

**PRINCE GEORGE
HOSPICE SOCIETY
(PRINCE GEORGE
ROTARY HOSPICE
HOUSE)
("The Employer")**

**2009-
2012**

COLLECTIVE AGREEMENT

BETWEEN

**PRINCE GEORGE HOSPICE SOCIETY
(PRINCE GEORGE ROTARY HOSPICE HOUSE)**

AND

THE BRITISH COLUMBIA NURSES' UNION

June 22, 2009 to and Including June 21, 2012

TABLE OF CONTENTS

ARTICLE 1 — PREAMBLE AND DEFINITIONS..... 1
1.01 Preamble 1
1.02 Definitions 1
ARTICLE 2 — PURPOSE OF AGREEMENT 2
ARTICLE 3 — MANAGEMENT RIGHTS 2
3.01 General Rights 2
3.02 Employer Policies 2
ARTICLE 4 — UNION RECOGNITION..... 2
4.01 Union Recognition 2
4.02 Scope of Agreement..... 2
ARTICLE 5 — UNION SECURITY 2
5.01 Security 2
5.02 Union Deductions 3
ARTICLE 6 — UNION RIGHTS AND ACTIVITIES 3
6.01 Individual Agreement 3
6.02 Contracting Out 3
6.03 Employer's Business 3
6.04 Stewards..... 4
6.05 Union Representative Visits 4
6.06 Superior Benefits 4
6.07 Personnel File 4
6.08 Copies of the Agreement 5
6.09 New Employees 5
6.10 List of New and Terminating Employees 5
6.11 Bulletin Boards 5
ARTICLE 7 — STRIKES OR LOCK-OUTS..... 6
ARTICLE 8 — UNION/MANAGEMENT COMMITTEE..... 6
8.01 Composition of Committee..... 6
8.02 Chair 6
8.03 Meetings 6
8.04 Purpose of the Committee..... 6
8.05 Scope of the Committee..... 6
ARTICLE 9 — GRIEVANCES 6
9.01 Discussion of Differences 6
9.02 Grievance Procedure..... 7
9.03 General Application Dispute 8
9.04 Amending Time Limits..... 8
9.05 Resolution of Employee Dismissal or Suspension Disputes 8
9.06 Deviation from Grievance Procedure 8
ARTICLE 10 — ARBITRATION..... 9
10.01 Arbitration..... 9
10.02 9
10.03 9
10.04 9
10.05 9
10.06 Time Limits 9
10.07 Expedited Arbitration 9
ARTICLE 11 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT 10
11.01 Restriction of Employee Status..... 10
11.02 Regular Full-Time Employees..... 11
11.03 Regular Part-Time Employees..... 11

11.04	Casual Employees.....	11
ARTICLE 12 — ANNIVERSARY DATE AND INCREMENTS.....		15
12.01	Definition.....	15
12.02	Anniversary Date.....	15
12.03	Increments.....	15
ARTICLE 13 — SENIORITY.....		16
13.01	Definition.....	16
13.02	Seniority - Maintained and Accumulated.....	16
13.03	Employment in Excluded Positions and Within Other Bargaining Units.....	16
13.04	Seniority Lists.....	16
ARTICLE 14 — PROBATIONARY PERIOD.....		17
ARTICLE 15 — TERMINATION OF EMPLOYMENT.....		17
15.01	Employee Termination.....	17
15.02	Waiver of Notice.....	18
15.03	Notice - Penalty.....	18
15.04	Employer Terminations.....	18
ARTICLE 16 — EMPLOYEE EVALUATION.....		18
16.01	Evaluations.....	18
16.02	Employee Rights.....	18
16.03	Records Removed.....	18
ARTICLE 17 — VACANCY POSTINGS.....		19
17.01	Postings.....	19
17.02	Temporary Appointments.....	19
17.03	Temporary Positions.....	19
17.04	Increasing or Decreasing Regular Part-Time Employee FTE Status.....	19
17.05	Posting of Successful Candidate.....	20
ARTICLE 18 — PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS.....		20
18.01	First Consideration.....	20
18.02	Filling Vacancies.....	20
18.03	Qualifying Period.....	20
18.04	Orientation and Training.....	20
18.05	Returning to Formerly Held Position.....	21
18.06	Salary on Promotion.....	21
18.07	Increment Anniversary Date.....	21
18.08	Temporary Assignment to a Lower Rated Position.....	21
18.09	Voluntary Demotion.....	21
ARTICLE 19 — LAY-OFF & RECALL.....		22
19.01	Lay-Off.....	22
19.02	Recall.....	23
19.03	Benefits Continued.....	23
19.04	Laid Off Employees.....	24
19.05	24
19.06	Recall Period.....	24
ARTICLE 20 — TECHNOLOGICAL CHANGE.....		24
20.01	Technological Policy.....	24
20.02	Technological Displacement.....	24
20.03	Wages on Reassignment.....	25
20.04	Lay-off Due to Technological Change.....	25
ARTICLE 21 — CREATION OR CHANGES IN CLASSIFICATION.....		25
21.01	25
21.02	25
21.03	25

