

**ROYAL
CITY
MANOR**

**2021-
2023**

COLLECTIVE AGREEMENT

BETWEEN

**AXR OPERATING (BC) LP OPERATING AS
ROYAL CITY MANOR**

AND

THE BRITISH COLUMBIA NURSES' UNION

December 1, 2021 – November 30, 2023

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS..... 1

ARTICLE 2 – PREAMBLE..... 2

 2.01 Purpose of Agreement 2

 2.02 Resident Care..... 2

ARTICLE 3 – EMPLOYER’S RIGHTS 2

 3.01 2

 3.02 2

ARTICLE 4 – UNION RECOGNITION, RIGHTS AND SECURITY 2

 4.01 Union Recognition..... 2

 4.02 Scope of Agreement 3

 4.03 Bulletin Board 3

 4.04 Individual Agreement..... 3

 4.05 New Employee Orientation 3

 4.06 3

 4.07 Union Representative Visits 3

 4.08 Stewards 3

 4.09 3

 4.10 3

 4.11 4

 4.12 4

 4.13 4

 4.14 Union Shop..... 4

 4.15 Union Induction..... 4

 4.16 Union Check-Off..... 4

 4.17 Unpaid Leave – Union Business 5

 4.18 Paid President 5

ARTICLE 5 – NO CESSATION OF WORK..... 6

 5.01 6

 5.02 6

ARTICLE 6 – UNION/ MANAGEMENT COMMITTEE 6

 6.01 6

 6.02 6

 6.03 6

 6.04 6

 6.05 Union/Management 6

ARTICLE 7 – GRIEVANCE PROCEDURE..... 7

 7.01 Discussion of Differences..... 7

 7.02 Grievance Procedure..... 7

 7.03 Dismissal/ Suspension for Alleged Cause 7

 7.04 8

 7.05 General Application Dispute 8

 7.06 8

 7.07 Deviation from Grievance Procedure 8

 7.08 Mediator 8

 7.09 Arbitration 8

 7.10 8

 7.11 9

7.12	9
7.13	9
7.14 Expedited Arbitration	9
7.15 Time Limits	10
ARTICLE 8 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT.....	10
8.01	10
8.02 Regular Full-Time Employees.....	10
8.03 Benefit Entitlement – Regular Full-Time Employees	10
8.04 Regular Part-Time Employees.....	10
8.05 Benefit Entitlement – Regular Part-Time Employees	10
8.06 Casual Employees	10
8.07 Casual Employees – Wage Entitlement.....	10
8.08 Casual Employees – Benefit Entitlement.....	11
8.09 Casual Employees – Vacation Pay and Statutory Holidays	11
8.10	11
8.11	12
8.12 Casual Employees – New Availability	12
8.13 Casual Employees – Off-Duty Rights	12
8.14 Casual Employees – Health and Welfare Coverage.....	12
ARTICLE 9 – ANNIVERSARY DATE AND INCREMENTS	12
9.01	12
9.02	12
ARTICLE 10 – SENIORITY	13
10.01	13
10.02	13
10.03	13
10.04 Seniority – Maintained and Accumulated	13
10.05	13
10.06 Employment in Excluded Positions and Within Other Bargaining Units	13
ARTICLE 11 – PROBATIONARY PERIOD	14
11.01	14
11.02	14
ARTICLE 12 – TERMINATION OF EMPLOYMENT	14
12.01 Employee Termination	14
12.02 Lay-off.....	14
12.03 Recall.....	15
12.04 Benefit Entitlement Upon Lay-off.....	16
12.05 Laid Off Employees.....	16
12.06	16
ARTICLE 13 – PERFORMANCE APPRAISALS AND PERSONNEL FILES	16
13.01 Performance Appraisals.....	16
13.02	16
13.03 Personnel File	17
13.04	17
ARTICLE 14 – VACANCY POSTING	17
14.01 Postings.....	17
14.02	17
14.03 Temporary Appointments.....	17
14.04	18

14.05	18
ARTICLE 15 – FILLING OF VACANCIES OR NEW POSITIONS	18
15.01 First Consideration	18
15.02 Change of Position	18
15.03 Qualifying Period	18
15.04 Returning to Formerly Held Position	19
15.05 Orientation and Training	19
ARTICLE 16 – JOB DESCRIPTIONS.....	19
16.01	19
16.02 Creation or Changes in Classification	20
ARTICLE 17 – TECHNOLOGICAL CHANGE.....	20
17.01 Notice	20
17.02 Technological Policy	20
17.03 Wages on Reassignment.....	20
17.04	20
17.05 Lay-off Due to Technological Change	20
ARTICLE 18 – NURSING STAFF WORK SCHEDULES	20
18.01	20
18.02	21
18.03 Shift Changes.....	21
18.04	21
18.05 Voluntary Shift Exchange	21
ARTICLE 19 – HOURS OF WORK, MEAL PERIODS, REST PERIODS.....	22
19.01 Hours of Work.....	22
19.02	22
19.03 Meal Periods.....	22
19.04 Rest Periods.....	22
ARTICLE 20 – OVERTIME	22
20.01 Overtime Definition.....	22
20.02	22
20.03	23
20.04	23
ARTICLE 21 – SHIFT PREMIUM/ WEEKEND PREMIUM.....	23
21.01 Evening & Night Premiums	23
21.02 Weekend Premiums.....	23
ARTICLE 22 – CALL-BACK AND USE OF EMPLOYEE VEHICLE	23
22.01 Call-Back.....	23
22.02 Call-Back Travel Allowance	23
ARTICLE 23 – RELIEF IN HIGHER-RATED POSITION	24
23.01	24
ARTICLE 24 – RESPONSIBILITY PAY	24
24.01	24
ARTICLE 25 – HEALTH PROGRAM	24
25.01	24
25.02 Joint Occupational Health and Safety Committee.....	24
25.03 Medical Examinations	24
25.04	25
25.05	25

25.06	25
ARTICLE 26 – NON-DISCRIMINATION	25
26.01 Non-Discrimination	25
ARTICLE 27 – LEAVE – PROFESSIONAL ASSOCIATION MEETINGS	25
27.01	25
ARTICLE 28 – EMPLOYER BUSINESS	26
28.01	26
ARTICLE 29 – LEAVE – PUBLIC OFFICE	26
29.01	26
ARTICLE 30 – LEAVE – UNPAID	26
30.01	26
30.02	26
30.03	26
30.04	26
30.05	26
ARTICLE 31 – LEAVE – ELECTIONS	27
31.01	27
ARTICLE 32 – LEAVE – MATERNAL, ADOPTION, PARENTAL	27
32.01 Maternity Leave.....	27
32.02 Parental Leave (Including Adoption Leave).....	27
32.03 Benefits.....	28
32.04 Additional Leave	28
32.05 Return to Employment.....	28
32.06 Bridging of Service.....	28
ARTICLE 33 – ANNUAL VACATION.....	29
33.01 Vacation Entitlement	29
33.02	29
33.03	29
33.04 Partial Year of Service.....	29
33.05	30
33.06 Vacation Scheduling.....	30
33.07 Terminating Employees.....	30
ARTICLE 34 – STATUTORY HOLIDAYS	30
34.01 Statutory Holiday Entitlement	30
34.02	31
34.03	31
34.04 Work on Statutory Holidays	31
34.05 Statutory Holiday Falling Within a Vacation	31
ARTICLE 35 – LEAVE – SICK.....	31
35.01 Accumulation	31
35.02 Payment.....	32
35.03 Proof of Sickness	32
35.04 Benefits Accrue	32
35.05 Notice Required.....	32
35.06 Expiration of Sick Leave Credits.....	32
35.07 Leave – Workers’ Compensation	32
35.08 Enforceable Legal Claim.....	33
35.09 Appointments	33

35.10 Sick or Injured Prior to Vacation.....	33
35.11 Voluntary Treatment.....	33
ARTICLE 36 – MEDICAL, EXTENDED HEALTH, DENTAL COVERAGE, AND LONG-TERM DISABILITY INSURANCE PLAN	34
36.01 Dental Plan	34
36.02 Extended Health Care Plan.....	34
36.03 Group Life Insurance Plan.....	34
36.04 Long-Term Disability Insurance Plan	35
36.05	35
36.06 Retirement Plan	35
ARTICLE 37 – LEAVE – BEREAVEMENT	35
37.01	35
37.02	35
37.03	35
37.04	35
ARTICLE 38 – EMPLOYMENT INSURANCE	36
38.01	36
ARTICLE 39 – LEAVE – COURT DUTY	36
39.01	36
39.02	36
ARTICLE 40 – LEAVE – OTHER	36
40.01 Special Leave.....	36
ARTICLE 41 – WORKERS’ COMPENSATION	36
41.01	36
ARTICLE 42 – EXEMPT AND SAVE HARMLESS.....	36
42.01	36
ARTICLE 43 – PAY DAYS	37
43.01 Pay Days.....	37
43.02 Statement of Wages.....	37
ARTICLE 44 – UNIFORMS.....	37
44.01	37
44.02	37
44.03	37
ARTICLE 45 – FOOD AND PARKING	37
45.01	37
45.02	38
ARTICLE 46 – AMENDMENTS	38
46.01	38
ARTICLE 47 – WAGE PAYMENT AND SCHEDULES.....	38
47.01	38
47.02	38
47.03	38
ARTICLE 48 – EFFECTIVE AND TERMINATING DATES	38
48.01 Expiration of Agreement	38
48.02 Commencement of Bargaining.....	38
48.03 Effective Date of Agreement.....	38
48.04	38

ARTICLE 49 – STAFF DEVELOPMENT PROGRAMS	39
49.01 Transfer of Function	39
49.02 In-Service Programs	39
49.03 General Education Program.....	39
ARTICLE 50	39
ARTICLE 51 – PROFESSIONAL RESPONSIBILITY CLAUSE	39
51.01	40
51.02	40
51.03	40
51.04	40
51.05	40
51.06	40
ARTICLE 52 – PORTABILITY PROVISIONS FOR NEW HIRES	40
ARTICLE 53 – QUALIFICATION DIFFERENTIALS	41
53.01 Special Clinical Preparation	41
53.02 CHA/ CNA and BCIT Courses	41
53.03 Registered Psychiatric Nurse.....	41
53.04 Multiple Payments Prohibited	41
53.05	41
ARTICLE 54 – SEVERANCE ALLOWANCE	42
54.01 Eligibility for Severance.....	42
54.02 Severance Allowance Entitlement.....	42
54.03 Calculation of Severance Allowance.....	42
SIGNATURES OF THE PARTIES	42
APPENDIX A Article 36 – Long-Term Disability Plan	44
APPENDIX B Table of Wage Rates.....	49
APPENDIX C Retirement Plan.....	50
APPENDIX D Early Safe Return to Work Program	52
APPENDIX E	54
Re: Respectful Workplace.....	54
LETTER OF UNDERSTANDING.....	55
RE: Days in Lieu for Union Business on Scheduled Rest Days.....	55
LETTER OF UNDERSTANDING.....	56
RE: Appeal of Adjudication Decision Under the Insured Long-Term Disability Plan	56
INDEX.....	57

ARTICLE 1 – DEFINITIONS

Bargaining Unit is the unit comprised of all employees of the Employer described in Article 4.01 – Union Recognition.

