

COLLECTIVE AGREEMENT

Between

CANADIAN RED CROSS SOCIETY

And

THE BRITISH COLUMBIA NURSES' UNION

Term of Agreement

June 13, 2003 c March 31, 2005

E. & O.E.

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ARTICLE 1 - PREAMBLE AND DEFINITIONS

1.01 Preamble

- (A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
- (B) The provisions of this Agreement apply to the Union, employees and the Employer.

1.02 Definitions

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

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

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

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

COMPENSATORY LEAVE means leave with pay in lieu of cash payment for overtime, travelling time compensated at overtime rate and call-back. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

DAY SHIFT means a shift in which the major portion occurs between 0830 and 0430 hours.

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

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

EMPLOYER means the organization, listed in the certification issued by the Labour Relations Board of British Columbia.

MEETING means any process to facilitate communication up to and including electronic means such as telephone, teleconferencing as well as a face to face process as mutually agreed by the parties.

OPHP means Outpost Hospital Program.

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

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

SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period.

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

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

UNION means the British Columbia Nurses= Union

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

WORKSITE means a location where an employee is assigned to work either at or from.

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

TOUR OF DUTY means one or more completed shifts.

ARTICLE 2 - PURPOSE OF AGREEMENT

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 General Rights

All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

3.02 Employer Policies

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

3.03 Publications and Authorship

- (A) For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.
- (B) The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.
- (C) Copyright in all publications produced by, or contributed to by any employee covered by this agreement shall belong to the Employer, where such publication is the product of creative and/or intellectual work within the scope of her employment. The Employer may, in its discretion, waive, in whole or in part, the provisions of this Article, by way of a written agreement signed by

the Zone Manager (or equivalent). The Employer may in its discretion, recognize authorship and/or other contributions to any publication. Copyright in all publications produced by or contributed to by an employee, outside that employee's scope of employment including all intellectual property shall belong to that employee.

- (D) For (c) above the employee shall request permission for access to data. Such request and any approval shall be in writing.

ARTICLE 4 - UNION RECOGNITION

4.01 Union Recognition

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

4.02 Scope of Agreement

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

4.03 Rights of Employees

Nothing in this Agreement shall be construed as an abridgement or restriction of an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada or British Columbia.

ARTICLE 5 - UNION SECURITY

5.01 Security

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

5.02 Union Deductions

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

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

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

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

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

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

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

ARTICLE 6 - UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

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

6.02 Contracting Out

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

6.03 Employer's Business

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

6.04 Stewards

(A) Recognition of Stewards

- (1) The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.
- (2) The Employer acknowledges the exclusive right of the Union to appoint Stewards and other Union representatives from amongst the members of bargaining units for which the Union is the certified bargaining agent.

(B) Notification of Change of Stewards

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

(C) Duties and Responsibilities

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

- (1) investigating complaints of an urgent matter, and
 - (2) investigating grievances, and
 - (3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure,
- and

- (4) supervising ballot boxes and other related functions during ratification votes, and
- (5) attending meetings called by management, and
- (6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- (7) meeting with new employees as a group during the orientation program, and
- (8) acting as appointees to the Union/Management Committee.

(D) Conditions Governing Stewards

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

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

6.05 Union Representative Visits

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

Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Union attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of one (1) working day's notice of such meeting as well as its purpose.

6.06 Superior Benefits

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

6.07 Personnel File

(A) Employee Access

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

(B) Union Representative or Steward Access

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

(C) Confidential Nature of Personnel File

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

6.08 Copies of the Collective Agreement

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

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

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

6.09 New Employees

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

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.10 List of New and Terminating Employees

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

6.11 Bulletin Boards

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

The Employer agrees the Union can use fax machines and email, subject to the same conditions for transmitting information as per (a) bulletin boards.

ARTICLE 7 - STRIKES OR LOCK-OUTS

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

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

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established for the Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

8.02 Chair

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

8.03 Meetings

The Committee shall meet four scheduled times per year. Additional meetings will be scheduled by mutual agreement.

8.04 Purpose of the Committee

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

8.05 Scope of the Committee

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

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

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

8.06 Stewards

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

ARTICLE 9 - GRIEVANCES

9.01 General

(A) Discussion of Differences

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

(B) Interpretation of Agreement

The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from availing himself or herself of the grievance procedure provided in this Agreement.

(C) Dispute Resolution

The Employer and the Union agree it is appropriate to resolve disputes at the level where they occur without necessarily invoking the filing of a grievance, and preferably at the lowest

possible level of management with the involvement of an Union representative. Accordingly, when disputes might arise, the manager and the Union representative endeavour to foster open co-operation, frank exchanges of views and a quest for innovative solutions.

(D) Standards of Discipline

Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Union.

- (E)** Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Union attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of one (1) working day's notice of such meeting as well as its purpose.

9.02 Grievance Procedure

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

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

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

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall

give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

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

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

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit). Within a further seven (7) calendar days of the Step 3 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter and/or arbitration. Such referral must occur within one hundred and twenty (120) days of the date the Employer responds at Step 3.

Industry Troubleshooter

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

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

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

Columbia to appoint such person.

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

9.03 Employer Policy Dispute

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

9.04 Amending Time Limits

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

9.05 Resolution of Employee Dismissal or Suspension Disputes

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

Step 1

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

Step 2

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

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

9.06 Clarification of the Nature of the Dispute

If the Union and the Employer disputes the article under which a grievance has been filed, the respondent may refer the issue of whether the grievance was filed under the appropriate procedure (i.e. Article 9.02/9.03), as a preliminary matter to the Arbitrator or Arbitration Board (as the context requires) prior to the scheduled hearing date(s).

9.07 Deviation from Grievance Procedure

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

ARTICLE 10 - ARBITRATION

10.01 Authority of the Arbitration Board

- (A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a Board of Arbitration or a single arbitrator as determined by (D) below. Such Board of Arbitration or arbitrator shall have the power to determine if any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (B) Where an Arbitration Board is used, the Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.
- (C) Where a single arbitrator is used, the arbitrator shall issue a decision which shall be final and binding upon the parties.
- (D) A single arbitrator shall be used for grievances filed under Article 9.02 or 9.03.

10.02 Notification

The party requesting arbitration under Article 9.02 or 9.03 shall notify the other party of its intent to arbitrate and its proposed arbitrator

The recipient of this notice shall respond within ten (10) calendar

days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

10.03 Expenses of the Arbitration Board or Arbitrator

The expenses of the Chair of the Arbitration Board or single arbitrator shall be shared equally by the parties. Where nominees are used, each party shall be responsible for the expenses of its nominee.

