

**Collective Agreement**  
**Between**  
**Nisga'a Valley Health Authority**  
**And**  
**Hospital Employees' Union**



**April 1, 2019 to March 31, 2022**

Note: underlined text is new language for 2019 - 2022

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**NISGA'A VALLEY HEALTH AUTHORITY**

**AND:**

**HOSPITAL EMPLOYEES' UNION**

**ARTICLE 1**

**1.01** The Union is a trade union certified to represent certain employees of the Employer;

- (a) The parties hereto, with the desire and intention of making the relationship harmonious and to promote the morale, well-being and security of all employees, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours of work, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as the bargaining agent;
- (b) The parties recognize that the employer is the Nisga'a Valley Health Authority and, as such, the parties agree to recognize and give effect of the traditional Nisga'a responsibility of caring for the healing and wellness of the Nisga'a elders and other members of the Nisga'a community.

IN ACCORDANCE with the above, the parties agree as follows:

### **Recognition of Objective**

- (c) The Nisga'a Valley Health Authority and the Union acknowledge and recognize the following mutual objectives: The enduring interests of the Nisga'a Lisims Government is to protect and enhance the cultural heritage of the Nisga'a Nation in programs and services dealing with health and wellness and the guiding principle for the provision of health care to the Nisga'a people and other residents of the Nass Valley by the Employer and its employees **honouring the concept of "Sayt K'ilim Goot" "One Heart, One Path, One Nation", and ensuring that the vision "Daxyadim Gandidils" "Healthy Minds, Healthy Bodies, Healthy Spirits" is achieved.**

### **Future Legislation**

- (d) In the event that any future legislation by the Provincial or the Federal Government renders null and void or materially alters any provisions of this Agreement, the following shall apply:
- (i) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
  - (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
  - (iii) If a mutual agreement cannot be achieved as provided in (b) above, either party may submit the matter to arbitration pursuant to Article 9 of the Collective Agreement.

### **1.02 Respectful Conduct in the Workplace**

- (a) The Employer and the Union are committed to promoting a respectful work environment in which all those who enter the workplace conduct themselves in a respectful manner, consistent with Nisga'a Law and Principles of Life. A respectful work environment is important for the Employer

- and employees and contributes to providing the highest possible standard of care.
- (b) The Employer has policies for promoting and maintaining a working environment in which all persons are treated with respect. These policies will be accessible to staff and managers regarding expectations and consequences of inappropriate behaviour.
- (c) Individuals who work for the Employer are responsible for conducting themselves in a respectful manner in both the workplace and at work-related gatherings.

### **1.03 No Discrimination**

The parties subscribe to the principles of the *Canadian Human Rights Act*.

The parties agree that there shall be no discrimination in the employment of any person or the continuance of employment of any person under the terms and conditions of this Agreement by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction of an offence for which a pardon has been granted, provided this provision shall not apply with respect to any refusal, limitation, specification, or preference based on a *bona fide* occupational requirement.

### **1.04 No Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment of any kind. The Parties agree to foster and promote such an environment.
- (b) Harassment is defined as actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited ground of discrimination under the *Canadian Human Rights Act*, and includes personal harassment.

- (c) Personal harassment means conduct or comment – either repeated or persistent, or a single serious incident – that detrimentally affects an employee within the work environment and includes “lateral violence”. Personal harassment includes: malicious gossip that undermines a person in the workplace, verbal assaults, pronounced passive-aggressive behaviours, blaming, shaming, attempts to socially isolate others, demeaning activities, bullying, and threatening or intimidating behaviour.
- (d) Protection against harassment extends to incidents occurring at or away from the work place, during or outside work hours, and includes incidents related to client, patient or visitor contact providing such acts are committed within the course of the employment relationship.
- (e) Actions undertaken by a manager or supervisor in good faith and in furtherance of legitimate work related purposes relating to the management and direction of employees – such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not in and of themselves constitute harassment or personal harassment.
- (f) The Parties agree that substantiated cases of harassment including sexual harassment may be cause for discipline, up to and including dismissal.

### **1.05 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and harassment and agree that harassment will not be tolerated in the workplace.
- (b) Sexual Harassment and Harassment includes but is not limited to:
  - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
  - (2) sexual advances with actual or implied work related consequences;

- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
  - (4) verbal abuse, intimidation, or threats of a sexual nature;
  - (5) leering, staring or making sexual gestures;
  - (6) display of pornographic or other sexual materials;
  - (7) offensive pictures, graffiti, cartoons, or sayings;
  - (8) unwanted physical contact such as touching, patting, pinching, hugging:
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### **1.06 Procedure for Filing Complaints**

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer designate or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer designate shall investigate the allegations within thirty (30) days, and shall notify the Union and the person who the complaint is against of the results of the investigation.
- (d) The Employer or its representatives involved in the investigation shall make every effort to resolve the complaint. If the complaint is between two or more bargaining unit employees the Union will assist the

Employer or its investigating representatives in attempting to resolve the matter, if possible.

- (e) Both the complainant and the person who the complaint is against shall be entitled to Union representation if they are members of the bargaining unit.

### **1.07 Complaints Investigation**

By mutual agreement between the employee, the Employer and the Union, a complaint of harassment under the *Human Rights Act* of Canada may be referred to a Complaints Investigator agreed to by the parties.

When a complaint is received the Complaint Investigator shall:

- (1) investigate the complaint;
- (2) determine the nature of the complaint; and
- (3) make written recommendations to resolve the complaint.

Should a complaint not be resolved through the complaints investigation, it may be referred to arbitration pursuant to Article 9 of this Agreement.

### **1.08 No Discrimination for Union Activity**

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.

### **1.09 Hiring Preference**

When hiring new employees for full-time, part-time or casual work, the Employer may give preference to members of the Nisga'a Nation.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

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

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulleting or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

## **ARTICLE 3 – DEFINITIONS**

### **3.01**

**“Employer”** means the Nisga'a Valley Health Authority.

**“Union”** means the Hospital Employees' Union.

**“Regular Full-Time Employee”** is an employee who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits pursuant to the terms and conditions of this Agreement.

**“Regular Part-Time Employee”** is an employee who works less than full-time, on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to the benefits of this Agreement, on a prorated basis and except where otherwise specified.

**“Casual Employee”** is an employee who is not regularly scheduled to work other than during periods when such employee relieves a regular full-time or regular part-time employee or is employed for temporary workload situations, or specific projects. Casual employees accumulate seniority and are entitled to benefits, pursuant to the provisions in Article 51 (Casuals) of this

Agreement.

**“Employee Status”** the status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure.

Attaining a temporary vacancy/position will not change the status of the employee.

**“Common-Law Spouse”** is, for the purpose of the following Articles a person with whom the employee has been living for at least one (1) year, and who is publicly represented as the spouse of the employee.

Article 30 – Compassionate Leave

Article 38.02 – Medical

Article 38.03 – Extended Health

Article 38.04 – Dental

**“Health Centre”** means the James Samuel Gosnell Memorial Health Centre at Gitlaxt'amiks.

**“Satellite Centre”** means the Satellite Centres located at Laxgalts'ap, Gingolx, Gitwinksihlkw.

**“Meeting”** means two (2) or more employees gathered together for a pre-arranged purpose of discussing a matter or matters including grievances or at the option of the Employer's management representative, a telephone conference call to discuss such matter or matters including grievances.

**“Permanent Vacancy”** – a permanent vacancy is one that has no incumbent.

**“Temporary Vacancy”** – a temporary vacancy is one to which the incumbent is on leave.



**3.02** In this Agreement, words importing the feminine gender shall include the masculine gender except where the context of the Article does not permit such inclusions.

## **ARTICLE 4 – RECOGNITION OF THE UNION**

### **4.01 Sole Bargaining Agency**

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees described in the certification issued by the Canada Labour Relations Board. The Union is the bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

No employee covered by this Agreement shall be required or permitted to make written or oral agreement with the Employer or its representative which may conflict with the terms of this Agreement.

### **4.02 Union Shop**

Employees covered by the Union's Certificate of Bargaining Authority who were employed and were not members of the Union prior to July 5, 1996 shall have the option of:

- (1) applying for membership in the Union which membership they shall maintain, or
- (2) not applying for membership in the Union, but as a condition of continuing employment shall authorize the deduction from their pay cheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under this Article.

