

COLLECTIVE AGREEMENT

BETWEEN

EMERGENCY AND HEALTH
SERVICES COMMISSION (EHSC)

- AND -

THE BRITISH COLUMBIA NURSES' UNION (BCNU)

TERM OF AGREEMENT

Effective from December 7, 2007 to March 31, 2010

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COLLECTIVE AGREEMENT SECTION 1

ECOMM's contract to provide nursing services by TCM Telecare Management Inc. (TCM) will expire on December 6, 2007. The EHSC will commence providing telehealth nursing services on December 7, 2007. The EHSC has expressed an interest in continuing to employ regular and casual status BCNU RN/ RPN nursing member staff who are currently working at TCM. The British Columbia Nurses' Union (BCNU) will continue to represent the nurses at EHSC.

The EHSC mandate is outlined in the *Emergency and Health Services Act* and therefore will not be a designated health sector employer under the *Public Sector Employer's Act*.

Whereas the Parties have met during collective bargaining and have reached agreement on certain proposals and issues discussed during negotiations, this Memorandum of Agreement captures, in entirety, those negotiated revisions to the existing NBA collective agreement.

All other items not addressed in this MOA will remain in accordance with the provisions of the NBA/HEABC April 1, 2006 – March 31, 2010 agreement and shall be carried forward into a new collective agreement.

ARTICLE 1 - PREAMBLE AND DEFINITIONS

1.01 Preamble

- (A) The British Columbia Nurses' Union (the BCNU) and the Emergency and Health Services Commission (EHSC) agree to abide by the terms and conditions set out in this Collective Agreement and to work constructively to ensure the success of HealthLines Services BC (HLSBC).
- (B) For clarity and brevity throughout this Collective Agreement the term "EHSC" shall be used to describe the Emergency and Health Services Commission.
- (C) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- (D) Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 37 — Leave — General.)

- (E) For the purpose of calculating benefits commencing the first pay period prior to September 30, 1993, the base day will be seven point two (7.2) hours.

1.02 Definitions

In this Collective Agreement:

“Association” means Nurses’ Bargaining Association.

“BCAS” means the BC Ambulance Service, an operational division of the EHSC.

“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 BCNU.

“Common-law spouse” means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

“Day shift” means a shift in which the major portion occurs between 0730 and 1530 hours or, for employees on an extended work day/compressed work week, a shift in which the major portion occurs between 0700 hours and 1900 hours.

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

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

“Employer” means the Emergency and Health Services Commission.

“Evening shift” means a shift in which the major portion occurs between 1530 and 2330 hours.

“Head Office of the Union” means the head office for the BCNU.

“HLSBC” means HealthLines Services BC, an operational division of the Commission.

“Night shift” means a shift in which the major portion occurs between 2330 and 0730 hours, or, for employees on an extended work day/compressed work week, a shift in which the major portion occurs between 1900 hours and 0700 hours.

“PCA” means Provincial Collective Agreement between HEABC and the Nurses Bargaining Association.

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

“Scheduled day off” means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

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

For employees working on an extended work day/compressed work week, means the normal consecutive working hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there will normally be two (2) shifts, namely, day shift and night shift.

“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.

“Tour of Duty” means one or more completed shifts.

“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 (BCNU).

“Union representative” means a member of the staff of the Union or designated substitute.

“Worksite” means a facility, agency, centre, program, organization or 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.

ARTICLE 2 - PURPOSE OF AGREEMENT

The EHSC and the BCNU recognize that HealthLines Services BC (HLSBC), a division of the EHSC, provides unique self-care and health system navigation services on behalf of and to the residents of British Columbia and elsewhere.

The purpose of the Agreement is to establish and 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 and elsewhere, to maintain professional standards, to promote the well-being and increased efficiency of employees so people receiving services from the Commission are well and effectively served.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 General Rights

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

3.02 Employer Policies

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

ARTICLE 4 - UNION RECOGNITION

4.01 Union Recognition

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

4.02 Scope of Agreement

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

ARTICLE 5 - UNION SECURITY

5.01 Security

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

5.02 Union Deductions

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

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

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

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

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

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

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

ARTICLE 6 - UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

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

6.02 Contracting Out

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

6.03 Employer's Business

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

6.04 Stewards

(A) Recognition of Stewards

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

(B) Notification of Change of Stewards

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

(C) Duties and Responsibilities

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

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

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

(D) Conditions Governing Stewards

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

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

Stewards shall not interrupt the normal operations of the worksite.

6.05 Union Representative Visits

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

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

6.06 Superior Benefits

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

6.07 Personnel File

(A) Employee Access

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

(B) Union Representative or Steward Access

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

shall be given copies of all such pertinent documents.

(C) **Confidential Nature of Personnel File**

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

6.08 Copies of the Collective Agreement

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

ARTICLE 7 - STRIKES OR LOCK-OUTS

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

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent

without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established. The Employer and the Union shall each appoint a minimum of two (2) 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

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

8.04 Purpose of the Committee

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

8.05 Scope of the Committee

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

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

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

8.06 Stewards

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

ARTICLE 9 - GRIEVANCES

9.01 Discussion of Differences

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

9.02 Grievance Procedure

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

Step 1

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

Step 2

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

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

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

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

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

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

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to arbitration within ninety (90) days after the Employer designate's decision has been received.

9.03 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 EHSC.

Where the Employer produces a written policy which has application throughout the worksites, a grievance regarding the policy may be filed at one (1) worksite. If the grievance is resolved or arbitrated, the resolution reached will be binding on all EHSC worksites.

If the grieved policy has limited application throughout the EHSC, the EHSC Representative at the Step 3 grievance meeting will confirm with the Union to which work sites the policy does not apply.

9.04 Application of Arbitration Decisions

- (A) The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the Employer, the employees of the Employer, and the Union (as the context requires) in respect to that Employer.
- (B) The decision is not binding on other members of EHSC or on the Union (as the context requires) in respect to other members unless the Union and EHSC mutually agree.
- (C) EHSC and the Union may rely upon the arbitration award in arguing other arbitrations respecting other members of the Union.

9.05 Amending Time Limits

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

9.06 Resolution of Employee Dismissal or Suspension Disputes

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

Step 1

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

Step 2

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

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

9.07 Clarification of the Nature of the Dispute

If the Union or the EHSC 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 (as the context requires) prior to the scheduled hearing date(s).

9.08 Deviation from Grievance Procedure

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

ARTICLE 10 - ARBITRATION

10.01 Authority of the Arbitrator

- (A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single Arbitrator as determined by (C) below. Such an Arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (B) The Arbitrator shall issue a decision which shall be final and binding upon the parties.
- (C) 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 except where the grievance procedure is included within the category of grievances scheduled for expedited arbitration under Article 10.06.

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

The party referring a grievance to expedited arbitration under Article 10.05 shall notify the other party of its referral.

10.03 Expenses of the Arbitrator

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

10.04 Waiver of Time Limits

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

10.05 Expedited Arbitration

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

By mutual agreement between designated senior representatives of EHSC and the Union, a grievance falling into one of these categories may be placed into the expedited arbitration process.

A designated representative of EHSC or the Union may notify the other party in writing of its intention at the time of referral to remove a matter from expedited arbitration and refer it to arbitration under Article 10.

- (B) The location of the hearings will be at a location central to the geographic area in which the disputes arise. By mutual agreement, the designated representatives from the EHSC or the Union may agree to alter the scheduled hearing dates.
- (C) Expedited arbitrations will be scheduled on a first referred, first heard basis.
- (D) As the process is intended to be informal, the parties will use their staff to present their case. This may include staff employed by member employers.
- (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. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (G).
- (G) The decision of the Arbitrator is to be completed within three (3) working days of the hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey the decision.
- (H) All decisions of the Arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (I) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- (J) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary.
- (K) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (L) The Expedited Arbitrators will be mutually agreed between the parties.