Calendar year means a period of twelve (12) consecutive months commencing on the first (1st) of January.

Certification means the Certification awarded by the Labour Relations Board of British Columbia (or any succeeding Legislative body) to the British Columbia Nurses' Union.

Common-Law Spouse means one of two (2) people who have co-habitated as spousal partners for a period of not less than six (6) months.

Demotion means a move from one position to another position with a lower salary.

Discipline means any verbal or written warning of censure, reprimand or adverse report.

Employee means any person covered by the Certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts) to the British Columbia Nurses' Union.

Employer means Royal City Manor.

Evening Shift means a shift in which the major portion occurs between 1500 and 2300 hours.

Increment Step means the annual graduation of hourly/monthly wages within a classification as set out in Article 47 – Wage Payment and Schedules.

Night Shift means a shift in which the major portion occurs between 2300 hours and 0700 hours.

Registered Nurse means a nurse who is a graduate of an approved nursing program recognized by the B.C. College of Nurses and Midwives and who is either:

- i) currently licensed with the College; or
- ii) in receipt of a temporary licence from the College prior to licensure; or
- iii) in receipt of an interim permit from the College prior to registration.

Promotion means a move from one position to another position with a higher salary.

Regular Pay, Normal Pay, or Salary means the pay step in the pay scale applicable to an employee exclusive of all allowances and premium payments.

Shift means the normal working hours scheduled for each employee which occur in any twenty-four (24) hour period.

Shift Pattern means the combination of days worked and days off.

Sickness means sickness and non-compensable accidents.

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 a move from one position to another position with the same salary.

Union means the British Columbia Nurses' Union (B.C.N.U.).

Union Representative means a paid employee of the Union.

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

ARTICLE 2 – PREAMBLE

2.01 Purpose of Agreement

The purpose of this Agreement is to maintain a harmonious relationship between the Employer, its employees, and the Union, and to set forth those terms and conditions of employment affecting employees covered by the Agreement.

2.02 Resident Care

The parties to this Agreement share a desire to provide quality resident care, to maintain professional standards and to promote the well-being and increased efficiency of employees, so that the residents will be well and effectively served.

ARTICLE 3 – EMPLOYER'S RIGHTS

3.01

The Union acknowledges that the Management and direction of employees in the Bargaining Unit is retained by the Employer, except as this Agreement otherwise specifies.

3.02

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, RIGHTS AND SECURITY

4.01 Union Recognition

- A) The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified, and this agreement applies to those employees who are included within the Bargaining Unit for which the Union is the certified bargaining agent.
- B) 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.
- C) To the extent that Licensed Practical Nurses are utilized within their scope of practice in nursing homes, the Employer undertakes that the utilization of LPNs will not be the cause of lay-offs of RNs.

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.

4.03 Bulletin Board

The Employer will provide space on bulletin boards for the use of the Union.

4.04 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.

4.05 New Employee Orientation

At the time of hire, the Employer will provide the new employee with a copy of the Collective Agreement and the names of the Stewards.

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, within four (4) months from the date of signing of this Agreement, the Employer shall provide sufficient copies of the Agreement for distribution to employees.

4.06

The Employer will provide the Union with a monthly list of new and terminated employees (if applicable at that month) and the list shall specify the status of the employees.

4.07 Union Representative Visits

The Union representative shall inform the Employer of their presence prior to meeting with employees to conduct Union business at the Employer's premises. The visit of the Union representative will not interfere with the normal operations of the home, and that representative will contact the Employer in this regard.

4.08 Stewards

The Employer agrees to recognize three (3) employees who are designated as Stewards by the Union to act on behalf of employees.

4.09

The names of the Stewards will be supplied to the Employer by the Union and the Employer will be advised by the Union, in writing, of any changes in that list.

4.10

Stewards will be entitled to reasonable time while on duty, without loss of salary and benefits, to perform duties that include, but are not limited to the following:

- i) Investigating complaints of an urgent matter;
- ii) Investigating grievances;
- iii) Assisting employees in presenting a grievance in accordance with the grievance procedures;
- iv) Supervising ballot boxes and other related functions during ratification votes;
- v) Attending meetings called by management;
- vi) Accompanying employees at meetings of a disciplinary nature; and
- vii) Meeting with new employees as a group during the orientation program.

4.11

The Stewards must obtain consent of the Supervisor prior to leaving their duties. Such consent will not be unreasonably withheld. The Stewards will make every endeavour to complete their business in as short a time as possible and will advise the Supervisor, if present, of their return to their duties.

4.12

The Stewards will not unduly interrupt normal operations of the home.

4.13

Employees shall have the option of having a shop steward present during meetings of a disciplinary nature with the Employer. The exercise of this option shall not result in undue delay in the holding of such meetings.

4.14 Union Shop

- A) From February 8, 1993, employees covered by the certificate of bargaining authority, who are members of the Union, shall maintain membership in good standing as a condition of continuing employment.

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

- B) From February 8, 1993, all employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within thirty (30) calendar days after their initial date of employment in the Bargaining Unit and shall maintain membership in good standing as a condition of continuing employment.

Such employees shall, as a condition of continuing employment, authorize the deduction from their pay cheques of the amount of the initiation fee, Union dues, levies, and assessments payable to the Union by a member of the Union. This deduction shall commence when the Employer is notified by the Union to commence such deductions.

- C) Upon receipt by the Employer of written advice from the Union, employees who fail to maintain the authorization for a deduction from their pay cheques of the amount of initiation fees, Union dues, levies, and assessments, as required in (A) and (B) above, shall be terminated by the Employer from their employment, if directed so through a legal entity such as the Labour Relations Board or Court.

4.15 Union Induction

The Employer agrees to sign into the Union all new employees whose jobs are in the Bargaining Unit, in accordance with the Union Membership provisions of Article 4.14 – Union Shop.

The Union shall supply the Employer with a sufficient supply of membership forms and dues authorization forms for this purpose.

4.16 Union Check-Off

The Employer agrees to deduct the amount of the Union dues, levies, assessments, and initiation fees payable by an employee in the Bargaining Unit and remit such deductions to the Union by the end of the month following the month of deduction. The Employer will provide the Union with a list of employees

from whom the deductions were made and the amount deducted from each employee. It is the obligation of the Union to keep the Employer informed of the amounts to be deducted.

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 during the taxation year. The receipts shall be provided to the employee prior to March 1st of the succeeding year.

4.17 Unpaid Leave – Union Business

- A) Subject to the operational requirements of the home and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.

The Employer will consider all of the circumstances including the length of notice provided and will make all reasonable efforts to grant the leave.

- B) Unpaid leave of absence will be granted to members of the Union's Negotiating Committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C) On reasonable notice in writing, unpaid leave of absence will be granted to an employee who is a member of the Union and who is:
- i) a member of the Provincial Union Council, where such leave may be granted for purposes of attending regular or special meetings of the Council and shall include reasonable travel time;
 - ii) either elected or appointed as a recognized Delegate to represent the Union, and/or region, at annual or special conventions of the Union;
 - iii) appointed or elected to special or standing committees.
- D) Employees on leave of absence pursuant to (A), (B) and (C) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.

4.18 Paid President

An employee who holds the position of full-time president or full-time council member with the Union shall be granted leave of absence without pay for the period during which the employee holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave, and special leave accumulation. The Employer will continue to pay premiums for medical, dental, extended health, group life and long-term disability for the first three (3) months of the leave and the British Columbia Nurses' Union will reimburse the Employer for the cost of these benefits.

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's long-term disability plan providing the Employer is reimbursed by the Union for the cost of this benefit.

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

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

ARTICLE 5 – NO CESSATION OF WORK

5.01

During the life of this Agreement, the Employer agrees that it will not direct the lock-out of employees, and the Union and the employees agree that there will be no strikes.

5.02

Subject to the requirements of the appropriate legislation, if any employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line established by other employees, the employee will not be subject to disciplinary action by the Employer and will be considered to be absent without pay.

ARTICLE 6 – UNION/ MANAGEMENT COMMITTEE

6.01

A Union/ Management Committee shall be established consisting of two (2) Employer Representatives and two (2) Union appointed representatives. Where there are fewer than six (6) nurses employed at a worksite, then the number of Union and Management representatives may be limited to one each with an alternate. The Chairmanship of the Committee will alternate between an Employer Representative and a Union Representative. The Chair of the Committee shall alternate between an Employer representative and a representative of the Union. The Committee will not have the power to bind the Union or the Employer, but will make recommendations to the Union and the Employer on any matter referred to it by the principals to the Agreement. The Committee will not have jurisdiction over any matter contained in this Agreement.

6.02

The Committee will meet once a month (or less often as mutually agreed) to discuss matters of mutual concern under Articles 2.01 – 2.02, including quality of resident care, safe nursing practice, continuing education, and job-training that may arise from technological change. Terms of reference for the Committee and an acceptable reporting format will be mutually agreed upon by the Committee. By mutual agreement, the Committee may access outside resources.

6.03

Copies of the Union/Management Committee meeting minutes shall be forwarded to the Executive Director and to the BCNU.

6.04

Committee discussions on continuing education and professional development of nurses shall include leaves of absence, with full- or partial-pay, for nurses wishing to take courses, seminars, or studies relevant to geriatric nursing. The Employer will not arbitrarily withhold paid leave for the above.

6.05 Union/Management

Union representatives who attend Union/Management Committee meetings outside of scheduled work hours shall be paid at straight-time rates for time spent at meetings.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Discussion of Differences

It is recognized that grievances may arise during the life of this Agreement concerning the interpretation, application, operation, or alleged violation of the Collective Agreement, including the question of whether the matter is arbitrable. The Parties recognize the importance of timeliness in dealing with disputes and will attempt to resolve these grievances through the following process, and the employee(s) will continue to work in accordance with the Agreement until the difference is resolved.

7.02 Grievance Procedure

Grievances shall be resolved in the following manner:

Step 1

The Employer and the Union agree that every effort shall be made to settle the dispute at the local level. The aggrieved employee, with or without the Steward, shall discuss the matter with the immediate supervisor and shall request a resolution of the matter from the supervisor. If the supervisor fails to resolve the matter to the satisfaction of the employee, or fails to respond to the employee's request for resolution within seven (7) calendar days, the employee shall inform the supervisor that the matter is proceeding to Step 2.

Step 2

If an employee's grievance is not resolved at the Step 1 discussion and the employee wishes to proceed to Step 2 of the grievance procedure, the employee must do so no later than twenty-one (21) calendar days after the date the employee receives the Employer's decision at Step 1.