All other employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of continuing employment. Newly hired employees shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

#### **4.03 Check Off and Union Dues**

- (1) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (2) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (3) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (4) All deductions shall be remitted to the Union not later than fifteen (15) days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
  - Employee surname and first name
  - Job classification
  - Gender identity
  - Gross pay
  - Dues amount deducted
- (5) The above information may be supplied in appropriate electronic format provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided electronically, it will be provided on hard copy.
- (6) Before the Employer is obliged to deduct any amount under Article 4.02 (1) and (2) above, the Union must advise the Employer in writing of the amount of deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (7) At the same time the Income Tax (T-4) slips are made

- available, the Employer, without charge, shall indicate on the T-4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T-4 slip was provided).
- (8) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
  - (9) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
  - (10) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.
  - (11) Twice every calendar year, Feb 15 and July 15, the Employer shall provide to both the Secretary Treasurer of the Local and the Secretary Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer electronically in Excel format to [memberupdates@heu.org](mailto:memberupdates@heu.org).

#### **4.04 Orientation**

- (1) The shop steward shall be advised of the date, time and place of Employer orientation sessions for new employees and the name of such employees in order that a union – designated representative shall be given an opportunity talk to the new employees.
- (2) Orientation sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0830 and 1700. There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

- (3) New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime for such employees or the attending shop steward(s) even in cases in which the session is scheduled outside of the scheduled work day of the employees.

#### **4.05 Recognition and Rights of Stewards**

- (1) The Employer recognizes the Union's right to select Stewards to represent employees on the basis of one (1) Steward for each health centre located at New Aiyansh, Laxgalts'ap, Gingolx and Gitwinksihkw plus two (2) Stewards who work from other locations. Stewards will normally attend to duties at their own work location but one from another location may be requested to attend as an alternate.
- (2) The Union agrees to provide the Employer with a list of the employees designated as Stewards and alternates. The Employer will provide the Union with the names and position of its designated representatives for dealing with Stewards.
- (3) A Steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall be based on operational requirements and not be unreasonably withheld. On resuming his/her normal duties, the Steward shall notify his/her supervisor.
- (4) The duties of a Steward shall include:
- (a) investigation of complaints;
  - (b) investigation of grievances and assisting any employee who the Steward represents in presenting a grievance in accordance with the grievance procedure;
  - (c) supervision of ballot boxes and other related functions during ratification votes;
  - (d) attending meetings at the request of the Employer.

#### **4.06 Bulletin Boards**

The Board will provide a bulletin board space for Union use, at suitable locations accessible to employees, agreed to by the Employer and the Union. Information relating to Union affairs and social events may be posted on a bulletin board.

### **ARTICLE 5 – UNUSUAL JOB REQUIREMENTS OF SHORT DURATION**

**5.01** The nature of health case is such that at times it may be necessary for an employee to perform work not normally required in his/her job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

### **ARTICLE 6 – PICKET LINES**

**6.01** Refusal to cross or work behind a legal picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a legal picket line shall be considered to be absent without pay.

### **ARTICLE 7 – UNION/MANAGEMENT COMMITTEES**

#### **7.01 Union Bargaining Committee**

The Union Bargaining Committee shall consist of not more than four (4) members of the Bargaining Unit and the Secretary-Business Manager or his/her representative. The Union shall advise the Employer of the Union members on the Committee.

#### **7.02 Union/Management Committee**

(1) The Parties agree to establish a Union/Management Committee comprised of two (2) Union Representatives and two (2) Representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of Union and Employer Representatives.

- (2) The Committee shall meet in person or by telephone conference call, at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent attending meetings of the Committee.
- (3) An Employer Representative and a Union Representative shall alternate in presiding over the meetings.
- (4) The Committee shall not have jurisdiction over any collective bargaining matter including the administration of this Agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions unless such decision is subsequently ratified by both parties.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Right to Grieve Disciplinary Action**

- (1) Disciplinary action grievable by the employee shall include:
  - (a) written censures;
  - (b) letters of reprimand; or
  - (c) adverse reports
- (2) An employee shall be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (3) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

- (4) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## **8.02 Grievance Procedure**

- (1) The Employer and the Union recognize that grievances may arise concerning:
- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (2) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (3) Where the Union or the Employer submits a policy or general grievance, such grievance will be in writing and will commence at Step 2 of the grievance procedure.
- (4) The time limits set out below may be altered by agreement of the parties.

### **Step 1:**

Within seven (7) calendar days after the occurrence of the grievance or within seven (7) calendar days after the employee first becomes aware of the alleged violation giving rise to the grievance, the employee shall, with or without a Union representative (at the employee's choice), discuss the matter with the immediate supervisor who is excluded from the bargaining unit.

Within seven (7) calendar days from the discussion the immediate supervisor designated by the Employer shall

give a written response to the employee and the Union representative.

**Step 2:**

If the matter is not resolved in the informal process in Step 1, the employee with the assistance of the Shop Steward or Union Committee Member, may submit a written grievance not later than seven (7) calendar days after Step 1 is completed to the Executive Director of his designate setting out the nature of the grievance, the circumstances in which it arose, and shall state the Article(s) of the Agreement alleged to have been violated and the remedy or correction required.

The grievance shall be transmitted to the Employer by the Union Steward or Union Committee Member. Receipt of Grievance by designated management representative must be confirmed by union steward.

Within seven (7) calendar days after the receipt of the written grievance, the Executive Director or his designate shall give a written response to the employee and the Union representative and, if the grievance is denied, the response will include an explanation for the denial.

**Step 3:**

The Employer and the Union Staff representative, with a steward, shall meet within twenty-one (21) days or other mutually agreed time to discuss the grievance. At this step of the grievance procedure each party shall provide to the other all relevant documents. The decision of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step either party may refer the grievance to arbitration under Article 9. Both parties agree that their representatives at the Step 3 meeting have the authority to resolve the grievance.



### **8.03 Dismissal, Suspension and Discipline**

- (1) The Employer shall not dismiss or discipline an employee except for just and reasonable cause. Notice of dismissal or suspensions shall be in writing and shall set forth the reasons for dismissal or suspension.
- (2) All dismissal or suspension actions may be grieved under the grievance procedure commencing at Step 2, Article 8.02. Written notice of any dismissal or suspension shall be sent to the Union within five (5) working days of the action being taken.
- (3) Where the Executive Director or his designate intends to interview an employee, in person or by conference telephone, for disciplinary purposes, the Employer must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present in order that the employee can contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (4) Where the Executive Director or his designate intends to interview a steward for disciplinary purposes the steward shall have the right to consult with a Union Staff Representative or to have another steward or alternate present in person or by conference telephone call, providing this does not result in an undue delay of the appropriate action being taken.
- (5) In cases of dismissal or discipline the burden of proof of just and reasonable cause shall rest with the Employer.
- (6) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **8.04 Industry Troubleshooter**

Where the parties mutually agree and 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, an industry troubleshooter agreed to by the parties, shall:

- (a) investigate the difference
- (b) define the issue in the difference,
- (c) attempt to mediate the difference with the parties to achieve a mutually agreeable binding resolution, and
- (d) if unsuccessful in reaching a resolution, make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an individual to act as an Industry Troublesooter, either party may refer the issue to arbitration consistent with Article 9 of this agreement.

### **8.05 Mediation**

Prior to a grievance being advanced to arbitration, the parties can mutually agree to have the grievance mediated with the assistance of the Federal Mediation and Conciliation Services (FMCS).

## **ARTICLE 9 – ARBITRATION**

**9.01** If a grievance is not resolved through the procedure in Article 8, either party may within thirty (30) calendar days after Article 8.02, Step 3 above has been completed, submit the grievance to a sole arbitrator mutually acceptable to both parties. If the parties agree, they may submit the grievance to an arbitration Board of three panel members. The Arbitration Board will be established as set out below.

**9.02** If both parties agree to the appointment of an Arbitration Board to hear the grievance, the party requesting arbitration shall notify the other of its intent to arbitrate within the time set out in Article 9.01 above and the name of its appointee to the Arbitration

Board. The recipient of such notice shall within ten (10) calendar days notify the other party of its appointee to the Arbitration Board.

**9.03** The two appointees referred to in Article 9.02 shall, within a further period of ten (10) calendar days, select a third person to act as a Chair.