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 a minimum of fourteen point four (14.4) hours or equivalent per week 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.

(D) **Extended Work Day/Compressed Work Week**

Provisions of the Collective Agreement respecting extended work days/compressed work weeks apply to part-time employees. Employees working in an area where the extended work day/ compressed work week is in affect, and who do not agree to work same, shall be bound by the terms and conditions of the Collective Agreement.

11.04 Casual Employees

(A) Definition

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

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

(B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for at least the minimum number of hours established in her letter of appointment for three (3) months in a twelve (12) month period without a bona fide reason, the casual employee will be deleted from the casual call-in list.

The Employer and the Union representative will meet with the employee to discuss the issue after the second length of absence occurrence.

(C) Letter of Appointment

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

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

Extended Work Day/Compressed Work Week

Provisions of the Collective Agreement respecting extended work days/compressed work weeks apply to casual employees. Employees working in an area where the extended work day/ compressed work week is in affect, and who do not agree to work same, shall be bound by the terms and conditions of the collective agreement.

(2) **General Availability**

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

(3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three (3) month period (excluding June, July, and August and December) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, August and December, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

(4) **New Qualifications**

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

(5) **Orientation**

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

(D) **Casual Register**

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

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

When the Employer identifies a shortage of casual employees on a particular worksite or program, they will consider requests for placement on the register for those worksites or programs, from existing casual employees before hiring additional casual employees. Such requests will not be unreasonably denied.

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

- (2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed worksites and programs 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 worksite.

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

- (I) The manner in which 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 or program where the work exists; and
 - (b) has the qualifications and capabilities to perform the work being relieved; and
 - (c) has been orientated to the worksite or program.

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

- (2) Notwithstanding (1) above, where the Employer has received 24 hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

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

- (3) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- (4) 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.

(5) **Telephone Call-in**

- (a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C)(3) above.
- (b) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E) (I). The Employer shall permit the telephone to ring a minimum of eight (8) times or until the phone is answered by an answering machine.
- (c) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or

declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

(d) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.

(6) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e. program or worksite), any combination of shifts.

(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.

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

(F) **Wage Entitlement**

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

(2) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1879.2) worked for the Employer at the increment step and for another health care employer signatory to the Nurses' Provincial Collective Agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.

(a) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.

(b) A casual employee who terminates with an Employer whose employees are represented by the BCNU and is employed within thirty (30) calendar days as a casual employee with this Employer, shall retain the increment step attained with the previous Employer. Subsequent increments shall be granted pursuant to Article 11.04(F)(2).

(c) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(2)(b) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1879.2 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.

(3) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

- (4) When a casual employee applies for and receives a regular position in the same worksite in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 52 (Previous Experience) which ever is higher, and shall advance to the next increment on her anniversary date of employment.

(G) **Benefit Entitlement**

(1) **Grievance and Arbitration**

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

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

Casual employees shall receive 12.2% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

(3) **Other Benefits**

Casual employees shall be paid any earned shift premium, special allowance, overtime, call-in travel allowance pay, isolation allowance, and premium pay for work on a paid holiday. The provisions of Article 55 Payment of Wages, Article 60 Wage Schedule Classifications, Article 61 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 939.6 hours with the Employer during the yearly period October 1 to September 30.
- (ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.

- (iii) Employees failing to attain 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.
- (iv) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

(5) Benefits for Casual Employees in Temporary Appointments

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

- (a) 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;
- (b) upon commencement in the appointment, the employee shall be entitled to the Short Term Illness and Injury Plan in accordance with Article 42.01 and be entitled to take such sick leave in accordance with Article 42.02; and
- (c) 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 4 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.

(H) Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1879.2) 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 twelve (12) month period.
2. Divide by fifty-two point two (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.

(I) **Overtime Pay**

A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:

- (a) The hours of work in one (1) day exceed either:
 - (i) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or
 - (ii) the length of the extended shift offered and accepted.
- (b) For any shifts worked in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
- (c) For any shifts worked in excess of six (6) consecutive shifts where the shift length is between seven point two (7.2) and eight (8) hours.
- (d) For any shifts worked in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
- (e) or any shifts worked in excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point two (7.2) and eight (8) hours in length.

(J) **Probationary Period**

Newly hired casual employees will be probationary during their first three (3) months of employment or 468 hours worked, whichever is greater.

(K) **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 covered by the Collective Agreement 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. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

ARTICLE 12 - ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

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

12.02 Anniversary Date

A regular employee's initial date of current employment with the Employer as a regular employee shall be 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 37 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.

For former TCM TeleCare Management employees hired before April 1, 2006 who accept job offers from the EHSC, seniority will be confirmed to include all time in a BCNU bargaining unit as a Registered Nurse or Registered Psychiatric Nurse. The exception is when there is a break of service for more than one (1) year. Seniority will be calculated from the day the nurse returned to work. Break in service is defined as resigning from one workplace and before starting employment in another.

Each employee of the EHSC agrees to cooperate with the Employer to support a determination of the appropriate seniority for that employee.

(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 1879.2 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position:

- (i) is entitled to seniority credit in the regular position for the total number of hours worked as a casual at all worksites of a health care employer signatory to the Nurses' Provincial Collective Agreement up to a maximum of the annual full-time equivalent 1879.2 hours per year; and
- (ii) the casual seniority hours worked at all worksites referred to in (i) above will be voided.

13.02 Worksite Seniority

The Employer will maintain two (2) seniority lists: one (1) for each worksite and one (1) for Employer-wide purposes. Employees will select vacation based on worksite seniority.

13.03 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

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

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

13.04 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 one hundred and eighty (180) calendar days.
- (B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority.

13.05 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. 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 (1) month to the immediately preceding date three (3) months later. For regular part-time employees, the probationary period shall be four hundred and sixty-eight (468) hours worked.
- (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) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.
- (C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.04 (Scheduling of Vacation).
- (D) Provided that twenty-eight (28) days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice

The Employer may waive the written notice as set forth in Article 15.01.

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 eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc.

15.04 Employer Terminations

- (A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.06 Resolution of Employee Dismissal or Suspension Disputes.)
- (B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 Grievances and Article 10 Arbitration.)

ARTICLE 16 - EMPLOYEE EVALUATION

16.01 Evaluations

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

16.02 Employee Rights

- (A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- (B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports 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.

ARTICLE 17 - VACANCY POSTINGS

17.01 Postings

STANDING LINE APPLICATION PROCESS

- (A) The Employer will create a standing line application process for all vacant lines that will be available to all employees. An employee would advise the Employer of her desire to fill a particular line when it becomes vacant.

If two (2) or more employees express an interest in the same line, seniority will prevail. An applicant who is successful in the new line posting, must remain in that line for six (6) months before placing their name on the standing line application process for further line changes. This does not preclude a nurse from applying for a new position. The employee shall have their name removed from all other standing line application processes for a period of six (6) months.

The Employer will ensure all standing applications are reviewed with employees every six (6) months to ensure the request remains valid.

This standing line application process is specific to telenurse positions, for example DC1 to DC1.

If the standing line application process does not result in a filling of a line, the vacancy provisions in 17.01(B) apply.

- (B) The Employer shall post notice of all nursing vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
- (C) The Employer will post all Level 1 positions without the requirement for a BScN degree.

Where the Employer determines that a Level 2 position requires a BScN degree, the position will be posted with a notification that states the Employer will equally consider an equivalent combination of education, training and experience.

- (D) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.
- (E) The Employer may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings.

When the Employer utilizes electronic job postings only:

- (a) A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite.

- (b) Employers will ensure that employees will have reasonable access to electronic posting information.

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 sixty (60) work days or five hundred and thirty-two (532) working hours. If by day forty-five (45), it is foreseen the position will go beyond sixty (60) days, the Employer agrees to post the position unless the Union and the Employer mutually agree to extend this time limit.
- (B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- (C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued 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 six (6) months duration.
- (B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- (C) These positions will be posted and filled in accordance with Article 17.01 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 the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A) 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(A).