The employee shall submit the grievance, in writing, including a statement of the remedy sought, and with the steward shall meet the representative designated by the Employer with the authority to handle grievances at Step 2, to discuss the grievance.

The Employer's written response will be provided to the employee within seven (7) days of the Step 2 grievance hearing.

If the grievance is not satisfactorily settled under Step 2, then the Steward will notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Step 3

The Union will, within a further twenty-one (21) calendar days of this notification from the Steward, discuss the grievance with the Executive Director or designated representative.

Within fourteen (14) days of the Step 3 meeting, the Employer's designated representative shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given.

Failing settlement at Step 3, the grievance may be referred to Mediator, Expedited Arbitration, and/ or Arbitration, by either Party, within ninety (90) days of the Employer's written decision.

7.03 Dismissal/ Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall receive from the Employer written notice setting out the reason(s) for dismissal or suspension. Such notice is to be provided to the employee within forty-eight (48) hours of the dismissal or suspension, and a copy shall be forwarded to the Union within ten (10) days.

7.04

In the case of a grievance involving the dismissal or suspension of an employee, Steps 1 and 2 of the Grievance Procedure may be omitted.

7.05 General Application Dispute

If a difference arises of a general nature between the Employer and the Union concerning the interpretation, application, operation or alleged violation of this Agreement, which does not specifically involve an employee, a written grievance will be submitted within fourteen (14) calendar days of either the Employer or the Union becoming aware of the matter giving rise to the difference will be submitted, as the case may be, by the Employer to the Union or by the Union to the Employer, and Step 3 of Article 7.02 (Grievance Procedure) shall apply.

7.06

If, within two (2) months of receiving a response or a response being due at Step 3, a grievance has not been committed to a third party for resolution, either Party may enquire, in writing, by registered letter, as to the status of such grievance. If, within fourteen (14) calendar days of receipt of such letter, the grievance has not been advanced to a third party, the grievance will be deemed to be abandoned.

7.07 Deviation from Grievance Procedure

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

7.08 Mediator

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 this Collective Agreement, a Mediator agreed-to between the Parties and selected from the list contained at Article 7.14(K) (Expedited Arbitration) shall, at the request of either Party, investigate the difference and make written recommendations to resolve same within seven (7) days of the request.

Failing settlement under this provision, the grievance may be referred to Arbitration.

7.09 Arbitration

- A) By mutual agreement, the Parties may elect for a single Arbitrator in place of the Arbitration Board established under this Article 7.09. Selection of the Arbitrator shall be done by the Parties in a similar manner as set out in Article 7.10 below.
- B) The Union will notify the Employer of its intent to arbitrate and its appointee to the Arbitration Board. The Employer will, within seven (7) calendar days, notify the Union of its appointee to the Arbitration Board.

7.10

The two appointees will, within seven (7) calendar days, attempt to select a third person to act as Chairperson. If the two appointees fail to agree upon a Chairperson within this seven (7) day period, either Party may request the Director of the British Columbia Arbitration Bureau to make the appointment.

7.11

The parties will develop a list of arbitrators to be used per Article 7.09 – Arbitration. If a list is not developed by mutual agreement, then an arbitrator will be appointed pursuant to the appropriate provisions of the Labour Relations Code.

7.12

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

7.13

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

7.14 Expedited Arbitration

- A) Those grievances agreed to be suitable for Expedited Arbitration shall be scheduled to be heard on the next available arbitration date. Expedited Arbitration dates shall be agreed to by the Parties and shall be scheduled monthly, or as otherwise mutually agreed to by the Parties.
- B) The location of the hearing is to be agreed to by the Parties.
- C) As the process is intended to be informal, lawyers will not be used to represent either Party.
- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed-to form and mailed to the Parties within three (3) working days of the hearing.
- H) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- I) All settlement of proposed Expedited Arbitration cases made prior to hearing shall be without prejudice.
- J) The Parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The Expedited Arbitrators, who shall act as sole arbitrators, shall be one of Emily Burke, Joan Gordon, John Hall or Judi Korbin, or any other as agreed to by the Parties.
- L) The Expedited Arbitrator shall have the same power and authority as an Arbitration Board established under the provisions of Article 7.09 (Arbitration) above.
- M) It is understood that it is not the intention of either Party to appeal a decision of an Expedited Arbitration.

7.15 Time Limits

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

ARTICLE 8 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

8.01

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

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

8.02 Regular Full-Time Employees

Regular full-time employees are those who are scheduled to work the hours of work and shift patterns as provided in Article 19 (Hours of Work, Meal Periods, Rest Periods) of this Agreement.

8.03 Benefit Entitlement – Regular Full-Time Employees

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

8.04 Regular Part-Time Employees

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 this Agreement.

8.05 Benefit Entitlement – Regular Part-Time Employees

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

8.06 Casual Employees

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

8.07 Casual Employees – Wage Entitlement

- A) Casual employees shall be paid in accordance with the wage schedule.
- B) Casual employees shall move to the next increment step upon completion of 1,826.25 hours worked with the Employer.
- C) **Prior experience:**
 - i) A casual employee hired having less than one (1) year’s experience (1,826.25 hours) shall be placed on the first step of the increment scale.
 - ii) A newly-hired casual employee shall receive credit for previous hours of experience on the basis of a one-to-one (1:1) ratio and shall be placed on the wage progression scale in accordance with one (1) increment step for each 1,826.25 hours of service. Previous experience is accorded where the nursing experience is relevant (as determined by the

Employer) and provided not more than two (2) years have elapsed since such experience was obtained.

- iii) Where more than two (2) years have elapsed since such experience was obtained, experience recognition shall be granted as follows:
 - One (1) annual increment for every one (1) year's experience minus one (1) increment for each year in excess of two (2) years to a maximum of a five (5) year lapse. For example, an RN who has seven (7) years' experience and has been out of the workforce for four (4) years will be put on Step 5.
 - iv) If more than five (5) years have lapsed since such experience was obtained, there shall be no credit for previous experience.
- D) A regular employee who terminates employment and is re-employed by the same Employer as a casual employee within thirty (30) days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- E) When a casual employee applies for and receives a regular position in the same home in which the employee has been employed, the employee shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes previous experience in accordance with Article 52 (Portability Provisions for New Hires), whichever is higher, and shall advance to the next increment step pursuant to Article 9 – Anniversary Date and Increments.

8.08 Casual Employees – Benefit Entitlement

Casual employees shall be paid the same wages, premiums and benefits under this Collective Agreement without discrimination unless specifically exempted or subject to some other provision specifically dealing with casual employees.

8.09 Casual Employees – Vacation Pay and Statutory Holidays

Casual employees shall receive twelve point six percent (12.6%) of their straight-time pay, excluding all premiums, on each pay cheque in lieu of vacations and statutory holidays.

8.10

Casual employees will be entitled to accumulate seniority on an hourly basis and in accordance with Article 10.03 – Seniority.

- A) Casual employees shall be called to work in order of seniority. Acceptance of such work shall be the employee's choice. The seniority list developed four times yearly (Article 10.05 – Seniority) shall be the list used for casual call-in. The seniority list shall be provided within ten (10) days of the quarterly deadline, namely March 31, June 30, September 30 and December 31.
- B) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer. If the shift that coverage is needed or will result in an overtime condition for the casual employee, then the Employer will, after completion of the telephone call-in procedure in (D) below, call regular staff first, in order of seniority, with the option of overtime. Where the overtime condition is declined by regular staff, the Employer will offer overtime to the casual employee.
- C) Where the Employer is seeking casual employees for blocks of work less than thirty (30) calendar days duration, the Employer may post these blocks at the worksite and invite casuals to indicate

their preferences for the work available. Work assignments shall be made in accordance with seniority as per (B) above.

D) Telephone Call-In:

- i) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated they are available pursuant to 8.12 – Casual Employees – New Availability.
- ii) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (D)(i). The Employer shall permit the telephone to ring a minimum of eight (8) times. Plus will give five (5) minutes for the employee to respond if a message is left.
- iii) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.

8.11

Casual employees have access to the grievance and arbitration procedures.

8.12 Casual Employees – New Availability

Casual employees shall by the fifteenth (15th) of each month give to the Employer their availability for the next month.

8.13 Casual Employees – Off-Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than three (3) months, or six (6) shifts that the casual has said they are available in the three (3) month period, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

8.14 Casual Employees – Health and Welfare Coverage

All casual employees who have completed one hundred and eighty (180) hours with the Employer shall receive fifty-three cents (\$0.53) per hour in lieu of benefits. The employee may then choose to obtain benefits by purchasing them through the Employer's plan or through different means.

ARTICLE 9 – ANNIVERSARY DATE AND INCREMENTS

9.01

A regular employee's initial date of current employment as a regular employee will be the employee's anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary dates.

9.02

A regular employee will be entitled to increments based on calendar length of service, subject to Article 30 – Leave – Unpaid.

ARTICLE 10 – SENIORITY

10.01

The principle of seniority, as defined in this Article, is recognized by the Employer.

10.02

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

10.03

A regular employee who terminates employment and is re-hired by the same Employer as a casual employee within thirty (30) calendar days shall retain the employee's seniority accrued as a regular employee.

10.04 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) absence due to an occupational illness or accident recognized as such by WorkSafeBC and as provided for in this Agreement;
- B) absence due to maternity/ parental/ adoption leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first thirty (30) calendar days;
- F) absence due to a general unpaid leave of absence, for the first thirty (30) calendar days;
- G) long-term disability.

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

10.05

During the months of January and July of each calendar year, the Employer will post the seniority of employees covered by this Collective Agreement, and forward a copy to the Union within thirty (30) days (reference Article 8.10(A)).

The seniority list shall contain the following information:

- A) name;
- B) status (regular full-time, regular part-time, casual);
- C) position; and
- D) seniority.

10.06 Employment in Excluded Positions and Within Other Bargaining Units

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

ARTICLE 11 – PROBATIONARY PERIOD

11.01

All regular and casual employees will be probationary during their first four hundred and fifty-six point five (456.5) hours of employment. Upon completion of their probationary period, the employee will be credited with seniority dating from the first day of employment. Probationary employees may be dismissed if they are found to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

11.02

By mutual agreement between the Employer and the Union, the probationary period may be extended.

ARTICLE 12 – TERMINATION OF EMPLOYMENT

12.01 Employee Termination

After completion of the probationary period, a regular employee is required to give twenty-eight (28) calendar days' written notice of termination to the Employer.

A regular employee who fails to give twenty-eight (28) calendar days' notice of termination shall be paid earned vacation entitlement less two percent (2%). For example, an employee entitled to ten percent (10%) shall be paid eight percent (8%).

12.02 Lay-off

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

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

A) Regular Full-Time Employees

- i) less than two (2) years' service but more than one (1) year – twenty-eight (28) calendar days' notice, or regular pay for twenty (20) work days;
- ii) minimum of two (2) years' service – forty (40) calendar days' notice, or regular pay for thirty (30) work days.