**9.04** The appointment of an arbitrator under Article 9.01 or of a chairperson of the Arbitration Board under Article 9.03 shall be made from the following list of arbitrators depending on availability:

1. Paula Butler
2. Irene Holden
3. Wayne Moore
4. Vince Ready
5. Elaine Doyle
6. David McPhillips

The parties may amend the list of arbitrators or chairpersons at any time or agree to use any other arbitrator or chairperson at any time.

**9.05** The arbitrator shall issue a decision or the Arbitration Board, if appointed, shall issue a decision which may be a decision of the majority of the Board, and the decision or the arbitrator or the Arbitration Board shall be final and binding upon the parties.

**9.06** No decision of an Arbitration Board shall amend or alter the terms of this Agreement.

**9.07** Each party will be responsible for its own expenses in presenting its case to the arbitrator or the Arbitration Board and if a board is appointed, each party shall be responsible for the expenses of its appointee. The expenses of the arbitrator or the Chair of the Arbitration Board shall be shared equally by the parties.

**9.08** The Employer shall grant leave of absence without loss of pay to an employee called as a witness by an Arbitration Board or arbitrator and where operational requirements permit, leave without loss of pay to an employee or employees called as a witness or witnesses by the Union provided the dispute is under this Collective Agreement. Each party shall bear the expenses of their witnesses.

(1) On application, the Arbitration Board may determine summarily the amount of time required for the attendance of any witness.

**9.09** By agreement, the parties may abridge the time requirements of Article 8 and may submit any difference or dispute to arbitration on an expedited basis under this Article.

**9.10** A Board of Arbitration established under this Article or a sole arbitrator shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

## **ARTICLE 10 – EXPEDITED ARBITRATIONS**

**10.01** After grievance steps in Article 8 have been completed:

- (1) The Employer or the Union may submit a grievance to expedited arbitration.
- (2) The location of the hearing is to be agreed to by the parties. Failing agreement the expedited arbitrator shall determine the location.
- (3) The Parties shall make every effort to make use of an agreed to statement of facts.
- (4) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (5) The Parties agree to make limited use of authorities during their presentations.
- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

- (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (8) The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.
- (9) 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.
- (10) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (12) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.10.
- (13) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (14) Any suspension for alleged cause that is not dealt with under this Article shall be referred immediately to Article 9 for resolution.

**10.02** The appointment of an Expedited Arbitrator pursuant to Article 10.01 shall be made from the following list of Arbitrators depending on availability;

1. Paula Butler
2. David McPhillips
3. Elaine Doyle
4. Chris Sullivan
5. Mark Atkinson

## **ARTICLE 11 – ABANDONMENT OF POSITION**

**11.01** An employee who fails to report for duty for three (3) consecutive work days without informing the Employer for the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 12 – EQUAL PAY FOR WORK OF EQUAL VALUE**

**12.01** Male and female employees are entitled to receive equal pay for work of equal value in accordance with the *Canadian Human Rights Act*.

## **ARTICLE 13 – PROBATIONARY EMPLOYEES**

**13.01** For the first 488 working hours (equivalent to 3 months working time for full-time employees), a regular full-time and regular part-time employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by up to 163 working hours (equivalent to 1 month working time for full-time employees) with agreement of the union, provided written reasons are given for requesting such extension. Such agreement will not be unreasonably denied by the Union.

**13.02** During the probationary period, an employee may be terminated for just and reasonable cause, which may include an issue of suitability. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining applicable benefits and seniority.

## **ARTICLE 14 – EVALUATION REPORTS AND PERSONNEL FILES**

### **14.01 Employee Performance Evaluations**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

### **14.02 Personnel File**

- (1) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given.
- (2) A representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The Union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given.
- (3) The personnel file shall not be made public or shown to any other individual without the employee's signed written consent, except in the proper operation of the Employer's

business and/or for the purpose of the proper application of this Agreement.

## **ARTICLE 15 – SENIORITY**

**15.01** Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

**15.02** Straight time paid hours shall include time spent on:

- (1) paid holidays;
- (2) paid vacation;
- (3) leave during which time an employee is in receipt of Wage Loss Benefits from the WCB pursuant to Sections 29 or 30 of the *Workers' Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than Wage Loss Benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
- (4) paid sick leave;
- (5) Union leave;
- (6) Maternity, parental and adoption leave;
- (7) Other approved paid leaves of absence.

For the purpose of Articles 15.01(6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half (1/2) payroll year preceding the leave. Where the employee has been employed for less than one-half (1/2) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.



### **15.03 Seniority List**

A current service seniority list for employees as of December 31<sup>st</sup> will be provided by the Employer to the Union, and local executive on or before March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of the following year.

### **15.04 Loss of Seniority**

An employee shall lose seniority and shall be deemed terminated in the event that:

- 1) the employee is discharged for just cause;
- 2) he/she voluntarily terminates his/her employment;
- 3) the employee abandons his/her position;
- 4) the employee is on layoff for more than one (1) year;
- 5) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the Employer. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

### **15.05 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employee covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

### **15.06 Employment in Excluded Positions**

- (1) An employee accepting a continuous position with the Employer which is outside of the bargaining unit shall retain his/her seniority accumulated prior to the date of leaving the bargaining unit.
- (2) An employee temporarily substituting in an excluded position with the Employer shall continue to accumulate his/her seniority.

## **ARTICLE 16 – JOB POSTINGS**

### **16.01 Job Postings and Applications**

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

**a) Permanent Vacancies**

Notice of a vacancy or new job, including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date, before being filled, will be posted for a minimum of fourteen (14) calendar days, in a manner which gives all employees access to such information.

**b) Temporary Vacancies of Less than Ninety (90) Days**

Vacancies of a temporary duration of less than ninety (90) days, the position should not be posted and instead shall be filled as follows;

Where practicable, by a qualified regular full-time or part-time employee who have indicated in writing their desire to work in such position(s), consistent with the requirements of Article 16.02. If the application of this paragraph requires the Employer to pay overtime to the employee, pursuant to Article 22 (Overtime), the proposed move will not be made, or

By casual employees registered for casual work in accordance with Article 51 (Casual Employees).

**c) Temporary Vacancies of More than Ninety (90) Days**

Vacancies of a temporary nature, which exceed or are expected to exceed ninety (90) days shall be posted as per Article 16.01 (a)

Successful applicants who fill a temporary vacancy may apply for Article 38 (Health and Welfare) benefits for which

they are eligible, after three (3) months in the temporary vacancy. Upon completion of the temporary vacancy, the employee's entitlement to Health and welfare benefits will cease.

**d) Conclusion of a Temporary Vacancy**

At the conclusion of a temporary vacancy, the individual filling the temporary vacancy will return to their previous position.

An individual who was an external applicant at the time of attaining a temporary vacancy will have the right to register on the casual list.

**16.02 Promotion, Transfer, Demotion, Release**

In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight.

**16.03 Qualifying Period**

- (1) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months. In no instance during the qualifying period shall such an employee lose seniority or benefits.
- (2) If a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.

- (3) Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall returned to his/her former job and rate without loss of seniority and accrued benefits.
- (4) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in Section (2) above.

## **ARTICLE 17 – JOB DESCRIPTIONS**

**17.01** The job descriptions which are in existence on the date of this Agreement shall comprise the base against which all changes shall be measure.

**17.02** When a new or substantially altered position covered by this Agreement is introduced, the wage rate and job description shall be given to the Union.

**17.03** Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:

- (1) the procedure whereby the job shall be established under Article 17.02 has been followed;
- (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
- (3) the job is properly remunerated in relation to the existing wage schedule.

**17.04** If the Union objects to the job description and/or wage rate, the matter, if not resolved may be subject to the dispute resolution process (Articles 8 and 9). The Arbitrator's jurisdiction in respect to such dispute shall be limited to job classification and pay rate issues from the date the Union raised the matter formally.

## **ARTICLE 18 – TECHNOLOGICAL CHANGE**

### **18.01 Preamble**

The Employer agrees that where practicable no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 19.

### **18.02 Technological Change Means:**

- (1) the introduction by an employer into work, undertaking or business of equipment or material of a different nature of kind than that previously utilized by the employer in the operation of the work, undertaking or business; and
- (2) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

### **18.03 Notification**

If a technological change or method of operation in relation to technological change are likely to affect the terms and conditions or security of employment of a significant number of bargaining unit employees, such employees affected by the technological change and the Union shall be notified in writing at least one hundred and twenty (120) days in advance of the day on which the technological change is to be effected.

