) minutes distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

- B) At the employee's discretion, based on operational requirements, the rest period may be combined up to a maximum of forty –five (45) minutes at one time. Employees may leave the worksite only during unpaid breaks.



### **27.05 On-Call Time**

Hours of work shall not include on-call time.

### **27.06 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 28 - REGULARIZATION OF HOURS**

The parties agree that overtime hours, hours worked by casual employees, hours worked by part-time employees above their normal FTE and hours worked by agency nurses will be jointly reviewed every 6 months and wherever possible where the hours are consistent and recurring, will be converted into, or added to, regular positions.

## **ARTICLE 29 - OVERTIME**

### **29.01 Definition**

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 27.01 (Hours of Work).

### **29.02 Authorization**

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

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

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

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

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

A regular full-time employee may be requested by the Employer to work on only one (1) of their 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. Employees working an extended workday shall not work double shifts.

### **29.04 Application**

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

### **29.05 Overtime Pay Calculation**

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

- A) Overtime at the rate of time and one-half times (1.5x) shall be paid for the first three (3) hours in excess of the normal daily full shift hours as defined by Article 27.01 (Hours of Work)
- B) Overtime at the rate of double (2x) time shall be paid:
  - 1) for all hours in excess of those worked in A) above;
  - 2) for all hours worked on a regular full-time employee's scheduled day off
  - 3) For regular part-time employees, all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working in excess of:
    - Thirty-seven point five (37.5) hours in a seven (7) day period; or
    - five (5) consecutive shifts where the shift length is a minimum of seven (7) hours.
- 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.

**Effective October 1, 2022**

- A) Overtime at the rate of time and one-half times (1.5x) shall be paid for the first two and one-half (2.5) hours in excess of the normal daily full shift hours as defined by Article 27.01 (Hours of Work).
- B) Overtime at the rate of double (2) time shall be paid:
  - 1) for all hours in excess of those worked in A) above;
  - 2) for all hours worked on a regular full-time employee's scheduled day off
  - 3) For regular part-time employees, all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working in excess of:
    - Thirty seven point five (37.5) hours in a seven (7) day period; or
    - five (5) consecutive shifts where the shift length is a minimum of seven (7) hours.

**29.06 Extended Work Day - Overtime Pay Calculation**

- A) Overtime at the rate of time and one-half times (1.5x) will be paid for the first three (3) hours in excess of the daily full shift hours.
- B) Overtime at the rate of double time will be paid for all hours in excess of those worked in A above.
  - 1) for hours worked on a regular full-time employee's scheduled day off,
  - 2) for regular part-time employees, all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working;
    - i) in excess of five (5) consecutive shift where the shift length is a minimum of seven (7) hours; or
    - ii) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours
- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate will be paid:
  - 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' advance notice.

**Effective October 1, 2022**

**29.06 Extended Work Day - Overtime Pay Calculation**

- A) Overtime at the rate of time and one-half (1.5) will be paid for the first two and one-half (2.5) hours in excess of the daily full shift hours.
- B) Overtime at the rate of double time will be paid:
  - 1) for all hours in excess of those worked in A) above;
  - 2) for hours worked on a regular full-time employee's scheduled day off,

- 3) For regular part-time employees, all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working;
  - i) in excess of five (5) consecutive shifts where the shift length is a minimum of seven (7) hours; or
  - ii) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.

### **29.07 Assignment of Overtime**

#### **Unanticipated Overtime**

When the Employer calls out overtime with less than twenty-four (24) hours advance notice the work will first be offered to employees who are at work in order of seniority.

The overtime will be offered:

- a) in full, and if not filled;
- b) Split for those at work if they can provide full coverage.

Where overtime is not covered by a) or b) above, the employer may offer the work to any available and qualified employee by seniority.

The overtime will be offered:

- a) in full, and if not filled;
- b) Split to cover the whole shift.

### **29.08 Cancellation of Assignment of Overtime**

When the Employer has awarded overtime as above the employer may cancel the awarded overtime without penalty where the cancellation is within two (2) hours of the awarding of overtime.

Where more than two (2) hours have passed the employer may cancel the overtime before the employee reports for the assigned overtime shift by compensating the employee two (2) hours at regular rates of pay.

Where the employee has reported to the worksite for assigned overtime, the employer may cancel the overtime shift and compensate the employee who has not started work at two (2) hours at the appropriate overtime rate. Where the employee has started work the employee will be compensated for all hours worked and an additional two (2) hours at the appropriate overtime rate.

### **29.09 Pre-booked Overtime**

When the Employer calls out overtime with more than twenty-four (24) hours advance notice the work will be offered to all employees in order of seniority, except those known to be unavailable or on approved leave for the shift or shifts to be filled.

When the Employer has awarded pre-booked overtime employer may cancel the awarded overtime without penalty where the cancellation is within twelve (12) hours of the awarding of overtime.

Where more than twelve (12) hours have passed the employer may cancel the overtime before the employee reports for the assigned overtime shift by compensating the employee two (2) hours at regular rates of pay.

Where the employee has reported to the worksite for pre booked overtime, the employer may cancel the overtime shift and compensate the employee who has not started work at two (2) hours at the appropriate overtime rate. Where the employee has started work the employee will be compensated for all hours worked and an additional two (2) hours at the appropriate overtime rate.

### **29.10 Meal**

An employee who works two and one-half (2.5) hours of overtime immediately before or following their scheduled hours of work shall receive a meal and fifteen (15) minutes with pay to allow for a break.

## **ARTICLE 30 - SHIFT PREMIUM AND WEEKEND PREMIUM**

### **30.01 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.

### **30.02 Extended Work Day**

An employee shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked between 1500 hours and 2300 hours, and three dollars and twenty-five cents (\$3.25) between 2300 hours and 0700 hours.

#### **Effective October 1, 2023**

An employee shall be paid a shift premium of one dollar and ten cents (\$1.10) for all hours worked between 1500 hours and 2300 hours, and three dollars and fifty cents (\$3.50) between 2300 hours and 0700 hours.

For shifts of eight (8) hours or less, the shift premium is payable only when one-half or more than one-half of the hours of work fall within the defined evening or night shifts. In such cases the shift premium shall be paid for all hours.

### **30.03 Shift Premium**

The evening shift premium shall be one dollar and ten cents (\$1.10) per hour. The night shift premium shall be three dollars and twenty-five cents (\$3.25) per hour.

#### **Effective October 1, 2023**

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

### **30.04 Weekend Premiums**

#### **A) RN**

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

#### **B) LPN**

An Employee shall be paid a weekend premium of one dollar and fifty cents (\$1.50) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective October 1, 2023, 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.

### **30.05 Super Shift Premium**

An employee shall be paid a super shift premium of one (\$1.00) dollar per hour for each hour worked between 2300 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

## **ARTICLE 31 - ON-CALL, CALL-BACK AND CALL-IN**

### **31.01 Definitions**

A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.

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

### **31.02 Application**

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

### **31.03 On-Call**

#### **A) Premium**

An employee on-call shall be paid premium of three dollars and seventy-five cents (\$3.75) per hour for the first seventy-two (72) hours on-call in a calendar month. Thereafter, the employee shall receive four dollars and twenty-five cents (\$4.25) per hour.

Effective October 1, 2022, an employee on-call shall be paid premium of four (\$4.00) dollars per hour for the first seventy-two (72) hours on-call in a calendar month. Thereafter, the employee shall receive four dollars and twenty-five cents (\$4.25) per hour.

#### **B) On-Call Limited**

Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days, unless mutually agreed by the employee and Employer and approved by the Union.

#### **C) Pagers**

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

- D) No nurse will be required to provide on call services greater than twenty (24) hours in a week from Thursday at 19:00 to the following Thursday at 19:00.

### **31.04 Call-Back**

#### **A) Compensation**

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 29.05 for each separate call-back.