B) Regular Part-Time Employees

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

$$\frac{\text{hours paid per month *(excluding overtime)} \times \text{**work days in lieu of notice}}{152.19}$$

*Includes leave without pay up to twenty (20) work days (reference Article 30 – Leave – Unpaid).

**Entitlement as in 12.02(A)(i) or (ii) above.

- C)
- i) Service with a previous Employer shall not be included as service for the purposes of this Article; and
 - ii) The period of notice must coincide with scheduled work shifts and must not coincide with vacation.
- D) The notice of lay-off will identify the employee's benefits under Articles 12.03 – 12.06 inclusive, and the options available to the employee, which shall include:
- first consideration for vacant positions whether or not they have been posted;
 - the right to bump a junior employee provided the employee is qualified to do the job of the junior employee;
 - the opportunity to accept casual work as it becomes available;
 - full lay-off with the right to recall; or
 - waiver of recall and voluntary termination with severance, if applicable.
- E) When notice of displacement or lay-off has been issued, the laid off employee and representatives of the Union and the Employer will meet to review the affected employee's available options. The affected employee's options must be exercised within ten (10) working days of receipt of written notification of lay-off by written notice to the Executive Director.
- F) In the event an employee is working under a medically-documented accommodation arrangement and is subject to displacement or bump arising from a workforce reduction, representatives of the Union and the Employer will meet to review the employee's prevailing medical status and discuss possible work alternatives to maintain a reasonable level of accommodation for the affected employee, and/ or identify options for the senior affected employee.
- G) Employees on an approved leave of absence and who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects to make their choice on return to work, the choice will be based on the seniority lists current at that time, in accordance with this Article 12.
- H) A laid off regular employee who elects to take casual work in accordance with (D) above, will be accorded first opportunity for casual work ahead of those employees on the casual roster, up to the laid off regular employee's pre-lay-off FTE status. Thereafter, the affected employee will be offered casual work in accordance with the employee's seniority placement in the overall casual roster.

12.03 Recall

Employees on lay-off will be recalled to work of an ongoing nature on the basis of last-off, first-on, provided that the employees being recalled have the capabilities and qualifications to perform the work available. Employees shall receive seven (7) calendar days' notice of recall by registered mail to their last known address.

Laid off employees failing to report to work of a regular nature within ten (10) calendar days of the date of sending the written notice will be considered as having abandoned their right to re-employment. An exception would be where the employee is obligated to give more than ten (10) calendar days' notice to the employee's current employment, or where the employee can provide satisfactory reason for not reporting within the ten (10) day period.

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

12.04 Benefit Entitlement Upon Lay-off

- A) Regular employees with one (1) year or more 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.
- B) Employees with less than one (1) year of service but who have completed their probationary period and are laid off shall not accrue benefits but shall have their benefits maintained for one (1) year.
- C) Probationary employees who are laid off shall not accrue benefits but shall have their benefits maintained for sixty (60) working days.
- D) Employees who are laid off beyond a one (1) year period as per (A) and (B) above, or sixty (60) working days as per (C) above shall be deemed to be terminated.
- E) For the first twenty (20) work days, as per (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Group Life Insurance Plan, and Long-Term Disability. 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 premiums to the Employer at such times as may be required pursuant to the said plans.

12.05 Laid Off Employees

- A) Should vacancies occur following lay-off, those employees on lay-off will be recalled to these positions in order of seniority providing they have the capabilities and the qualifications to perform the duties of the vacant position. If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 14.01 – Postings.
- B) Any recall shall not result in a promotion, unless agreed upon between the Union and the Employer.
- C) No new employee or casual employee shall be hired to fill regular positions, until those laid off have been given first option of recall.

12.06

Employees on a leave of absence are not subject to lay-off until completion of such leave, unless the leave is longer than six (6) months.

ARTICLE 13 – PERFORMANCE APPRAISALS AND PERSONNEL FILES

13.01 Performance Appraisals

The Employer may carry out a performance appraisal of an employee at any time, but not less than once annually. When an appraisal is carried out, the employee will have ten (10) days to determine whether to agree or disagree with the appraisal and sign the appraisal. An appraisal is grievable only if the employee has signed as disagreeing.

13.02

All record of any disciplinary action shall be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the

intervening period. Record of suspensions will remain in the employee's file for a period of eighteen (18) months following the expiry of the suspension. In cases where disciplinary documents relate to resident abuse, the eighteen (18) months period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

13.03 Personnel File

A) Employee Access

Employees are entitled to read and review their personnel files 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 document 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.

13.04

Any employee who disputes any censure, reprimand, or adverse report may have recourse through the grievance procedure, and the eventual resolution thereof shall become part of the employee's personal record, with such amendments or deletions that may be requisite.

ARTICLE 14 – VACANCY POSTING

14.01 Postings

The Employer shall post notice of all nursing department vacancies describing the position, the date of commencement, a summary of the job description and the required qualifications.

14.02

The Employer agrees to post notices for at least seven (7) days in advance of selection with a copy of the notice to the Steward. The Employer shall notify absent employees, at the last known phone number and address, notifying them of the vacancy posting.

14.03 Temporary Appointments

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed six (6) calendar weeks, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted a leave of absence. Where such leave of absence is for a period in excess of two

(2) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

- C) A regular employee who is assigned to, or on the employee's own volition, fills a temporary appointment, shall return to the employee's former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.
- D) Where an appointment is for four (4) months or more, the employee, if casual, will have their status changed to regular for the duration of the time worked in the temporary position and will have all the benefits of a regular employee and will revert to casual status at the end of the assignment. 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.

14.04

The Employer shall also consider applications from those regular employees who are absent from their normal places of employment, and who have filled in an application form before such absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

14.05

The Employer shall notify the successful and unsuccessful candidate(s) prior to posting the name(s) of the successful candidate(s). The Employer shall post the name(s) of the successful candidates within seven (7) calendar days of making the appointment.

ARTICLE 15 – FILLING OF VACANCIES OR NEW POSITIONS

15.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created within the BCNU Bargaining Unit, the Employer shall give employees in the Bargaining Unit within the home, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the BCNU Bargaining Unit is not appointed to fill the vacancy or a new position, the employee shall be given an explanation within seven (7) calendar days of the appointment of the successful candidate as to why the employee's application was not accepted.

15.02 Change of Position

In the promotion, transfer, or demotion of employees covered by this Agreement, efficiency, qualification and competency will be the primary consideration as they relate to the new position, and where such requirements are relatively equal, seniority will be the determining factor.

15.03 Qualifying Period

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

- B) If a regular employee is promoted or transferred to a position either within or outside the certification and is found during the qualifying period to be unsatisfactory, the employee shall be returned to their previously held position.
- C) If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, the employee shall be returned to their previously held position.

15.04 Returning to Formerly Held Position

A) From Outside of the 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 the employee 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 the employee commences work in the new position (reference Article 10.06 – Employment in Excluded Positions and Within Other Bargaining Units).

B) From Within the Bargaining Unit

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

C) Other Employees Affected

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

15.05 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 home or returning from absence.

Orientation may include:

- A) fire and disaster plan;
- B) organization structure;
- C) relevant policies and procedures;
- D) physical layout of the home and unit;
- E) duties of the position; and
- F) violence prevention and processes.

ARTICLE 16 – JOB DESCRIPTIONS

16.01

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

16.02 Creation or Changes in Classification

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

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

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

ARTICLE 17 – TECHNOLOGICAL CHANGE

17.01 Notice

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

17.02 Technological Policy

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

17.03 Wages on Reassignment

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

17.04

Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either Party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 7 – Grievance Procedure.

17.05 Lay-off Due to Technological Change

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 12.02 (Lay-off) and 12.03 (Recall).

ARTICLE 18 – NURSING STAFF WORK SCHEDULES

18.01

The Employer shall develop a mutually agreeable master work schedule and assign regular employees to a position on the master work schedule.

Work schedules shall be posted at least ten (10) calendar days in advance and will be for a minimum of five (5) weeks. Should the Employer change the work schedule and not give ten (10) calendar days'

notice of the change, then the employee will be paid at the rate of time-and-one-half (1½ x) for the first two (2) hours worked and double-time (2 x) thereafter for all hours worked on the first day of the shift change.

18.02

- A) Nursing staff work schedules, whenever possible, will be determined by mutual agreement between the Employer and the employees. If mutual agreement cannot be reached, the employees may request the Union to assist them in developing mutually agreeable schedules.
- B) A regular employee will not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed by the Employer.

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

- C) Regular part-time employees may request, in writing, to have two (2) consecutive designated days off in a seven (7) calendar day period, averaged over the length of rotation, excluding statutory holidays.

18.03 Shift Changes

Except by mutual agreement between the Employer and the employee concerned, each regular employee will receive two (2) clear off-duty shifts when changing shifts, and at least forty-eight (48) hours off-duty after completing the employee's last night shift.

18.04

- A) Regular full-time employees will not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless the home's operational circumstances require such an arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances will be paid time-and-one-half (1½ x) for each day worked in the third shift change of the three (3) shifts noted above, unless this arrangement is requested by the employee.
- B) 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 a statutory holiday as the third shift change of the three (3) different shifts then, unless this arrangement is requested by the employee, the employee will be paid at the rate of one-and-one-half times (1½ x) the appropriate statutory holiday rate for all hours worked on the statutory holiday.
- C) Regular employees who are required to 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.

18.05 Voluntary Shift Exchange

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

- A) Prior approval of such exchange is given by the employee's immediate supervisor; and

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

ARTICLE 19 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

19.01 Hours of Work

The work week shall not exceed the hours greater than the work cycle which for purposes of computation, the average work week is thirty-five (35) hours, exclusive of meal periods, or a mutually agreed equivalent.

19.02

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

19.03 Meal Periods

- A) A meal period of at least thirty (30) continuous minutes, away from the workplace, shall be provided by the Employer. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without an eating period.
- B) Should an employee who has not been designated to be available for work during the employee's meal period be recalled to duty during the 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 time-and-one-half (1½ x) the regular rate shall prevail for the total of the meal period.
- C) The maximum overtime rates of pay for meal periods shall be time-and-one-half (1½ x), irrespective of the rates expressed in Article 20 – Overtime.
- D) Employees receiving payments under this Article shall also receive shift premiums and special allowances.

19.04 Rest Periods

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

ARTICLE 20 – OVERTIME

20.01 Overtime Definition

Overtime means the time spent by an employee in service of the Employer in excess of the normal daily full shift hours or weekly full shift hours as set out in the Hours of Work provisions in this Collective Agreement.

20.02

Overtime will be paid to employees at the rate of time-and-one-half (1½ x) for the first two (2) hours in excess of seven and one-half (7½) hours in one (1) day. It is agreed that the first fifteen (15) minutes in

excess of seven and one-half (7½) hours will not be claimed as overtime unless an employee works sixteen (16) minutes or longer.

Double time (2 x) will also be paid for work on a designated day off, provided this is time in excess of that normally required during that work week.