### **18.04 Notice of Displacement**

The technological change notice from the Employer to affected employees and the Union shall contain the following information:

- (1) The nature of such change.
- (2) The date on which the Employer proposes to effect such change.
- (3) The approximate number and type of employees likely to be affected.

- (4) The effect that the technological change is likely to have on the terms and conditions and security of employment of the affected employees.

The Employer agrees to meet with the Union expeditiously upon the Union's receipt of such notification for the purpose of discussing the technological change.

### **18.05 Disputes**

Any dispute arising in relation to adjustment to the technological change which cannot be resolved may be arbitrated pursuant to all the provisions of the Collective Agreement.

### **18.06 Bumping**

A displaced employee may be entitled to bump in which event Article 19 will be applicable.

## **ARTICLE 19 – LAYOFF AND RECALL**

**19.01** In the event of a layoff, the Employer shall provide the following notice of layoff to regular full-time and regular part-time employees affected and a copy of such notice will be sent to the Union Steward.

- a probationary employee – 2 weeks' notice.
- a regular employee with less than 2 years seniority – 1 month's notice.
- a regular employee with 2 years seniority – 2 months' notice.
- a regular employee with 3 years or more seniority – 3 months' notice.

**19.02** Any employee who is subject to layoff shall have the right to bump only into a position in accordance with his/her seniority provided that he/she possesses the ability and required qualifications to perform the duties of the new position. An employee cannot bump into a position with a higher salary rate.

**19.03** A laid off employee shall maintain his/her seniority for one (1) year and after his/her layoff, but shall not accumulate any further seniority during that period. After the said one (1) year period, the employee will be considered to be terminated.

**19.04** Employee benefits shall cease at the end of the month in which the layoff occurs and shall be reinstated upon recall.

**19.05** Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

**19.06 Recall**

A laid off employee may be recalled within one (1) year from layoff to fill a vacant position in order of his/her seniority, provided such employee has the necessary ability to perform the duties of the position, on the basis of last off-first on.

**19.07** The Employer shall give seven (7) calendar days written notice of recall to the laid off employee to fill the vacant position and he/she shall keep the Employer advised at all times of his/her current address. A laid off employee failing to report for work for a position referred to in Article 19.06 within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned his/her right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

**19.08** If no employee on lay off possesses the ability to perform the job, the vacant position will be posted in accordance with Article 16 (Job Postings).

**19.09** An employee recalled to a vacant position with a higher salary rate shall be considered a qualifying employee pursuant to Article 16. If the employee is found to be unsatisfactory in the qualifying period, he/she shall be returned to the recall list.

**19.10** An employee on lay off may register to work on a casual basis as provided in the Article 51 (Casual Employees) and in so

doing he/she shall not be considered to have been recalled to work under this Article 19.

## **ARTICLE 20 – JOB TRAINING**

**20.01** Job training and skill upgrading matters will be referred to the Union Management Committee up to three (3) times in any year for the following purposes:

- (1) planning training programs for those employees affected by technological change;
- (2) planning training programs to assist employees to qualify for new positions being planned through future expansion or renovation;
- (3) planning training programs for those employees affected by new methods of operations relating to technological change;
- (4) planning training programs in the area of general skills upgrading.

When practicable and subject to available financing the Employer may implement any of the above-mentioned programs or any other programs which the Employer considers advisable and in those circumstances when necessary the Employer shall seek the assistance of external training resources such as Human Resources Development Canada and the Provincial Ministry of Labour or other recognized training institutions.

## **ARTICLE 21 – HOURS OF WORK, SCHEDULES AND FLEX TIME**

**21.01** The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty seven and one-half (37½) hours per week.

**21.02** There shall be a fifteen (15) minute rest period in each half of any full day and employees working less than a full day shall receive one fifteen (15) minute paid rest period.



**21.03** An unpaid meal period shall be scheduled as close as possible to the middle of each day. The length of the meal period may be sixty (60) minutes.

**21.04** The Employer shall schedule such hours in consultation with the employee(s) concerned. Such schedules will not be changed unless the Employer gives two (2) weeks written notice of change to the affected employees.

**21.05 Flex-time**

- A. The Employer will provide the Union with classifications that are appropriate for flex time scheduling based on client service opportunities.
- B. For the purpose of this Article, flex-time means hours worked by employees who are given written authority by the Employer to choose their starting and finishing times, length of their work day, and days off, for the purpose of providing flexible and accessible service to clients.
- C. Employees will advise their supervisor as far as possible of any client service opportunities they are aware of. The employee will request a change to their daily schedule by completing the form "Request for Changed Hours" and submitting the form to their supervisor for approval. The form will include the dates and times of the changes to their schedule and the dates and times they would like to take off.
- D. If there are client service opportunities that the Employer is aware of then those opportunities will be communicated to the employee as far in advance as possible and appropriate schedules changes will be discussed between the supervisor and the employee.
- E. Flex scheduling will be deemed appropriate provided that:
  - (1) the work day shall not exceed ten (10) hours, except where the employee specifically requests and the employer agrees; and
  - (2) full-time employees shall perform work on at least four (4) days in any calendar week but not more than six (6) days with two consecutive days off; and

- (3) employees shall average seventy-five (75) hours of work in each two (2) week period; and
- (4) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required; and
- (5) regular full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one-half (7½) hours, provided at least seven one one-half (7½) hours are required to complete the averaging period. If less than seven and one-half (7½) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence;
- (6) an employee on flex-time shall continue to complete daily time sheets and shall submit them to his/her supervisor. In addition, such employee shall submit his/her monthly activity report to the Supervisor. Once submitted, the activity report will not be changed without the employee's knowledge.
- (7) Flex time cannot be used in lieu of overtime.
- (8) Flex scheduling can be cancelled at any time, by either party, with sixty (60) days written notice.

### **21.06 Scheduling Provisions**

Schedules established pursuant to Article 21.05 above will be in accordance with the following:

- (1) If the Employer temporarily alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advance notice, such employee shall be paid overtime rates for the first scheduled day worked pursuant to Article 22. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
- (2) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work day and the commencement of the next.

- (3) Where it is not possible to schedule twelve (12) consecutive hours off-duty between work days, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 22.
- (4) Employees may exchange schedules provided there is no increase in costs to the Employer.
- (5) If the Employer changes a schedule without giving a minimum of fourteen (14) calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 22. Notice of the change shall be confirmed in writing as soon as possible.

**21.07** No split shifts shall be worked except in cases of emergency.

## **ARTICLE 22 – OVERTIME**

### **22.01 Definitions**

- (1) "Overtime" means work performed in excess of the normal daily hours or weekly hours outlined in Article 21.
- (2) "Straight-time rate" means the hourly rate of pay.
- (3) "Time and one-half" means one and one-half times (1 1/2x) the straight-time pay.
- (4) "Double time" means two times (2 x) the straight-time rate.

### **22.02 Overtime Pay**

Employees requested to work in excess of the normal daily hours as outlined in Article 21 or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) the rate of time and one-half (1½ x) of their basic hourly rate of pay for the first three (3) hours of overtime worked on a scheduled work day and double time (2 x) thereafter;
- (2) the rate of double time of their basic hourly rate for all hours worked on a scheduled day off.

### **22.03 Overtime on Day Off**

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

### **22.04 Overtime on Stat Holiday**

If a full-time employee works overtime on a stat holiday which calls for a premium rate of pay as provided at Article 28, the employee shall be paid overtime at the rate of time and one-half times ( $1\frac{1}{2}$  x) the premium statutory holiday rate for all hours worked beyond the normal daily scheduled hours.

### **22.05 Overtime Pay**

Overtime pay shall be paid to the employee at the end of the following pay period in which the overtime was earned except as provided in Article 22.06 below.

### **22.06 Compensating Time Off**

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

### **22.07 Overtime for Part-Time Employees**

- (1) A part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regularly scheduled work days, shall be paid at the rate of straight-time for the hours so

- worked, up to and including the normal hours in the work day of a full-time employee.
- (2) A part-time employee working less than the normal days per week for a full-time employee, and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full-time employee.
  - (3) Overtime rates shall apply to hours worked in excess of (1) and (2) above.
  - (4) If a part-time employee works in excess of 7.5 hours on a stat holiday he/she will be paid the overtime rates set out in 22.04.

### **22.08 Approval of Supervisor**

Subject to Article 22.11, overtime may be worked only with the prior approval of an employee's immediate supervisor.