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

An employee receiving the on-call premium specified in Article 31.03 and who is called back to work on any of the paid holidays listed in Article 42 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.

#### **D) Phone calls**

On-call employees who receive calls that do not require them to report back to the work site, but require them to consult, will be paid a minimum of fifteen (15) minutes at one and one half (1.5) times the appropriate rate of pay for the hour for each call received in addition to the on call premium.

In no case will the number of calls per hour cause the overtime paid to exceed the rate of time and one half (1.5) the appropriate rate of pay for the hour.

### Examples

Five (5) or more calls, in a one hour period, would be paid at 1.5x the appropriate rate of pay for 60 minutes not 75 or more minutes.

If an employee receives two (2) calls at 2:00am and three (3) calls at 4:00am they would be entitled to 30 minutes for the first two calls and 45 minutes for the three calls at 4:00am.

### **31.05 Application of Call-Back**

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

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

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

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

### **31.06 Call-Back Travel Allowance**

An employee called back to work shall receive call-back travel allowance based on the automobile allowance rates set by the Canada Revenue Agency.

### **31.07 Call-In**

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

### **31.08 Insufficient Off-Duty Hours**

If an employee works overtime immediately following their 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 their next shift until they have received a total of eight (8) consecutive hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their 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 32 - RESPONSIBILITY PAY**

When the Administrator, Care Manager, or Manager of Therapeutic Services is not at the work site or is unavailable a nurse will be designated in charge.

Those designated in charge of the worksite shall be paid an allowance of one dollar and seventy-five cents (\$1.75) per hour.

A special allowance of one dollar and seventy-five cents (\$1.75) per hour shall be paid to a nurse who is designated to relieve in a higher rated position within the bargaining unit.

An employee cannot receive both premiums referenced above on any given shift.

## **ARTICLE 33 - NON-DISCRIMINATION**

### **33.01**

- 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 practised 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 practised with respect to any employee on the basis of sexual orientation.
- D) 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.

### **33.02 Workplace Training and Employer Policy**

- A) 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, discriminatory, psychological and sexual harassment.
- B) The Employer's policy shall be consistent with this Article.

### **33.03 Respectful Conduct in the Workplace**

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work related gatherings. Discrimination, harassment and bullying is unacceptable behaviour and will not be tolerated in any circumstances.

### **33.04 Witnessing or Experiencing Discrimination, Harassment and Bullying**

An employee who witnesses or experiences harassment should reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

### **33.05 Complaint Options**

Workers who have experienced harassment or discrimination have the right to remedy as determined by the facts of the situation and may seek resolution by filing:

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

### **33.06 Union Representation**

Employee(s), complainant or alleged harasser may have Union representation at any point in the complaint, investigation or grievance process.

### **33.07 False Allegations**

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

### **33.08 Investigations**

- A) All complaints shall be addressed in a timely manner.

- B) All parties involved in a complaint will fully cooperate in the investigation and resolve of the complaint.

### **33.09 Confidentiality**

All persons involved in a complaint shall hold in confidence all information of which they become aware; however it is recognized that the Employer and Union will be made aware through the proceedings.

### **33.10 Definitions and Examples**

Behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of others; behaviours may be repeated or persistent or may be a single serious incident.

- A) 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.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

- B) Personal harassment means verbal or physical behaviour 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.
- C) Bullying 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) 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 Articles 3 (Management Rights), Article 9 (Grievances), and Article 34 (Occupational Health and Safety Program) of this agreement;
- v ) Support - Individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

### **33.11 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.

### **33.12 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 34 - 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 the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

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

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulation made pursuant to the Workers' Compensation Act. The Committee shall be comprised of equal representation from the Employer and the Union, 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.

Where the Joint Occupational Health and Safety Committee is conducting an accident investigation involving a member, the OH&S representative designated shall be involved where it does not delay the investigation.

The Employer will encourage the expanded OH&S knowledge and skill base of all OH&S committee members. Such measures may include in-services, courses offered by external agencies, video training and printed matter.

The Employer will encourage managers to actively participate as members on their respective OH&S committees.

The Union will continue to encourage its members to actively participate on OH&S committees.

### **34.02 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 effect on the employee's health.

### **34.03 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. The Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- B) 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.
- C) 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.
- D) 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.
- E) The Employer will make readily available ongoing and updated information, manuals, online tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- F) The Employer agrees to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in- service under Article 38.02 (Leave-Education-Staff Development Programs).

#### **34.04 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 they so request, will be granted an unpaid leave of absence until maternity leave commences.

#### **34.05 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.

#### **34.06 Workload**

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

- i) investigate the difference;
- ii) define the issue in the difference; and
- iii) make written recommendations to resolve the differences.

#### **34.07 Addressing Workplace Violence and Respect in the Health Workplace**

- A) The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

#### **Violence Prevention Program**

- B) The Employer will establish a violence prevention program or review their existing program where one is in place that will include:
  - i) Creation of a violence prevention sub-committee to develop control measures and provide guidelines to local Health and Safety Committees and to compile an annual report of violence prevention activities to the local JOSH Committees;
  - ii) Risk assessments coordinated by the local JOSH Committees and reported to the Union
  - iii) Ongoing employee education and training.

#### **C) Towards a Respectful Workplace**

The Employer is committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients 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. These policies will be accessible to staff and users of the health care system regarding expectations and consequences of inappropriate behaviour and violence.

### **ARTICLE 35 - STANDARDS FOR MEASURING NURSE WORKLOAD AND APPLICATION OF NURSE STAFFING PLANS**

- A) It is agreed that nursing is a fundamental element of British Columbia's health care system. Patient safety and positive patient outcomes are dependent upon having appropriate staffing plans which provide reasonable workloads for nurses.

- B) It is also recognized that nursing workload is a significant issue that needs to be addressed. The literature suggests that continual excessive workload can lead to an overly stressful work environment and may result in poor decision making by care givers, high staff turnover, recruitment problems, increased use of medical disability programs and absenteeism, and the need to pay overtime in order to fill the subsequent vacancies.

Variables which need to be considered in developing appropriate staffing plans include:

- i) Patient/resident/client clinical acuity;
- ii) Nature and complexity of care provided;
- iii) Functionality of the capital facility;
- iv) Location of facility or service;
- v) Workforce Resources (FT/PT/Casual and scheduling options, etc).

It is understood that it is a vital task of the parties to provide quality patient care and optimize nurses' working conditions in order to ensure a robust public health care system for the people of B.C.

**C) Implementing Appropriate Workload Measurement Tools and Nurse Staffing Plan Processes**

The parties agree that workload measurement tools are a means to facilitate informed discussion and decision-making about safe workloads for nurses, rather than being an end in themselves. While workload measurement tools have undergone advances in recent years they are not yet fully developed outside of the acute care and residential care setting. Principles that should be met in determining appropriate workload measurement tools and nurse staffing plans should be:

- i) Evidence-based;
- ii) Based on patient/resident/client needs, acuity and outcomes.

**Local Nursing Workload Committees**

The mandate will be to advise management on the appropriate implementation and tracking of the workload measurement indicators and staffing plan processes.

**Employer Objectives for Reasonable Workload**

The following articulates the elements to be brought into consideration in assessing and responding to workload issues:

- i) The staffing level should be aligned with the mix of patients being served
- ii) Appropriate relief should be allocated to account for vacancies due to vacation, union leave, leave of absence, etc.
- iii) There should be an appropriate surge capacity available to deal with changes in patient load and acuity over the course of time
- iv) There should be accessible, empowered, skilled frontline leadership
- v) Other key resources which can assist in the management of workload and may need to be made available include:
  - a) Equipment
  - b) Clerical support
  - c) Allied health providers
  - d) Patient transport support
  - e) Information and communication technology

**Workload Resolution Process**

Any unresolved concerns regarding workload may be addressed through the PRF process and/or grievance procedure.