10.04 Single Arbitrator

By mutual agreement between the Union and the Employer, a single arbitrator may be substituted for the Arbitration Board established.

10.05 Waiver of Time Limits

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

10.06 Expedited Arbitration

- (A) A representative of Employer and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.
- (B) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- (C) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (D) As the process is intended to be informal, lawyers will not be used to represent either party.
- (E) 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.

- (F) 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.
- (G) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (H) 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.
- (I) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (J) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (K) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (L) The expedited arbitrators, who shall act as sole arbitrators, shall be Chris Sullivan, Heather Lacing, Joan Gordon, Don Munroe.
- (M) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- (N) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 11 - DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 25.03 - Posting of Work Schedules).

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

11.01 Restriction of Employee Status

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

11.02 Regular Full-Time Employees

- (A) Definition Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 26.01 Hours of Work.
- (B) Benefit Entitlement Regular full-time employees are entitled to all benefits of this Agreement.
- (C) Seniority Regular full-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority - Definition.

11.03 Regular Part-Time Employees

- (A) Definition Regular part-time employees are those who are regularly scheduled to work but less than the full hours as provided in Article 26.01 Hours of Work.
- (B) Benefit Entitlement Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 46 Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)
- (C) Seniority Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority - Definition.

11.04 Casual Employees

(A) Definition

Casual employees may be employed to work on a intermittent basis in capacities such as:

- (1) Sickness relief
- (2) Vacation relief

- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment
(Reference Article 17.02 Temporary Appointments.)
- (5) Paid holiday relief
- (6) Overtime owing relief
- (7) Maternity leave relief

(B) Off Duty Rights

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

(C) Letter of Appointment

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

(2) General Availability

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

(3) New Qualifications

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

(4) Orientation

The Employer will provide casual employees with adequate orientation, and Red Cross policies and procedures to all worksites.

(D) **Casual Register**

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

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

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

(E) **Procedure for Casual Call-In**

- (I) The manner in which the casual employees shall be called to work shall be as follows:

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

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

(2) **Long Term Planning and Call In**

Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (I) above.

(3) **Short Term Call In**

Due to the remoteness of the Outpost Hospitals, where the employer is seeking a casual employee for less than ten (10) consecutive scheduled shifts plus the weekends before and after those ten (10) consecutive scheduled shifts the employer may call the casual closest to the geographical area and fill those shifts as deemed most efficient including out of seniority.

(4) **Telephone Call-In**

- (a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available.
- (b) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E)(I). The Employer shall permit the telephone to ring a minimum of eight (8) times, leave a message and allow one day for the casual employee to return the call.
- (c) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

(5) A block of work is defined as a single shift.

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

(F) **Employment Security Considerations**

The parties agree that work of a casual nature will first be assigned to regular employees who have been displaced, as interim placement pending more permanent solutions. Where this occurs Article 11.04(E) will not apply.

(G) **Wage Entitlement**

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

(H) **Benefit Entitlement**

(1) **Grievance and Arbitration**

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

(2) **Vacation Pay and Paid Holidays**

Casual employees shall receive 12.4% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

(3) (A) **Other Benefits**

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

(B) Casual Employees shall have access to all employer paid education benefits. The provisions of Article 55 Payment of Wages, Article 60 Wage Schedules, and Article 6.06 Superior Benefits, apply to casual employees.

(4) **Health and Welfare Coverage**

(a) **Benefit Entitlement**

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

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

Where a casual employee subsequently elects to withdraw from the benefit plans, she must withdraw from all three plans. Casual employees failing to maintain the required payments shall have

the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll.

(b) **Benefit Premium Refund**

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

- i) In order to be eligible, casuals, once enrolled in the plan, must have worked 978.75 hours with the Employer during the yearly period October 1 to September 30.
- ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.
- iii) Employees failing to attain 978.75 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.
- iv) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

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

Where a job posting under Article 17.02(B) is filled by a casual employee and the position is in excess of 2 months, she will be entitled to the following benefits:

- (a) access to permanent job postings;
- (b) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 8% vacation benefit is not to be paid out on every payday but accrued instead;
- (c) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 42.01

and be entitled to take such accrued sick leave in accordance with Article 42.02; and

- (d) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(H)(4)(a) above for the period subsequent to the first 31 days of the position. After the casual employee has filled the position for a period of 2 months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(H)(4)(a) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

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

(I) **Seniority**

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

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

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

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

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

(J) **Overtime Pay**

- (1) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 when the normal daily full shift hours as defined in Article 26.01 is exceeded.

(K) **Probationary Period**

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

(L) **Employer Approved Education Programs**

Casual employees attending Employer approved education programs paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of 156 hours at the employee=s regular hourly rate, must return to work at the same Employer or other Employer for one year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer.

ARTICLE 12 - ANNIVERSARY DATE

12.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Article 60 Wage Schedule.

12.02 Anniversary Date

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

12.03 Increments

A regular employee shall be entitled to increments based on a year's length of service subject to Article 36 Leave - General.

ARTICLE 13 - SENIORITY

13.01 Definition

- (A) Regular Employee Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.
- (B) Casual Employee Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1957.5) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within 30 calendar days shall retain her seniority accrued as a regular employee.

13.02 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

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

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

13.03 Employment in Excluded Positions and Within Other Bargaining Units

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

13.04 Seniority Lists

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

The seniority list shall contain the following information:

- i) name;
 - ii) status (regular full-time, regular part-time, casual);
 - iii) wage schedule classification;
 - iv) start date;
 - v) total hours for casuals;
 - vi) job titles;
 - vii) worksite;
 - viii) Social Insurance Number (subject to (B) below).
- (B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance Number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

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

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

- (C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided

that it can be done so at no additional cost to the Employer.

ARTICLE 14 - PROBATIONARY PERIOD

- (A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.

The term "three (3) months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

- (B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- (C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 15 - TERMINATION OF EMPLOYMENT

15.01 Employee Termination

- (A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- (B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.04 (scheduling of vacation).
- (C) Provided that 28 days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice

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

15.01.

15.03 Notice - Penalty

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

15.04 Employer Terminations

(A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 Resolution of Employee Dismissal or Suspension Disputes.)

(B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 Grievances and Article 10 Arbitration.)