### **22.09 Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime. Only in cases of emergency will an employee be required to work overtime. If the employee disputes that an emergency exists, the employee will work the required overtime, in any event, and may grieve that issue later.

### **22.10 Rest Interval After Overtime**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

### **22.11 Crisis Intervention Policy**

The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization

for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

## **ARTICLE 23 – CALL BACK**

### **23.01 Call Back**

Employees who have left their work site and are called back to work on their regular time off shall receive a minimum of three (3) hours overtime pay at the applicable overtime rate or shall be paid at the applicable overtime rate for time worked in excess of three (3) hours whichever is the greater.

## **ARTICLE 24 – CALL-IN/REPORTING**

**24.01** Any employee, except an employee covered by Article 23, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business with a minimum of two (2) hours pay if he/she does not commence work and a minimum of four (4) hours pay if he/she commences work.

## **ARTICLE 25 – ON-CALL DIFFERENTIAL**

**25.01** Employees required to be on-call shall be paid an on-call rate of two (2) dollars per hour or any portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

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

**25.03** All hours actually worked by an on-call employee shall be paid at overtime rates in accordance with the provisions of this Agreement.

An employee may leave their employment when the work is completed for which they were called.

## **ARTICLE 26 – RELIEVING IN HIGHER AND LOWER POSITIONS**

**26.01** In the event of an employee relieving in a higher rated job, the employee shall receive the hourly rate of the position the employee is relieving in for any and all hours relieving.

**26.02** In cases where an employee is required to transfer temporarily to lower rated job, such employee shall incur no reduction in wages because of the transfer.

**26.03** Employees assigned supervisor duties shall receive 10% more per month or \$100.00 per month whichever is greater. If this is a permanent assignment it be indicated on the job description.

## **ARTICLE 27 – TRANSPORTATION AND MEAL ALLOWANCES**

**27.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive reimbursement for the use of the vehicle at \$0.55 per kilometer.

**27.02** Where an employee uses his/her own motor vehicle to conduct Employer business at the request of the Employer and to the extent that the ICBC insurance premiums are necessarily increased to recognize such usage, the employee shall arrange to obtain “business use” coverage and submit the relevant invoice to the Employer. Upon receipt of such invoice the Employer will reimburse the employee that portion of the premium representing

the insurance necessary to move the employee's coverage from "to and from work" to "business class".

**27.03** Employees required to travel away from their place of work on Employer business or to attend workshops or seminars at the request of the Employer shall receive if requires, a meal, accommodation, travel, allowance, and incidental expenses in accordance with the Employer's Policy.

## **ARTICLE 28 – STATUTORY HOLIDAYS**

### **28.01 Statutory Holidays**

(1) The following have been designated as statutory holidays;

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

(2) Any other statutory holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia or by the Nisga'a Lisims Government.

### **28.02 Statutory Holidays Falling on a Saturday or Sunday**

For an employee whose work week is from Monday or Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; when a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.



**28.03 Statutory Holiday on a Day of Rest**

- (1) When a statutory holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday at a time agreed between the employee and the Employer.
- (2) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at a time and one-half (1½ x) for all hours worked.

**28.04 Statutory Holiday Falling on a Scheduled Work Day**

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1½ x). Regular full-time employees shall also receive an additional day off in lieu of the holiday.

**28.05 Statutory Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of statutory holiday falls within that period, the statutory holiday shall not count as a day of vacation.

**28.06 Statutory Holiday Pay for Regular Part-Time Employees**

Regular part-time employees shall receive four point six percent (4.6%) of straight-time pay instead of a day off with pay.

**28.07 Scheduling of Lieu Days**

Reasonable effort will be made to schedule days off in lieu of statutory holidays as additions to the employee's regular days off and such lieu days off will be by mutual agreement.

**28.08** Should any employee not report to work without a legitimate reason on the day before or the day after any holiday listed in this Article, he or she shall not be entitled to receive remuneration for such day.

## **ARTICLE 29 - VACATION**

### **29.01 Vacation Entitlement**

Employees shall be entitled to vacation leave. An employee's vacation year is calculated as of one (1) year after date of hire and each anniversary date thereafter.

**29.02** Any employee who are employed for less than one (1) year shall be paid four and one-half percent (4.5%) of their gross income as vacation pay. A full-time employee with more than one (1) year continuous employment shall earn vacation leave credits as follows:

- (1) After one (1) years' continuous service – ten (10) working days' vacation,
- (2) After two (2) years' continuous service – fifteen (15) working days' vacation,
- (3) After five (5) years' continuous service – twenty (20) working days' vacation,
- (4) After seven (7) years' continuous service – twenty-five (25) working days' vacation,
- (5) After ten (10) years' continuous service – thirty (30) working days' vacation,
- (6) After fifteen (15) years' continuous service – thirty-three (33) working days' vacation,
- (7) After eighteen (18) years' continuous service and thereafter annually – thirty five (35) working days' vacation.

### **29.03 Vacation Period**

- (1) The choice of vacation period shall be granted to employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operational requirements of the Employer.
- (2) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees unless otherwise agreed by such employees.

- (3) All vacation requests for the year must be submitted by employees to the Employer by February 15, and approved by March 15. Vacation schedules, once approved by the Employer, shall not be changed except in the cases of emergency, and except by mutual agreement between the employee and the Employer.

#### **29.04 Splitting of Vacation Periods**

- (1) Annual vacations for employees with ten (10) working days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into additional periods subject to the approval of the Employer. To encourage both employee rejuvenation and service continuity, the minimum vacation period is expected to be one (1) week in duration, recognizing that there may be circumstances when the Employer may approve shorter vacation periods upon request.
- (2) Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. After five (5) years continuous service seniority shall also prevail in the choice of the third vacation period, but only after the "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.
- (3) Annual vacations for employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

#### **29.05 Vacation Pay**

Upon receipt of fourteen (14) days' written notice, the Employer shall pay to the employee, on the pay day immediately prior to the commencement of his/her vacation, an amount equivalent to

his/her vacation being taken, up to the amount of vacation pay earned.

### **29.06 Vacation Non-Accumulative**

- (1) An employee may carry over up to five (5) days' vacation leave per vacation year. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (2) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### **29.07 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 29.01.

### **29.08 Reinstatement of Vacation Days – Sick Leave**

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

### **29.09 Call-Back from Vacation**

- (1) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. In such cases, the employee shall return to work under objection and shall be entitled to grieve the call back under Article 8 (Grievance Procedure).
- (2) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred by himself/herself, in proceeding to

his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

- (3) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

### **29.10 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

## **ARTICLE 30 – COMPASSIONATE LEAVE**

**30.01** Compassionate leave of absence of three (3) days leave with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer in the event of the death of a member of the employee's immediate family. Immediate family is defined in this article as an employee's:

- an employee's parent (or alternatively step-parent)
- spouse or common law spouse
- child, or step-child or adopted child
- foster child who is living with employee foster parent for period exceeding one (1) year
- brother, sister
- father-in-law, mother-in-law
- grandparent, grandchild
- legal guardian or ward
- any relative permanently residing in the employee's home or with whom the employee permanently resides

In the event of the death of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law the employee shall be entitled to special leave under Article 31 for one (1) day for the purpose of attending the funeral.

**30.02** The employee may take up to two (2) additional days with pay when necessary to travel to attend the funeral of the employees' immediate family.

**30.03** If an employee is on vacation leave at the time of bereavement, the employee shall be granted the compassionate leave of three (3) days and shall be credited the appropriate number of days to vacation leave credits.

**30.04** Compassionate leave with pay shall not apply when an employee is on leave of absence without pay.

## **ARTICLE 31 – SPECIAL LEAVE**

**31.01** Regular post probationary employees will earn and be entitled to six (6) days of special leave per calendar year. These days are non-accumulative from year to year. For the purpose of administering this provision, the employee will be entitled to access special leave prior to earning the entitlement, however if an employee is granted paid special leave and fails to earn sufficient special leave by the end of the calendar year, the days granted with pay will be deemed to be a pay advance and the Employer will be entitled to recapture any monies owing at the end of the year or upon the employee leaving the employ of the agency.

As special leave credits are used, they shall continue to be earned up to the maximum.