**ARTICLE 36 - LEAVE – COMPASSIONATE**

**36.01 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, step-child, parent (or alternately step-parent), brother, sister (or alternately step-brother or step-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.

**36.02 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.

**36.03 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 46 Leave – Special.)

**36.04 Extended Work Day - Leave – Compassionate**

Compassionate leave of absence with pay shall be granted for twenty-two point five (22.5) working hours.

Up to fifteen (15) additional working hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

**ARTICLE 37 - 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 their regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that they are normally scheduled to work, providing these do not exceed their regular or extended workday 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 38 - LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS**

**38.01 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.

**38.02 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.

### **38.03 General Education Programs**

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

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

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

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

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

The Employer shall grant one (1) day's 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~~ **their** own time. Such educational leave of absence with pay is not to exceed nine (9) days of Employer contribution.

#### **D) Extended Work Day – Employee Requested Leave**

The Employer shall grant an educational leave of absence with pay, subject to the approval in Article 38.03 B) for normally scheduled work hours, as posted, that an individual regular employee gives of their own time. Such educational leave of absence with pay is not to exceed sixty-seven point five (67.5) hours of Employer contribution.

#### **E) 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.

#### **F) Employer Approved Education Programs**

Regular employees attending Employer approved education programs where the Employer pays 162.5 hours or more for the employee to participate, must return to work for one year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

### **ARTICLE 39 - 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 themselves from work, they shall suffer no loss of salary for the scheduled hours away from work. This applies when the voting polls are not open for a minimum of four (4) consecutive hours either prior to or following their scheduled shift.

### **ARTICLE 40 – LEAVE - GENERAL**

#### **40.01 Approval or Denial**

The Employer will confirm in writing within nine (9) days that the requested leave has been approved or denied. Where the employee has not received written notice within the nine (9) days the requested leave will be deemed approved.

#### **40.02 Application**

A) An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate seniority, and all benefits including applicable

Superannuation or pension plans, provided the employee continues to remit their contributions during this period. The employee will return to their former job and increment step.

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

#### **Extended Work Day - Application**

- C) An employee granted unpaid leave(s) of absence totalling less than one hundred and fifty-seven point five (157.5) working hours in any year shall continue to accumulate seniority, and all benefits. Any excess over one hundred and fifty (150) working hours in any year shall be deducted from the 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 48.01G) – Leave – Union shall not be deducted from the one hundred and fifty (150) working hours / twenty (20) work days, or balance thereof, as expressed above.

#### **40.03 Unpaid Leave – After Three Years**

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

#### **40.04 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. The Employer shall make every reasonable effort to provide the leave subject to operational requirements.

Reasonable notice of at least seven (7) 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.

#### **40.05 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 41 - PARENTAL LEAVE**

#### **41.01 Natural Mother**

##### **A) Maternity Leave**

A regular employee shall be granted seventeen (17) weeks maternity leave of absence without pay. Such leave may commence thirteen (13) weeks prior to the expected birth date 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 the pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

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

- a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 40 Leave - General.
- b) For the balance of a 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**

In addition to a maternity leave of absence as described above, upon written request and within seventy-eight (78) weeks of the birth of the child, a regular employee shall also be granted an unpaid parental leave of absence of up to sixty-one (61) consecutive weeks. 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 seventy-eight (78) 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, they are unable to return to work when their leave ends under A) above.

A request for special circumstances leave pursuant to Article 41.01 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 newborn child will be or is at least six (6) 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 consecutive (5) weeks additional leave may be taken.
- 3) An employee's combined entitlement to leave under subsections A), B), and C) of Article 41.01 is limited to eighty-nine (89) 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 41.01 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, proceeding 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. Employees may seek an accommodation during the pregnancy.



- 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 their 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 their employment because of the employee's pregnancy or their absence for maternity reasons.

#### **41.02 Natural Father**

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

Upon written request and within seventy-eight (78) weeks of the birth of the child, a natural father may apply for up to sixty-two (62) weeks parental leave without pay.

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

- a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 40 Leave – General.
- b) For the balance of the leave taken 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 – 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) consecutive weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of sixty-seven (67) weeks.

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

For the balance of the leave taken 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 eighty-nine (89) weeks will be unpaid leave without any benefits.

##### **D) Parental Leave Allowance**

An employee who qualifies for parental leave shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. Reference Article 41.06.

#### **41.03 Adoptive Parents**

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

Upon request, a regular employee shall be granted sixty-one (61) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees shall decide which of them will apply for adoption leave.

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

- a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 40 (Leave – General).
- b) For the balance of the leave taken, 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.

**B) Parental Leave**

In the event both adoptive parents are employees of the Employer, any adopting parent who did not apply for adoption leave of absence without pay may within seventy-eight (78) weeks from the date of taking custody, apply for up to sixty-one (61) weeks parental leave without pay. Employees are encouraged to provide four (4) weeks' notice prior to the leave date.

**1) Benefits**

- a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 40 (Leave – General).
- b) For the balance of the leave taken 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 – 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) consecutive weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances).

**1) Benefits**

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, will be unpaid leave without benefits.

**41.04 Return to Employment**

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

**41.05 Bridging of Service**

If a regular employee, 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 Employer, they 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 the Employer and applies for and receives a regular position at the worksite.

- E) The employee must serve a three month probationary period.
- F) An employee returning to work under this clause shall retain their former increment level and years of service for vacation purposes.

#### **41.06 Supplemental Employment Benefit (SEB) Plan**

##### **Maternity and/or Parental Leave Allowance**

- A) To be entitled to the maternity or parental leave allowances an employee must sign an agreement that they will return and remain in the Employer's employ for a period of at least six (6) months as a regular employee after their return to work.
- B) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months as a regular employee, the employee shall reimburse the Employer for the maternity or parental leave allowance received under Articles 41.01, 41.02.

##### **Maternity Leave Allowance**

- A) An employee who qualifies for maternity leave pursuant to Article 41.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*.
- B) Employees are not entitled to receive the maternity leave allowance 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 they satisfy the Employer that their absence is due to a valid health-related condition, and that they are unable to attend at work to perform their duties.

The employee shall not be prohibited from utilizing sick leave credits prior, or subsequent, a period of maternity leave.

##### **Parental Leave Allowance**

- A) In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- B) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and eighty-seven (87%) percent of the employee's basic pay.

##### **The Plan**

- C) The employee must specify whether they have elected for standard or extended parental leave benefit coverage as per the *Employment Standards Act*.
  - 1) To be eligible for SEB Plan benefits as described below an employee must:
    - a) not be in receipt of sick leave benefits;
    - b) must provide satisfactory documentation to the Employer that the employee 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) the employee does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
      - ii) the employee works less than the required number of hours (fifteen (15) hours per week);

- or
- iii ) the employee earnings are at least equal to 20% of the maximum weekly insurable earnings.
- D) 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 employees who are on approved Maternity or Parental Leave pursuant to the Collective Agreement.
  - 2) All regular employees employed by the Employer are covered by the Plan. Casual employees are not covered by the Plan.
  - 3) The benefit level for eligible employees on Maternity leave under the Plan is as follows:
    - a) Maternity leave allowance will provide eligible employees with one (1) week of the employee’s normal weekly earnings as follows:  
87% of normal weekly earning
    - b) Sixteen (16) 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:
      - i) 87% of normal weekly earnings
    - c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the one (1) 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) The Plan will be financed by the Employer’s general revenues either directly or through an insured arrangement.
  - 5) The Employer shall keep a separate accounting record of benefits paid from the Plan.
  - 6) 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.
  - 7) The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
  - 8) 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.
  - 9) 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:
    - i ) the remaining provisions of this Article or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;
    - ii ) 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;
    - iii ) If a mutual agreement cannot be struck as provided in ii) above, the matter shall be arbitrated pursuant to the provisions of the Collective Agreement.