ARTICLE 16 - EMPLOYEE EVALUATION

16.01 Evaluations

(A) Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter. The evaluation will not be provided by fax or email and only in a very strict confidential manner.

(B) The OPHP manager who assesses an employee's performance must have observed or been aware of the employee's performance. Where the manager is a new appointee and has not been in her position for the six (6) months preceding the annual evaluation date of an employee, the evaluation for that employee shall be delayed until the six (6) month requirement is met. Where a change in OPHP manager is anticipated the evaluation date for an employee may be advanced up to three (3) months and performed by the outgoing manager.

16.02 Employee Rights

(A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an

employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.

- (B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- (C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

16.03 Records Removed

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

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

16.04 Employment References

The Employer shall provide personal references to the prospective Employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

ARTICLE 17 - VACANCY POSTINGS

17.01 Postings

- (A) The Employer shall post notice of all nursing vacancies at each site, describing the position, department, the date of

commencement, a summary of the job description and the required qualifications in an accessible area & in hard copy.

- (B) The Employer agrees to post notices at least thirty (30) calendar days in advance of selection.

17.02 Temporary Appointments

- (A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- (B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of 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 her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

17.03 Temporary Positions

- (A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to two (2) month duration.
- (B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union, and Employer agree to renew/extend the time limits.

- (C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

17.04 Regular Float Positions

Where it may be operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A) the Employer will establish float positions. To ensure the full utilization of these float positions, the Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 17.01 Postings.

A float nurse is a regular employee who is utilized for work as defined in Article 11.04 at a designated worksite (s).

17.05 Posting of Successful Candidate

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

ARTICLE 18 - PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.01 First Consideration

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

interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.05. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies

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

18.03 Qualifying Period

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

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

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

18.04 Orientation and Training

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation.

Orientation shall include:

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

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

18.05 Returning to Formerly Held Position

(A) From Outside of Bargaining Unit

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.04 Employment in Excluded Positions and Within Other Bargaining Units.)

(B) From Within Bargaining Unit

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

(C) Other Employees Affected

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

18.06 Salary on Promotion

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

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

18.07 Increment Anniversary Date

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

18.08 Temporary Assignment to a Lower Rated Position

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

18.09 Voluntary Demotion

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

ARTICLE 19 - LAYOFF & RECALL

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

19.01 Displaced Employees

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

(A) Notice to the Union

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

(B) Displaced Employees' Options

A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list (see Article 13.05) and information regarding labour adjustment options.

Displaced employees will notify the Employer in writing, no later than 14 (fourteen) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B)(1) or Article 19.01(B)(2).

Employees on a leave of absence for any reason may be served

displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

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

(1) **Vacancies**

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

(2) **Bumping**

- (a) Displaced employees can elect to bump to a position in line with seniority.
- (b) Displaced employees will choose a position to bump into by designating:
 - i) the FTE and;
 - ii) the work site;
- (c) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.
- (d) If an employee who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union and

representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.

(e) An employee selecting or bumping into a position under Article 19.01(B)(1) or 19.01(B)(2) shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid off.

(f) A displaced employee filling a lower rated position under 19.01 (B)(1) or (2) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it.

(3) **Layoff**

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

(4) **Access to Casual Work**

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

(5) **Severance Allowance**

A laid off employee shall be entitled to severance allowance pursuant to Article 55.

19.02 Advance Notice

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

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

(1) less than five (5) years' service - twenty-eight (28) calendar days' notice

or

regular pay for twenty (20) work days;

(2) minimum of five (5) years' but less than ten (10) years' service -sixty (60) calendar days' notice

or

regular pay for forty (40) work days;

(3) more than ten (10) years' service - eighty (80) calendar days' notice

or

regular pay for fifty (50) work days.

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

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

hours paid per month *(excluding overtime) x
**(work days) in lieu of notice
(156.6 hours)

* Includes leave without pay up to twenty (20) work days.
(Reference Article 36 - Leave - General.)

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

(C) **Application**

(1) service with a previous Employer shall not be included as service for the purpose of this Article;

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

19.03 Benefits Continued

- (A) Employees with one (1) or more years of service who are laid off shall accrue benefits for forty (40) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 36 - Leave - General.)
- (B) Employees with less than one (1) year of service but more than three (3) months of service who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- (C) Probationary employees who are laid off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- (D) For the first forty (40) work days of layoff as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

19.04 Recall

- (A) Should regular vacancies occur following layoff, those employees on lay off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position laid off employees may decline recall to one regular position without affecting their lay off status.
- (B) The Employer shall give seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address. Laid off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.
- (C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.

- (D) If no employee on lay off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid off have been given first option of recall.
- (E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

19.05 Recall Period

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

19.06 Leaves of Absence

Employees on leave of absence are not subject to layoff until completion of such leave.

ARTICLE 20 - TECHNOLOGICAL CHANGE, AUTOMATION

(Effective April 23, 2004)

20.01 Technological Policy

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation, or as a result the services of an employee are no longer required beyond a specific date) which adversely affects the rights of employees= or their wages or working conditions.

20.02 Technological Displacement

(A) Employee Notified

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

(B) Union Notified

- (1) The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.
- (2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 - Arbitration.
- (3) The location or locations involved.

20.03 Technological Change

As soon as reasonably practicable after notice is given under clause 20.02 (B) (1), the Employer shall consult meaningfully with the Union concerning the effects of the technological change referred to in clause 20.02 (B) (1) on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (i) the approximate number, class and location of employees likely to be affected by the change;
- (ii) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

20.04 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will provide the necessary training during the employee=s working hours and at no cost to the employee.

20.05 Wages on Reassignment

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

20.06 Layoff Due to Technological Change

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

ARTICLE 21 - CREATION OF NEW POSITION

21.01 Employer Notice

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position.

21.02 Implementation

(A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

(B) Job Classification Review Procedure

- i) Where the Union has initiated the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representatives.
- ii) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 21.02 (B)(I), representatives of the Union and Employer shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.
- iii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Chris Sullivan, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria appropriate classification/wage level for the job in question.

- iv) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the Employer to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.
- (C) If the Union objects to the wage structure established by the Employer and by negotiation or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employee's date of employment in the new position.

ARTICLE 22 - CHANGE IN CLASSIFICATION

22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 59.

22.02 Implementation

(A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

(B) Job Classification Review Procedure

i) Upon initiation of the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection.

Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively

indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representative.

ii) Within forty five (45) days of the exchange of completed documents, referenced in Article 22.02 (B)(I), representatives of the Union and Employer shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.

iii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Chris Sullivan, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B)(ii)) as the parties in determining the appropriate classification/wage level for the job in question.

iv) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the Employer to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

(C) If the Union objects to the wage structure established by the Employer, and through negotiations or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.

22.03 Employee Grievance

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 22.02(B) above shall be utilized.

ARTICLE 23 - JOB DESCRIPTIONS

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

ARTICLE 24 - JOB CLASSIFICATION AND PAY EQUITY PROCESS

The parties agree to the principles of pay equity.

ARTICLE 25 - WORK SCHEDULES

25.01 Master Work Schedule

Each Employer shall develop a master work schedule of off-duty and on-duty days. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

25.02 Determination of Work Schedules

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

25.03 Posting of Work Schedules

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

25.04 Requirements of Work Schedules

- (A) A regular employee shall not be scheduled to work more than five (5) consecutive days.
- (B) An employee (regular and/or casual) shall not be scheduled for

on-call more than two (2) weekends every three (3) weekends averaged over a nine (9) week period. That employee will then be scheduled off the next weekend. The employee may then elect to schedule up to five (5) additional on duty days off which can be taken from the employees= on-call bank.

25.05 Voluntary Shift Exchange

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

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

25.06 Leave of Absence Refused

Notwithstanding any provisions contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

(Article 32 - Leave - Compassionate, Article 33 - Leave - Court Appearance, and Article 41 - Leave - Sick, do not apply.)

ARTICLE 26 - HOURS OF WORK, MEAL PERIODS, REST PERIODS

26.01 Hours of Work

There shall be an average of 37.5 work hours per week, and 7.5 hours per day, between the hours of 7:00am and 6:00pm, exclusive of meal periods, and on-call.

For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

26.02 Consecutive Hours of Work

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

26.03 Meal Periods

- (A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
 - (1) the employee is scheduled to work a 7.5 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 8 hours pay at regular rates;
 - (2) the employee is scheduled to work a 7.5 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 8 hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
 - (3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
- (C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- (D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 - Overtime.

26.04 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.

26.05 On-Call Time

Hours of work shall not include on-call time.

26.06 Standard/Daylight Savings Time Change

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

26.07 Attendance Register

Employee=s will submit biweekly attendance records.

ARTICLE 27 - OVERTIME

27.01 Definition

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 26.01 Hours of Work.

27.02 Authorization

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

27.03 Employee's Right to Decline Overtime

General Rights

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

27.04 Application

- (A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as

time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

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

27.05 Overtime Pay Calculation

- (A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
 - (1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 Hours of Work;
 - (2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 26.01 Hours of Work.
- (B) Overtime at the rate of double (2) time shall be paid on the following basis:
 - (1) for all hours in excess of those worked in (A)(1) above;
 - (2) for all hours in excess of those worked in (A)(2) above;
 - (3) for all hours worked on a regular full-time employee=s scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.
- (C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
 - (1) for all overtime hours worked on a calendar paid holiday;

- (2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

ARTICLE 28 - SHIFT PREMIUM AND WEEKEND PREMIUM

There will be no scheduled evening, nights, statutory holidays, or weekend shifts that are not on-call unless negotiated between the parties.

ARTICLE 29 - ON-CALL, CALL-BACK AND CALL-IN (Effective April 1, 2004)

29.01 Definitions

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

29.02 On-Call

- (A) **Premium**
An employee on call shall be paid a premium of \$3.00 per hour for the first 72 hours on call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.
- (B) **On-Call Limited**
Employees shall not be scheduled on-call 24 hours prior to any requested leaves and the weekend prior to those leaves.
- (C) **Pagers**
Should the Employer require an employee to have a pager or beeper available during her on-call period, then all such related expenses for such devices shall be the sole responsibility of the

Employer.

29.03 Call-Back

(A) Compensation

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 for each separate call-back.

(B) Call-Back on a Paid Holiday

An employee receiving the on-call premium specified in Article 29.03 and who is called back to work on any of the paid holidays listed in Article 39 shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

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

29.04 Application of Call-Back

(A) Functions of Employee on Call-Back

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

(B) Employee Option: Time Off or Cash

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

29.05 Call-Back Travel Allowance

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

(A) forty-four cents (\$0.44) per kilometer.

29.06 Call-In

A regular part-time or casual employee reporting to work at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of three (3) hours pay at the appropriate rate if the employee does not commence work, and a minimum of four (4) hours pay at the appropriate rate if the employee commences work.

29.07 Insufficient Off-Duty Hours

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

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

ARTICLE 30 - NON-DISCRIMINATION

- (A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- (B) The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- (C) The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee on the basis of sex, sexual orientation, age, race, creed, colour, national or ethnic origin, religious affiliation, family status, marital status, or a mental or a physical disability.

- (D) The Union and the Employer recognize the right of employees to work in an environment free from personal sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in personal sexual harassment at the work place.
- (E) The party alleging the grievance may use a mediator to attempt to settle a grievance dealing with the above. The mediator will be selected by mutual agreement.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

31.01 Joint Occupational Health and Safety Committee

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established for the Employer 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.

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

The Union further agrees to actively pursue with the other Health Care Unions 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 fulfill 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 fulfill those duties competently.

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

31.02 Medical Examinations

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

31.03 Safe Workplace

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.
- (B) When the Employer is aware that a client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- (C) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting

and supporting clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

31.04 Pregnant Employees

Transfer

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

(A) Medical Appointments

Up to one (1) day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy.

31.05 Provision for Immunizations

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

31.06 Workload

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

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the differences.

ARTICLE 32 - LEAVE - COMPASSIONATE

32.01 Application

Compassionate leave of absence with pay shall be granted, upon request, to regular employee=s in the event of a death of an immediate family member.

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), grandchild, grandparent, stepchild or ward of the employee, father- in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

32.02 Leave - With Pay

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

Up to three (3) additional days with pay shall be granted for traveling time.

- (A) An employee is entitled to up to one (1) day's bereavement leave with pay, for the purpose related to the death of the employee's son-in- law, daughter-in-law, brother-in-law or sister-in-law.
- (B) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the OPHP Manager may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in this article.

32.03 Leave - Without Pay

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

compassionate leave of absence without pay. (Reference Article 42 Leave - Special.)

32.04 Compassionate Leave With Pay

If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted compassionate leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent compassionate leave granted.