Upon application to the Employer, special leave credits may be used for the following purposes only:

- (1) Employee Marriage – up to three (3) days;
- (2) Marriage of Employee's child – one (1) day;
- (3) Paternity – one (1) day;
- (4) Serious household or domestic emergency including illness in the immediate family of an employee and fire or

- flood in the employee's household – up to five (5) days in any one (1) year;
- (5) Graduation of self, spouse or dependent – one (1) day.
  - (6) Compassionate leave of two (2) days to attend a funeral of the employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law and (immediate blood relative only) aunt, uncle, niece and nephew.
  - (7) Cultural responsibility leave, five (5) days.

Special leave can only be utilized for the days an employee is regularly scheduled to work. An employee is not entitled to special leave for any event that occurs during an employee's vacation, scheduled day(s) off, while on suspension (either paid or unpaid) or on any other paid or unpaid leave.

Special leave will commence the day that the event occurs that would entitle an employee to special leave.

**31.02** If a regular full-time or regular part-time employee has not earned sufficient special leave credits, such employee may request a leave of absence without pay.

## **ARTICLE 32 – SICK LEAVE**

**32.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

**32.02** Regular employees who have completed their probationary period shall be granted sick leave credits on the basis of one and one-half (1½) days for each month worked to a maximum of ninety (90) days. Upon completion of the three (3) month probationary period an employee shall be credited with sick leave back to the employee's starting date.

**32.03** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet the requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

### **32.04 Workers' Compensation Benefit**

Injury–on-duty leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.

An employee injured on duty who is unable to attend work as a result of that injury will be entitled to apply for sick leave benefits, to the maximum of sick days the employee has available, while awaiting his/her compensation claim to be processed by "Worksafe B.C.". In order to access this benefit, the employee must authorize "Worksafe B.C." to pay the Employer an amount equivalent to the amount the employer provided in sick pay from any loss wage settlement in respect to the injury/accident.

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay, and all sick leave credits shall be restored to the employee including the first day.

**32.05** Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

**32.06** Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off.



**32.07** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Where medical and/or dental appointments cannot be scheduled outside the employees' working hours, sick leave with pay shall be granted.

**32.08** An employee who has exhausted their sick leave credits shall be granted an extended sick leave without pay. No employee shall be terminated by reason of having exhausted their sick leave credits.

### **32.09 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not oblige to take action against ICBC but the Employer shall be entitled to subrogate to the rights of the employee and take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from ICBC, the employee's sick leave credits shall be proportionately reinstated.

## **ARTICLE 33 – EDUCATION LEAVE**

### **33.01 Course/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee

and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

### **33.02 In-Service Education**

- (1) Employees scheduled by the Employer to attend in-service education seminars on other than a scheduled day off shall receive straight-time wages all hours in attendance at the seminar.
- (2) Employees required by the Employer to attend in-service education seminars on a scheduled day off shall receive compensation for all hours in attendance at the seminar in accordance with Articles 21 and 22.

### **33.03 Leave Without Pay**

After four (4) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to health service delivery, subject to the following provisions:

- (1) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months advance notice in writing of such request.
- (2) Every reasonable effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.
- (3) The Employer shall provide written reasons for the denial of leave pursuant to (a) above.
- (4) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave subject to the provisions in Article 36.02. Upon return to work, an employee shall be placed in his/her former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise his/her rights in accordance with Article 19.

### **33.04 Subsidy of Expenses**

If the leave granted is for one (1) year or more the Employer may subsidize some of the employee expenses involved provided the employee agrees in writing to return to work for the Employer after the leave for a period at least equivalent to the length of the leave taken. Any extension of such leave must be requested in writing. Prior to taking the leave, the employee may be required by the Employer to enter into a subsidy repayment agreement in the event the employee fails to return to work as agreed.

## **ARTICLE 34 – JURY DUTY AND LEAVE FOR COURT APPEARANCE**

**34.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received from the Crown for traveling and meals.

**34.02** In the event that an employee is accused of an offence or is party to a civil action which requires a court appearance, upon making a written request to the Executive Director or his Designate, the employee shall be granted a leave of absence without pay and without loss of seniority and benefits to appear in court or meet with his/her legal counsel.

## **ARTICLE 35 – INDEMNIFICATION AND REIMBURSEMENT OF LEGAL FEES**

**35.01** Except where there has been negligence on the part of an employee, the Employer will:

- (1) indemnify and save harmless the employee from any civil liability action arising from the proper performance of his/her duties for the Employer; and
- (2) assume all reasonable costs, legal fees and other expenses arising from any such action, provided that legal counsel representing the employee shall be appointed by the Employer or its insurers.

## **ARTICLE 36 – LEAVES OF ABSENCE**

### **36.01 Unpaid Leave**

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for such leave shall be in writing at least fourteen (14) days' notice, except in cases of emergency. The Employer shall make every reasonable effort to respond within seven (7) days and approval for such leave shall not be unreasonably withheld.

### **36.02 Unpaid Leave – Affecting Seniority and Benefits**

An employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her job and increment step, if applicable.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate seniority or benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave up to the last day of the unpaid leave and upon the employee's return to work such employee shall accumulate seniority and receive credit for previously earned benefits. If the leave of absence does not exceed six (6) months the employee may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance on a month to month basis. This article does not apply to leaves of absence under Article 36.06.

### **36.03 Unpaid Leave – Union Business**

- (1) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department concerned; provide, however, that these designated employees shall be paid by the Employer for time spent in attending meeting during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of ten (10) days' notice.
- (2) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specified periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department concerned. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (3) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (4) The foregoing provisions shall not limit the provisions of Articles 2.05, 8.03, 8.04, 8.08, 9.08I, 9.09, 14.01, 14.02, 46.01.
- (5) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply

to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

- (6) (a) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
- (b) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **36.04 Unpaid Leave – Public Office**

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority and with benefits under section (1) below and without benefits if elected under section (2) below:

- (1) for employees to seek election in Municipal, Provincial, Federal, Nisga'a Village Government, Nisga'a Lisims Government election or an election under the *Nisga'a Elections Act* for a maximum period of ninety (90) days;
- (2) for employees elected to a Municipal, Provincial Federal or Nisga'a Village Government or Nisga'a Lisims Government Public Office up to a maximum of five (5) years. Provided however this Article is subject to the Conflict of interest Rules of the Nisga'a Lisims Government and the *Nisga'a Elections Act* and Regulations. In any event, if any employee is elected as a Member and Director of the Employer such employee will resign as an employee of the Employer when he/she takes such office.

It is understood that if there is any conflict between the provisions of this Article and the provisions of the *Nisga'a Elections Act* and Regulations, the Act and Regulations will prevail to the extent of such conflict.

### **36.05 Time Off for Elections**

An employee shall be granted leave without loss of pay to ensure that the employee has four (4) consecutive hours off prior to the close of the polls in any Federal, Provincial, Municipal or Nisga'a Village Government or Nisga'a Lisims Government election or referendum in which the employee is eligible to vote.

### **36.06 Unpaid Leave – Relocation of Spouse**

At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated. During such leave an employee shall retain but not accumulate his/her seniority, and any applicable vacation, sick leave, special leave entitlements and benefits shall cease and Article 36.02 will not apply to such benefits. Upon return to work, the employee's seniority, applicable vacation, sick leave, special leave entitlements and benefits available to the employee immediately before his/her leave of absence shall be reinstated.

### **36.07 Compassionate Care Leave**

Employees will be granted a leave without pay consistent with the applicable federal legislation.

## **ARTICLE 37 – MATERNITY LEAVE**

### **37.01**

- (1) Any regular full-time or part-time employee who has completed three (3) months continuous employment with the Employer is entitled to a maternity leave of absence, without pay, for a period of eighteen (18) consecutive weeks or a shorter period if requested by the employee.
- (2) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a

- certificate from a physician stating that the employee is pregnant and estimating the probable date of birth.
- (3) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
  - (4) A request for a shorter period under subsection (3) must be given in writing to the Employer at least two (2) weeks before the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a physician stating that she is able to resume work.
  - (5) Medical complications of pregnancy including complications during an unpaid leave of absence for maternity reasons preceding the period stated in the *Employment Insurance Act* shall be covered by sick leave credits, if available, providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any other applicable wage loss replacement Act or plan.
  - (6) If an employee's pregnancy is terminated before a leave request is made under subsection (1), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The employee may be required to supply a certificate of a physician verifying the termination of pregnancy. Leave under this paragraph shall commence on the specified date noted by the physician.
  - (7) If an employee is unable to return to work following a leave of absence granted under either subsection (1) or subsection (6) above, the Employer shall upon request grant an employee a leave of absence extension not to exceed a total of six (6) additional consecutive weeks. To qualify, the employee must deliver a certificate of a physician verifying the necessity of the leave.