17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status

- (A) Where an increase or decrease in hours is required in a program, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- (B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.1 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

17.06 Posting of Successful Candidate

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). At an employee's request, the Employer will provide in writing the result of the posting.

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

18.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.06. 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 one hundred and eighty (180) 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 in a manner it deems appropriate to employees new to the worksite or new to the program to enable the employee to adjust.

Orientation shall include:

- (A) fire and disaster plan
- (B) organizational structure
- (C) relevant policies and procedures
- (D) physical layout of the worksite
- (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 one hundred and eighty (180) 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 - LAY-OFF & RECALL

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

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.

(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 within their worksite, a current union seniority list for the worksite (see Article 13.05) of those employees with less than seven (7) years seniority, and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B)(1) or Article 19.01(B)(2) or Article 19.01(B)(3)(c).

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 their 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

two (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 (subject to 2(b) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.
- (b) Displaced employees will choose a position to bump into by designating:
 - (i) the FTE;
 - (ii) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.
 - (iii) +/- 0.2 FTE of the employee's pre-displacement FTE and
 - (iv) does not require the employee to change their status

They will then bump to the position held by the junior employee with the designated FTE and shift pattern. Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 19.01(B).

Should no comparable position be available for the displaced employee, the employee may bump the most junior position held by an employee at the worksite chosen by the employee.

(3) Lay-off

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 54.

(C) Displacement Processes

- (i) 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.
- (ii) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the

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

- (iii) An employee selecting or bumping into a position under Article 19.01(B)(1), 19.01(B)(2) or 19.01(B)(3) shall be considered a qualifying employee pursuant to Article 18.03 and shall be entitled to orientation as specified in Article 18.04. 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.
- (iv) Any change in position under Article 19.01(B)(2) shall not result in a promotion unless agreed upon between the Union and the Employer.
- (v) A displaced employee filling a lower rated position under 19.01(B)(1), (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 with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

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 or one hundred and forty-four (144) working hours;
- (2) minimum of five (5) years' but less than ten (10) years' service - forty (40) calendar days' notice
or
regular pay for thirty (30) work days or two hundred and sixteen (216) working hours;
- (3) more than ten (10) years' service — sixty (60) calendar days' notice
or
regular pay for forty (40) work days or two hundred and eighty-eight (288) working hours.

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

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

$$\frac{\text{hours paid per month *(excluding overtime) x} \\ \text{**(work days) in lieu of notice}}{156.6 \text{ hours}}$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 — Leave — General.)

** Entitlement as in (A)(l), (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 twenty (20) work days or one hundred and forty-four (144) working hours and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 37 - 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 or one hundred and forty-four (144) working hours 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 or one hundred and forty-four (144) working hours but shall have their benefits maintained for three (3) months.

(D) For the first twenty (20) work days or one hundred and forty-four (144) working hours of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

19.04 Recall

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

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

lay-off status.

- (B) The Employer shall give seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of 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 18.03 and shall be entitled to orientation as specified in Article 18.04. 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 lay-off until completion of such leave.

ARTICLE 20 - TECHNOLOGICAL CHANGE, AUTOMATION

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

20.03 Wages on Reassignment

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

20.04 Lay-Off Due to Technological Change

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 19 - Lay-Off 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, pursuant to Article 60 and shall provide a copy of the new job description to the Union, pursuant to Article 23.

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) 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 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 the EHSC 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 agreed to by the parties. 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 EHSC 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 60 and shall provide a copy of the new job description to the Union pursuant to Article 23.

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 twenty-eight (28) days of the exchange of completed documents, referenced in Article 22.02 (B)(i), representatives of the Union and EHSC 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 a 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 EHSC 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 covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

ARTICLE 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

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

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

25.04 Requirements of Work Schedules

- (A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision may be waived by mutual agreement between the Employer and the employee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.
- (B) The employee may request in writing to work fixed evening or night shift.
- (C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- (D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- (E) Each regular employee including employees working the extended day/compressed work day schedule, shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.
- (F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 — Definitions.)

Extended work day refers to schedules with shifts greater than eight (8) hours in length.

25.05 Insufficient Notice

Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change. (Reference Article 39.04(C) Changes in Schedule with Insufficient Notice.)

25.06 Voluntary Shift Exchange

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

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

25.07 Leave of Absence Refused

Notwithstanding any provision 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 33 - Leave - Compassionate, Article 34 - Leave - Court Appearance, and Article 42 — Leave — Sick, do not apply.)

25.08 Extended Work Day Memorandum

Variations to this article to provide for extended work days are contained in the Extended Work Day Memorandum attached to and forming part of this agreement.

25.09 Three Different Shifts Worked (Where operations are on a 24 hour continuous basis)

- (A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
- (B) On implementation of revised work schedules as outlined in 25.04(A) regular employees shall not be required to work three different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

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

26.01 Hours of Work

There shall be an average of thirty-six (36) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of thirty-six (36) hours per week. The normal daily full shift hours shall be seven point five (7.5) hours except for existing positions whose normal daily full shift hours are seven point two (7.2) hours. Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than seven point five (7.5) hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 25.02).

The base day for benefit calculation purposes is seven point two (7.2) 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. For clarity, 26.03(A) also applies to employees working overtime.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
 - (1) the employee is scheduled to work a seven point two (7.2) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point two (7.2) hour shift, then the employee shall receive seven point seven (7.7) hours pay at regular rates;
 - (2) the employee is scheduled to work a seven point two (7.2) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point two (7.2) hour shift, then the employee shall receive seven point two (7.2) 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.
- (E) For employees on an extended work day/compressed work week, meal period entitlement is:
 - (1) Two (2) meal periods of a continuous one-half (.5) hour each will be provided during each employee's shift of ten (10) hours or more.
 - (2) When an employee is designated either expressly or implicitly to be available for work during a meal period; and
 - (i) The employee is scheduled to work ten (10) hours or more and receives two (2) meal periods (of thirty (30) minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example eleven (11) hours + sixty (60) minutes = twelve (12) hours regular pay.)
 - (ii) The employee is scheduled to work ten (10) hours or more and does not receive the two (2) meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus sixty (60) minutes pay at time and one-half (1.5) the regular pay.

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.

Employees working a full shift of ten (10) hours or more shall receive three (3) rest periods distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

26.05 Standard/Daylight Savings Time Change

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

ARTICLE 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

(A) General Rights

The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that the Employer is requesting the

employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

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

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

(C) Application for Extended Work Day/Compressed Work Week

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

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

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

- (A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
 - (1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 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:
 - (a)
 - (i) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.

- (ii) In excess of six (6) consecutive shifts where the shift length is between seven point two (7.2) and eight (8) hours,
- (iii) In excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
- (iv) In excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point two (7.2) and eight (8) hours in length.

(b) more than two hundred and sixteen (216) straight time hours over the course of three (3) consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

- (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

28.01 Application

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

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

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

28.02 Shift Premium

The evening shift premium shall be seventy cents (70¢) per hour. Effective April 1, 2006, the night shift premium shall be three dollars and fifty cents (\$3.50) per hour.

An employee working an extended work day/compressed work week shall be paid a shift premium of seventy cents (\$.70) per hour for all hours worked between 1530 hours and 2330 hours, and three-dollars and fifty cents (\$3.50) per hour between 2330 hours and 0730 hours.

28.03 Weekend Premiums

Effective April 1, 2006, an employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

28.04 Super Shift Premium

Effective April 1, 2001, an employee shall be paid a super shift premium of one dollar (\$1.00) per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. The premium shall be in addition to night and weekend premiums.

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

ARTICLE 29 – CALL-IN

29.01 Definition

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 Call-in

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

29.03 Insufficient Off-Duty Hours

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

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

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

ARTICLE 30 - RESPONSIBILITY PAY

An employee designated to relieve in a higher rated position within the bargaining unit, or a DC1 or PS1 level general duty nurse designated in charge of a worksite shall be paid an allowance of one dollar and twenty five cents (\$1.25) per hour, for each hour she relieves.