ARTICLE 33 - LEAVE - COURT APPEARANCE

- (A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness, or appear for jury selection in any court, other than an employee under suspension, shall be granted a leave of absence with pay equal to the length of the court duty.
- (B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Traveling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- (C) A regular employee shall also be relieved of on-call hours the evening and night prior to the court proceeding and upon completion of the court proceeding.

ARTICLE 34 - LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

34.01 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.

34.02 In-Service Programs

The parties to this collective agreement recognize the value of in-

service education both to the employee and the Employer.

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

34.03 General Education Programs

(A) Employer Requested Leave

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

(B) Duration and Expenses

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

(C) Employee Requested Leave

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

(D) Leave on Day Off

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

(E) Employer Approved Education Programs

Regular employees attending Employer approved education programs where the Employer pays 156 hours or more for the

employee to participate, must return to work at the same Employer or other Employer covered by the Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

34.04 Staff Development Consultation

The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on staff development. To this effect, the Employer, upon request, will consult with the Union as prescribed in Article 8.

ARTICLE 35 - LEAVE - ELECTIONS

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

ARTICLE 36 - LEAVE - GENERAL

36.01 Application

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

Article 43.01 - Leave - Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

36.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in

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

36.03 Increments

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

ARTICLE 37 - PARENTAL LEAVE

37.01 Natural Mother

(A) Maternity Leave

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(1) Benefits

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 36 Leave - General.
- (b) For the balance of an seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) Parental Leave

Within the fifty-two (52) week leave period granted under 38.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(1) **Benefits**

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) **Special Circumstances**

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

A request for special circumstances leave pursuant to Article 37.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- (2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- (3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 37.01 is limited to sixty-three (63) weeks.

(4) **Benefits**

For additional leaves arising from subsections (C)(1) or (2) above, the service of an employee shall be considered continuous for the

purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) **Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 37.01(A), (B), or (C), will be unpaid leave without any benefits.

(E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, proceeding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

(F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.

(G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

(H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

37.02 Natural Father

(A) **Parental Leave**

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

(1) **Benefits**

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 36 Leave - General.

(b) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

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

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

(1) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Additional Leave

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

37.03 Adoptive Parents

(A) Adoption Leave

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

(1) Benefits

For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 36 Leave - General.

- (a) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- (b) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 36.01 Leave – General.

(B) Parental Leave

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

- (1) **Benefits**
 - (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 36 Leave - General.
 - (b) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

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

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent

and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(1) **Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) **Additional Leave**

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

37.04 Return To Employment

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

37.05 Bridging of Service

If a regular employee, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- (A) The employee must have completed three (3) years of service with the Employer.
- (B) The resignation must indicate that the reason for termination is to raise a dependent child or children.

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

ARTICLE 38 - LEAVE - PAID HOLIDAYS

38.01 Paid Holiday Entitlement

Each regular employee shall receive a day off, on or for the following paid holidays and any other general holiday proclaimed by the Federal or Provincial Government. Plus any other days that the worksite is closed as deemed by the Employer.

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

38.02 Payment for Paid Holidays

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

$$\text{Days paid* per calendar year (excluding overtime)} \quad \times \quad \text{regular pay} \quad \times \quad \frac{11}{261}$$

* Includes leave without pay up to twenty (20) work days.
(Reference Article 36 - Leave - General.)

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

38.03 Work on a Paid Holiday

(A) Regular Employee

(1) A regular employee required to work New Years Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first 7.5 hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

(2) Super Stats

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the first 7.5 hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one half (2) or more than one half.

(3) Other Deemed Days

Employees shall receive pay for other days, including Christmas Eve (2 day), and New Years Eve (2 day) at straight time pay, but will not be scheduled to work.

(B) Casual Employee

A casual employee who works on a paid holiday listed in Article 38.03 (A)(1) shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 38.03(A)(2), shall be paid 2.5 times her rate of pay.

38.04 Premium Rates of Pay

(A) Overtime

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 27.05 - Overtime Pay Calculation.)

(B) Call-Back

Call-back pay at the rate of one and one-half times (1.5) the

appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 29.04: Call-Back on a Paid Holiday.)

(C) **Changes in Schedule with Insufficient Notice**

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

38.05 Paid Holiday Coinciding with a Rest Day

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

38.06 Paid Holiday Coinciding with a Vacation

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

38.07 Scheduling of Paid Holidays

(A) **Application**

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

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

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

(C) **Sick Leave**

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

ARTICLE 39 - LEAVE - PROFESSIONAL MEETINGS

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

ARTICLE 40 - LEAVE - PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 36 - Leave - General.)

ARTICLE 41 - LEAVE - SICK

41.01 Accumulation

- (A) Regular employees are eligible to accumulate sick leave credits based on length of service.
- (B) Regular full-time employees shall receive 1.5 working days sick leave credits for each month of service.
- (C) Regular part-time employees shall receive sick leave credits for each month of service as follows:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 1.5}{156.6}$$

- Includes leave without pay up to thirty (30) work days. (Reference Article 36 - Leave - General.)
- (D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days. The accumulated balance of an employee's sick leave credits shall not be reduced as a result of a reduction in the work week to 36 hours per week.

41.02 Payment

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

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

41.03 Proof of Sickness

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

41.04 Benefits Accrue

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

41.05 Notice Required

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

41.06 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 Leave - General and Article 45.05 Long-Term Disability Insurance Plan.)

41.07 Leave - Workers' Compensation

(A) Entitlement to Leave

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

(B) Reimbursement to Employer

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

(C) **Benefit Entitlement**

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

(D) **Approval of Claim**

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

(E) **Continuation of Employment**

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

(F) **Emergency Appointments**

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

41.08 Enforceable Legal Claim

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

reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

41.09 Appointments

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

41.10 Six Months Service

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six-(6) months shall be returnable to the Employer. Previous experience of an employee who has changed employment under the portability provision of this Agreement shall count towards this six (6) month period. In effect the employee only has to work a total of six (6) months qualifying time. (Reference Article 50 – Portability of Benefits.)

41.11 Cash-In of Sick Leave Credits

- (A) Employees leaving the work force on or after their 55th birthday will be entitled to a cash payment equal to forty per cent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- (B) The cash pay out of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.
- (C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.

- (D) Employees who are dismissed for just cause shall not be entitled for a payout as contemplated in this article.

41.12 Sick or Injured prior to Vacation

In the event an employee is sick or injured prior to the commencement of her vacation, or while on 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.