### **37.02 Parental Leave**

- (1) Upon written request an employee shall be entitled to parental leave without pay pursuant of Employment Standards Act or shorter period requested by the employee.
- (2) Where both parents are employees of the Employer, the employees shall determine the apportionment of the statutory parental leave between them.
- (3) An employee shall give four (4) weeks' notice prior to the proposed commencement of parental leave. The Employer may require the employee to provide a certificate of a physician stating the date of birth.
- (4) A parental leave shall commence:
  - (a) in the case of a mother, immediately following the maternity leave taken under Article 37.01, unless the Employer and the employee agree otherwise;
  - (b) in the case of the "other parent" following the birth or adoption of the child and within the seventy-eight (78) week period after the birth date or placement date, as applicable. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Article 3.
  - (c) if the child has a physical, psychological or emotional condition requiring an additional period of parental leave as certified by a Physician the employee is entitled up to five (5) additional weeks of unpaid leave beginning immediately after the end of the parental leave.

### **37.03 Combined Maternity/Parental Leave**

An employee's combined entitlement to leave under Article 37.01 and Article 37.02 above is limited to the statutory period set out in the Employment Standards Act.

### **37.04 Adoption Leave**

Any regular full-time or part-time employee who has adopted a

child shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for such leave. An employee requesting leave under this Article will make every reasonable effort to provide at least one (1) months written notice to the Employer.

### **37.05 Employment Deemed Continuous for Vacation Entitlement and Health Care Plan**

The service of any employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Articles 29 (Vacation entitlement) and 38 (Health Care Plan). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent.

## **ARTICLE 38 – HEALTH CARE PLANS**

### **38.01**

(1) The following benefits are available to regular employees pursuant to the terms and conditions of the Employer's Group Insurance Plan (the "Plan") for the duration of this Collective Agreement subject to any amendments or changes which may be agreed by the Union and the Employer.

(2) For the purposes of this Article:

"regular full-time employees" are those employees who work more than eighteen (18) hours a week averaged over a three (3) month period but less than full-time on a regularly scheduled basis.

"eligible dependents" include:

- (i) your legal or common-law spouse (a person with whom you have been living for at least one (1) year, and who is publicly represented as your spouse); and

- (ii) your unmarried children who are financially dependent on you, who are under age twenty-one (21), or age twenty-five (25) if full-time students at a recognized college or university. Group Health Benefits may be continued for a developmentally or physically disabled dependent child provided that you submit satisfactory proof to Canada Life of the child's disability within thirty-one (31) days of the limiting ages, and as required thereafter.
- (3) Membership in the Plan is a condition of employment for all eligible regular full-time and part-time employees.
- (4) The following benefits, except for the Medical Services Plan of B.C., will be available pursuant to the terms and conditions of the Plan to regular full-time and part-time employees except where otherwise specified and their eligible dependents, as above defined, immediately after the first three (3) months of continuous employment of each of them and until the termination of such employment.
- (5) The Medical Services Plan of British Columbia will be available to regular full-time and part-time employees as set out in Article 38.02.
- (6) The benefits and the terms and conditions of such benefits are summarized in the Nisga'a Valley Health Authority Group Insurance Plan Pamphlet, a copy of which shall be delivered to each regular full-time and part-time employee as defined above.

### **38.02 Medical Services Plan**

- (1) Regular full-time and part-time non-aboriginal employees and their eligible dependents shall be covered by the Medical Services Plan of B.C., or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.

- (2) The above medical plan becomes effective the first day of the month following the completion of the first three months continuous service and providing the employees referred to in 38.02(a) are eligible and their applications are received by MSP authority within sixty (60) days of the requested effective date.

### **38.03 Extended Health Coverage**

The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular full-time and part-time employees and their eligible dependents under the Plan which is mutually acceptable to the Union and the Employer. The Plan benefits and the terms and conditions of such benefits are set out in the above-mentioned Nisga'a Valley Health Authority Benefits Plan Pamphlet.

### **38.04 Dental Coverage**

The Employer shall pay all monthly premiums for regular full-time and part-time employees and their eligible dependents for a dental plan covering one hundred percent (100%) of the cost of the basic plan, and sixty percent (60%) of the extended plan, and sixty percent (60%) of the orthodontic plan available for eligible dependent children only (up to 21 years of age). Such dental coverage shall be available pursuant to the terms and conditions of the Plan.

### **38.05 Long Term Disability Insurance Plan**

The Employer will pay all monthly premiums for Long Term Disability Plan which is available to regular full-time employees and the dental clinic coordinator, the certified dental assistant and the dental assistant pursuant to the terms and conditions of the Plan.

### **38.06 Group Life Insurance Plan and Accidental Death and Dismemberment**

The Employer shall provide a Group Life Insurance Plan for regular full-time and part-time employees in accordance with the

terms and conditions of the Plan. The Plan under its terms provides basic life insurance in the amount of three hundred percent (300%) of annual earnings rounded to the next higher one thousand dollars (\$1,000.00) to a maximum of three hundred thousand dollars (\$300,000.00) and standard twenty-four (24) hours Accidental Death and Dismemberment Insurance. The Employer shall pay the premiums for the Group Life Insurance Plan.

## **ARTICLE 39 – PENSION PLAN**

**39.01** The Employer agrees to continue the present pension plan.

**39.02** The Employer agrees that at the time an employee retires, assistance will be given in the preparation and forwarding of the employee's application for pension.

## **ARTICLE 40 – EMPLOYMENT INSURANCE ACT**

**40.01** All employees affected by this Agreement shall be covered by the *Employment Insurance Act* or succeeding Acts.

## **ARTICLE 41 – WORK CLOTHING AND EMPLOYER PROPERTY**

### **41.01 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of the articles which are not returned.

### **41.02 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions (including an automobile) are damaged by a client, the Employer shall pay up to a maximum of two hundred dollars (\$200) for the repair or replacement costs of the article(s) provided such article(s) are suitable for use while on duty.

### **41.03 Employer to Continue to Supply Tools**

The Employer shall supply all tools required by the Employer for use by employees in the performance of their duties.

### **41.04 Uniforms**

The Employer shall supply and maintain uniforms and name tags (first name only) for employees who are required to wear same.

### **41.05 Protective Clothing**

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where the WCB requires the Employer to provide same.

## **ARTICLE 42 – POWER OUTAGES**

**42.01** Whenever an employee's work cannot be reasonably carried out during their regular working hours by reason of power outage, the Employer shall either provide temporary heat and light arrangements or allow the employee leave of absence without loss of pay and benefits during the duration of the power outage. This Article shall not apply if the employee fails or refuses to report for work unless advised by the immediate supervisor or his/her designate not to report for work.

## **ARTICLE 43 – SEVERANCE ALLOWANCE**

**43.01** Regular full-time or regular part-time employees who lose their employment other than for just cause, shall be entitled to receive notice pursuant to Article 19 (Layoff and Recall) or severance pay under this Article in lieu of notice in accordance with the following table:

- |   |   |
|---|---|
| 1) An employee with more than three (3) years continuous service: | Four (4) weeks' pay based on his/her straight-time hours in the employees' last four (4) weeks of employment. |
| 2) An employee with more than five (5) years continuous service:  | Six (6) weeks' pay based on his/her straight-time hours in the employee's last six (6) weeks of employment.   |
| 3) An employee with more than ten (10) years continuous service:  | Eight (8) weeks' pay based on straight time hours in the the employees last eight (8) weeks of employment.    |

**43.02** Any employee who accepts such severance pay forfeits any rights to recall and his/her seniority rights are extinguished upon acceptance of the pay. This Article applies to all severance payments referred to in this Collective Agreement and not just those referred to in this Article.

**43.03** If an employee is laid off and elects to remain on the layoff and is not called back within one year, his/her employment shall be deemed to be terminated at the end of the one year period and such employee will be entitled to severance pay under Article 43.01 based on the employee's time worked up to the layoff.

## **ARTICLE 44 – PAY DAYS**

**44.01** All employees will be paid in accordance with the Employer's current practices, namely, direct bank deposit or electronic deposit, unless otherwise agreed between the Employer and the Employee

**44.02** The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization

of all deductions.