ARTICLE 22 — JOB DESCRIPTIONS	25
ARTICLE 23 — WORK SCHEDULES.....	26
23.01 Master Work Schedule.....	26
23.02 Determination of Work Schedules.....	26
23.03 Posting of Work Schedules.....	26
23.04 Voluntary Shift Exchange.....	26
ARTICLE 24 — HOURS OF WORK, MEAL PERIODS, REST PERIODS.....	26
24.01 Hours of Work	26
24.02 Consecutive Hours of Work	26
24.03 Meal Periods	26
24.04 Rest Periods	26
24.05 On-Call Time	27
24.06 Standard/Daylight Savings Time Change.....	27
ARTICLE 25 — OVERTIME.....	27
25.01 Definition.....	27
25.02 Employee's Right to Decline Overtime	27
25.03 Application	27
25.04 Overtime Pay Calculation.....	27
ARTICLE 26 — NON-DISCRIMINATION.....	28
ARTICLE 27 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM.....	28
27.01 Joint Occupational Health and Safety Committee	28
27.02 Medical Examinations	29
27.03 Safe Workplace.....	29
27.04 Transfer of Pregnant Employees.....	29
27.05 Provision for Immunizations	29
27.06 Workload	30
ARTICLE 28 — LEAVE - COURT APPEARANCE	30
ARTICLE 29 — LEAVE - ELECTIONS.....	30
ARTICLE 30 — LEAVE - GENERAL	30
30.01 Application	30
30.02 Notice.....	31
30.03 Increments.....	31
ARTICLE 31 — LEAVE - PUBLIC OFFICE.....	31
ARTICLE 32 — LEAVE – MATERNITY AND PARENTAL	31
ARTICLE 33 — UNION LEAVE	31
ARTICLE 34 — COMPASSIONATE LEAVE	32
ARTICLE 35 — SICK LEAVE.....	32
35.01	32
35.02	32
35.03 Payment	32
35.04 Benefits Accrue.....	32
35.05 Leave - Workers' Compensation	32
35.06 Enforceable Legal Claim	33
ARTICLE 36 — VACATION	33
36.01 Entitlement.....	33
36.02 Scheduling of Vacation.....	33
36.03 Vacation Entitlement Earned During Vacation	34
36.04 Vacation Pay Advance.....	34
ARTICLE 37 — PAID HOLIDAYS	34
ARTICLE 38 — WORKERS' COMPENSATION	35
ARTICLE 39 — EMPLOYMENT INSURANCE	35
39.01 Coverage	35
ARTICLE 40 — VOLUNTEERS.....	35

ARTICLE 41 — WELLNESS INCENTIVE.....	35
ARTICLE 42 — RETIREMENT PLAN.....	35
ARTICLE 43 — EXEMPT AND SAVE HARMLESS	35
ARTICLE 44 — PREVIOUS EXPERIENCE	36
ARTICLE 45 — PAYMENT OF WAGES.....	36
45.01 Wages	36
45.02 Retroactive Pay and Benefits.....	36
45.03 Pay Days	36
45.04 Statement of Wages	37
ARTICLE 46 — GENERAL CONDITIONS.....	37
46.01 Use of Personal Vehicle on Employer's Business.....	37
46.02 Personal Property Damage.....	38
ARTICLE 47 — PROFESSIONAL RESPONSIBILITY CLAUSE	38
47.01	38
47.02	38
47.03	38
47.04	38
47.05	38
47.06	39
ARTICLE 48 - EFFECTIVE AND TERMINATING DATES.....	39
ARTICLE 49 — HEALTH AND WELFARE BENEFITS.....	39
ARTICLE 50 — WAGE SCHEDULES	40
APPENDIX “A”	43
MATERNITY AND PATERNITY LEAVE.....	43
Pregnancy Leave.....	43
Parental Leave	43
LETTER OF UNDERSTANDING #1	45
LETTER OF UNDERSTANDING #2	46

ARTICLE 1 — PREAMBLE AND DEFINITIONS

1.01 Preamble

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Agreement.
- B) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- C) Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 30 — Leave - General.)

1.02 Definitions

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

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

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

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

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

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

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

EMPLOYER means Prince George Hospice Society.

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

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

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

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

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

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

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

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

UNION means The British Columbia Nurses' Union.

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

WORKSITE means Prince George Rotary Hospice House.

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

TOUR OF DUTY means one or more completed shifts.

ARTICLE 2 — PURPOSE OF AGREEMENT

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

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

ARTICLE 3 — MANAGEMENT RIGHTS

3.01 General Rights

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

3.02 Employer Policies

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

ARTICLE 4 — UNION RECOGNITION

4.01 Union Recognition

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

4.02 Scope of Agreement

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

ARTICLE 5 — UNION SECURITY

5.01 Security

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

5.02 Union Deductions

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

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

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

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

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

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

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

ARTICLE 6 — UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

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

6.02 Contracting Out

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

6.03 Employer's Business

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

6.04 Stewards

A) Recognition of Stewards

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

B) Notification of Change of Stewards

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

C) Duties and Responsibilities

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

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

D) Conditions Governing Stewards

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

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

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 Agreement

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

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

6.09 New Employees

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

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

6.10 List of New and Terminating Employees

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

6.11 Bulletin Boards

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

ARTICLE 7 — STRIKES OR LOCK-OUTS

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

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

ARTICLE 8 — UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established. The Employer and the Union shall each appoint two (2) representatives to the Union/Management Committee.