20.03

Overtime will be paid to employees at the rate of double-time (2 x) for all hours in excess of nine and one-half (9½) hours in one day.

20.04

The Employer may request an employee to work a reasonable amount of overtime. Should an employee believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, or that the request for overtime may compromise the safety of the employee, or standards of practice, the employee shall initiate the process in Article 51 – Professional Responsibility Clause.

ARTICLE 21 – SHIFT PREMIUM/ WEEKEND PREMIUM

Shift and weekend premiums are payable for evening shifts, night shifts and weekend work regardless of the status of the employee, whether full-time, part-time or casual.

21.01 Evening & Night Premiums

A shift premium will be paid for all hours worked by employees on evening and night shifts at the following rates:

- A) Evening shift premium at eighty-five cents (\$0.85) per hour.
- B) Night shift premium of three dollars and twenty-five cents (\$3.25) per hour effective at date of ratification (July 27, 2022). Effective January 1, 2023, the night shift premium will be three dollars and fifty cents (\$3.50) per hour.

21.02 Weekend Premiums

An employee shall be paid a weekend premium for all hours worked between 2300 hours Friday and 2300 hours Sunday at the rate of two dollars (\$2.00) per hour effective at date of ratification (July 27, 2022).

ARTICLE 22 – CALL-BACK AND USE OF EMPLOYEE VEHICLE

22.01 Call-Back

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

22.02 Call-Back Travel Allowance

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work, an allowance of forty-six cents (\$0.46) per kilometer from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars and fifty cents (\$2.50).

ARTICLE 23 – RELIEF IN HIGHER-RATED POSITION

23.01

An employee designated by the Employer to relieve in a higher-rated position excluded from the Bargaining Unit shall be offered an acceptable wage rate within the Employer's pay range for that position. Acceptance of the temporary assignment in a higher-rated position shall be at the discretion of the employee.

ARTICLE 24 – RESPONSIBILITY PAY

24.01

Nurses assigned by the Employer to be in-charge of the home shall be paid a premium of two dollars (\$2.00) per hour effective at date of ratification (July 27, 2022).

ARTICLE 25 – HEALTH PROGRAM

25.01

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 other applicable legislation.

25.02 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 in the home covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each Party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

The Union further agrees to actively pursue with the other health care unions' employee representatives or alternatively with other Royal City Manor department representatives, a Joint Union Committee for the purposes of this Article.

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

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently. Such training and orientation shall take place within six (6) months of taking office.

25.03 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examinations, vaccinations, inoculations, and other immunizations (with the exception of rubella vaccinations 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. Such testing will be done, if possible, by a "free" health care provider.

25.04

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employee's 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 the maternity leave commences.

25.05

Where the Employer identifies high risk areas which expose nurse to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

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.

25.06

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service education and/ or instruction in caring for an aggressive resident will continue to be provided by the Employer pursuant to Article 49 – Staff Development Programs.

ARTICLE 26 – NON-DISCRIMINATION

26.01 Non-Discrimination

- A) The Employer and the Union subscribe to the principles of the *Human Rights Act* 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 practiced 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 in the workplace.

ARTICLE 27 – LEAVE – PROFESSIONAL ASSOCIATION MEETINGS

27.01

Leave of absence with pay may be granted for professional meetings not exceeding one (1) week, subject to the approval of the Employer. The Employer will make every endeavour to grant such leave of absence.

ARTICLE 28 – EMPLOYER BUSINESS

28.01

Employees required by the Employer to attend meetings or hearings on behalf of the Employer will continue to receive the applicable rate of pay for the time periods required.

The provisions of the Agreement shall apply to the time periods as required above. The Employer shall reimburse the employees for all expenses incurred by the employees during these time periods.

ARTICLE 29 – LEAVE – PUBLIC OFFICE

29.01

Employees will be granted unpaid leave of absence to enable them to run in a Municipal, Provincial or Federal Election if nominated and, if elected, to serve one term of office.

ARTICLE 30 – LEAVE – UNPAID

30.01

An employee granted unpaid leave(s) of absence totalling less than twenty-one (21) working days in any calendar year will continue to accumulate all benefits. Any excess over twenty (20) working days in any calendar year will be deducted from length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer.

Employees granted leave of absence for Union business pursuant to Article 4.17 (Unpaid Leave – Union Business) shall be exempt from the provisions of this Article.

30.02

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing to the Director of Nursing/ Care (or designated representative) and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such request within a reasonable period of time.

30.03

Leave of absence will not affect annual increments when granted for education purposes, maternity leave and adoption leave.

30.04

Unless they have obtained prior approval from the Employer or as otherwise agreed to between the Employer and the Union, employees who are on unpaid leave of absence under this article will not engage in gainful employment while on such leave. Where no such approval or mutual agreement is in place, employees engaging in gainful employment while on an unpaid leave of absence shall be considered to have terminated their employment without notice.

30.05

An employee who has been granted an unpaid leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

ARTICLE 31 – LEAVE – ELECTIONS

31.01

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.

ARTICLE 32 – LEAVE – MATERNAL, ADOPTION, PARENTAL

32.01 Maternity Leave

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. This leave may start no earlier than thirteen (13) weeks before the expected birth date and must end no earlier than six (6) weeks following the birth or the termination of their pregnancy unless the employee requests a shorter period.

If maternity leave is requested after the birth of a child, the employee is entitled to up to seventeen (17) consecutive weeks of leave beginning on the date of birth.

If maternity leave is requested after termination of a pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the termination date.

An initial period of leave may be extended by up to six (6) consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.

The Employer may request the employee to provide a doctor's or nurse practitioner's note stating the expected or actual birth date or termination date or reasons for requesting additional leave.

If an employee on leave asks to return from leave earlier than six (6) weeks after the birth, an Employer may require the employee to provide a doctor's or nurse practitioner's certificate stating the employee is able to resume work.

An employee shall make every effort to give twenty-one (21) days' notice prior to the commencement of maternity leave of absence, and at least twenty-one (21) days' notice of their intention to return to work prior to the termination of the leave of absence.

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.

32.02 Parental Leave (Including Adoption Leave)

A birth mother who takes pregnancy leave is entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave. A birth mother must begin their parental leave immediately after their pregnancy leave ends, unless they and the Employer agree otherwise.

A birth mother who does not take pregnancy leave and other parents are entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave. The leave can begin anytime within seventy-eight (78) weeks of the birth or placement of the child, in the case of adoptive leave.

An initial period of parental leave may be extended up to five (5) consecutive weeks if the child requires an additional period of parental care.

An Employer may require an employee to provide a doctor's or nurse practitioner's certificate or other evidence that the employee is entitled to the leave or leave extension.

A birth mother may receive up to seventy-eight (78) weeks of combined pregnancy and parental leave, commencing no more than thirteen (13) weeks before the expected birth.

The employee shall furnish proof of adoption.

32.03 Benefits

- i) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 30 – Leave – Unpaid.
- ii) The service of an employee on maternity and/or parental leave/adoptive leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

32.04 Additional Leave

Any further leave granted beyond the allowable leave periods of Articles 32.01 and 32.02 will be unpaid leave without any benefits.

32.05 Return to Employment

An employee resuming employment after a maternity, 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 their absence.

32.06 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 is subsequently re-employed, upon written application, 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) The employee must serve a probationary period as per Article 11 – Probationary Period.
- E) An employee returning to work under this clause shall retain their former increment level and years of service for vacation purposes.

ARTICLE 33 – ANNUAL VACATION

33.01 Vacation Entitlement

Regular full-time employees are entitled to vacation leave at their regular rate of pay on the following basis:

Regular employees shall be entitled to a vacation when the qualifying year(s) of service are attained before January 1, as follows:

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

*Anniversary year is the year in which the employee's anniversary date of employment falls.

33.02

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

$$\frac{\text{all eligible hours}^*}{\text{annualized hours}} \times \text{vacation entitlement} \times \text{regular pay}$$

(1826.25)

*Excludes any paid overtime. Includes leave without pay up to twenty (20) work days.

33.03

Vacation leave must be taken in the calendar year earned.

33.04 Partial Year of Service

During the first partial calendar year of service, regular employees earn vacation at the rate of:

$$\frac{\text{all eligible hours}^*}{\text{annualized hours}} \times \text{vacation entitlement} \times \text{regular pay}$$

(1826.25)

*Excludes any paid overtime. Includes leave without pay up to twenty (20) work days.

33.05

Employees who have completed their probationary period are entitled to vacation leave at their regular rate of pay. All vacation not taken by December 31 will be paid out at the employee's regular rate of pay.

33.06 Vacation Scheduling

- A) Subject to operational requirements, vacations may be scheduled for any time during the calendar year.
- B) Vacation time may be divided (subject to below), and employees may, prior to the scheduling of vacations, request to have their vacation 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 will be scheduled according to seniority on the basis that the employees with the most seniority will have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer will forfeit their seniority rights in respect to choice of vacation time.
- C) The selection of vacation and the posting of the approved vacation schedule shall be completed by March 31st each year or any other date mutually agreed to.
- D) Vacation requests received outside of the above vacation selection time will be approved on a first-come, first-served basis, subject to operational requirements. The Employer shall provide a response to requests in a timely manner.

33.07 Terminating Employees

- A) Employees who terminate part way through a calendar year and who have not taken annual vacation will have vacation entitlement paid out on the basis of:

$$\frac{\text{all eligible hours}^*}{\text{annualized hours}} \times \text{vacation entitlement} \times \text{regular pay}$$

(1826.25)

*Excludes any paid overtime. Includes leave without pay up to twenty (20) work days.

- B) 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.

ARTICLE 34 – STATUTORY HOLIDAYS

34.01 Statutory Holiday Entitlement

Each regular employee will receive a day-off, on or for each of the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

34.02

A regular full-time employee will receive regular pay for each day off for the aforementioned statutory holidays.

34.03

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

$$\text{Days paid* per calendar year (excluding overtime)} \quad \times \quad \frac{\text{regular pay} \times \text{thirteen (13)}}{244}$$

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

The pay for each statutory holiday is paid out in the pay period in which the statutory holiday(s) falls within.

34.04 Work on Statutory Holidays

If an employee is requested to work on a statutory holiday, other than a Super Stat, the employee will be paid at the rate of double time (2 x) for the first seven and one-half (7½) hours and will receive another day off with pay as a statutory holiday. The rate of double time (2 x) will be paid for a shift when one-half (½) or more than one-half (½) of the hours fall within 0001 hours and 2400 hours on the named day. In such cases, the rate of double time (2 x) shall be paid for the total hours worked.

Superstats

Employees who are required to work on Christmas Day or Labour Day or Good Friday shall be paid at the rate of double-time and one-half (2½ x) for the first seven and one-half (7½) hours worked and shall receive another day off with pay as a statutory holiday. The rate of double-time and one-half (2½ x) shall be paid for the full shift when one-half (½) or more than one-half (½) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of double-time and one-half (2½ x) shall be paid for the total hours worked.