41.13 Voluntary Treatment

While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 41.06 shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 42 - LEAVE - SPECIAL

42.01 Accumulation

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

42.02 Application

Special leave shall be granted as follows:

- (A) marriage leave - five (5) days;
- (B) paternity leave - one (1) day;
- (C) for serious illness of a 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 - up to two (2) days at one time;
- (D) leave of one (1) day may be added to five (5) days compassionate leave;

(E) leave of one (1) day may be taken for travel associated with the above leaves. (F) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

(F) of leave with pay to provide for the immediate and temporary care a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

42.03 Unpaid Special Leave

(A) Up to five (5) years leave without pay during an employee's total period of employment with the Employer may be granted or the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of six (3) weeks.

(B) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.

42.04 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

ARTICLE 43 - LEAVE - UNION

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

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

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

- (A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time;
- (B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;
- (C) a member of the Union's bargaining committee. Such leave (including traveling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations;
- (D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference;
- (E) selected by the Union or its members as a delegate to attend regional Bargaining Conference;
- (F) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite;
- (G) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 36;
- (H) an employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

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

The employee shall be entitled to return to her former position with the

Employer, and shall be provided with an adequate period of orientation upon her return to work.

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

ARTICLE 44 - LEAVE - VACATION

44.01 Vacation Entitlement

- (A) Regular employees shall be entitled to vacation leave based on length of service.
- (B) April 1 shall be the cut-off date for the annual accrual of vacation entitlement (see exception under Article 45.07).
- (C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before April 1, as follows:

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

43 work days after 27 years of continuous service
 44 work days after 28 years of continuous service
 45 work days after 29 years of continuous service
 (Reference Article 51 - Portability)

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

$$\frac{\text{Days paid* (excluding overtime) to March 31 inclusive x regular pay}}{261} \times \text{yearly vacation entitlement}$$

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

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

$$\frac{\text{Days paid* (excluding overtime) to March 31 inclusive x regular pay}}{261} \times \text{yearly vacation entitlement}$$

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

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year April 1 to March 31 for the time to be taken, then the employee shall be paid out for the time owing at March 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 44.03 Scheduling of Vacation.

44.02 Terminating Employees

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

$$\frac{\text{Days paid* (excluding overtime) to March 31 (in previous vacation x regular pay)}}{261} \times \text{yearly vacation entitlement}$$

+ (plus)

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

261

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

(2) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.

(3) 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.

44.03 Scheduling of Vacation

- (A) The Employer shall permit annual vacations to be taken between April 1 and March 31.
- (B) The scheduling of vacations shall be subject to the operational needs of the Employer.
- (C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year.
- (D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- (E) Vacation entitlement allocated on April 1st (inclusive) shall be taken prior to March 31 in the following year.
- (F) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

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

44.04 Vacation Entitlement Earned During Vacation

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

44.05 Carry Over

Where in any vacation year an employee has applied for vacation but has not been granted all the vacation leave credited to them, the unused portion of the vacation leave shall be carried over.

ARTICLE 45 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

To be eligible for the plans outlined in this article a regular employee must work an average of fifteen (15) hours per week averaged over the length of the rotation.

45.01 Medical Coverage

- (A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the medical plan is a condition of employment for regular employees
- (D) The medical plan becomes effective on the first of the calendar month following date of hire.

45.02 Extended Health Care Coverage

(A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer. The plan benefits shall be expanded to include:

- (1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period; and
- (2) Vision care coverage providing five hundred (\$500) every twenty-four (24) months per eligible employee or eligible dependent.
- (3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.

(B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

(C) Membership in the extended health care plan is a condition of employment, for regular employees.

(D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

45.03 Dental Coverage

- (A)
- (1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan A and sixty percent (60%) of the cost of the extended plan B and sixty percent (60%) of the cost of the extended plan C (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.
 - (2) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who
- (D) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of employment.

45.04 Dependents

An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

45.05 Long-Term Disability Insurance Plan

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

The plan shall provide post-probationary regular employees with two-thirds salary continuation until age sixty-five (65) in the event of a disability.

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

45.06 Group Life Insurance Plan

(A) Eligibility

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

(B) Benefits

The plan shall provide basic life insurance in the amount of one Hundred thousand dollars (\$100,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment (including retirement), coverage shall

continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

(C) **Premiums**

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

FIRST AGREEMENT

For the term of the first agreement the health and welfare plans, and the premium payment arrangements in place on March 22, 2004 shall remain in place with the following:

- 1. The Long Term Disability Plan shall include an internal appeal process. The member and the Union shall be able to obtain file disclosure from the plan carrier. The plan carrier will communicate with the Union if the employee gives such authorization.*
- 2. The Health and Welfare plans shall be made available for retirees and a 50/50 cost share with employer. The Dental plan is not included in the retiree option.*

ARTICLE 46 - WORKERS' COMPENSATION

- (A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 42 - Leave - Sick.)
- (B) Opportunities for early return to work for employees on WCB are covered in the Memorandum of Understanding Early Safe Return to Work.

ARTICLE 47 - EMPLOYMENT INSURANCE

47.01 Coverage

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

47.02 Rebates

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

ARTICLE 48 - RETIREMENT PLAN

- 48.01** The Employers present retirement plan will be kept in place for the first agreement.
- 48.02** The Employer will educate all employees enrolled in the plan about the plan.
- 48.03** The Employer will contact the Municipal Superannuation Plan and investigate all opportunities for the Red Cross to enroll in the Municipal Superannuation Plan upon the expiry of this first Collective Agreement.

ARTICLE 49 - EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

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

ARTICLE 50 - PORTABILITY

50.01 Portability

A regular employee who terminates with the Canadian Red Cross and is re-employed within ninety (90) calendar days is entitled to the portability of benefits as specified in 51.02 below.

Periods of up to ninety (90) calendar days out of service, when porting, shall not count as a discontinuity, but such periods shall be excluded when calculating benefits.

An employee eligible for portability of benefits, who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in her letter of appointment that she is seeking regular employment. In such instance she shall be entitled to portability of

benefits specified in 51.02 for a period of 150 calendar days from date of termination at "A".

50.02 Portable Benefits

The Employer from which an employee is porting shall be between any Canadian Red Cross sites.