8.02 Chair

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

8.03 Meetings

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

8.04 Purpose of the Committee

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

8.05 Scope of the Committee

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

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

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

ARTICLE 9 — GRIEVANCES

9.01 Discussion of Differences

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

9.02 Grievance Procedure

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

Step 1

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

Step 2

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

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

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

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

Step 3

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

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

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or Arbitration.

Industry Troubleshooter

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

A) investigate the difference,

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

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

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

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

9.03 General Application Dispute

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

9.04 Amending Time Limits

If the time limits in Articles 9.02, 9.03 and 9.05 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.05 Resolution of Employee Dismissal or Suspension Disputes

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

Step 1

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

Step 2

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

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

9.06 Deviation from Grievance Procedure

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

ARTICLE 10 — ARBITRATION

10.01 Arbitration

Authority of the Arbitration Board or Single Arbitrator

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a Board of Arbitration, or a single arbitrator as provided at Article 10.03, either of which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The decision of the single Arbitrator, or the decision of the majority of the Arbitration Board, as the case may be, shall be final and binding upon the Parties.

10.02

The party requesting arbitration shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board.

10.03

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

10.04

If the Employer and the Union do not elect a single Arbitrator, their respective two appointees will, within *ten (10)* calendar days, attempt to select a third person to act as Chairperson from the list of arbitrators set out in Article 10.07 (K). By mutual agreement, the parties may select a Chairperson not named under this Article. If the two appointees fail to agree upon a Chairperson within this ten (10) day period, either party may request the Minister of Labour of British Columbia to make the appointment.

10.05

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

10.06 Time Limits

Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties.

10.07 Expedited Arbitration

- A) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.

- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Judi Korbin, John Hall, Joan Gordon, Don Munroe, Peter Cameron, or Chris Sullivan or any other as agreed to by the parties.
- L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.01.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 11 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

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

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

11.01 Restriction of Employee Status

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

11.02 Regular Full-Time Employees

A) Definition

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

B) Benefit Entitlement

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

C) Seniority

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

11.03 Regular Part-Time Employees

A) Definition

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

B) Benefit Entitlement

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 — Anniversary Date and Increments; Reference Article 49 — Health and Welfare Benefits.)

C) Seniority

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

11.04 Casual Employees

A) Definition

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

- i) Sickness relief.
- ii) Vacation relief.
- iii) Leave of absence relief.
- iv) Relief pending a regular employee appointment (Reference Article 17.02 — Temporary Appointments).
- v) Temporary work load
- vi) Paid holiday relief.
- vii) Overtime owing relief.
- viii) Maternity leave relief.

B) Off Duty Rights

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

Where there is no bona fide reason for the refusal of work and a further three (3) months has

elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

C) Letter of Appointment

- a) 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 unit/ward 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.

b) 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 employees' general availability.

c) Short-Term Availability

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

d) 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.

e) Orientation

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

D) Casual Register

- a) A casual employee shall be registered for work in those unit/ward specified in the letter of appointment.
- b) 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 unit/ward in which the casual employee will work.

- c) 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

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

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

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

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

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

v) Telephone Call-in

- (1) 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) (c) above.
- (2) 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) (a). The Employer shall permit the telephone to ring a minimum of eight (8) times.
- (3) 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.

- (4) 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.
- (5) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: unit/ward), any combination of shifts.
- b) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(a) by the Employer.
- c) 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

- a) Casual employees shall be paid in accordance with the wage schedule.
- b) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1950) worked for the Employer.
 - i) A casual employee hired having less than one (1) year's experience (1950 hours) shall be placed at the first step of the increment scale.
 - ii) A new casual employee hired shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1950 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained to a maximum of Step 5 for Registered Nurses and to a maximum of Step 3 for other classifications.
- c) 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.
- d) When a casual employee applies for and receives a regular position 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 44 — Previous Experience whichever is higher, and shall advance to the next increment on her anniversary date of employment.

G) Benefit Entitlement

- a) **Grievance and Arbitration**
Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 — Grievances and Article 10 — Arbitration.)
- b) **Vacation Pay and Paid Holidays**
Casual employees shall receive eight percent (8%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays (Reference 36.01 – Vacation).

H) Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(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) A casual employee shall be entitled to overtime pay in accordance with Article 25.04 in the following circumstances:
 - i) The hours of work in one (1) day exceed the normal daily full shift hours as defined in Article 24.01 – Hours of Work.

J) Probationary Period

- a) Newly hired casual employees will be probationary during their first three (3) months of employment or four hundred and sixty-eight (468) hours worked, whichever is greater.

ARTICLE 12 — ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Article 50 — Wage Schedules.

12.02 Anniversary Date

Effective April 1, 2010, 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 50 – Wage Schedules).

12.03 Increments

A regular employee shall be entitled to increments based on a year's length of service subject to Article 30 Leave — General.

ARTICLE 13 — SENIORITY

13.01 Definition

A) Regular Employee

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

B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1950 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

13.02 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of 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.

13.03 Employment in Excluded Positions and Within Other Bargaining Units

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

13.04 Seniority Lists

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

The seniority list shall contain the following information:

- 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 at no additional cost to the Employer.