34.05 Statutory Holiday Falling Within a Vacation

If one of the above-named holidays occurs on an employee's regular day-off or during their vacation period, the employee shall receive an additional day-off in lieu.

ARTICLE 35 – LEAVE – SICK

35.01 Accumulation

- A) Regular full-time employees shall receive one and one-half (1½) working days' sick leave credits for each month of service. These sick leave credits shall have no cash value per se.
- B) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and ten (110) work days.

35.02 Payment

- A) Regular full-time employees shall receive their regular pay for each day of sick leave credit used.
- B) Regular part-time employees shall receive their regular pay for scheduled work hours lost.

35.03 Proof of Sickness

- A) 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 two (2) consecutive work days.
- B) The Employer may request an employee to seek a second medical opinion in the situation of a non-physical illness which duration is greater than ten (10) consecutive work days.

The second opinion will be obtained by a physician who is appointed jointly by the employee's physician and a physician representing the Employer.

The employee shall specify whether the physician giving the second opinion will be female or male.

The Employer shall bear all costs related to this request.

35.04 Benefits Accrue

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

35.05 Notice Required

Employees must give reasonable notice to 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.

35.06 Expiration of Sick Leave Credits

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits (reference Article 36.04 – Long-Term Disability Plan and Appendix A).

35.07 Leave – Workers' Compensation

A) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with pay, in the event that WorkSafeBC determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. The term claim will not include any form of WorkSafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WorkSafeBC arising from this claim.

B) Reimbursement to Employer

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

C) Benefit Entitlement

When an employee is on a WorkSafeBC claim, all benefits of the Agreement will continue to accrue. However, an employee off work on a WorkSafeBC claim shall receive wages and benefits equalling but not exceeding 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 qualifying 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.

F) Emergency Appointments

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

35.08 Enforceable Legal Claim

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request of the Employer, take all steps reasonably necessary to enforce the said claim at the Employer's expense. 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.

35.09 Appointments

- A) Subject to the operational requirements of the home, 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, 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.

35.10 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.

35.11 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 35.06 (Expiration of Sick Leave Credits) shall apply upon expiration of sick leave credits, should additional leave be requested.

ARTICLE 36 – MEDICAL, EXTENDED HEALTH, DENTAL COVERAGE, AND LONG-TERM DISABILITY INSURANCE PLAN

36.01 Dental Plan

- A) The Dental Plan shall cover eligible employees, their spouses (including common-law spouse), and dependent children, provided they are not enrolled in another Plan.
- B) The Dental Plan shall cover one hundred percent (100%) of the costs of the basic Plan “A”, sixty percent (60%) of the extended Plan “B”, and fifty percent (50%) of the extended Plan “C”. An employee is eligible for orthodontic services under Plan “C” after twelve (12) months’ participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars (\$2,750) effective at date of ratification (July 27, 2022) per patient with no run-offs for claims after termination of employment.
- C) The Employer shall pay one hundred percent (100%) of the monthly premium.

36.02 Extended Health Care Plan

- A) The Extended Health Care Plan shall cover eligible employees, their spouses (including common-law spouses), and dependent children, provided they are not enrolled on another plan.
- B) The Extended Health Care Plan shall include:
 - i) Expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of five hundred dollars (\$500.00) per person in each four (4) year period.
 - ii) Vision care coverage providing three hundred dollar (\$300.00) annual benefit for each child and a three hundred dollar (\$300.00) biennial benefit for each adult. Effective at date of ratification (July 27, 2022), four hundred and ninety dollars (\$490) for each person (adult/dependent/child) every twenty-four (24) months. Current dependent children at date of ratification (July 27, 2022) are grandfathered at three hundred dollars (\$300) annual coverage until they age out per the terms of the plan.
 - iii) A direct pay drug card is available on the following conditions:
 - Drugs will be reimbursed at eighty percent (80%) of eligible expenses.
 - Mandatory generic substitution for eligible drugs unless a physician states no substitution is required.
 - Maximum dispensing fee of nine dollars and twenty-five cents (\$9.25) per prescription.
- C) The Employer shall pay one hundred percent (100%) of the monthly premium.

36.03 Group Life Insurance Plan

- A) Regular employees who are not in any other plan shall become members of the group life insurance plan as a condition of employment.
- B) The plan shall provide basic life insurance in the amount of one hundred thousand dollars (\$100,000) and standard twenty-four (24) hour accidental death and dismemberment insurance, up to and including age sixty-five (65). Thereafter, the amount of coverage shall decrease to fifty

thousand dollars (\$50,000). Group insurance coverage shall cease for employees at the age of seventy (70).

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 the employee's 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) The Employer shall pay one hundred percent (100%) of the monthly premium for the group life insurance plan.

36.04 Long-Term Disability Insurance Plan

- A) Regular employees shall become members of the long-term disability plan as a condition of employment.
- B) The plan shall provide employees with two-thirds' (2/3) salary continuation until age sixty-five (65), in the event of a disability, to a maximum of three thousand five hundred dollars (\$3,500) per month.
- C) The Employer shall pay one hundred percent (100%) of the monthly premium.

36.05

Coverage under the provision in Article 36.01, 36.02, 36.03, and 36.04 shall commence on the first day of the calendar month immediately following the completion of three (3) months' employment as a regular employee.

36.06 Retirement Plan

The Employer shall provide a retirement plan as outlined in Appendix C.

ARTICLE 37 – LEAVE – BEREAVEMENT

37.01

All regular employees shall be entitled to three (3) work days' leave, with pay, for attending a funeral in the event of a death of a member of their immediate family, which shall be limited to spouse (including common-law), child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a relative permanently residing in the employee's household or with whom the employee permanently resides.

37.02

Up to two (2) additional work days, with pay, will be granted to regular employees for the making of funeral arrangements for a spouse, child, parent, brother or sister of the employee.

37.03

Up to two (2) additional days with pay will be granted to regular employees when out-of-town travel is required and is approved by the Employer.

37.04

Bereavement leave need not be taken on consecutive days.

ARTICLE 38 – EMPLOYMENT INSURANCE

38.01

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

ARTICLE 39 – LEAVE – COURT DUTY

39.01

- A) Regular employees who are required by law to serve as jurors or subpoenaed as witnesses in any court shall be granted a leave of absence, with pay, equal to the time required for the employee's court attendance(s).
- B) A regular employee in receipt of regular pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that the employee is normally scheduled to work, providing these do not exceed the employee's regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant according to the length of the court duty.

39.02

Court Duty Leave does not apply to employees who are accused, plaintiffs or defendants.

ARTICLE 40 – LEAVE – OTHER

40.01 Special Leave

- A) Special leave shall be granted for serious illness of the employee's spouse or child residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care – up to four (4) days annually with no carry forward into the next year.
- B) Employees may apply for up to five (5) days' leave of absence annually, two (2) days of which shall be paid, to attend to family responsibilities not otherwise covered by this Collective Agreement, with no carry forward into the next year.

ARTICLE 41 – WORKERS' COMPENSATION

41.01

All employees will be covered by the provisions of the Workers' Compensation Act.

ARTICLE 42 – EXEMPT AND SAVE HARMLESS

42.01

The Employer will insure:

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

ARTICLE 43 – PAY DAYS

43.01 Pay Days

Employees shall be paid bi-weekly by direct deposit.

- A) Employees will receive their electronic pay statements on pay day.

43.02 Statement of Wages

On each pay day, an employee will receive an electronic statement indicating the following:

- A) the hourly rate and hours worked;
- B) The hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- C) The amount of each deduction from the earnings of the employee and the purpose of each deduction;
- D) The amount being received by the employee.

ARTICLE 44 – UNIFORMS

44.01

All employees will be expected to dress appropriately for the job they are doing.

44.02

After completion of the probationary period, the company will provide each permanent employee with two (2) uniforms. After the first full year of employment, and annually thereafter, the company will provide one (1) uniform for each employee.

44.03

In lieu of providing a uniform, the company may choose to pay sixty dollars (\$60.00) upon providing proof of purchase of that uniform.

ARTICLE 45 – FOOD AND PARKING

45.01

The company shall provide free parking for employees.

45.02

If requested, the Employer shall provide the employee with access to free meals from the kitchen on shifts they are working.

ARTICLE 46 – AMENDMENTS

46.01

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

B) Where no notice is given by either party, both parties shall be deemed to have given notice.

ARTICLE 47 – WAGE PAYMENT AND SCHEDULES

47.01

Wages will be paid each employee in accordance with and based upon the wage schedule provided in this Collective Agreement.

47.02

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

47.03

All retroactive payments will be made within thirty (30) days of notice of ratification of the collective agreement.

ARTICLE 48 – EFFECTIVE AND TERMINATING DATES

48.01 Expiration of Agreement

This Agreement covers the period from December 1, 2021 to and including November 30, 2023, and shall remain in force and be binding upon the Parties thereafter until a new Agreement has been ratified.

48.02 Commencement of Bargaining

Where either Party has given notice under Article 46 – Amendments, the parties shall, within thirty (30) days after the notice was given, commence collective bargaining, or on a mutually agreed-to-date.

48.03 Effective Date of Agreement

All provisions of this Agreement shall be effective December 1, 2021, unless otherwise specified in this Agreement.

48.04

The operation of Subsection 2 of Section 50 of the Labour Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.

ARTICLE 49 – STAFF DEVELOPMENT PROGRAMS

49.01 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.

49.02 In-Service Programs

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

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs will be paid at the applicable rate of pay.
- C) In-service education programs on managing aggressive behaviour of residents will be provided.

49.03 General Education Program

- A) 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.
- B) A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis. The Employer's approval shall not be unreasonably withheld. For regular full-time and part-time employees, the employer shall provide two (2) days' professional development annually, subject to prior approval of the course(s) by the employer.
- C) **Leave on Day Off**
Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

ARTICLE 50

ARTICLE 51 – 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

51.01

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.

51.02

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 Union designate on the professional responsibility committee and the Director of Nursing/Care.

51.03

A Professional Responsibility committee shall be established.

Composition of the Committee:

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

- B) Ad Hoc Members:
 - i) the nurse with the concern
 - ii) Union designate
 - iii) immediate Supervisor
 - iv) Executive Director

51.04

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

51.05

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

51.06

If the matter is not resolved to their satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article 7.02 – Grievance Procedure.

ARTICLE 52 – PORTABILITY PROVISIONS FOR NEW HIRES

For newly-hired employees, prior experience is recognized and is accorded the following treatment:

- A) **Wage Increment Step**
For documented prior nursing experience which is recent and relevant, as determined by the employer, the new employee is placed on the prevailing wage progression grid at the step reflecting one increment for each completed 1,826.25 hours of experience.

- B) **Qualification Differentials**
For documented educational qualifications attained prior to commencing employment with the employer, the new employee shall be paid the appropriate differential premium(s) in accordance with Article 53 – Qualification Differentials.