- (A) **Increments**
The salary increment step attained shall be portable with the provision that the employee shall serve twelve (12) months at that step. The employee's first day of re-employment therefore, becomes her increment anniversary date.
- (B) **Leave - Sick**
Sick leave credits which are recognized by "A" shall be credited by "B".
- (C) **Leave - Vacation**
Years of service for vacation entitlement earned during previous employment and recognized in "A" shall be credited by "B".
- (D) **Medical, Dental and Extended Health Care Coverage**
Coverage for Medical, Dental and Extended Health Care. Coverage shall be effective on the first day of the month following the initial date of regular employment.
- (E) **Municipal Superannuation**
Eligible employees shall be brought within the scope of the Pension (Municipal) Act as of the first day of employment in "B"
- For the purposes of this provision "eligible employee" means one who has not withdrawn her contribution from the Municipal Superannuation Plan when terminating in "A".
- (F) **Qualification Differential**
Employees who are receiving a qualification differential under Articles 53.01 and 53.04 and who transfer from one Canadian Red Cross site to another under Article 51.01 shall port this qualification differential.
- (G) **Severance Allowance**
Portability of severance allowance is covered by the provisions of Article 55 - Severance Allowance.

ARTICLE 51 - PREVIOUS EXPERIENCE

51.01 Regular Employees

Where a new employee who does not qualify for portability of benefits under Article 51 is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

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

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

ARTICLE 52 - QUALIFICATION DIFFERENTIAL

52.01 Special Clinical Preparation

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

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

52.02 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.

52.03 Registered Psychiatric Nurse

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

52.04 University Preparation

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

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

52.05 Baccalaureate Degree

(A) In Nursing

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

(B) Other

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

52.06 Master's Degree

(A) In Nursing

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

(B) Other

i) This allowance will also be paid to nurses who have a Master's Degree in Psychology where this qualification is utilized in the course of the nurse's performance of her normal job duties.

ii) A regular employee who has received a Master's Degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee's duties, and where such qualification does not form

part of the job requirement, the employee shall receive an additional one hundred twenty-five dollars (\$125.00) per month.

52.07 Multiple Payments Prohibited

An employee may not qualify for more than one (1) payment under categories in Articles 53.02, 53.04, 53.05 and 53.06.

ARTICLE 53 - ISOLATION ALLOWANCE

53.01 Isolation Allowance

Kyuquot employees shall be paid a lump sum isolation allowance of one hundred and fifty dollars (\$150) per month. Employees at other sites will receive a lump sum of seventy-five dollars (\$75.00) per month. Employees working other than full-time shall have these allowances pro rated.

ARTICLE 54 - SEVERANCE ALLOWANCE

54.01 Eligibility for Severance Allowance

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

- (A) 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.
- (B)
 - (1) Employees enrolled under the provisions of the Pension (Municipal) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability as defined under the provisions of the Pension (Municipal) Act, as applicable.
 - (2) Employees who are not enrolled under the Pension (Municipal) Act who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical

practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.

- (C) Employees with ten (10) years of service who die in service.
- (D) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

54.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 55.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

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

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:

$$\frac{\text{Hours paid* (excluding overtime)} \\ \text{in the two year period} \times 1 \text{ week's pay}}{1957.5 \times 2}$$

- * Includes leave without pay up to twenty (20) work days. (Reference Article 36 - Leave - General.)

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

54.04 Portability of Service for Severance Allowance Purposes

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

54.05 Service

Service for the purpose of this Article means service with the Employer plus any service ported under Article 54.04.

ARTICLE 55 - PAYMENT OF WAGES

55.01 Wages

Wages shall be paid each employee in accordance with Article 60 - Wage Schedule.

55.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to June 13, 2003 as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

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

55.03 Pay Days

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

- (A) on the pay day - or a day prior if payday falls on a stat.

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

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

55.04 Statement of Wages

An Employer shall, on every pay day, prepare for and mail each employee a separate written statement of wages of her pay period stating:

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

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

Items (D), (H), (I), and (J) shall be noted on the employees time sheet and the employer will work towards having a running total made available.

ARTICLE 56 - GENERAL CONDITIONS

56.01 Escort Duty

When an employee is required to escort a patient:

- (A) Escort services performed by the employee shall be considered as work performed while still in the employ of the Employer.
- (B) All terms and conditions of the agreement shall continue in force and effect while the employee is on escort duty. Notwithstanding the foregoing:
 - (1) An employee shall receive her regular pay and where applicable, overtime and other premiums while the patient is

in her care.

and

(2) An employee shall be paid her straight time, and where applicable over time and other premiums rate of pay for all other hours provided that the employee returns to the place she normally works by the next available, suitable transport.

(C) All accommodations, meals and related expenses shall be paid by the Employer.

not (D) No employee shall be required to travel in a vehicle which does meet the Transport Canada Safety requirements.

56.02 Use of Vehicle on Employer's Business

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

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

56.03 Personal Property Damage

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

56.04 Registration

(A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act. Such authorization must be in effect on or by March 1 of each calendar year.

(B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

56.05 Housing

- (A) *Employees are responsible for their own housing costs except when casually posted to a worksite outside of a reasonable distance from their normal domicile. The Employer has established residences at each outpost hospital and makes them available for the shared use of regular and casual employees on assignment at the hospital and for other official purposes.*
- (B) *Housing at each site will be offered to regular employees on the basis of availability, and the rent payable, deducted from payroll, shall be on a subsidized basis recognizing that such housing is shared with other Red Cross employees, officials, and official visitors to the Outpost Hospital and the shared space is to be available for Red Cross scheduled community meetings and other business related activities when required.*
- (C) *In consultation with the employees and other users, the Employer may develop policies and circulate them prior to implementation.*

ARTICLE 57 - AMENDMENTS

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

ARTICLE 58 - PROFESSIONAL RESPONSIBILITY CLAUSE

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

- (A) nursing practice conditions
- (B) safety of clients and nurses
- (C) workload.

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

58.02 If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her OPH Manager. The employee retains the original and forwards copies to her immediate supervisor, and the Chair of the Professional Responsibility Committee.

58.03 A Professional Responsibility Committee shall be established with each Employer as defined in Article 1.02.

Composition of the Committee:

(A) Standing Members:

- (1) one member appointed by the employees
- (2) one member appointed by the Employer

(B) Ad Hoc Members:

- (1) the nurse with the concern
- (2) a Union steward
- (3) the OPH Manager
- (4) the excluded supervisor of the unit

58.04 The standing members shall alternate the chair on a six month rotational basis.

58.05 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.

58.06 Members of the committee shall have access to all OPHP Department policy and procedure manuals, including workload measurement manuals, as may be necessary to assist in satisfactory resolution of the employee's concerns.