ARTICLE 14 — PROBATIONARY PERIOD

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

ARTICLE 15 — TERMINATION OF EMPLOYMENT

15.01 Employee Termination

- A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 36.02 — Scheduling of Vacation.
- C) 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 (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice

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

15.03 Notice - Penalty

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid her earned vacation entitlement less two percent (2%).

15.04 Employer Terminations

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

ARTICLE 16 — EMPLOYEE EVALUATION

16.01 Evaluations

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

16.02 Employee Rights

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

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

17.02 Temporary Appointments

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the 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 Increasing or Decreasing Regular Part-Time Employee FTE Status

- A) Where an increase or decrease in hours is required in a unit/ward, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that

position. This provision shall not apply if it results in a change of employee status.

- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.03 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.

17.05 Posting of Successful Candidate

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

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

18.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.05. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies

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

18.03 Qualifying Period

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

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

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

18.04 Orientation and Training

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite or new to the unit/ward to enable the employee to adjust.

Orientation shall include:

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

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

18.05 Returning to Formerly Held Position

A) From Outside of Bargaining Unit

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

B) From Within Bargaining Unit

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

C) Other Employees Affected

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

18.06 Salary on Promotion

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

18.07 Increment Anniversary Date

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

18.08 Temporary Assignment to a Lower Rated Position

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

18.09 Voluntary Demotion

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

ARTICLE 19 — LAY-OFF & RECALL

19.01 Lay-Off

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

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

A) Regular Full-Time Employees

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

B) Regular Part-Time Employees

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

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

- Includes leave without pay up to twenty (20) work days. Reference Article 30 (Leave — General).
- Entitlement as in A)(i), (ii), or (iii).

C)

- i) Service with a previous Employer shall not be included as service for the purpose of this Article, and
- ii) the period of notice must coincide with scheduled work shifts and must not coincide with vacation.

D) The notice of layoff will identify the options available to the employee, which may include:

- the right to bump a junior employee provided the employee is qualified to do the job of the junior employee,
- the opportunity to apply for a posted vacancy that exists at the time of layoff,
- the opportunity to accept casual work as it becomes available,
- full layoff with the right to recall, or
- waiver of recall and voluntary termination with severance, if applicable.

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

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

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

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

19.02 Recall

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

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

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

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 and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 30 — Leave - General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- C) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- D) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall

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

19.04 Laid Off Employees

- A) Should regular vacancies occur following layoff, those employees on layoff 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) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- C) 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 or casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- D) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one (1) year.

19.05

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

19.06 Recall Period

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

ARTICLE 20 — TECHNOLOGICAL CHANGE

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 sixty (60) calendar days in advance of the implementation of such technological change.

B) Union Notified

- i) The Employer shall notify the Union sixty (60) calendar days before the introduction

of any technological change which adversely affects the rights of employees or their wages or working conditions.

- ii) 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 his/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 OR CHANGES IN CLASSIFICATION

21.01

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

21.02

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

21.03

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

ARTICLE 22 — JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, 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 23 — WORK SCHEDULES

23.01 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.

23.02 Determination of Work Schedules

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

23.03 Posting of Work Schedules

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

23.04 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.

ARTICLE 24 — HOURS OF WORK, MEAL PERIODS, REST PERIODS

24.01 Hours of Work

There shall be an average of forty (40) hours per week, inclusive of meal periods, or a mutually agreed equivalent. The normal weekly full shift hours shall be an average of forty (40) hours per week, inclusive of meal period. The normal daily full shift hours shall be eight (8) hours.

24.02 Consecutive Hours of Work

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

24.03 Meal Periods

Employees who work more than five (5) consecutive hours shall be given an unpaid meal break of thirty (30) minutes. Employees who are designated to work through their meal period will be paid straight time for the meal period.

24.04 Rest Periods

The current practice of two (2) fifteen (15) minute rest period per shift shall continue.

24.05 On-Call Time

Hours of work shall not include on-call time.

24.06 Standard/Daylight Savings Time Change

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

ARTICLE 25 — OVERTIME

25.01 Definition

A) Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01 — Hours of Work.

25.02 Employee's Right to Decline Overtime

A) General Rights

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

B) Double Shift and Work on a Scheduled Day Off

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

25.03 Application

A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

B) Overtime earned shall, at the employee's option, be taken as time off or pay and may be banked up to thirty (30) hours per year. Any unused portion of the accumulated overtime shall be paid out at the employee's current rate of pay on December 31st of each calendar year.

25.04 Overtime Pay Calculation

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

A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:

- i) for the first four (4) hours in excess of the normal daily full shift hours as defined by Article 24.01 — Hours of Work;
- ii) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 24.01 — Hours of Work.

B) Overtime at the rate of double (2) time shall be paid on the following basis:

- i) for all hours in excess of twelve (12) in a day
- ii) for all hours in excess of those worked in (A)(ii) above;

ARTICLE 26 — 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 27 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM

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

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

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

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

27.02 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.

27.03 Safe Workplace

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- B) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.
- C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- D) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

27.04 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.

27.05 Provision for Immunizations

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees 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.

27.06 Workload

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

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

ARTICLE 28 — 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 29 — 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 30 — LEAVE - GENERAL

30.01 Application

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

Article 33 — Leave -Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

30.02 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.

30.03 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 31 — 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 30 — Leave - General.)