C) Vacation Plateau

- i) For documented prior nursing experience which is recent and relevant, as determined by the employer, the new employee is placed on the vacation grid in accordance with cumulative hours of continuous service at prior employers, subject to a maximum placement at the six (6) week plateau, i.e. thirty (30) work days.
- ii) Placement on a vacation plateau is utilized to compute and accrue future vacation time and vacation pay, in the second and subsequent years of continuous employment.
- iii) On commencing employment there is no accrued bank of vacation pay in the initial calendar year of service, however for a partial year of service ending on the January 1st cut-off date, the employee may take pro-rated vacation time in the succeeding year in accordance with Article 33 – Annual Vacation.
- iv) The employee's vacation time is red-circled at the plateau in effect as of the date of hire, and remains the same until such time as the employee's accumulated continuous years of service after the date of hire results in progression to the next succeeding plateau (for example, a new hire placed on the twenty-five (25) work day plateau would progress to twenty-six (26) work days after completing ten (10) continuous years of service with Royal City Manor).

ARTICLE 53 – QUALIFICATION DIFFERENTIALS

53.01 Special Clinical Preparation

A regular employee with special clinical preparation of not less than six (6) months approved by the Employer, and who is employed in the special service for which the employee is qualified, shall be paid an additional fifty dollars (\$50.00) per month if the employee has utilized the course within four (4) years prior to employment.

53.02 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.

53.03 Registered Psychiatric Nurse

A regular employee graduate nurse who is in addition a psychiatric nurse shall be paid an additional fifty (\$50.00) per month for clinical preparation.

53.04 Multiple Payments Prohibited

An employee may not qualify for more than one (1) payment under categories in Articles 53.02 and 53.03.

53.05

The employee must provide proof of qualifications listed in Articles 53.02 and 53.03. The qualifications must be from an accredited Canadian post-secondary institution or equivalent.

ARTICLE 54 – SEVERANCE ALLOWANCE

54.01 Eligibility for Severance

A regular employee leaving the employ of the home shall be entitled to receive severance allowance as calculated in Articles 54.02 and 54.03, providing that the employee falls into one of the following categories:

- A) employees with ten (10) years of service who of their own volition leave the home work force after their fifty-fifth (55th) 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 with ten (10) years of service who are required to retire from the workforce because of a medical disability, which shall be mutually agreed between the Parties
- D) employees with ten (10) years of service who die in service

54.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 54.01 (Eligibility for Severance), shall be paid a severance allowance of one (1) week’s pay for each two (2) years of service, to a maximum of twenty (20) weeks’ pay.

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

54.03 Calculation of Severance Allowance

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

$$\frac{\text{hours paid (excluding overtime) in the two-year period}}{1,826.25 \times 2}$$

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

$$\frac{\text{total hours paid (excluding overtime)}}{1,826.25}$$

SIGNATURES OF THE PARTIES

Signed for the Employer:

Signed for the Union:

Blair Phillips, Senior Vice President, Human Resources

William Hwang, LRO/Negotiator

August 31, 2022

Date

August 31, 2022

Date

Section 1 – Eligibility

- A) Regular full-time and regular part-time employees who are on staff at the date of signing of the Collective Agreement and who are not presently disabled from working or who joined the staff following that date shall, upon completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- B) Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions:
- i) Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits, and return to their former job and increment step.
 - ii) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits 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 and seniority upon expiration of the unpaid leave.
 - iii) Employees on long-term disability shall be considered employees for the purpose of Pension Plan when that Pension Plan has been established.
 - iv) 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 for an amount not to exceed the amount of life insurance for the employee on the last day they were actively at work.

Section 2 – Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for five (5) months, the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings, to a maximum of three thousand five hundred dollars (\$3,500) per month, in accordance with the Plan which shall be filed with the Union. Effective November 30, 2010, the benefit amount received shall be increased annually by the same increase in the wage rate (received by regular employees).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by 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 of the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of their continuous total disability.

Section 3 – Total Disability Defined

- A) Total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which they are reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision at Section 4 – Exclusions and Limitations.

For disabilities whose onset occurs on or after the first (1st) day of the calendar month following thirty (30) days after the date of ratification of the renewed collective agreement:

Total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit for which the rate of pay equals or exceeds eighty-five percent (85%) of the pre-disability rate of pay from their regular occupation with the Employer, and for which they are reasonably qualified by education, training or experience, or may reasonably become so qualified, subject always to the terms of the provision at Section 4 – Exclusions and Limitations.

- B) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- C) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- D) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

For disabilities whose onset occurs on or after the first (1st) day of the calendar month following thirty (30) days after the date of ratification of the renewed collective agreement:

After twenty-four (24) months of disability, an employee who is able by reason of education, training or experience to perform the duties of any gainful occupation, for which the rate of pay equals or exceeds eighty-five percent (85%) of the pre-disability rate of pay from their regular occupation with the Employer, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

- E) If an employee who is receiving this Long-Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

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

The rehabilitative employment of a disabled employee shall continue until such time as the employee’s earnings from rehabilitative employment exceed eighty percent (80%) of the employee’s earnings at the date of disability.

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

Section 4 – Exclusions and Limitations

Exclusions:

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- (1) Intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (2) Rebellion or insurrection, war, whether war has been declared or not, or by full- or part-time service in any Armed Forces; and
- (3) Flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.

Limitations:

- (1) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if they are prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which they have received benefits provided by this policy.
- (2) In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 – Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which they are insured on the date of commencement of their total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- i) Workers’ Compensation Act, or similar law;
- ii) Department of Veterans’ Affairs;
- iii) Retirement or Pension Plan with any employer;

- iv) Any disability provision or any group insurance policy; and
- v) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan.

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of their income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 – Successive Disabilities

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed their previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one (1) period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- i) The qualification period less the total number of days absent due to the same cause or causes during the last preceding disability period and all intervening successive disability periods; or
- ii) Thirty (30) days, whichever is greater.

Section 7 – Expiration of Sick Leave

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting period when the long-term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long-term disability benefit, or bank the unused sick leave credits for future use.

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.

Upon return to work following recovery, an employee who was on long-term disability shall, where possible, return to their former job, exercising their seniority rights if necessary, pursuant to Article 12.02(D) (Lay-off), of the Collective Agreement.

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 provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 – Premiums

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

Section 10 – Waiver of Premium

In the event an employee is receiving long-term salary continuance benefits provided by this policy, the premium for their insurance shall be waived for the period during which benefits are paid.

Section 11 – Claims

Written notice of a claim for long-term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee has advised their employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 – Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

APPENDIX B TABLE OF WAGE RATES

	Dec 1, 2018	Dec 1, 2019	Dec 1, 2020
Step 1	\$34.24	\$34.93	\$35.63
Step 2	\$35.57	\$36.28	\$37.01
Step 3	\$36.87	\$37.61	\$38.36
Step 4	\$38.20	\$38.96	\$39.74
Step 5	\$39.53	\$40.32	\$41.12
Step 6	\$40.83	\$41.65	\$42.48
Step 7	\$42.17	\$43.01	\$43.87
Step 8	\$43.53	\$44.40	\$45.29
Step 9	\$44.95	\$45.85	\$46.77

Retroactive pay to be paid only to active employees on the date of ratification.

APPENDIX C RETIREMENT PLAN

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Retirement Plan, the terms and conditions of which are as follows:

Registered Retirement Savings Plan

- A) For regular employees participation is mandatory. Contributions may be made at three percent (3%) or four percent (4%) or four point five percent (4.5%) of straight time earnings. Effective the first full pay period of January 2014, contributions may be made at three percent (3%) or four percent (4%) or four point five percent (4.5%) or five percent (5%) of straight time earnings.
- B) Matching Employer contributions will be made monthly and vesting is immediate.
- C) Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
- D) Employees are offered a choice in the type of investment, i.e. five (5) year guaranteed fund, one (1) year guaranteed fund. Canadian Equity Fund or Diversified funds.
- E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- F) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the Employer contribution will be withheld for one (1) full year.
- G) Employees enrolled in the previous pension plan are subject to provincial locking-in requirements with respect to any withdrawals.
- H) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- I) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- J) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions within a two-week period or shall be provided access to the plan carrier – cost to be borne by Employer.
- K) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.
- L) With the exception of changes to personal information (e.g. name, beneficiary, etc.) all other changes to the plan, including enrolments, will occur twice (2x) per year on January 1st and July 1st. The Employer will make those changes by January 15 and July 15 of that same year.

M) Casual employees who have completed two (2) consecutive years of service and who have earned thirty-five percent (35%) of the yearly maximum pensionable earnings in each of the two (2) years shall have the option of enrolling in the Plan.

APPENDIX D EARLY SAFE RETURN TO WORK PROGRAM

The Early Safe Return to Work program is intended solely for those regular post-probationary employees who are reasonably expected to return to full duties as outlined in the position description.

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 place modification, a work hardening program, or if necessary, a change in work assignment.

Participation in such a program is strictly voluntary for both the employee and the Employer and contingent upon the written consent and advice of the employee's physician.

The program shall be considered as part of the treatment/rehabilitation process. The Early Safe Return to Work Program will encourage a process of gradual integration to safe and appropriate work for each employee that returns the employee to their pre-injury/illness position. All employees engaged in a rehabilitation/treatment process shall be supernumerary.

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and where necessary, an appropriate health care provider or a representative of other affected providers will meet to agree on a suitable work plan. Where necessary, other affected providers will meet to agree on a suitable work plan. Where necessary, other affected providers such as LTD and/or WorkSafeBC (WSBC) shall be consulted in the development of the plan.

A written program for the employee will include:

- 1) An overview of the employee's work plan, including program requirements (including restrictions or limitations), its expected outcome and end date. Programs shall not exceed eight (8) weeks, except as necessary in cases involving WSBC or other affected providers. Extensions may be made by mutual consent between the Employer and the Union.
- 2) The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
- 3) A detailed outline of the Employer and employee responsibilities under the program.
- 4) A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

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

The Employer designate shall be responsible for making the necessary work arrangements for the employee's return to work place. The Union steward shall be allowed time away from their usual assigned duties to meet the union members at the work site to familiarize them with the terms and conditions of their co-workers' 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 are entitled to all the benefits of the agreement, on a proportionate basis. It is further agreed that participation in the program will not impact the waiting period or eligibility for LTD entitlement.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups, although on occasion, an employee may, depending on changed circumstances, move from one group to another. Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

Group 1: Employees suffering an occupational illness or injury who are in receipt of WSBC payments:

- Receive full wages and benefits (Article 35.07 – Leave – Worker’s Compensation)

Group 2: Employees suffering a non-work related illness or injury or who are waiting acceptance of a WSBC claim, who have accumulated sick time and/or choose to utilize accumulated vacation time:

- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all regularly scheduled hours not worked. All benefits continue uninterrupted.

Group 3: Employees suffering a non-worked illness or injury or are awaiting acceptance of a WSBC claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time:

- Receive pay and appropriate premiums for all hours worked at the work place and receive EI sick benefits for the balance of the regularly scheduled hours not worked, subject to their entitlement. Medical, dental, extended health, LTD, group life insurance are reinstated when working.