58.07 If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Western Zone General Manager, the OPH Manager, and the Union. The Western Zone General Manager, and OPH Manager, or a designate from nursing shall meet with the employee to discuss resolution of the concern. At her request, the employee may be accompanied by a steward.

The Director and/or OPH Manager, or a designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

58.08 If the employee is not satisfied with the written response, the employee with a steward and a Union representative, if she so chooses, may make a verbal presentation to the Western Zone Council for reconsideration. A further written submission may be

presented in support of the verbal presentation. This council shall respond within fourteen (14) calendar days following the meeting and copies of the response will be forwarded to all parties.

ARTICLE 59 - EFFECTIVE AND TERMINATING DATES

- (A) This Agreement shall be effective from June 13, 2003 and shall remain in force and be binding upon the parties until March 31, 2005 and thereafter until a new Agreement has been consummated.
- (B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- (C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.
- (D) First Agreement Implementation

Notwithstanding Article 55 and 59 (A) (B) (C)

1. All provisions related to procedures or rights granted in this Collective Agreement shall come into effect on July 15, 2004.

Notwithstanding the above, postings pursuant to Letter of Understanding Re: Article 17, will be conducted pursuant to Article 17 and 18.

2. All provisions relating to the payment of specific dollar values (for wages, premiums, on-call etc) shall take effect April 1, 2004 (except as noted elsewhere eg. sick leave, vacation etc.)
3. Prior employment related policies of the Red Cross in effect at the time of certification will remain in effect, unless modified or altered by this Collective Agreement or the Employer.

ARTICLE 60 - WAGE SCHEDULE

Nurses - Regular Full-Time and Regular Part-Time, Temporary Positions, Regular Float Positions and Temporary Appointments - \$35.31 per hour.
Nurses - Casual Employee - \$33.46 per hour.

LETTER OF UNDERSTANDING #1 Supplemental Employment Benefits

The parties agree that the parties will investigate the feasibility of a supplemental employee benefit plan similar to the one outlined below and the Union/Management Committee will make recommendations to the parties.

SEB Plan

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

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity or Adoption Leave pursuant to the Collective Agreement.
2. All regular employees employed by the employer who are in the bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.
3. The benefit level for eligible employees under the Plan is as follows:
 - (a) Parental leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:
 - 93% of normal weekly earnings
 - (b) Additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings for each week the employee receives benefits from the Employment Insurance Act, and the employee's normal weekly earnings as follows:
 - 93% of normal weekly earnings
 - (c) Benefits under this plan are inclusive of the two- (2) week waiting period.
 - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.

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

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

Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.

13. In the event that present or future legislation renders null and void or materially alters any provision of this Article or the SEB Plan entered into between the parties, the following shall apply:
 - (a) the remaining provisions of this Article or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;
 - (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
 - (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Provincial Collective Agreement.

**LETTER OF UNDERSTANDING #2
NURSE PRACTITIONER ROLE**

The Red Cross will carefully investigate the nurse practitioner scales should they become appropriate or exist in the future.

**LETTER OF UNDERSTANDING #3
RE: TRANSITION PERIOD**

For the period June 13, 2003 to March 31, 2004 the following shall apply:

Sick Leave Accrual (Article 41)

Employees sick leave banks will be assessed for totals as of June 13, 2003. If the employee has a bank that exceeds 156 days that bank will not accrue any new sick days until it is below the 156 day maximum. If on June 13, 2003 the employees= bank is below 156 days that employee will then commence to accrue sick leave credits based on the new accrual system contained in the agreement until it reaches the maximum of 156 days. All sick leave used after June 13, 2003 will be deducted from the employees= bank.

Vacation Accrual (Article 44)

From April 1, 2003 to June 13, 2003 employee=s will accrue vacation as per the previous Red Cross entitlement. June 13, 2003 to March 31, 2004 the employee=s will accrue based on the entitlement contained in this agreement. For the 2003-2004 vacation period any vacation shall then be deducted from the entitlement. Surpluses will be taken in the 2004-2005 vacation year and any deficits will be deducted from the 2004-2005 entitlement.

Employees will be supplied with each calculation and those calculations will be subject to corrections.

**LETTER OF UNDERSTANDING #4
ONE YEAR TRIAL OF REGULAR PART-TIME POSITIONS:**

The parties are agreed that, notwithstanding other provisions of this agreement, the Employer will declare regular part-time positions, for a one year, limited term, at the Outpost Hospitals:

1. Alexis Creek
2. Atlin
3. Blue River
4. Bamfield

The purpose of these positions is to dramatically reduce and/or eliminate the need for relief postings to these outpost hospitals.

As a consequence, should such appointments be made, scheduling of on-call, vacation, sick leave and compensatory time relief, and other short term appointments to these hospitals may no longer be required.

Employees assigned these positions shall be entitled to all terms and conditions of employment outlined in the Collective Agreement for regular, part-time employees, as are consonant with the limited term nature of the appointments.

**MEMORANDUM OF UNDERSTANDING #1
EARLY SAFE RETURN TO WORK**

Whereas the parties have not adopted the Provincial Agreement=s provision concerning Early Safe Return to Work, the parties are agreed to the following:

Where an employee who has been on LTD, or Extended Sick Leave, is medically capable or a partial return to work, and such return may be accommodated within the staffing plans then in effect at a specific outpost hospital, the Red Cross Western Zone Director of Human Resources shall confer with the nurse, the medical practitioner approving an early return to work, the Red Cross LTD plan carrier (where appropriate) and the BCNU.

Such consultation shall be aimed at developing a practical plan for such a return to the workplace. The Employer will strive to facilitate such a return but shall not be bound to guarantee such a return where other factors and consideration prohibit such action.

Where an early return to work plan is developed, documented in writing, and agreed to by the nurse, the BCNU, and the Employer, it shall be implemented within the time frames established in the specific return to work plan.

The Employer shall monitor the effectiveness of the implementation of the plan and may require or permit modification to the plan during the course of the plan.

Signed on behalf of Canadian Red
Cross Society:

John Mulvihill, Deputy General Secretary, Operations

Larry Mills, Chief of Corporate Services, and CFO

Leslie Dunning, General Manager, Western Zone

Karen Iddon, National Director, Human Resources

Signed on behalf of the British
Columbia Nurses' Union:

Micheline Smith, Director of Administration

Debbie Kamal Ali

Kathryn Chambers

Mary Engelbert

Dated this: _____ day of _____, 2004