ARTICLE 31 - NON-DISCRIMINATION

- (A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia
- (B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- (C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.
- (D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

ARTICLE 32 - 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 WorkSafeBC, providing the address, phone number, and website for the WorkSafeBC.

32.01 Joint Occupational Health and Safety Committee

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

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Committee shall govern itself in accordance with the provisions of the 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 fulfil those duties competently.

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

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

32.02 Medical Examinations

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

32.03 Safe Workplace

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. The Employer will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- (B) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- (C) 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, 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.

32.04 Transfer of Pregnant Employees

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

32.05 Provision for Immunizations

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

32.06 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 an arbitrator who shall:

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

ARTICLE 33 - LEAVE - COMPASSIONATE

33.01 Application

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

33.02 Leave - With Pay

Compassionate leave of absence with pay shall be granted for three (3) work days or twenty-one point six (21.6) working hours.

Up to two (2) additional days or fourteen point four (14.4) additional working hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

33.03 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 43 Leave — Special.)

ARTICLE 34 - LEAVE - COURT APPEARANCE

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

- (D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

ARTICLE 35 - LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

35.01 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.

35.02 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.

35.03 General Education Programs

(A) Employer Requested Leave

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

(B) Duration and Expenses

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

(C) Employee Requested Leave

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed nine (9) days or sixty-four point eight (64.8) hours of Employer contribution from April 1, 1992.

(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 for the Employer for one year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

ARTICLE 36 - LEAVE - ELECTIONS

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

ARTICLE 37 - LEAVE - GENERAL

37.01 Application

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days or of absence totalling less than one hundred and fifty-one point two (151.2) working hours 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 or one hundred and forty-four (144) working hours 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 44 (G) - Leave -Union shall not be deducted from the twenty (20) work days or one hundred and forty-four (144) hours, or balance thereof, as expressed above.

37.02 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.

37.03 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 38 - PARENTAL LEAVE

38.01 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 37 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 six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (A) above.

A request for special circumstances leave pursuant to Article 38.01(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 (6) months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers

from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

- (3) An employee's combined entitlement to leave under sub-sections (A), (B), and (C) of Article 38.01 is limited to sixty-three (63) weeks.

(4) **Benefits**

For additional leaves arising from subsections (C)(I) 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 38.01(A), (B), or (C), will be unpaid leave without any benefits.

- (E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the *Employment Insurance Act*, shall be covered by STIIP 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.

38.02 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 37 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 (6) months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(1) **Benefits**

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

(C) **Additional Leave**

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

38.03 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**

- (a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 Leave - General.
- (b) For the balance of an thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- (c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 37.01 Leave — General.

(B) **Parental Leave**

In the event both adoptive parents are employees of the Employer, any adopting parent who did not apply for adoption leave of absence without pay may 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 37 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) 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.

38.04 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.

38.05 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 the Employer and applies for and receives a regular position with the Employer.
- (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.

38.06 SEB Plan

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

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave.
2. All regular employees employed by the Employer who are in the Nurses' bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.
3. The benefit level for eligible employees under the Plan is as follows:
 - (a) Maternity leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:
 - Eighty-five percent (85%) of normal weekly earning
 - (b) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:
 - Eighty-five percent (85%) of normal weekly earnings
 - (c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
 - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may utilize STIIP 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 STIIP prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.

5. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
 - a) not be in receipt of sick leave benefits;
 - b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
 - c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
 - i. she does not have a sufficient number of insurable weeks of employment to qualify (at least twenty (20) weeks);
or
 - ii. she works less than the required number of hours (fifteen (15) hours per week); or
 - iii. her earnings are at least equal to twenty percent (20%) of the maximum weekly insurable earnings.
6. The Plan will continue in effect until a new 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. EHSC 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 Collective Agreement.

14. Costs of the Plan will be integrated with the Employer-administered Short Term Illness and Injury (STIIP) Plan.

ARTICLE 39 - LEAVE - PAID HOLIDAYS

39.01 Paid Holiday Entitlement

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

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

Each regular employee working an extended work day/compressed work week shall receive seven point two (7.2) paid hours off on or for the paid holidays.

39.02 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:

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

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 — Leave — General.)

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

39.03 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 seven point two (7.2) hours work in the day, provided that Articles 27.05, and 39.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

(2) Super Stats

- (i) Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the first seven point two (7.2) hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.
- (ii) A super stat will be paid from 1600 to 2400 on December 24 at two and one-half (2.5) times the regular rate of pay.

(B) Casual Employee

A casual employee who works on a paid holiday listed in Article 39.03 (A)(i) shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid two and a half (2.5) times her rate of pay.

Employees working the extended day/ compressed work week:

Regular Employee

(1) A regular employee required to work on one of the paid holidays listed in Article 39.01 shall be paid at the rate of two (2) times for all hours of work in the day, provided that Articles 27.05, 29 and 39.04 are not applicable and, in addition, each regular employee shall receive seven point two (7.2) paid hours off as a statutory holiday. The rate of two (2) times will be paid for all hours of work within 0001 and 2400 hours on the named day.

(2) Super Stats (As Applicable)

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for all hours worked in the day provided that Articles 27.05, 29 and 39.04 are not applicable, and shall receive seven point two (7.2) paid hours off as a paid holiday. The rate of two and one-half (2.5) times shall be paid for all hours of work within 0001 and 2400 hours on the named day.

39.04 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) **Three Different Shifts Worked in Any Seven Consecutive Days**

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 39.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.

(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.

Extended Work Day/Compressed Work Week:

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

Should the Employer change the work schedule without fourteen (14) calendar days' advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid at the appropriate overtime rate for all hours worked on the day and, in addition, shall receive seven point two (7.2) paid hours off on or for the paid holiday.

39.05 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.

39.06 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.

39.07 Scheduling of Paid Holidays

(A) **Application**

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

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

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

(C) **Sick Leave**

Where a regular employee has been on sick leave immediately prior to the

employee's scheduled paid holiday and immediately following such scheduled paid holiday, then the scheduled paid holiday shall become a day to which Short Term Illness and Injury Plan shall be applied and the day shall be rescheduled.

Extended Work Day/Compressed Work Week

For regular employees working an extended work day/compressed work week, the statutory holidays set out in Article 39.01 of the Collective Agreement are incorporated into the work schedules during off duty days. All such statutory holidays shall be identified and recorded in ink in the nursing staff work schedules on the basis of seven point two (7.2) paid hours. Every effort shall be made to spread the statutory holidays off evenly throughout the year.

ARTICLE 40 - 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 41 - 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 37 — Leave — General.)

ARTICLE 42 - LEAVE – SICK – SHORT TERM ILLNESS AND INJURY PLAN (STIIP)

The Employer has introduced a Short Term Illness and Injury Plan (STIIP) effective December 7, 2007. Effective that date, employees will no longer accumulate sick leave credits.

An employee hired by the EHSC who is transferring from an employer where that employer provides sick benefits under an accumulated time off system, will maintain any accumulated time hours earned upon hire by the Employer.

TCM employees accepting employment from the EHSC are covered by STIIP effective December 7, 2007. Employees who are on a leave of absence or on sick leave on this date will become covered by STIIP when they return to active employment; such employees will continue to draw down from their sick leave bank or other accumulated banked time.

Casual employees who accept a regular position, including a temporary regular position, are eligible for STIIP.

42.01 Eligibility

- (A) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer.
- (B) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days coverage at seventy-five (75%) pay in any one (1) year.