ARTICLE 32 — LEAVE – MATERNITY AND PARENTAL

Maternity and Parental Leave shall be in keeping with *Employment Standards Act* of British Columbia and applicable Employment Insurance legislation. A summary of the current legislation is attached in Appendix A.

ARTICLE 33 — UNION LEAVE

- A) Subject to the operational requirements of the Employer and on two (2) weeks' notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- B) Unpaid leave of absence will be granted to a maximum of two (2) members of the Union's bargaining committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council/Board and members of Council/Board committees in lieu of missed scheduled days off.
- D) Employees on leave of absence pursuant to (A), (B), and (C) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.
- E) 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 the employee holds the position.
- F) The employee shall be entitled to return to the employee's former position with the Employer,

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

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

ARTICLE 34 — COMPASSIONATE LEAVE

Compassionate leave of up to five (5) paid days shall be granted to regular employees immediately following the time of notification of the death of a member of the employee's immediate family. Immediate family shall mean spouse, child, mother, father, grandchild, grandparent, or sibling. The Employer may grant additional unpaid leave at their discretion.

ARTICLE 35 — SICK LEAVE

35.01

Regular full-time and regular part-time employees accrue sick leave on the basis of eight percent (8%) of straight time hours worked to a maximum of twenty (20) days and may draw upon their sick leave for the purpose of illness or a non-work related injury.

35.02

The sick leave bank may be carried forward into a subsequent calendar year, not to exceed seven point five percent (7.5%) at any time.

35.03 Payment

Regular employees shall receive their regular pay for each sick day.

Employees who have used up their sick leave dollar bank and continue to be absent due to sickness shall be placed on an unpaid leave of absence.

35.04 Benefits Accrue

The following benefits accrue when an employee is on paid sick leave: vacation, sick time, paid holidays, health benefits as per Article 49 — Health and Welfare Benefits and Article 42 — Retirement Plan.

35.05 Leave - Workers' Compensation

A) Entitlement to Leave

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

B) Reimbursement to Employer

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

of any claims.

- C) An employee off work on WCB claim shall receive net wages as defined by (A) above, and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. The following benefits accrue for the first thirty (30) calendar days of a WCB claim: vacation, sick time, paid holidays, health benefits as per Article 49 – Health and Welfare Benefits, and Article 42 – Retirement Plan. Unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.
- D) When an employee draws on their sick leave dollar bank and Workers’ Compensation leave is subsequently approved for the same period, reimbursements from (B) above shall be placed back into the employee’s sick leave dollar bank.
- E) **Continuation of Employment**
Employees who qualify for Workers’ Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 and Article 19.

35.06 Enforceable Legal Claim

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

ARTICLE 36 — VACATION

36.01 Entitlement

Regular employees shall earn vacation as follows:

Length of Continuous Employment	Earned Vacation Entitlement
First year of continuous employment	1.25 days per month to a maximum of 15 days
After one year of continuous employment	4 weeks

Regular full-time employees shall be entitled to vacation leave at their regular rate of pay. Vacation will be pro-rated based on paid days, excluding overtime. Casual employees will receive four percent (4%) in lieu of vacation.

36.02 Scheduling of Vacation

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer.

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

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

Unused vacation shall be paid out at straight time rates by the last pay period of February of the following year. Payout shall not include any carryover of vacation pursuant to the above.

- F) Employees may, prior to the scheduling of vacation, request to have their vacation scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations 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/ward have made their first choice of vacation time.

36.03 Vacation Entitlement Earned During Vacation

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

36.04 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 notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.

ARTICLE 37 — PAID HOLIDAYS

Each regular employee shall receive a day off 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 |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| BC Day | Boxing Day |

Employees who work on a statutory holiday must be given a day in lieu and be paid one and half times (1 ½ x) employee's regular wage for the time worked up to twelve (12) hours and double (2 x's) the employee's regular wage for any time worked over twelve (12) hours.

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.

ARTICLE 38 — WORKERS' COMPENSATION

A) All employees shall be covered by the provisions of the Workers' Compensation Act.
(Reference Article 35 — Leave - Sick.)

ARTICLE 39 — EMPLOYMENT INSURANCE

39.01 Coverage

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

ARTICLE 40 — VOLUNTEERS

It is agreed that Volunteers have a role in health care and an important link to the community being served.

The Employer agrees not to use Volunteers to do the work presently performed by members of the bargaining unit that will result in layoff of regular employees within the bargaining unit.

ARTICLE 41 — WELLNESS INCENTIVE

Regular employees will qualify for up to \$200.00 per year when enrolled in a wellness activity. Employees will provide original receipts and then be reimbursed. Part-time employees will qualify for a pro-rated amount based on straight time earnings.

ARTICLE 42 — RETIREMENT PLAN

The current practice of the Employer matching employee RRSP contributions to a maximum of one and one half percent (1 ½%) of straight-time earnings will continue. Eligible regular employees will have completed their probationary period and work an average of fifteen (15) hours per week over the previous twelve (12) weeks.

Effective June 22, 2010, the Employer will increase matching employee contributions to three percent (3%).

ARTICLE 43 — EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

A) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer, and

B) assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 44 — PREVIOUS EXPERIENCE

The Employer will recognize the previous relevant experience of new employees when determining salary, provided not more than two (2) years have elapsed since such experience was obtained on the following basis:

Regular Employees – One step on the increment scale for each year of relevant experience.