#### **41.07 Casual Employees**

Casual employees shall not be required to be available for shifts for up to seventy-eight (78) weeks following the birth or adoption of a child pursuant to Article 41.01, 41.02 and 41.03. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for up to an additional eleven (11) weeks pursuant to Article 41.01, 41.02 or 41.03 - Special

Circumstances. The Employer shall not terminate casual employment for the duration of this period as a result of this Article.

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

## **ARTICLE 42 - LEAVE – PAID HOLIDAYS**

### **42.01 Paid Holiday Entitlement**

A) 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
B.C. Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day

### **Extended Work Day**

B) Each regular employee shall receive seven point five (7.5) paid hours off on or for the paid holidays listed below.

New Year's Day	British Columbia Day
B.C. Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day

### **42.02 Payment for Paid Holidays**

1) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.

2) A regular part-time employee shall receive the following pay for the aforementioned paid holidays:

$$\begin{array}{rcc} \text{Days paid* per calendar year} & \times & \frac{\text{regular pay x twelve (12)}}{261} \\ \text{(excluding overtime)} & & \end{array}$$

\* Includes leave without pay up to twenty (20) work days.

Reference Article 40 (Leave Approval or Denial).

3) A casual employee receives paid holiday pay as part of pay in lieu of benefits. Reference Article 11.04 H) 2).

### **42.03 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 29.05, 31.04, and 42.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

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

B) **Extended Work Day - Regular Employee**

1) A regular employee required to work on one of the paid holidays listed in Article 42.01 shall be paid at the rate of two (2) times for all hours of work in the day, provided that Articles 29.05, 29.04 and 39.04 are not applicable and, in addition, each regular employee shall receive seven point five (7.5) paid hours off as a paid holiday. The rate of two (2) times will be paid for all hours of work within 0001 and 2400 hours on the named day.

2) **Extended Work Day - 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 all hours worked in the day provided that Articles 29.05, 31.04, and 42.04 are not applicable, and shall receive seven point five (7.5) paid hours off as a paid holiday. The rate of two and one-half (2.5) times shall be paid for all hours of work within 0001 and 2400 hours on the named day.

C) **Casual Employee**

A casual employee who works on a paid holiday listed in Article 42.03 A) 1) shall be paid two (2) times their rate of pay. A casual employee who works on a paid holiday listed in Article 42.03 A) 2), shall be paid 2.5 times their rate of pay.

D) **Extended Work Day - Casual Employee**

A casual employee who works on a paid holiday listed in Article 42.03 A)1) shall be paid two (2) times their rate of pay for all hours of work within 0001 and 2400 hours on the named day. A casual employee who works on a paid holiday listed in Article 42.03 A) 2), shall be paid two and one-half (2.5) times their rate of pay for all hours of work within 0001 and 2400 hours on the named day.

**42.04 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 29.05 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 42.04).

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 42.01 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.

**E) Extended Work Day - 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 at the appropriate overtime rate for all hours worked on the day and, in addition, shall receive seven point five (7.5) paid hours off on or for the paid holiday.

**42.05 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.

**42.06 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.

**42.07 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) Extended Work Day - Scheduling of Paid Holidays**

Paid holidays outlined in Article 42.01 of the Collective Agreement are incorporated into the work schedules during off duty days. All such paid holidays shall be identified and recorded in ink in the nursing staff work schedules on the basis of seven point five (7.5) paid hours. Every effort shall be made to spread the paid holidays off evenly throughout the year.

**C) 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.

**D) 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 43 - LEAVE – PROFESSIONAL MEETINGS**

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

**ARTICLE 44 - 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 40 (Leave Approval or Denial).

**ARTICLE 45 - LEAVE – SICK**

**45.01 Accumulation**

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

- B) Regular full-time employees shall receive one (1) working days sick leave credits for each month of service. Effective April 1, 2024, regular full-time employees shall receive one point two five (1.25) 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:

$$\frac{\text{Hours paid per month* (excluding overtime) x 1}}{162.5}$$

April 1, 2024

$$\frac{\text{Hours paid per month* (excluding overtime) x 1.25}}{162.5}$$

\* Includes leave without pay up to twenty (20) work days.  
Reference Article 40 (Leave Approval or Denial).

**45.02 Extended Work Day - Accumulation**

Regular full-time employees shall receive seven point five (7.5) working hours' sick leave credits for each month of service and such sick leave credits, if not utilized, will be cumulative to a maximum of 1170 working hours.

Regular part-time employees shall receive sick leave credit on a proportionate basis, and such sick leave credits, if not utilized, will be cumulative to a maximum of 1170 working hours. Effective April 1, 2024, regular full-time employees shall receive nine point three seven (9.37) hours in sick leave credit for each month of service.

Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days or 1170 hours.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1170 hours, no further credits shall be earned until the accumulated balance is reduced below 1170 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1170 hours.

**45.03 Payment**

Regular full-time employees shall receive their regular pay for each day/shift of sick leave credit utilized. Regular part-time employees shall receive their regular pay for scheduled work hours lost.

**45.04 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.

**45.05 Benefits Accrue**

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

**45.06 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.



#### **45.07 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 40 Leave – General and Article 46.05 and 46.11 Long-Term Disability Insurance Plan.)

#### **45.08 Leave – Workers’ Compensation**

##### **A) Entitlement to Leave**

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

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

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

##### **B) Reimbursement to Employer**

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

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

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by A) above, and benefits 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 their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 (Seniority) & Article 20 (Lay-off).

##### **F) Emergency Appointments**

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

#### **45.09 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.

#### **45.10 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 their 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) Extended Work Day**

When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of twenty-two point five (22.5) hours for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

D) The employee will be required to furnish proof of need in both A), B) and C) above.

#### **45.11 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.

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

A) Employees leaving the work force on or after their 55th 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 payout of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, they 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, they will not be entitled to any second payout 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.

E) Effective April 1, 2016, new employees will not be entitled to cash in their sick leave credits under Article 45.12.

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

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

#### **45.14 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 45.07 shall apply upon expiration of sick leave credits should additional leave be requested.

#### **45.15 Early Safe Return to Work**

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

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

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

A written program for the employee will include:

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

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

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

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for the minimum hours per week which defines part-time status under Article 11 (Definition of Employee Status and Benefit Entitlement), are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, and group life which shall be paid in accordance with Article 46 (Leave – Special).

### **ARTICLE 46 - LEAVE – SPECIAL**

#### **46.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days at the rate of one-half (0.5) day every four (4) weeks. The accumulation of special leave credits shall commence January 1, 1980, to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 187.5 hours (25 days X 7.5 hours), shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 187.5 hours, no further credit shall be earned until the accumulated balance is reduced below 187.5 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 187.5 hours.

#### **Application**

Special leave shall be granted as follows:

- i) marriage leave – five (5) days;
- ii) paternity leave – one (1) day;
- iii) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
- iv) leave of one (1) day may be added to three (3) days compassionate leave;
- v) leave of one (1) day may be taken for travel associated with compassionate leave.
- vi) Adoption Leave - one (1) day.
- vii) Attend to a serious household or domestic emergency - up to two (2) days at one time.
- viii) Moving household furniture and effects – one (1) day
- ix) Attend their formal hearing to become a Canadian citizen – one (1) day
- x) Leave of up to two (2) days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

## **ARTICLE 47 - EXTENDED WORK DAY– LEAVE – SPECIAL**

### **47.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of one hundred and eighty-seven point five (187.5) hours at the rate of three point seven five (3.75) hours every four (4) weeks. The accumulation of special leave credits shall commence on January 1, 1980. Special leave shall be granted after July 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and eighty-seven point five (187.5) hours shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred and eighty-seven point five (187.5) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and eighty-seven point five (187.5) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred and eighty-seven point five (187.5) hours.