- (C) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks [seventy-five (75) work days] of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds (2/3) of pay, not to exceed EIC maximum weekly sickness benefit.
- (D)
- (1) Notwithstanding (A), (B) and (C) above, where a regular employee is on a claim recognized by the WorkSafeBC while the employee was on the Employer's business, they shall be entitled, to leave with pay up to one hundred and ten (110) work days for any one claim in lieu of benefits as outlined in Article 42.02.
 - (2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by Worksafe BC, less any voluntary deductions and those employee deductions referenced in (2) above.
 - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
 - (5) The compensation payable by the Worksafe BC shall be remitted to the Employer.
- (E) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time equivalency (hours worked) at date of disability as averaged over the previous twelve (12) months.

42.02 Short Term Plan Benefit

- (A) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed five (5) months from date of absence (Short Term Plan period).
- (B) The seventy-five percent (75%) benefit may be supplemented in quarter (¼) day increments by the use of the following in descending order:
- (1) Accumulated sick leave credit under the previous sick leave plan;
 - (2) Banked Overtime;
 - (3) Vacation entitlement

42.03 Recurring Disabilities

- (A) Employees who return to work after being absent because of illness or injury, and within fifteen (15) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the

original Short Term Plan period as defined in Article 42.02(A).

- (B) Employees who return to work after being absent because of illness or injury and within fifteen (15) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further five (5) months of benefits under this plan.
- (C) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further five (5) month period of benefits under this plan, except as provided in (D) below, where the Short Term Plan period shall continue to be as defined in Article 42.02(A).
- (D) Where an employee is returning to work after a period of illness or injury and where the Return to Work Committee (a joint Union/Management committee) has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Article 42.02(A). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (E) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond five (5) calendar months from the initial date of absence as defined in Article 42.02(A), if absence is due to the same illness or injury.

42.04 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (A) a medical practitioner qualified to practice in the province of B.C.; or
- (B) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (C) the consulting physician to whom the employee is referred by the medical practitioner in (A) or (B) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
 - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the form STO2/2451 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of the medical assessment. Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

42.05 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the quarter ($\frac{1}{4}$) day accumulation that is being used to supplement the plan, pursuant to Article 42.02(B). Other disability income benefits will include:

- (A) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (B) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and Worksafe BC benefits payable in accordance with Section 42.01(D);
- (C) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country. Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:
 - (1) one hundred percent (100%) of pay; or
 - (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

42.06 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (A) receiving designated paid holiday pay;

- (B) engaged in an occupation for wage or profit;
- (C) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (D) serving a prison sentence;
- (E) on suspension without pay;
- (F) on paid absence in the period immediately preceding retirement;
- (G) on any leave of absence without pay.
- (H) Notwithstanding (g) above, where an illness or injury occurs during a period of approved:
 - (1) educational leave;
 - (2) general leave of absence not exceeding thirty (30) days;
 - (3) maternity leave, parental leave, or adoption leave which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the five (5) month period remaining from the scheduled date of return to work.
- (I) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

42.07 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

42.08 Entitlement

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

42.09 Employment Insurance Premium

The parties agree that the complete Employment Insurance premium reduction accruing through the improved illness and injury plan will be returned to the Employer.

42.10 Benefits Upon Layoff or Separation

- (A) Subject to (B) and (C) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Article 42.01(C), 42.01(D), or 42.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given

after the commencement of the illness for which the benefits are being paid.

- (B) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (C) Benefits will continue to be paid in accordance with (A) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

42.11 Reimbursement to Employer

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

42.12 Emergency Appointments

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Worksafe BC, shall be paid for from STIIP.

42.13 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 where used for the number of days represented by such payment.

42.14 Cash-In of Sick Leave Credits

- (A) Employees leaving the work force on or after their fifty-fifth (55th) birthday will be entitled to a cash payment equal to forty percent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- (B) The cash 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.

42.15 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 the Short Term Illness and Injury Plan 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 by the Short Term Illness and Injury Plan.

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

42.16 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 STIIP.

ARTICLE 43 - LEAVE - SPECIAL

43.01 Accumulation

An employee shall earn special leave credits with pay up to a maximum of twenty (20) days or one hundred and forty-four (144) hours at the rate of one-half (0.5) day or for extended work day employees three point six (3.6) hours every four (4) weeks. The accumulation of special leave credits shall commence January 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and forty-four (144) hours (20 days X 7.2 hours) as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred and forty-four (144) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and forty-four (144) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred and forty-four (144) hours.

43.02 Application

Special leave shall be granted as follows:

- (A) marriage leave — five (5) days or thirty-six (36) working hours;
- (B) paternity leave - one (1) day or seven point two (7.2) working hours;
- (C) to provide care to an immediate family member who has a serious illness up to two (2) days or fourteen point four (14.4) hours at one time;
- (D) leave of one (1) day or seven point two (7.2) working hours may be added to three (3) days or twenty-one point six (21.6) working hours compassionate leave;
- (E) leave of one (1) day or seven point two (7.2) working hours may be taken for travel associated with compassionate leave.

ARTICLE 44 - LEAVE - UNION

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

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

All employees are eligible to submit union leave request to attend any union function such as, but not limited to Regional meetings and education sessions of the Union. Such requests will not be unreasonably denied by the Employer. Any denial for leave will be discussed with the employee and the grievance procedure may be utilized if a disagreement ensues.

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

- (A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time;
- (B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;
- (C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry 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 37;
- (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 45 - LEAVE - VACATION

45.01 Vacation Entitlement

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

20 work days or 144 working hours after 1 year of continuous service
20 work days or 144 working hours after 2 years of continuous service
20 work days or 144 working hours after 3 years of continuous service
20 work days or 144 working hours after 4 years of continuous service
21 work days or 151.2 working hours after 5 years of continuous service
22 work days or 158.4 working hours after 6 years of continuous service
23 work days or 165.6 working hours after 7 years of continuous service
24 work days or 172.8 working hours after 8 years of continuous service
25 work days or 180.0 working hours after 9 years of continuous service
26 work days or 187.2 working hours after 10 years of continuous service
27 work days or 194.4 working hours after 11 years of continuous service
28 work days or 201.6 working hours after 12 years of continuous service
29 work days or 208.8 working hours after 13 years of continuous service
30 work days or 216.0 working hours after 14 years of continuous service
31 work days or 223.2 working hours after 15 years of continuous service
32 work days or 230.4 working hours after 16 years of continuous service
33 work days or 237.6 working hours after 17 years of continuous service
34 work days or 244.8 working hours after 18 years of continuous service
35 work days or 252.0 working hours after 19 years of continuous service
36 work days or 259.2 working hours after 20 years of continuous service
37 work days or 266.4 working hours after 21 years of continuous service
38 work days or 273.6 working hours after 22 years of continuous service
39 work days or 280.8 working hours after 23 years of continuous service
40 work days or 288.0 working hours after 24 years of continuous service
41 work days or 295.2 working hours after 25 years of continuous service
42 work days or 302.4 working hours after 26 years of continuous service
43 work days or 309.6 working hours after 27 years of continuous service
44 work days or 316.8 working hours after 28 years of continuous service
45 work days or 324.0 working hours 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:

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

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

Extended work day/compressed work week are entitled to vacation leave on a pro-rate basis as follows:

$$\frac{\text{Hours paid* excluding overtime} \\ \text{to June 30 (inclusive)} \times \text{regular pay}}{1879.2} \quad X \quad \text{yearly vacation} \\ \text{entitlement}$$

*Includes leave without pay up to one hundred and forty-four (144) working hours.

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

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

* Includes leave without pay up to twenty (20) days (reference Article 37 Leave — General)

Extended work day/compressed work week with less than one (1) year's service on the July 1 cut-off date will receive vacation leave calculated as follows:

$$\frac{\text{Hours paid* excluding overtime} \\ \text{to June 30 (inclusive)} \times \text{regular pay}}{1879.2} \quad X \quad \text{yearly vacation} \\ \text{entitlement}$$

*Includes leave without pay up to one hundred and forty-four (144) working hours.

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 45.04 Scheduling of Vacation.