Casual Employees – One step on the increment scale for each year of relevant experience to a maximum of Step 5 for RN's and to a maximum of Step 3 for all other classifications.

ARTICLE 45 — PAYMENT OF WAGES

45.01 Wages

Wages shall be paid each employee in accordance with Article 50 — Wage Schedules.

45.02 Retroactive Pay and Benefits

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

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

45.03 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.

45.04 Statement of Wages

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

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

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

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

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

ARTICLE 46 — GENERAL CONDITIONS

46.01 Use of Personal Vehicle on Employer's Business

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

Should use of such vehicle be required in the performance of her duties, the Employer agrees to pay forty-five cents (\$.45) per kilometer.

During such usage, all the terms and conditions of this agreement shall apply

46.02 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.

ARTICLE 47 — PROFESSIONAL RESPONSIBILITY CLAUSE

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

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

47.01

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

47.02

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

47.03

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.

47.04

Members of the committee shall have access to all worksite policy and procedure manuals as may be necessary to assist in satisfactory resolution of the employee's concerns.

47.05

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 Executive Director with a copy to their Labour Relations Officer at the Union office. The Executive Director shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a Steward.

The Executive Director shall respond to the employee in writing within seven (7) calendar days of the meeting.

47.06

If the employee is not satisfied with the written response from the Executive Director, the employee with a Union representative may make a presentation to a Troubleshooter pursuant to Article 9.02 of the collective agreement.

ARTICLE 48 - EFFECTIVE AND TERMINATING DATES

- A) This Agreement shall be effective from June 22, 2009 for non-monetary provisions and date of ratification for monetary unless otherwise specified in the agreement, and shall remain in force and be binding upon the parties until June 21, 2012 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 49 — HEALTH AND WELFARE BENEFITS

Entitlement: All regular full-time and regular part-time employees who have completed their probationary period and work an average of fifteen (15) hours per week shall be entitled to Health and Welfare Plan Coverage.

The Employer shall provide the Union with a copy of the Health and Welfare policy document within thirty (30) days of ratification.

ARTICLE 50 — WAGE SCHEDULES

REGISTERED NURSES

	Fixed Rate								
June 22, 2009	32.08								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
April 1, 2010	26.76	28.01	29.05	30.09	31.13	32.16	33.21	34.19	35.42
April 1, 2011	27.56	28.85	29.92	30.99	32.06	33.12	34.20	35.21	36.48

REGISTERED NURSE LEADER

	Fixed Rate								
June 22, 2009	35.00								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
April 1, 2010	31.64	32.89	34.14	35.36	36.61	37.81	38.99	40.06	41.41
April 1, 2011	32.59	33.88	35.16	36.42	37.71	38.94	40.16	41.26	42.65

RESIDENTIAL CARE AIDES

	Fixed Rate			
June 22, 2009	17.13			
	Year 1	Year 2	Year 3	Year 4
April 1, 2010	17.53	18.09	18.65	19.19

Placement on the Wage Schedules:

Increment placement for regular employees on staff as of the date of ratification:

Effective April 1, 2010, regular registered nurses/care aides (full-time and part-time) shall be placed on the increment grid in accordance with their years of service with the Employer. In addition, regular employees shall be given credit for relevant previous experience on the basis of one (1) annual increment for every one (1) year of service provided that not more than two (2) years have elapsed since such experience was obtained.

Increment placement for casual employees

Casual registered nurses/care aides shall be placed on the increment grid based on hours worked with the Employer, plus any previous hours of experience calculated on the basis of one (1) increment step for each 1950 hours of relevant nursing experience provided not more than two (2) years have elapsed since such experience was obtained.

Grandparenting of Registered Nurses on staff as of date of ratification

Effective April 1, 2010 registered nurses shall be placed on the wage grid pursuant to the above referenced provisions. In the event that placement on the grid does not result in a wage increase of a minimum of three percent (3%) the employee shall receive a three percent (3%) wage increase on their existing wage rate. In no event shall an employee incur a reduction on their existing wage rate.

Effective April 1, 2011 registered nurses, who have not been placed on the wage grid pursuant to the above referenced provision, shall be placed on the wage grid. In the event that placement on the grid does not result in a wage increase of a minimum of three percent (3%) the employee shall receive a three percent (3%) wage increase on their existing rate. In no event shall an employee incur a reduction in their wage rate.

SIGNATURE PAGE FOR COLLECTIVE AGREEMENT BETWEEN THE BRITISH COLUMBIA
NURSES' UNION –AND– PRINCE GEORGE HOSPICE SOCIETY FOR THE TERM JUNE 22, 2009 TO
AND INCLUDING JUNE 21, 2012

Signed on behalf of Employer:

Please Print Name/Title _____ and sign on line above

Please Print Name/Title _____ and sign on line above

Dated: _____

Signed on behalf of British Columbia Nurses' Union:

Cheryl King, Negotiator/Labour Relations Officer

Kathy Heis, Bargaining Committee Member

Dated: _____

APPENDIX “A”

MATERNITY AND PATERNITY LEAVE

Pregnancy Leave

1. A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave
 - a) Beginning
 - i. no earlier than eleven (11) weeks before the expected birth date, and
 - ii. no later than the actual birth date, and
 - b) Ending
 - i. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii. no later than seventeen (17) weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. 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 subsection (1) or (2).
4. A request for leave must
 - a) be given in writing to the employer,
 - b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - c) 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 subsection (3).
5. A request for a shorter period under subsection (1) (b) (i) must
 - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental Leave

1. An employee who requests parental leave under this section is entitled to:

- a) for a birth mother who takes leave under Section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 50 unless the employer and employee agree otherwise,
 - b) for a birth mother who does not take leave under Section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
 3. A request for leave must
 - a) be given in writing to the Employer,
 - b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 4. An employee's combined entitlement to leave under Section 50 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Section 50 (3) or subsection (2) of this section.