### **47.02 Application**

A) Special Leave shall be granted as follows:

- i) Marriage Leave – thirty seven point five (37.5) working hours;
- ii) Paternity Leave – seven point five (7.5) working hours;
- iii) to provide care to an immediate family member who has a serious illness up to fifteen (15) working hours at one time;
- iv) Leave of seven point five (7.5) working hours may be added to twenty-two point five (22.5) working hours' compassionate leave;
- v) Leave of seven point five (7.5) working hours may be taken for travel associated with compassionate leave;
- vi) Adoption Leave – seven point five (7.5) working hours;
- vii) Attend to a serious household or domestic emergency - up to fifteen (15) working hours at one time;
- viii) Moving household furniture and effects – seven point five (7.5) working hours;
- ix) Attend their formal hearing to become a Canadian citizen – seven point five (7.5) working hours.
- x) Leave of up to fifteen (15) working hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

## **ARTICLE 48 - LEAVE – UNION**

### **48.01 Union Leave of Absence**

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

and benefits.

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

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 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 40 (Leave-General).
- H) an employee who holds the position of full-time president or Council members with the Union shall be granted a leave of absence without pay for the period during which they hold the position.

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

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

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

Casual employees who are available for work but not scheduled for work may apply for union leave. The casual will complete a leave form for the required union leave time and indicate that it is a ghost shift(s) to highlight the shift will not be back filled.

**ARTICLE 49 - LEAVE – VACATION**

**49.01 Vacation Entitlement**

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement (see exception under Article 49.07).
- 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 July 1, as follows:

<b>Vacation entitlement</b>	<b>After years of continuous service</b>
20 / 150.0(hrs)	1
20 / 150.0(hrs)	2
20 / 150.0(hrs)	3
20 / 150.0(hrs)	4
21 / 157.5(hrs)	5
22 / 165.0(hrs)	6
23 / 172.5(hrs)	7
24 / 180.0(hrs)	8
25 / 187.5(hrs)	9
26 / 195.0(hrs)	10
27 / 202.5(hrs)	11
28 / 210.0(hrs)	12
29 / 217.5(hrs)	13
30 / 225.0(hrs)	14
31 / 232.5(hrs)	15
32 / 240.0(hrs)	16
33 / 247.5(hrs)	17
34 / 255.0(hrs)	18
35 / 262.5(hrs)	19
36 / 270.0(hrs)	20
37 / 277.5(hrs)	21
38 / 285.0(hrs)	22
39 / 292.5(hrs)	23
40 / 300.0(hrs)	24
41 / 307.5(hrs)	25
42 / 315.0(hrs)	26
43 / 322.5(hrs)	27
44 / 330.0(hrs)	28
45 / 337.5(hrs)	29

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

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

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

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

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

\* includes leave without pay up to twenty (20) days (reference Article 40 Leave – General).

**49.02 Extended Work Day - Vacation Entitlement**

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

$$\frac{\text{Hours paid* excluding overtime} \\ \text{to June 30 (inclusive)}}{1950} \times \text{regular pay} \times \text{yearly vacation entitlement}$$

\* Includes leave without pay up to one hundred and fifty (150) working hours.

B) Regular employees with less than one (1) years’ service on the July 1 cut-off date will receive vacation leave calculated as follows:

$$\frac{\text{Hours paid* excluding overtime} \\ \text{to June 30 (inclusive)}}{1950} \times \text{regular pay} \times \text{yearly vacation entitlement}$$

\* Includes leave without pay up to one hundred and fifty (150) working hours.

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 49.06 Scheduling of Vacation.

**49.03 Terminating Employees**

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

Days paid* (excluding overtime) to June 30 (in previous vacation x regular pay)	x	yearly vacation entitlement
<hr/> 261		
+(plus)		
Days paid* (excluding overtime) to July 1 in the vacation year to the date of termination (inclusive) x regular pay	x	yearly vacation entitlement
<hr/> 261		

\* includes leave without pay up to twenty (20) days (reference Article 40 Leave – General)

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

**49.04 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.

**49.05 Extended Work Day- 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 thirty-seven point five (37.5) working hours’ 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 seventy-five (75) working hours' 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 one hundred and twelve point five (112.5) working hours' 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 one hundred and twelve point five (112.5) working hours' 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 (45) years of continuous service, employees shall have earned an additional one hundred and twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

**49.06 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) Employees will provide their vacation leave requests to the Employer by March 1 each year.
- D) The selection of vacation and the posting of the approved vacation schedule shall be completed by March 31<sup>st</sup> of the calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and the Employer.
- E) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- F) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity. (See Letter of Agreement October 28, 2021, Vacation Carryover)

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.

- G) 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.
- H) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits their vacation shall not receive her choice of when they wish to take the subsequent portion of their vacation until all other employees have made their first choice of vacation time.

**49.07 Vacation Entitlement Earned During Vacation**

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

**49.08 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 their vacation, provided the employee gives the Employer at least fourteen (14) days' written advance notice. The amount of their vacation pay shall be based on the number of work days of planned absence due to vacation.

**49.09 Pension Enhancement Program**

Effective July 1, 2013, existing employees may, on an irrevocable basis, elect to exchange vacation entitlements for a compensation increase based on the following table:

Years of Continuous Service	Day Exchanged	Pension Enhancement Allowance per month	Pension Enhancement Allowance per year
0-19	5	\$80	\$960
20	6	\$96	\$1,152
21	7	\$112	\$1,344
22	8	\$128	\$1,536
23	9	\$144	\$1728
24	10	\$160	\$1920
25	11	\$176	\$2112
26	12	\$192	\$2304
27	13	\$208	\$2496
28	14	\$224	\$2688
29 and up	15	\$240	\$2880

**ARTICLE 50- MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE****50.01 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.

**50.02 Extended Health Care Coverage**

- A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Healthcare Benefit Trust, or any other plan mutually acceptable to the Union and the Employer. The plan benefits shall be expanded to include:
  - 1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period; and
  - 2) Vision care coverage providing three hundred and fifty dollars (\$350) every twenty-four (24) months per eligible employee or eligible dependent. Note 1: No coinsurance payment will be applied on vision claims. Note 2: This change is effective June 1, 2010.
  - 3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
  - 4) The plan will provide coverage for Prometrium.
  - 5) Blue RX

- 6) Paramedicals \$2,000 per person, per year.
- 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.

**50.03 Dental Coverage**

- A) The Employer shall pay all of the monthly premium for a dental 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 Healthcare Benefit Trust, or any other plan mutually acceptable to the Union and the Employer.
- B) 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 \$2,750 per patient with no runoffs for claims after termination of employment.
- C) 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.
- D) Membership in the dental plan is only available to, and is a condition of employment for, regular employees provided they are not the primary member of another dental plan. Note: This change is effective June 1, 2010.
- E) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

**50.04 Dependents**

An eligible dependent for the purposes of Articles 50.01, 50.02 and 50.03 is one who is acceptable to the plans, but does not include those individuals referred to in parts B) of the above specified Articles.

**50.05 Long-Term Disability Insurance Plan**

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

The plan shall provide post-probationary regular employees with salary continuation as per Appendix “B” until age sixty-five (65) in the event of a disability.

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

**50.06 Premium Maintenance while awaiting LTD**

Employees who have applied for LTD or whose LTD application is under appeal are eligible for financial assistance in relation to Medical, Extended Health, Dental, Group Life and AD&D, and LTD premiums provided the employee has:

- i ) exhausted their sick leave credits,
- ii ) used up all vacation entitlements,
- iii ) exhausted all other paid leave and banks that they are entitled to, and
- iv ) used up their 20 days unpaid leave grace period.

Provided the employee has fulfilled the above requirements the BCNU will reimburse the employee for the cost of the benefits premiums for the remaining eligibility waiting period for LTD or the appeal period not to exceed 12 months.

## **50.07 Group Life Insurance Plan**

### **A) Eligibility**

Regular full-time and regular part-time employees who are on staff on January 1, 1981 or who join the staff following this date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

### **B) Benefits**

The plan shall provide basic life insurance in the amount of 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~~ **their** 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.