45.02 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:

Days paid* (excluding overtime) to June 30 (in previous vacation <u> X regular pay </u> 261	X	yearly vacation entitlement
--	---	--------------------------------

+ (plus)

Days paid* (excluding overtime) to July 1 in the vacation year to the date <u>of termination (inclusive) x regular pay</u> 261	X	yearly vacation entitlement
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* Includes leave without pay up to twenty (20) days (reference Article 37 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.

45.03 Supplementary Vacation

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

- (A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days or an additional thirty-six (36) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days vacation or an additional seventy-two (72) working hours' with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days or an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (D) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days or an

additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

- (E) Upon reaching the employment anniversary of forty-five years of continuous service, employees shall have earned an additional fifteen (15) work days or an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

45.04 Scheduling of Vacation

- (A) The Employer shall permit annual vacations to be taken during the entire year.
- (B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- (C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and EHSC.
- (D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- (E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the employee may elect to carry over up to seven (7) days to be used no later than June 30 in the following year.

- (F) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- (G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit have made their first choice of vacation time.

45.05 Vacation Entitlement Earned During Vacation

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

45.06 Vacation Pay Advance

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

ARTICLE 46 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

46.01 Medical Coverage

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

46.02 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 two hundred and twenty-five dollars (\$225) every twenty-four (24) months per eligible employee or eligible dependent.
 - (3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

- (C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- (D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

46.03 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 runoffs for claims after termination of employment.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by another dental coverage plan.
- (D) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

46.04 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.

46.05 Long-Term Disability Insurance Plan

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

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

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

46.06 Group Life Insurance Plan

(A) **Eligibility**

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

(B) **Benefits**

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

(C) **Premiums**

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

46.07 RTW Program Coverage

The Union and the Employer agree that employees participating in a Return to Work Program for 14.4 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, group life and LTD which shall be paid in accordance with this article. It is further agreed that participation in the program will not delay LTD entitlement.

ARTICLE 47 - 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 Appendix A Memorandum of Understanding Early Safe Return to Work.

ARTICLE 48 - EMPLOYMENT INSURANCE

48.01 Coverage

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

ARTICLE 49 - PENSION PLAN

49.01 Municipal Pension Plan

Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 51 - Portability.)

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

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

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

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

49.02

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

ARTICLE 50 - 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 51 - PORTABILITY

51.01 Portability

Upon verification by the employee to the EHSC, continuous service seniority will be recognized in these instances:

Recognition of Seniority and Service by the EHSC

TCM nurses who accept an offer of employment from the EHSC will be deemed to have resigned employment with TCM. Nurses accepting employment with the EHSC will receive seniority and service credit for continuous service (without a break greater than one (1) year) for periods worked for a health sector employer or for an employer whose employees were represented by the NBA (BCNU, HSA, UPN).

The EHSC will recognize all portable benefits including sick leave credits.

Resignation from the EHSC and Re-employment in the Health Sector

Health Authorities will recognize seniority of employees resigning from the EHSC and employed by a health authority pursuant to Appendix DD of the Provincial Collective Agreement between the NBA and the HEABC expiring March 31, 2010. Nurses employed by TCM prior to April 1, 2006 who accept employment with the EHSC and subsequently resign employment with the EHSC and are employed by a health authority or an employer recognized by the Nurses' Bargaining Association, will receive seniority credit for the period of employment with TCM only.

A regular employee who terminates with the Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days with the same or another Employer as covered by the Provincial Collective Agreement, is entitled to the portability of benefits as specified in 51.02 below.

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

An employee eligible for portability of benefits, who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in 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 three hundred and sixty-five (365) calendar days from date of termination at "A".

51.02 Portable Benefits

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

(A) **Increments**

The salary increment step attained in "A" shall be portable with the provision that the employee shall serve twelve (12) months in "B" at that step. The employee's first day of employment in "B" therefore, becomes 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 on staff as of January 1, 1974, who are receiving a qualification differential under Articles 53.01 and 53.04 and who transfer from one Employer 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:
- A regular employee who voluntarily resigns and is later re-hired 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.
- (H) Seniority in 'A' shall be credited by 'B'.

ARTICLE 52 - PREVIOUS EXPERIENCE

52.01 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.

A casual employee who terminates with the Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days as a regular employee with another Employer who is covered by the Provincial Collective Agreement shall retain the increment step attained with the previous Employer. The employee's first day of employment with the new Employer becomes her increment anniversary date.

ARTICLE 53 - QUALIFICATION DIFFERENTIAL

53.01 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 on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 - Portable Benefits.)

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.

53.02 CHA/CNA and BCIT Courses

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

53.03 Registered Psychiatric Nurse

A regular employee 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.

53.04 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.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 - Portable Benefits.)

53.05 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.

53.06 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.

53.07 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.

53.08 Approval of Qualifications

The employee must provide proof of qualifications listed in 53.04, 53.05 and 53.06. The qualifications must be from an accredited Canadian post secondary institution or equivalent.

ARTICLE 54 - SEVERANCE ALLOWANCE

54.01 Eligibility for Severance Allowance

Despite any other provision of this Collective Agreement, a person hired by the EHSC after the effective date of this Collective Agreement who was formerly employed by TCM Telecare Management Inc. and was offered a position by the EHSC and exercised that person's right to refuse the job offer from the EHSC and subsequently received severance from TCM under the terms of the Provincial Collective Agreement between HEABC and the Nurses' Bargaining Association will only receive service and seniority credit for time worked in a BCNU certification after the date of severance from TCM.

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' service, who voluntarily leave the Employer's work force after their fifty-fifth (55th) birthday.

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

54.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 54.01, 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:

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

$$1879.2^{**} \times 2$$

** In the calculation of severance allowance, hours worked up to the first pay period prior to September 30, 1993 will be based on 1957.5.

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

$$\frac{\text{Total hours paid* (excluding overtime)}}{1879.2^{**}}$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 — Leave — General.)

- (C) 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 Classifications, and Article 61 - Wage Schedules.

55.02 Retroactive Pay and Benefits

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

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

55.03 Pay Days

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

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

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

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

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

55.04 Statement of Wages

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

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

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

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

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

ARTICLE 56 - GENERAL CONDITIONS

56.01 Use of Personal Vehicle on Employer's Business

- (A) Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer

business is strictly voluntary.

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

During such usage, all the terms and conditions of this agreement shall apply, including mileage allowance at fifty cents (\$.50) per kilometer.

56.02 Personal Property Damage

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

56.03 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.

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

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

58.01

The employee with a concern will discuss the matter with her immediate excluded 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 Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate excluded supervisor. The employee retains the original and forwards copies to her immediate excluded supervisor and the Executive Director, Clinical Programs.

58.03

A Professional Responsibility Committee shall be established with each Employer.

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 excluded supervisor of the worksite
 - (4) the Executive Director, Clinical Programs.

58.04

The standing members shall alternate the chair on a six (6) 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 Nursing 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 Chief Operating Officer (or functional equivalent) or designate a Senior Nurse Leader and the Union. The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader 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 Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

58.08

If the concern is not resolved to the employee's satisfaction, she may make a written submission to the Senior Executive Team (SET) of the EHSC (or functional equivalent). It is agreed that all parties shall receive copies of any submission or documentation that may be provided to SET.

58.09

SET shall review the submission at their next regularly scheduled meetings and shall respond in writing to the employee within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the Professional Responsibility Committee members.

58.10

If the employee is not satisfied with the written response from SET (or functional equivalent), the employee with a steward or a Union representative, if she so chooses, may make a verbal presentation to a committee of SET (or functional equivalent) for reconsideration. A further written submission may be presented in support of the verbal presentation.

58.11

SET (or functional equivalent) shall respond in writing to the employee within fourteen (14) calendar days following the next regularly scheduled meeting. Copies of the response shall be forwarded to the parties contemplated in 58.09.