LETTER OF UNDERSTANDING #1

Future Improvement to the Collective Agreement

The parties share the belief that employees of Prince George Rotary Hospice House deserve to be compensated at rates which are comparable to unionized health care providers in British Columbia. Prince George Hospice Society commits to recognizing the valuable contributions of staff by increasing wages and benefits as the financial situation of the society improves.

The parties agree to work towards the goal of achieving parity with the provisions of the Provincial Collective Agreements and agree to make every effort to achieve leveling in as short a time as possible.

The parties further agree leveling shall be achieved by incremental improvements to unlevveled provisions over a period of time derived from consistently available revenue from increased provincial funding, donations, fundraising, or efficiencies created within the operation of Prince George Rotary Hospice House.

The parties agree to meet within eighteen (18) months of the ratification of this collective agreement to determine the ability of the Employer to level any or all of the following provisions:

1. Inclusion of Shift Premiums for evening, night and weekend shifts
2. Implementation of Responsibility Pay
3. Increasing the number of Statutory Holidays from 10 to 11
4. Inclusion of Special Leave Provisions
5. Improvements to Health & Welfare benefits
6. Address possible Wage disparities

LETTER OF UNDERSTANDING #2

Notwithstanding the provisions of Article 24 — Hours of Work, the following employees shall remain classified as full-time employees provided they maintain their current hours of work:

Mary-Ellen Moar
Cynthia Marquez
Jamie Alston
Barb Boutilier
Barb Simpson

INDEX

AMENDING TIME LIMITS.....	8	GRIEVANCE PROCEDURE	7
ANNIVERSARY DATE	15	GRIEVANCES.....	6
ANNIVERSARY DATE AND INCREMENTS	15	HEALTH AND WELFARE BENEFITS	39
APPENDIX “A”	43	HOURS OF WORK	26
APPLICATION	27	HOURS OF WORK, MEAL PERIODS, REST	
ARBITRATION	9	PERIODS	26
ARBITRATION	9	INCREASING OR DECREASING REGULAR	
BENEFITS ACCRUE.....	32	PART-TIME EMPLOYEE FTE STATUS ...	19
BENEFITS CONTINUED.....	23	INCREMENT ANNIVERSARY DATE.....	21
BULLETIN BOARDS.....	5	INCREMENT PLACEMENT FOR CASUAL	
CASUAL EMPLOYEES	11	EMPLOYEES	40
CHAIR.....	6	INCREMENT PLACEMENT FOR REGULAR	
COMPASSIONATE LEAVE	32	EMPLOYEES ON STAFF AS OF THE DATE	
COMPOSITION OF COMMITTEE	6	OF RATIFICATION.....	40
CONSECUTIVE HOURS OF WORK	26	INCREMENTS.....	15
CONTINUATION OF EMPLOYMENT	33	INDIVIDUAL AGREEMENT	3
CONTRACTING OUT.....	3	INDUSTRY TROUBLESHOOTER	7
COPIES OF THE PROVINCIAL COLLECTIVE		JOB DESCRIPTIONS	25
AGREEMENT	5	JOINT OCCUPATIONAL HEALTH AND	
CREATION OR CHANGES IN		SAFETY COMMITTEE	28
CLASSIFICATION.....	25	LAI D OFF EMPLOYEES	24
DEFINITION OF EMPLOYEE STATUS AND		LAY-OFF	22
BENEFIT ENTITLEMENT	10	LAY-OFF & RECALL.....	22
DEFINITIONS.....	1	LAY-OFF DUE TO TECHNOLOGICAL	
DETERMINATION OF WORK SCHEDULES	26	CHANGE	25
DEVIATION FROM GRIEVANCE		LEAVE - COURT APPEARANCE	30
PROCEDURE	8	LEAVE - ELECTIONS	30
DISCUSSION OF DIFFERENCES.....	6	LEAVE - GENERAL	30
EFFECTIVE AND TERMINATING DATES ..	39	LEAVE – MATERNITY AND PARENTAL ...	31
EMPLOYEE EVALUATION	18	LEAVE - PUBLIC OFFICE.....	31
EMPLOYEE RIGHTS.....	18	LEAVE - WORKERS’ COMPENSATION.....	32
EMPLOYEE TERMINATION.....	17	LETTER OF UNDERSTANDING #1	45
EMPLOYEE'S RIGHT TO DECLINE		LIST OF NEW AND TERMINATING	
OVERTIME	27	EMPLOYEES	5
EMPLOYER POLICIES	2	MANAGEMENT RIGHTS.....	2
EMPLOYER TERMINATIONS	18	MASTER WORK SCHEDULE	26
EMPLOYER'S BUSINESS	3	MATERNITY AND PATERNITY LEAVE	43
EMPLOYMENT IN EXCLUDED POSITIONS		MEAL PERIODS	26
AND WITHIN OTHER BARGAINING		MEDICAL EXAMINATIONS	29
UNITS	16	MEETINGS.....	6
EMPLOYMENT INSURANCE.....	35	NEW EMPLOYEES.....	5
ENFORCEABLE LEGAL CLAIM.....	33	NON-DISCRIMINATION	28
ENTITLEMENT TO LEAVE	32	NOTICE - PENALTY	18
EVALUATIONS	18	OCCUPATIONAL HEALTH AND SAFETY	
EXEMPT AND SAVE HARMLESS	35	PROGRAM	28
EXPEDITED ARBITRATION.....	9	ON-CALL TIME.....	27
FILLING VACANCIES	20	ORIENTATION AND TRAINING	20
FIRST CONSIDERATION	20	OVERTIME	27
FUTURE IMPROVEMENT TO THE		OVERTIME PAY CALCULATION	27
COLLECTIVE AGREEMENT	45	PAID HOLIDAYS	34
GENERAL CONDITIONS	37	PARENTAL LEAVE	43
GENERAL RIGHTS	2	PAY DAYS	36
GRANDPARENTING OF REGISTERED		PAYMENT.....	32
NURSES ON STAFF AS OF DATE OF		PAYMENT OF WAGES.....	36
RATIFICATION	40	PERSONAL PROPERTY DAMAGE.....	38