## **50.08 Employee and Family Assistance Program**

Effective April 1, 2018 the Employer will contact the carrier to activate the Employee and Family Assistance Program. (There shall be no premium for the first year).

Effective April 1, 2019 the Employer shall provide and shall pay one hundred per cent (100%) of the premium for the Employee and Family Assistance Program. The program will be a confidential, assessment/referral counselling service for employees and members of their immediate family.

The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

The Employer shall develop an awareness package that can be incorporated into existing training and orientation programs.

## **ARTICLE 51 - WORKERS' COMPENSATION**

A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 45 Leave – Sick.)

B) Opportunities for early return to work for employees on WCB are covered in Article 45.15.

## **ARTICLE 52 - EMPLOYMENT INSURANCE**

### **52.01 Employee**

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

### **52.02 Rebates**

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

## **ARTICLE 53 - PENSION PLAN**

### **53.01 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. Reference Article 56 (Portability).

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 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 (35) percent 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.

### **53.02**

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

### **Information #3 - Pension for Retirees**

Effective April 1, 2008, provided that the Municipal Pension Plan rules can be changed which the Employer agrees to support, the Union agrees to convert the 2008 one (1) percent market adjustment to provide funding for inflation protection and benefits for retirees who were members of the Nurses' Bargaining Association (NBA) constituent unions. (For more information contact BCNU).

## **ARTICLE 54 - INCENTIVE PAYMENT FOR PRE AND POST-RETIRES**

- A) The Employer will provide an annual incentive payment (the "Incentive Payment") to:
- 1) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and
  - 2) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.  
(collectively the "Eligible Employees")
- B) The Incentive Payment will be:
- 1) An amount equal to what the Employer would have contributed to the MPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.
  - 2) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in A 1) or A 2) above.  
Paid at the Eligible Employee's option either:
    - a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or
    - b) directly to the Eligible Employee.

## **ARTICLE 55 - 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 their duties for the Employer, and
- B) assume all costs, legal fees and other expenses arising from any such action.

## **ARTICLE 56 - PORTABILITY**

### **56.01 Portability**

A regular employee who terminates with a health care Employer, where BCNU is certified and is employed within one hundred and eighty (180) calendar days, by Arrowsmith is entitled to the portability of benefits as specified in 56.02 below.

Periods of up to one hundred and eighty (180) calendar days out of service, when porting, shall not count as a discontinuity, but such periods shall be excluded when calculating benefits.

An employee eligible for portability of benefits, who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in their letter of appointment that they are seeking regular employment. In such instance they shall be entitled to portability of benefits specified in 56.02 for a period of 365 calendar days from date of termination at "A".

### **56.02 Portable Benefits**

The Employer from which an employee is porting shall be called "A" and the Employer the employee is porting to shall be called "B" Arrowsmith.

#### **A) Increments**

The salary increment step attained in "A" shall be portable with the provision that the employee shall serve twelve (12) months in "B" at that step. The employee's first day of employment in "B" therefore, becomes their increment anniversary date.

#### **B) Leave – Sick**

Sick leave credits which are recognized by "A" shall be credited by "B".

#### **C) Leave – Vacation**

Years of service for vacation entitlement earned during previous employment and recognized in "A" shall be credited by "B".

#### **D) Medical, Dental, Extended Health Care Coverage and Long-Term Disability Insurance Plan Coverage**

- 1) Coverage for Medical, Dental and Extended Health Care Coverage shall be effective on the first day of the month following the initial date of regular employment.
- 2) Coverage for Long-Term Disability shall be effective on the initial date of regular employment at "B".

#### **E) Municipal Superannuation**

Eligible employees shall be brought within the scope of the Municipal Pension Plan as of the first day of employment in "B"

For the purposes of this provision "eligible employee" means one who has not withdrawn their contribution from the Municipal Superannuation Plan when terminating in "A".

#### **F) Qualification Differential**

Employees who are receiving a qualification differential under Articles 58.01 and 58.04 and who transfer from one Employer to Arrowsmith under Article 56.01 shall port this qualification

differential.

**G) Severance Allowance**

Portability of severance allowance is covered by the provisions of Article 59 (Severance Allowance):  
A regular employee who voluntarily resigns and is later rehired by the Employer within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

**56.03**

Notwithstanding the above no employee will port any benefit from Employer “A” that is greater than the provisions of this collective agreement.

**ARTICLE 57 - PREVIOUS EXPERIENCE**

**57.01 Regular Employees**

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

One (1) annual increment for every one (1) years’ 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) years’ 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.

A casual employee who terminates with an Employer where BCNU is certified, and is employed within one hundred and eighty (180) calendar days as a regular employee shall retain the increment step attained with the previous Employer. The employee’s first day of employment becomes their increment anniversary date.

**ARTICLE 58 - QUALIFICATION DIFFERENTIAL**

**58.01 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 they are qualified, shall be paid an additional fifty dollars (\$50.00) per month if they have utilized the course within four (4) years prior to employment.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 56.02 – Portable Benefits.)

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

### **58.02 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.

### **58.03 Registered Psychiatric Nurse**

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

### **58.04 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 they are qualified.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 56.02 – Portable Benefits.)

### **58.05 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 their normal job duties.

### **58.06 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 their 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.

### **58.07 Multiple Payments Prohibited**

An employee may not qualify for more than one (1) payment under categories in Articles 58.02, 58.04, 58.05 and 58.06.

### **58.08 Approval of Qualifications**

The employee must provide proof of qualifications listed in 58.04, 58.05 and 58.06. The qualifications must be from an accredited Canadian post-secondary institution or equivalent.



## ARTICLE 59 - SEVERANCE ALLOWANCE

### 59.01 Eligibility for Severance Allowance

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as calculated in Articles 59.02 and 59.03 providing that the employee falls into one of the following categories:

- A) Employees with twelve (12) years' service, who voluntarily leave the Employer's work force after their 57th 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) Employees enrolled under the provisions of the Municipal Pension Plan Rules or Public Sector Pension Plans 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 Municipal Pension Plan Rules or Public Sector Pension Plans Act, as applicable.
- D) Employees who are not enrolled under the Municipal Pension Plan Rules or Public Sector Pension Plans 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 Municipal Pension Plan Rules; 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 Municipal Pension Plan Rules.
- E) Employees with ten (10) years of service who die in service.
- F) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

### 59.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 59.01, shall be paid a severance allowance of one (1) week's pay for every three (3) 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 their estate.

### 59.03 Calculation of Severance Allowance

- A) Proportionate payment shall be made to eligible employees for periods of service of less than three (3) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime)}}{\text{in the two year period x 1 week's pay}} \times 3$$

\*\* In the calculation of severance allowance, hours worked up to the first pay period prior to September 30, 1993 will be based on 1957.5. Hours worked between the first pay period prior to September 30, 1993 and the first pay period prior to April 1, 2013 will be based on 1879.2 hours.

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

$$\frac{\text{Total hours paid* (excluding overtime)}}{1950^{**}}$$

\* Includes leave without pay up to twenty (20) work days.  
Reference Article 40 (Leave Approval or Denial).

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

#### **59.04 Service for Severance Allowance Purposes**

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

#### **59.05 Service**

Service for the purpose of this Article means service with the Employer. Employees with a hire date prior to March 3, 2016 will have their ported service added to their service at Arrowsmith for the purpose of this Article.

Employees hired after March 3, 2016 will not port service but will have service at Arrowsmith recognized for the purpose of this Article.

### **ARTICLE 60 - PAYMENT OF WAGES**

#### **60.01 Wages**

Wages shall be paid each employee in accordance with Article 65 (Wage Schedule Classifications), and Article 66 (Wage Schedules).

#### **60.02 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 ratification of this agreement.

#### **60.03 Pay Days**

Employees shall be paid by direct deposit.