58.12

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

ARTICLE 59 - EFFECTIVE AND TERMINATING DATES

- (A) This Agreement shall be effective from December 7, 2007 and shall remain in force and be binding upon the parties until March 31, 2010 and thereafter until a new Agreement has been consummated.
- (B) The operation of Subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* (or any succeeding Acts) is specifically excluded from this Agreement.
- (C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

ARTICLE 60 - WAGE SCHEDULE CLASSIFICATIONS

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

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

	CH	DC	ED	PS
<i>Level 1</i>	CHI	DC1		PS1
<i>Level 2</i>	CH2A/CH2B	DC2A/DC2B	ED2	PS2
<i>Level 3</i>	CH3	DC3	ED3	PS3
<i>Level 4</i>	CH4A/CH4B	DC4	ED4	

ARTICLE 61 - WAGE SCHEDULES

Effective: April 1, 2007									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,255 27.17	4,418 28.21	4,582 29.26	4,745 30.30	4,911 31.36	5,074 32.40	5,238 33.45	5,393 34.44	5,586 35.67
Level 2	5,058 32.30	5,149 32.88	5,262 33.60	5,398 34.47	5,558 35.49	5,691 36.34	5,855 37.39	6,012 38.39	6,201 39.60
Level 3	5,389 34.41	5,426 34.65	5,533 35.33	5,674 36.23	5,846 37.33	5,984 38.21	6,148 39.26	6,303 40.25	6,496 41.48
Level 4	5,608 35.81	5,656 36.12	5,760 36.78	5,905 37.71	6,082 38.84	6,226 39.76	6,392 40.82	6,547 41.81	6,737 43.02

Effective: April 1, 2008*									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,361 27.85	4,529 28.92	4,696 29.99	4,864 31.06	5,033 32.14	5,201 33.21	5,370 34.29	5,528 35.30	5,725 36.56
Level 2	5,185 33.11	5,277 33.70	5,393 34.44	5,533 35.33	5,697 36.38	5,833 37.25	6,001 38.32	6,162 39.35	6,356 40.59
Level 3	5,523 35.27	5,562 35.52	5,670 36.21	5,816 37.14	5,992 38.26	6,134 39.17	6,302 40.24	6,461 41.26	6,659 42.52
Level 4	5,749 36.71	5,797 37.02	5,904 37.70	6,053 38.65	6,234 39.81	6,381 40.75	6,552 41.84	6,712 42.86	6,906 44.10

* 2008 wage rates above assume conversion of 1% market adjustment to fund pension improvements and retiree benefits.

Effective 1st Pay Period After April 1, 2009									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,545 29.02	4,718 30.13	4,894 31.25	5,068 32.36	5,245 33.49	5,418 34.60	5,595 35.73	5,760 36.78	5,966 38.10
Level 2	5,403 34.50	5,500 35.12	5,620 35.89	5,764 36.81	5,937 37.91	6,078 38.81	6,253 39.93	6,421 41.00	6,623 42.29
Level 3	5,755 36.75	5,796 37.01	5,909 37.73	6,060 38.70	6,244 39.87	6,392 40.82	6,566 41.93	6,732 42.99	6,939 44.31
Level 4	5,990 38.25	6,040 38.57	6,151 39.28	6,306 40.27	6,496 41.48	6,649 42.46	6,828 43.60	6,994 44.66	7,196 45.95

MEMORANDUM OF AGREEMENT
between
Nurses' Bargaining Association
and
Emergency and Health Services Commission

RE: Extended Work Day/Compressed Work Week

Preamble

The purpose of this Memorandum of Agreement is to revise and/or clarify certain terms and conditions of the April 1, 2006 -March 31, 2010 Collective Agreement, so as to provide for the introduction or continuance of an extended work day/compressed work week.

This Memorandum of Agreement applies to employees in worksites with Extended Hours Memoranda.

It is understood and agreed that:

- (A) With the exception of the specific revisions set forth in this Memorandum, all other terms and conditions of the April 1, 2006 - March 31, 2010 Collective Agreement will apply.
- (B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Collective Agreement.
- (C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the Collective Agreement.
- (D) For the purposes of this Memorandum and where revised, "days" have been converted into working hours, so that one (1) day shall equal seven point two (7.2) paid hours. For example, three (3) days compassionate leave is converted to $3 \times 7.2 = 21.6$ working hours.
- (E) Any change deemed necessary in this Memorandum may be made by mutual agreement between the parties at any time during the life of this Memorandum.

ARTICLE 59 – EFFECTIVE AND TERMINATING DATES (Extended Work Day/Compressed Work Week)

This Memorandum of Agreement is effective from April 1, 1985, for those worksites on the extended work day/compressed work week as of that date. In those worksites for which the extended work day/compressed work week was implemented after April 1, 1985, this Memorandum of Agreement is effective from the commencement date of the extended work day/compressed work week.

This Memorandum will continue to be in effect until terminated by either party, or until a new Memorandum is prepared to coincide with a new 2010 Collective Agreement, whichever occurs sooner.

Either party may terminate this Memorandum after serving twenty-eight (28) calendar days' written notice to the other party of its intention to terminate the extended work day/compressed work week.

MEMORANDUM OF AGREEMENT
Between the
Emergency and Health Services Commission
And the
British Columbia Nurses' Union

RE: Occupational Health and Safety, Early Intervention and Return to Work

The Parties share a desire to minimize health risks and improve absenteeism rates due to illness and injury. The Parties recognize the occupational health and safety, early intervention and return to work programs articulated in the Provincial Collective Agreement between the Union and the Health Employers Association of BC may not be suitable for implementation in their current form given the size and capacity of the Employer.

The Parties agree to establish a joint review committee made of up to three (3) members each from both the Union and the Employer; additional resources to the committee may be required and will be identified by discussion between the Parties.

The Joint Review Committee will meet within six (6) months of the signing of this collective agreement to review and develop recommendations to the bargaining principals on practices and procedures consistent with the principles of the following Appendices of the Provincial Collective Agreement:

- Appendix - Early Intervention Program
- Appendix - Long-Term Disability Insurance Plans, Joint Rehabilitation Improvement Committee, Claims Adjudication Committee, Joint Early Retirement Improvement Committee)
- Appendix - Early Safe Return to Work
- Appendix - Safety in the Workplace
- Appendix - Occupational Health & Safety
- Appendix - Addressing Workplace Violence and Respect in the Health Workplace
- Appendix - Health Care Occupational Health and Safety Agency

The practices and procedures recommended by the Joint Review Committee will take into consideration the overall organization of the Employer.

APPENDIX A
MEMORANDUM OF UNDERSTANDING
LONG-TERM DISABILITY INSURANCE PLANS

The Union and the HEABC agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. This amended Plan is effective April 1, 1999.

- Explanatory Note: There are two effective dates for defining "existing claimants" (April 1, 1998 and April 1, 1999). For employees previously covered by the HEABC/BCNU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees, wherever the dates "April 1, 1998" and "March 31, 1998" are found in the Memorandum, substitute them with the dates found immediately following them in parentheses: "(April 1, 1999)" and "(March 31, 1999)", respectively.

Section 1 - Eligibility

- (A) Regular full-time and regular part-time employees who are on staff January 1, 1981 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- (B) Seniority and Benefits - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions (reference 13.03(G)):

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

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

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

1, 1999, premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

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

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

Section 2 - Waiting Period and Benefits

(A) "Existing Claimants" - Employees Disabled Prior to April 1, 1998 (April 1, 1999) *

(* See Explanatory Note in Preamble to this Memorandum)

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 (April 1, 1999) as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

(B) "New Claimants" - Employees Disabled on or After April 1, 1998 (April 1, 1999) *

(*See Explanatory Note in Preamble to this Memorandum)

(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 (April 1, 1999) as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$4000 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$4000 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$4000 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

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

(2) In the event that the benefit falls below the amount set out in Section 2(B)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$4000 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$4000 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect

following review by HBT/underwriter every four years. (Note: the \$4000 figure will be adjusted as set out in Section 2(B)(1) above).