PERSONNEL FILE.....	4	SENIORITY - MAINTAINED AND	
PLACEMENT ON THE WAGE SCHEDULES		ACCUMULATED	16
.....	40	SENIORITY LISTS	16
POSTING OF SUCCESSFUL CANDIDATE...	20	SICK LEAVE	32
POSTING OF WORK SCHEDULES	26	SINGLE EMPLOYER POLICY DISPUTE.....	8
POSTINGS	19	STATEMENT OF WAGES	37
PREAMBLE	1	STEWARDS.....	4
PREAMBLE AND DEFINITIONS.....	1	STRIKES OR LOCK-OUTS	6
PREGNANCY LEAVE.....	43	SUPERIOR BENEFITS	4
PREVIOUS EXPERIENCE.....	36	TECHNOLOGICAL CHANGE.....	24
PROBATIONARY PERIOD.....	17	TECHNOLOGICAL DISPLACEMENT	24
PROFESSIONAL RESPONSIBILITY CLAUSE		TECHNOLOGICAL POLICY	24
.....	38	TEMPORARY APPOINTMENTS	19
PROMOTIONS, TRANSFERS AND		TEMPORARY ASSIGNMENT TO A LOWER	
DEMOTIONS IN THE FILLING OF		RATED POSITION	21
VACANCIES OR NEW POSITIONS	20	TEMPORARY POSITIONS	19
PROVISION FOR IMMUNIZATIONS	29	TERMINATION OF EMPLOYMENT.....	17
PURPOSE OF AGREEMENT	2	TRANSFER OF PREGNANT EMPLOYEES ..	29
PURPOSE OF THE COMMITTEE	6	UNION DEDUCTIONS.....	3
QUALIFYING PERIOD	20	UNION LEAVE	31
RECALL.....	23	UNION RECOGNITION	2
RECALL PERIOD	24	UNION REPRESENTATIVE VISITS.....	4
RECORDS REMOVED	18	UNION RIGHTS AND ACTIVITIES	3
REGISTERED NURSE LEADER	40	UNION SECURITY.....	2
REGISTERED NURSES.....	40	UNION/MANAGEMENT COMMITTEE.....	6
REGULAR FULL-TIME EMPLOYEES	11	USE OF PERSONAL VEHICLE ON	
REGULAR PART-TIME EMPLOYEES	11	EMPLOYER'S BUSINESS.....	37
REIMBURSEMENT TO EMPLOYER.....	32	VACANCY POSTINGS	19
RESIDENTIAL CARE AIDES	40	VACATION	33
RESOLUTION OF EMPLOYEE DISMISSAL		VACATION ENTITLEMENT EARNED	
OR SUSPENSION DISPUTES.....	8	DURING VACATION	34
REST PERIODS	26	VACATION PAY ADVANCE.....	34
RESTRICTION OF EMPLOYEE STATUS	10	VOLUNTARY DEMOTION	21
RETIREMENT PLAN.....	35	VOLUNTARY SHIFT EXCHANGE	26
RETROACTIVE PAY AND BENEFITS.....	36	VOLUNTEERS.....	35
RETURNING TO FORMERLY HELD		WAGE SCHEDULES	40
POSITION.....	21	WAGES.....	36
SAFE WORKPLACE.....	29	WAGES ON REASSIGNMENT	25
SALARY ON PROMOTION	21	WAIVER OF NOTICE	18
SCHEDULING OF VACATION	33	WELLNESS INCENTIVE	35
SCOPE OF AGREEMENT	2	WORK SCHEDULES	26
SCOPE OF THE COMMITTEE.....	6	WORKERS' COMPENSATION.....	35
SECURITY.....	2	WORKLOAD.....	30
SENIORITY	16		