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

When a pay day falls on a non-banking day, the pay shall be deposited prior to the established pay day.

#### **60.04 Statement of Wages**

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

- A) in the case of an hourly paid employee, the hours worked by them;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any qualification differential, premium, or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) 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 and accumulated balance;
- J) vacation hours taken within the pay period and accumulated balance.

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 61 - GENERAL CONDITIONS**

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

Employees will not be required to use their personal vehicle for Employer 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 their 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 31.06 (Call-Back Travel Allowance).

### **61.02 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.

### **61.03 Laundry**

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

### **61.04 Registration**

- A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Health Professionals Act. Such authorization must be in effect on or by March 1 of each calendar year for RNs or RPNs and December 31 for LPNs.
- B) At the Employer's request, a Nurse is required to confirm their authorization to practice by presentation of their registration card, payment receipt, license, permit or other proof acceptable to the Employer.

### **C) Reimbursement of Professional College Dues**

For the British Columbia College of Nurses and Midwives (BCCNM) registration years, the following shall apply:

Effective for the registration year 2021 and thereafter, Regular, RNs/RPNs/LPNs, shall receive one hundred (\$100) dollars toward their BCCNM dues upon receipt of renewal.

Casual employees who work eight hundred (800) hours in the registration year may submit their registration receipt for reimbursement of one hundred (\$100) dollars.

Reimbursement may only be claimed where another employer has not paid the full amount and the total reimbursement claimed cannot exceed the BCCNM fees.

Example: If the total BCCNM fee is \$700 and you have received \$650 from another Employer, your claim, under this article, would be \$50.

## **ARTICLE 62 - 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 63 - 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

### **63.01**

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

### **63.02**

If the matter is not resolved to their satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of their discussion with their immediate supervisor. The employee retains the original and forwards copies to the Steward and the immediate supervisor. The immediate supervisor will respond in writing within seven (7) calendar days.

### **63.03**

If the matter is not resolved to the satisfaction of the employee, within seven (7) calendar days, the employee may submit the concern in writing to the Administrator. The Administrator shall respond to the employee in writing within ten (10) calendar days of the meeting.

### **63.04**

If the matter is not resolved to the satisfaction of the employee, within a further thirty (30) calendar days, the Union may refer the matter to step 3 of the grievance procedure.

### **63.05**

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 nurse who has been designated in charge on the shift, shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units.

## **ARTICLE 64 - EFFECTIVE AND TERMINATING DATES**

- A) This Agreement shall be effective from January 1, 2020 and shall remain in force and be binding upon the parties until December 31, 2024 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 65 - WAGE SCHEDULE CLASSIFICATIONS**

Nursing jobs have been categorized into job groups. These are:

	<b>LPN</b>	<b>RN</b>
<i>Level 1</i>	<b>Level 1</b>	<b>Level 3</b>

**ARTICLE 66 - WAGE SCHEDULES**

For RN and LPN – when levelling stops match NBA wages

April 1, 2020 – Levelling

April 1, 2021 – Levelling

LPN		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year
<b>Current</b>	<b>Monthly</b>	4442	4576		4668		4713		4759	
	<b>Hourly</b>	27.33	28.16		28.73		29.00		29.28	
<b>NBA Levelling April 1, 2021</b>		28.43	29.26	30.15	30.62	31.10	31.57	32.04	32.51	32.98

RN		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year
<b>Current</b>	<b>Monthly</b>	5523	5734	5948	6159	6373	6585	6800	7000	7251
	<b>Hourly</b>	33.99	35.28	36.60	37.90	39.22	40.53	41.84	43.08	44.62
<b>NBA Levelling April 1, 2021</b>		36.23	37.63	39.03	40.41	41.82	43.21	44.60	45.93	47.58

LPN		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year
<b>Current</b>		27.33	28.16		28.73		29.00		29.28	
<b>* April 1, 2022 – 1.75%</b>		28.93	29.77	30.68	31.16	31.64	32.12	32.60	33.08	33.56
<b>* April 1, 2023 – 2%</b>		29.51	30.37	31.29	31.78	32.28	32.76	33.25	33.74	34.23
<b>* April 1, 2024 – 2%</b>		30.10	30.97	31.92	32.41	32.92	33.42	33.92	34.42	34.91
RN		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year
<b>Current</b>		33.99	35.28	36.60	37.90	39.22	40.53	41.84	43.08	44.62
<b>*April 1, 2022 – 1.75%</b>		36.86	38.29	39.71	41.12	42.55	43.97	45.38	46.73	48.41
<b>*April 1, 2023 – 2%</b>		37.60	39.05	40.51	41.94	43.40	44.85	46.29	47.67	49.38
<b>*April 1, 2024 – 2%</b>		38.35	39.84	41.32	42.78	44.27	45.74	47.21	48.62	50.37

\* or match NBA general wage increase whichever is higher

**ARTICLE 67 - BARGAINING**

The Employer will not enter into any agreement (example: a me too clause) with any union or association that would impact, affect or restrict the next round of collective bargaining between the Employer and BCNU.



**SIGNATURES OF THE PARTIES**

Signed on behalf of Arrowsmith Health Care (2011) Society (Arrowsmith Lodge)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated \_\_\_\_\_ February 22 , 2022

Signed on behalf of British Columbia Nurses' Union (BCNU)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated \_\_\_\_\_ February 22 , 2022

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

#### AGREEMENT ON PRINCIPLES REGARDING APPLICATION OF SECTION B - 7.4 OF THE ENHANCED DISABILITY MANAGEMENT PROGRAM

*This is the language of Don Munroe's consent award from 2003 and is current practice in the event of a retroactive award for CPP and WCB benefits.*

The parties mutually agree as follows:

- 1) If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid up to 100% of the amount of the LTD benefits paid to the claimants as of the effective date the claimant first receives the other disability income for periods of overlapping entitlement;
- 2) The LTD Plan is entitled to integrate retroactive awards of other disability income. The integration of retroactive awards will be calculated from the commencement date of the retroactive period (i.e. the date benefit entitlement commenced), or the commencement date of the LTD benefits payable (i.e. the day after the qualification period), whichever date is later;
- 3) The amount recoverable by the LTD Plan will be based on the amount of the other (e.g. WCB or CPP) monthly disability benefit payable at the commencement date of the retroactive period of the award or at the commencement date of the LTD benefit, whichever is later. The amount will be determined by a "month-to-month" calculation (e.g. the amount of the other monthly disability income benefit payable, times the number of months that overlap with the LTD benefit period) and will be based on the monthly benefit that is being paid by the other disability income provider at the commencement date of the overlapping period, except as provided herein.
- 4) Any indexing of the other disability monthly benefit payable (except the monthly benefit amount of commuted pensions referred to in paragraph 7 below) will not be included for integration except where, after the commencement date of the overlapping period of integration, the LTD benefit payable under the LTD Plan is increased due to an indexing provision of the LTD Plan (e.g. cost of living adjustment or a recalculation of the LTD benefit payable based on the current wage rate applicable to the disabled employee's own job at the date of disability). In that event, the increase in the other disability monthly income, as a result of indexing, will be integrated as at the date the LTD benefit is increased due to indexing. In the event that the indexing factor applicable to increase the LTD benefit payable under the LTD Plan is lower than the indexing factor of the other disability income provider, the LTD Plan will use the lower indexing factor to determine the amount of the other disability indexed income that is to be integrated with the LTD benefit. Commuted pension awards will be addressed as provided in paragraph 7 below;
- 5) The LTD Plan will be entitled to recover a portion of any interest awarded by the other disability income provider on the sum referred to in paragraphs 3 and 4 above, that is, the amount that is applicable to the retroactive portion of the award that is owed to the LTD Plan. The method of determining the amount of interest owed to the LTD Plan will either be calculated using the interest formula of the other disability income provider or, if the same result, a pro-ration of the actual interest amount paid by the other disability income provider based on the portion of the amount paid by the other disability income provider that is owed to the LTD Plan as per paragraph 3 and 4 above;
- 6) The amount of the retroactive award that is owed to the LTD Plan will be discounted by 10%, provided that the full amount owed to the LTD Plan is paid within six (6) months from the date of the award;