Group 4: Employees in receipt of LTD benefits:

- These employees are considered disabled and under treatment by a physician.
- These employees receive pay for all hours worked as per Appendix A – Long-Term Disability Plan. The cap in Appendix A – Section 3(E) shall be waived for the duration of the Early Safe Return to Work Program.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

RE: RESPECTFUL WORKPLACE

The Parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Complaints of harassment and bullying will be taken seriously and such complaints will be addressed in a timely manner.

A Respectful Workplace is characterized by:

- A) The absence of workplace bullying behaviour which include but are not limited to: shouting at staff, speaking with a condescending attitude, emotional tirades, threatening an employee's job security, spreading rumours, gossiping about or damaging a person's reputation.
- B) Inclusion – of people with different backgrounds and cultures.
- C) Safety – from disrespectful, discrimination, bullying and harassing behaviour.
- D) Absence of harassing behaviours which include, but not limited to: inappropriate gestures, comments, intimidation, or conduct that might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation.
- E) Support – the Employer will review the policy annually with employees and take steps to prevent and minimize harassment and bullying at the workplace.

The Employer has published a clear policy for promoting and maintaining a respectful environment. This policy is accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behaviour, aggression and violence.

LETTER OF UNDERSTANDING

Between

AXR Operating (BC) LP, operating as
Royal City Manor
(the “Employer,” of the first part)

And

British Columbia Nurses’ Union
(the “Union,” of the second part)

RE: Days in Lieu for Union Business on Scheduled Rest Days

Whereas the Parties are desirous of maintaining an effective working relationship and cooperating within the spirit and intent of Article 4.17 – Unpaid Leave, Union Business,

Therefore, the Parties agree:

- subject to operational requirements, unpaid Union leave of absence shall be granted in lieu of missed scheduled days off for Union business
- for purposes of applying this provision, Union business will be the annual convention of the Union, quarterly regional meetings of the Union and collective bargaining (negotiations)
- to be eligible for this provision, one (1) delegate from the worksite shall be eligible to apply for a day off in lieu of attending Union business on a scheduled rest day for quarterly regional meetings or negotiations, and up to two (2) delegates for the annual convention of the Union
- the Employer’s aggregate “in lieu” days off in a calendar year, for all members of the bargaining unit, is subject to an annual maximum of ten (10) days
- this provision takes effect on ratification of the renewed collective agreement and shall expire November 30, 2021.

LETTER OF UNDERSTANDING

Between

AXR Operating (BC) LP, operating as
Royal City Manor
(the “Employer,” of the first part)

And

British Columbia Nurses’ Union
(the “Union,” of the second part)

RE: Appeal of Adjudication Decision Under the Insured Long-Term Disability Plan

Whereas the Parties are desirous of achieving ratification of a renewed collective agreement,

Therefore, the Parties agree:

- the Employer commits that a claims appeal process is in place for an employee who wishes to dispute a decision by the insurance carrier
- a copy of the insurance carrier’s appeal process will be provided by the Employer to the Union within sixty (60) days of ratification of the collective agreement
- if either Party finds the appeal process unacceptable, the Parties shall meet within thirty (30) days to discuss and resolve concerns

INDEX

Accumulation.....	33	EFFECTIVE AND TERMINATING DATES	40
Additional Leave.....	29	Effective Date of Agreement.....	41
AMENDMENTS.....	40	Eligibility for Severance.....	44
ANNIVERSARY DATE AND INCREMENTS		Employee Termination.....	14
.....	13	EMPLOYER BUSINESS.....	27
ANNUAL VACATION.....	30	EMPLOYER'S RIGHTS.....	2
APPENDIX A – Article 36 – Long-Term		EMPLOYMENT INSURANCE.....	38
Disability Plan.....	46	Enforceable Legal Claim.....	35
APPENDIX B – Table of Wage Rates.....	51	Evening & Night Premiums.....	24
APPENDIX C – Retirement Plan.....	52	EXEMPT AND SAVE HARMLESS.....	39
APPENDIX D – Early Safe Return to Work		Expedited Arbitration.....	9
Program.....	54	Expiration of Agreement.....	40
APPENDIX E.....	56	Expiration of Sick Leave Credits.....	34
Appointments.....	35	Extended Health Care Plan.....	36
Arbitration.....	9	FILLING OF VACANCIES OR NEW	
Benefit Entitlement – Regular Full-Time		POSITIONS.....	19
Employees.....	10	First Consideration.....	19
Benefit Entitlement – Regular Part-Time		FOOD AND PARKING.....	40
Employees.....	11	General Application Dispute.....	8
Benefit Entitlement Upon Lay-off.....	16	General Education Program.....	41
Benefits.....	29	Grievance Procedure.....	7
Benefits Accrue.....	34	GRIEVANCE PROCEDURE.....	7
Bridging of Service.....	30	Group Life Insurance Plan.....	36
Bulletin Board.....	3	HEALTH PROGRAM.....	25
Calculation of Severance Allowance.....	44	Hours of Work.....	23
Call-Back.....	24	HOURS OF WORK, MEAL PERIODS, REST	
CALL-BACK AND USE OF EMPLOYEE		PERIODS.....	23
VEHICLE.....	24	Individual Agreement.....	3
Call-Back Travel Allowance.....	24	In-Service Programs.....	41
Casual Employees – Benefit Entitlement.....	12	JOB DESCRIPTIONS.....	20
Casual Employees – Health and Welfare		Joint Occupational Health and Safety Committee	
Coverage.....	13	25
Casual Employees – New Availability.....	13	Laid Off Employees.....	17
Casual Employees – Off-Duty Rights.....	13	Lay-off.....	15
Casual Employees – Vacation Pay and Statutory		Layoff Due to Technological Change.....	21
Holidays.....	12	LEAVE – BEREAVEMENT.....	37
Casual Employees – Wage Entitlement.....	11	LEAVE – COURT DUTY.....	38
CHA/ CNA and BCIT Courses.....	43	LEAVE – ELECTIONS.....	28
Change of Position.....	19	LEAVE – MATERNAL, ADOPTION,	
Commencement of Bargaining.....	40	PARENTAL.....	28
Creation or Changes in Classification.....	20	LEAVE – OTHER.....	38
DEFINITION OF EMPLOYEE STATUS AND		LEAVE – PrOFessional ASSOCIATION	
BENEFIT ENTITLEMENT.....	10	MEETINGS.....	27
DEFINITIONS.....	1	LEAVE – PUBLIC OFFICE.....	27
Dental Plan.....	36	LEAVE – SICK.....	33
Deviation from Grievance Procedure.....	8	LEAVE – UNPAID.....	27
Discussion of Differences.....	7	Leave – Workers' Compensation.....	34
Dismissal/ Suspension for Alleged Cause.....	8		

Letter of Understanding - Appeal of Adjudication Decision Under the Insured Long-Term Disability Plan	58
Letter of Understanding - Days in Lieu for Union Business on Scheduled Rest Days	57
Long Term Disability Insurance Plan	37
Long-Term Disability Plan – Administration	50
Long-Term Disability Plan – Benefits Upon Plan Termination.....	50
Long-Term Disability Plan – Claims	50
Long-Term Disability Plan – Eligibility	46
Long-Term Disability Plan – Exclusions and Limitations	48
Long-Term Disability Plan – Expiration of Sick Leave.....	49
Long-Term Disability Plan – Integration with Other Disability Income.....	48
Long-Term Disability Plan – Premiums	50
Long-Term Disability Plan – Successive Disabilities	49
Long-Term Disability Plan – Total Disability Defined.....	47
Long-Term Disability Plan – Waiting Period and Benefits	46
Long-Term Disability Plan – Waiver of Premium.....	50
Meal Periods	23
Mediator	8
Medical Examinations	25
MEDICAL, EXTENDED HEALTH, DENTAL COVERAGE, AND LONG-TERM DISABILITY INSURANCE PLAN	36
Multiple Payments Prohibited.....	44
New Employee Orientation.....	3
NO CESSATION OF WORK.....	6
NON-DISCRIMINATION	26
Notice.....	21
Notice Required	34
NURSING STAFF WORK SCHEDULES.....	21
Orientation and Training.....	20
OVERTIME.....	23
Overtime Definition.....	23
Paid President.....	5
Parental Leave (Including Adoption Leave)....	29
Partial Year of Service	31
PAY DAYS.....	39
Payment	33
Performance Appraisals	17
PERFORMANCE APPRAISALS AND PERSONNEL FILES	17
Personnel File.....	17

PORTABILITY PROVISIONS FOR NEW HIRES.....	42
Postings.....	18
PREAMBLE	2
PROBATIONARY PERIOD.....	14
PROFESSIONAL RESPONSIBILITY CLAUSE.....	42
Proof of Sickness	33
Purpose of Agreement	2
QUALIFICATION DIFFERENTIALS	43
Qualifying Period	19
Recall	16
Registered Psychiatric Nurse.....	43
Registered Retirement Savings Plan.....	52
Regular Full-Time Employees.....	10
Regular Part-Time Employees.....	10
RELIEF IN HIGHER-RATED POSITION.....	25
Resident Care.....	2
RESPONSIBILITY PAY	25
Rest Periods	23
Retirement Plan	37
Return to Employment.....	29
Returning to Formerly Held Position	20
Scope of Agreement	3
SENIORITY	13
Seniority – Maintained and Accumulated	13
SEVERANCE ALLOWANCE	44
Severance Allowance Entitlement.....	44
Shift Changes.....	22
SHIFT PREMIUM/ WEEKEND PREMIUM	24
Sick or Injured Prior to Vacation.....	35
SIGNATURES OF THE PARTIES	45
Special Clinical Preparation	43
Special Leave.....	38
STAFF DEVELOPMENT PROGRAMS.....	41
Statement of Wages	39
Statutory Holiday Entitlement	32
Statutory Holiday Falling Within a Vacation ..	33
STATUTORY HOLIDAYS	32
Stewards.....	3
TECHNOLOGICAL CHANGE.....	21
Technological Policy	21
Temporary Appointments.....	18
Terminating Employees.....	32
TERMINATION OF EMPLOYMENT.....	14
Time Limits	10
Transfer of Function	41
UNIFORMS.....	39
Union Check-Off.....	5
Union Induction.....	4
Union Recognition.....	2

UNION RECOGNITION, RIGHTS AND SECURITY	2
Union Representative Visits	3
Union Shop	4
UNION/ MANAGEMENT COMMITTEE	6
Union/Management.....	7
Unpaid Leave – Union Business	5
VACANCY POSTING	18
Vacation Entitlement	30

Vacation Scheduling.....	31
Voluntary Shift Exchange.....	22
Voluntary Treatment.....	35
WAGE PAYMENT AND SCHEDULES	40
Wages on Reassignment.....	21
Weekend Premiums.....	24
Work on Statutory Holidays	33
WORKERS' COMPENSATION	38