(C) **All Claimants**

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

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

(D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
- (2) using sick leave credits to top off the long-term disability benefit; or
- (3) banking the unused sick leave credits for future use.

(E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

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

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

Section 3 - Total Disability Defined

(A) **"Existing Claimants" - Employees Disabled Prior to April 1, 1998 (April 1, 1999) ***

(*See Explanatory Note in Preamble to this Memorandum)

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds eighty-five percent (85%) of the rate of pay of her regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be

eligible for benefits under this Long-Term Disability Plan.

(B) **"New Claimants" - Employees Disabled on or After April 1, 1998 (April 1, 1999) ***

(* See Explanatory Note in Preamble to this Memorandum)

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

(1) **Residual Monthly Disability Benefit**

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

Example:

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

(C) **All Claimants**

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

(3) Commitment to Rehabilitation

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

- (a) can be expected to facilitate her return to her own job or other gainful occupation; and
- (b) is recommended by HBT/underwriter and approved as a Rehabilitation Plan, then,
the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

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

(4) Rehabilitation Review Committee

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

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

- (i) does not agree with the recommended Rehabilitation Plan; or,
- (ii) does not agree that she could medically participate in the Rehabilitation Plan.

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

(5) Rehabilitation Benefit Incentive Provisions

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

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

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

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

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

Section 4 - Exclusions from Coverage

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

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

Section 5 - Integration with other Disability Income

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

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

Other disability income shall include but is not limited to:

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

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

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

Section 6 - Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

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

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

Section 7 - Leave of Absence

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

Section 8 - Benefits Upon Plan Termination

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

Section 9 - Premiums

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

Section 10 - Waiver of Premiums

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

Section 11 - Claims

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

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

Section 12 - Administration

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

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

Section 13 - Collective Agreement Unprejudiced

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

Section 14 - LTD Plan Early Retirement Incentive Provision

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

- (A) An employee under this Agreement who is:
 - (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more;
 - (2) eligible for early retirement pension benefits; and

- (3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

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

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

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

- (C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.
- (D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years of age, or death, whichever is earlier.

APPENDIX B MEMORANDUM OF UNDERSTANDING ARTICLE 49 - SUPERANNUATION

Should the Pension Corporation permit employees who fall within the scope of the Pension (Municipal) Plan, as a result of a merger or amalgamation, an option to decline

being covered by the Pension (Municipal) Plan, then the parties agree that guidelines governing such an option, as set out by the Pension Corporation, would prevail.

APPENDIX C
MEMORANDUM OF UNDERSTANDING
CONTINUED COMMITMENT TO RESPONSIVE SHIFT SCHEDULING

EHSC and the BCNU recognize the importance and need for responsive shift scheduling that would provide flexibility to the individual nurse and, at the same time, meet the collective staffing requirements of a wide variety of work settings. The EHSC will continue its commitment to the Responsive Shift Scheduling initiative. Both parties agree to discuss the mechanism to implement this initiative.

APPENDIX D
MEMORANDUM OF UNDERSTANDING
STIIP PLANS – PAYOUT OF SICK LEAVE

For employees previously covered by STIIP plans, the following provisions apply:

Employees working in the public service, the municipalities, GVMHSS, and Terraceview who had their sick leave banks previously frozen due to the implementation of STIIP plans will be permitted to retain those banks on the following basis:

1. The credits accumulated in those banks as of the date the STIIP plan is discontinued will be paid out at 50%, rather than 40%, in accordance with the terms of the Provincial Agreement;
2. A new sick bank will be generated for each employee, which includes amounts calculated pursuant to this Award under point number 7, plus any future accumulations. The payout of this bank shall be at 40% in accordance with the terms of the Provincial Collective Agreement; and
3. Employees who are absent due to sickness shall be required to utilize sick leave credits from the bank outlined in point #1 above, prior to utilization of credits from the bank outlined in point #2 above.

APPENDIX E
MEMORANDUM OF UNDERSTANDING
INCENTIVE PAYMENT FOR PRE AND POST-RETIRES

1. The Employer will provide an annual incentive payment (the "Incentive Payment") to:
 - (i) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan

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

APPENDIX F MEMORANDUM OF UNDERSTANDING WORKERS' COMPENSATION LEAVE

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

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

**APPENDIX G
MEMORANDUM OF UNDERSTANDING
PENSION FOR RETIREES**

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

**APPENDIX H
MEMORANDUM OF AGREEMENT
RECOGNITION OF SENIORITY**

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

**APPENDIX I
MEMORANDUM OF AGREEMENT
FISCAL DIVIDEND**

In addition to the one-time payment available in 2006, the parties acknowledge that there is a one-time fiscal dividend available for Collective Agreements with a four (4) year term that extend through the 2009/2010 fiscal year. The dividend available to employees in the Nurses' Subsector is a proportionate share of up to three hundred million dollars (\$300,000,000) based on the excess over a projected surplus of one hundred and fifty million dollars (\$150,000,000) for 2009/2010. The fiscal dividend will be as set out in the attached Letter of Agreement.

The parties agree as follows:

Having agreed the term of the Nurses' Subsector Collective Agreement is to be from April 1, 2006 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies in excess of \$150 million, surplus to the B.C. Provincial Government, as defined in the Province's audited financial statements, for the fiscal year 2009-2010.

- 1.0 Fiscal Dividend.
- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- (iv) The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-2010, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - (v) Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - (vi) The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus (i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available).
 - (vii) Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the Employer's active payroll on March 31, 2010.
- 1.4 The payment will be made to regular and casual employees on the Employer's payroll as of March 31, 2010 pro-rated based on straight-time hours paid as a proportion of eight-teen hundred and seventy-nine and two tenths (1,879.2) hours between the first pay period prior to April 1, 2009 and the first pay period prior to March 31, 2010.
- Regular employees on a leave of absence under Article 38 (Parental Leave), under Article 42.07 (Leave — Workers' Compensation), or under the Long Term Disability Insurance Plan (with the exception of SMB recipients under the 2004-2006 PCA), will receive the payment based on their full-time equivalent as of the last day worked prior to the leave of absence.
- 1.5 To facilitate the implementation of this Letter of Agreement, the parties will meet no later than six (6) months after the publication of the audited public accounts for fiscal 2009-2010 to review the formula for the dividend payment and the resulting payments to be made.

MEMORANDUM OF AGREEMENT

The Employer and the Union have committed to entering into two pilot projects – Shift Premiums and Work From Home

Following transfer to the new employer EHSC, a working group of employer and Union representatives will meet to prepare a document that incorporates the new language and to remove such data such as references to HEABC and replace with EHSC where applicable.

(Appendix not applicable will be deleted)

Signed on behalf of:--

EMERGENCY AND HEALTH SERVICES

Lori Halls, Chief Operating Officer HealthLines Services BC
Sean Steele, Director of HR, EHSC
Kelly Henderson, Executive Director, Clinical Programs
Sandra Toth, Manager, Transition Initiatives, HCSBC

BRITISH COLUMBIA NURSES' UNION

Bella Brown, Labour Relations Officer BCNU
Lauren Vandergronden, BCNU Steward

Dated this 17th day of October, 2007.

SIGNATURES OF THE PARTIES

Signed on behalf of:--

EMERGENCY AND HEALTH SERVICES COMMISSION

Lori Halls, Chief Operating Officer HealthLines Services BC

Sean Steele, Director of HR, EHSC

Kelly Henderson, Executive Director, Clinical Programs

Sandra Toth, Manager, Transition Initiatives, HCSBC

Tony Arimar, Vice-President, HR, EHSC

BRITISH COLUMBIA NURSES' UNION

Bella Brown, Labour Relations Officer BCNU

Lauren Vandergronden, BCNU Steward

Paddy Kopieczek, BCNU Steward

Richard Stockbrooks, BCNU Steward

Gayle Duteil, Executive Director, Operations BCNU

Dated this _____ day of _____

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