- 7) In the case of commuted lump sum pension awards, the LTD Plan will be entitled to reduce the amount of the future monthly LTD benefits paid by the monthly amount of the other benefit that has been commuted i)e. the monthly amount is the amount paid by the other disability income provider at the date of the commutation, or the commencement date of the retroactive period of the award, or the date of the commencement of the LTD benefit, whichever is later;
- 8) A proportionate share of any legal fees and disbursements personally incurred by the LTD claimant in obtaining disability income, and for which the claimant will not otherwise be indemnified, will be deducted from the amount owing to the LTD Plan. Fifty percent of the cost of a medical-legal report used in obtaining other disability income will also be deducted provided that the LTD claimant personally incurs the cost of the report, the report is shared with the claims paying agent for the LTD plan, and the claimant will not otherwise be indemnified for the cost of the report.
- 9) Should there be any future change to legislation (including the implementation of Bill 49), collective agreements, or policy that affects all sources of the disability income of LTD claimants, the parties that the above-noted principles can be reconsidered upon due notice by one party to the other;
- 10) The British Columbia Nurses' Union agree to advise their members of their members' obligation to repay the LTD Plan in accordance with the terms of this Agreement and any Consent Arbitration Award which incorporates the terms of this Agreement.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

#### LONG-TERM DISABILITY INSURANCE PLANS

The Union and the Employer agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below.

##### Section 1 - Eligibility

- A) Regular full-time and regular part-time employees who are on staff January 1, 2016 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 Article 13 Seniority). 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 their 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 their former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 (Seniority) and Article 20 (Lay-off and 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. The premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis. Employees may choose to maintain any or all of such plans.

Superannuation/Pension – Employees on long-term disability shall be considered employees for the purposes of superannuation/pension in accordance with the *Municipal Pension Plan Rules and the Public Sector Pensions Plan 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) “New Claimants” – Employees Disabled on or After March 1, 2016 \*

- 1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after March 1, 2016 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 \$4000 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$4000 or 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 2A)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 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by the underwriter every four years. (Note: the \$4000 figure will be adjusted as set out in Section 2A)1) above).

**B) All Claimants**

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their 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) “New Claimants” – Employees Disabled on or After March 1, 2016) \***

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 their 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 their 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 their 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 their 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 their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for their 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 their regular occupation) applicable to any gainful occupation that they are 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) All Claimants**

- 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:
  - a) can be expected to facilitate their return to their own job or other gainful occupation; and
  - b) is recommended by the 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 they continue 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, their Union) and the 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 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.

- a) **Rehabilitation Review Committee**  
In the event that the eligible employee does not agree:
  - i) with the recommended rehabilitation plan, or,
  - ii) that they are 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:
    - iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,

- iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.
- c)
  - 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:
    - i) does not agree with the recommended Rehabilitation Plan; or,
    - ii) does not agree that they 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 their 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.

**4) Rehabilitation Benefit Incentive Provisions**

- a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - i) return to work on a gradual or part-time basis;
  - ii) engage in a physical rehabilitation activity; and/or
  - iii) engage in a vocational retraining program.
 shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.
- b) 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 their 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:
  - i) 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 2A) provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability;
  - ii) 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;
  - iii) 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
  - iv) 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.

**5) Joint Rehabilitation Improvement Committee**

During the term of the agreement, two (2) representatives from the Employer and one (1) person from the Healthcare Benefit Trust shall meet the two (2) representatives of the BC Nurses' Union. The parties will work together to improve the Rehabilitation Process.

The Committee will have access to all relevant information available to the Healthcare Benefit 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 their 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 their 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 they 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.
- F) 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 Section 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, their 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 Healthcare Benefit Trust. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the 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 the Employer and one person from the Healthcare Benefit Trust shall meet with two (2) representatives of the BC Nurses' Union. The parties will work together to improve the claims adjudication process.

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 ERIB is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they 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 2A), 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 their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

B) Entitlement to and the amount of the LTD Plan ERIB 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 ERIB 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 ERIB Application. Upon approval of the employee's application, the employee and the underwriter will jointly sign the Terms of the LTD Plan ERIB 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 ERIB shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years of age, or death, whichever is earlier.

**Joint Early Retirement Improvement Committee**

Within six (6) months of the ratification of this agreement, two (2) representatives from the Employer and one (1) person from the Healthcare Benefit Trust shall meet with two (2) representatives of the BC Nurses' Union. The parties will work together to improve the early retirement incentive process.

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

## **APPENDIX C**

### **Donor Leave**

The Employer and the Union recognize the importance for organ donors. An employee shall be granted leave under Article 45 Leave - Sick for the purpose of donating bone marrow or an organ. At the employee's option, use of sick, special leave or overtime bank may also be accessed for this clause.

Such leave will be without reduction in 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.

### **Leave Domestic and Sexual Violence**

The Employer shall grant leave to a maximum of seventeen (17) weeks for reasons related to domestic or sexual violence as set out in the *Employment Standards Act*.

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

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

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

An employee is entitled to a leave of absence without pay of up to fifty-two (52) weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Article 40 – Leave General, there will be no interruption in the accrual of seniority or eligibility for benefits provided.

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

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Article 40 – Leave - General, there will be no interruption in the accrual of seniority or eligibility for benefits provided.

### **Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to the maximum set out in the *Employment Standards Act* for the purpose of providing care or support to a gravely ill family member at risk of dying within the period set out in the *Employment Standards Act*. If the family member does not die within the prescribed period, the employee may take further leave. The employee will be required to provide documentation to support their request for such leave. There will be no interruption in the accrual of seniority or benefits.

*Employment Standards Act*, compassionate care leave, includes an individual with a serious medical condition who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law partnership.

**LETTER OF AGREEMENT #1**

**RE: ARTICLE 11.04 J)**

For the collective agreement January 1, 2020, to December 31, 2024, the language of 11.04 J) One Time Deletion, will use the following process:

- 1) Casual employees from January 1, 2020, to March 15, 2020, who did not work any hours in the previous twelve (12) months are subject to 11.04 J).
- 2) Casual Employees from March 16, 2020, who were single sited at another worksite and were not able to work at Arrowsmith Lodge will be exempt from 11.04 J) for nine (9) months from the time the single site order is repealed. If no hours are worked in that period 11.04 J) will apply.
- 3) Casual employees from March 16, 2020, who were not single sited and continued to be active on the casual list for Arrowsmith Lodge are subject to 11.04 J).

## **LETTER OF AGREEMENT #2**

### **RE: VACATION CARRYOVER for 2021 to 2024**

The BC Nurses' Union and the Employer agree that within the term of the collective agreement, an exception will be made to allow the employees to carryover twenty (20) days or one hundred fifty (150) hours of vacation.

For clarity Article 49.06 is renewed as found in the April 1, 2014 – December 31, 2019, collective agreement.

For the vacation year 2021/2022 twenty (20) days or one hundred fifty (150) hours of vacation may be carried into 2023 and must be used before June 2023 or the vacation will be paid out.

For the vacation year 2022/2023 twenty (20) days or one hundred fifty (150) hours of vacation may be carried into 2024 and must be used before June 2024 or the vacation will be paid out.

Any vacation carried over and unused shall be paid out at straight time rates by the first pay period after June 30 of the following year.

Carried over vacation days will be scheduled before annual vacation is scheduled.

The pay out of carried over vacation may be requested any time before the June 30 deadline and the Employer will endeavour to pay this within thirty (30) days of the request.

There will be no carryover under this Letter of Agreement for the 2023/2024 vacation year.

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