**44.03** When a pay day falls on a non-banking day, the pay cheque or direct deposit or electronic deposit shall be given prior to the established pay day.

**44.04** Time Cards shall not be altered or changed in any manner without prior discussion with the employee affected.

## **ARTICLE 45 – BADGES AND INSIGNIA**

**45.01** Employees shall be permitted to wear recognized pins or insignia of the Union or shop steward badges and pins from recognized health care organizations.

## **ARTICLE 46 – NOTICE OF UNION REPRESENTATIVE VISIT**

### **46.01 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **46.02 Union Representatives**

- (1) The Employer agrees that access to its premises will be granted to a Union Staff Representative, or authorized alternate when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (2) The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.



- (3) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to the Union Representative or Stewards temporary use of an available confidential location.
- (4) The Employer agrees that access to its premises will be granted to union elected officers or other persons designated by the Union. The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

## **ARTICLE 47 – UNION ADVISED OF CHANGE AFFECTING TERMS OF COLLECTIVE AGREEMENT**

**47.01** The Union Staff Representatives shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

## **ARTICLE 48 – VACCINATION AND INOCULATION**

**48.01** The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. 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. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

**48.02** 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, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

## **ARTICLE 49 – OCCUPATIONAL HEALTH AND SAFETY**

### **49.01 Occupational Health and Safety Committee**

#### **(1) Statutory Compliance**

The Employer and the Union agree to cooperate in the promotion of safe and respectful working conditions, the prevention of bullying and workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

#### **(2) Occupational Health and Safety Committees**

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations pursuant to the *Workers' Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each Party appointing its own representatives.

(b) The Union agrees to actively pursue with the other Health Care Unions, where more than one union is certified with the Employer, a Joint Unions/Employer Committee for the purpose of the Occupational Health and Safety Regulations.

(c) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee. Employees who are members of the

committee shall be granted leave without loss of pay or receive straight time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

- (d) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding the workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposed to take to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to an expedited arbitrator under Article 10 provided such arbitrator shall make a written recommendation only and not a binding decision.
- (e) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* or Regulations.
- (f) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board and/or the Health Care Operational Health and Safety Agency to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will

foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

- (g) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Board will also make readily available information manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (h) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

#### **49.02 Aggressive Behaviour**

- (1) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (2) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.
- (3) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of workers from Violence in the Workplace regulations, the Employer will, in consultation with the Committee, establish appropriate

physical and procedural measures to eliminate or, where that is not possible, minimize the risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that his provision is at no cost to the Employer.

- (4) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

#### **49.03 Training and Orientation**

- (1) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- (2) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

#### **49.04 Communicable Disease**

The Employer agrees to take all possible safety precautions to deal with the threat of communicable diseases including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with communicable patients/clients.

#### **49.05 Video Display Terminals**

The Employer shall ensure that any new office equipment required for use in conjunction with VDT's shall meet the standards recommended by the Workers' Compensation Board.

#### **49.06 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall

be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site or the employee's residence whichever is the most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

#### **49.07 Injury Pay Provision**

Any employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her scheduled and assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.

Employees eligible for sick leave coverage pursuant to Article 32 shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the credits paid for the first day of injury shall be reinstated to the employee.

### **ARTICLE 50 – CONTRACTING OUT**

**50.01** The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

### **ARTICLE 51 – CASUAL EMPLOYEE**

**51.01** Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of ninety (90) calendar days in any one position or such longer period if agreed by the Union. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

- (1) Vacation relief;
- (2) Sick leave relief;

- (3) Education relief;
- (4) Maternity, paternity, adoption relief;
- (5) Compassionate leave relief;
- (6) Union business relief;
- (7) Relief pending filling regular employee appointment;
- (8) Temporary extraordinary work load relief not exceeding ninety (90) calendar days;
- (9) Such other relief as is provided in the Collective Agreement.

**51.02** Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree.

**51.03** Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within ninety (90) calendar days, that position shall be posted and filled pursuant to the provisions of Article 15 (Seniority) and 16 (Job Postings) of the Agreement.

**51.04** A casual employee who is appointed to fill in a position under Article 51.03 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is not a present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

**51.05** Casual employees are entitled to all benefits of the Collective Agreement except the following:

- Article 13 (Probation);
- Article 15 (Seniority);
- Article 18 (Technological Change);

Article 19 (Reduction in the Work Force);  
Article 22.09 of Article 22 (Overtime);  
Article 28 to 34 and Article 36 and 37 inclusive (Leaves);  
Article 38 (Health Care Plan);  
Article 39 (Pension Plan);  
Article 43 (Severance Allowance).

**51.06** Casual employees shall accumulate seniority on the basis of the number of hours worked.

**51.07** The manner in which casual employees shall be called to work shall be as follows:

- (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer in the immediate past three (3) years listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have worked in that job classification in descending order of hours worked.
- (2) The Employer shall call by telephone or cellular phone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times or the number of times the phone is programmed to ring if it is less than eight (8). In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called.
- (3) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job



classification and so on until a casual employee is found who is ready, willing and able to work.

- (4) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

### **51.08**

- (1) Except for regular employees who transfer to casual status under Section 51.13, casual employees shall serve a probationary period of four hundred eighty eight (488) paid hours. By written mutual agreement between the Employer and the Union, the probationary period may be extended by up to 163 working hours (equivalent to 1 month working time for full-time employees) with agreement of the union, provided written reasons are given for requesting such extension. Such agreement will not be unreasonably denied by the Union. During the probationary period casual employees may be terminated for unsatisfactory work.
- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period pursuant to Article 13.
- (3) Where a casual employee who has completed probation successfully bids into a regular position such employee shall not be required to serve another probationary period under Article 13.
- (4) Where a casual employee registers for work in a different classification the employee shall serve a qualifying period of four hundred eighty eight (488) paid hours. During the qualifying period, a casual employee may be returned to his/her previous classification for unsatisfactory service.

- (5) Subject to Article 51.08, paragraphs (1) to (4) above, casual employees shall not be dismissed except for just and proper cause.

**51.09** Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

**51.10**

- (1) The master casual employee seniority list and each classification registry shall be revised and 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 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order they are hired.
- (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- (3) Within two weeks of each adjustment date the Employer shall send to the Staff Representative of the Union a revised copy;
- (a) of the master casual seniority list; and
  - (b) of each classification registry maintained by the Employer.

**51.11** For the purposes of relating to the seniority of a casual employee to that of a regular employee, the seniority date or initial date of hiring of such employee shall be calculated by:

- (1) dividing his/her number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked:
- (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

**51.12** Casual employees shall receive eight point six percent (8.6%) of their straight time pay in lieu of scheduled vacations and statutory holidays.

**51.13** A regular employee who is laid off shall be entitled as a right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the trans converted to hours on the following formula:

- (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of 0.714: and then
- (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point five (7.5).

**51.14** Regular part-time employees may register for casual work under this Article except that Sections 51.08, 51.11 and 51.12 and shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work as a casual except that where the assignment is longer than four (4) days the employee shall be relieved of his/her regular

schedule at the option of the employee. All time worked shall be credited to the employer under the provisions of Article 15, 16.03, 28.06, 29, 31 and 32 of the Collective Agreement.

Sick leave credits accumulated under the provisions of Article 32 may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

**51.15** Casual employees shall move to an increment step, if applicable, indicated by accumulated hours of service with the Employer.

## **ARTICLE 52 – PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the Parties.

## **ARTICLE 53 – VARIATIONS – LETTERS OF UNDERSTANDING**

**53.01** The general provisions of this Agreement apply save and except where specific variations are provided in letters of understanding attached to this Agreement, which form part of this Agreement.

## **ARTICLE 54 – TERM OF AGREEMENT**

### **54.01**

#### **(1) Duration**

The terms and conditions of this Agreement shall be binding and shall remain in effect from April 1, 2019 until midnight March 31, 2022. No provisions shall be

retroactive prior to the date of ratification unless expressly so stated.

(2) **Change in Agreement**

Any change deemed necessary in this Agreement may be made by written agreement at any time during the life of this Agreement.

(3) **Notice to Bargain**

This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2021 but in any event not later than midnight December 31, 2021.

Where no notice is given by either party prior to December 31, 2021, both parties shall be deemed to have given notice under this Article on December 31, 2021.

(4) **Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of *bona fide* collective bargaining.

## **54.02 Effective Date of Wages**

The wages of regular full time, regular part time, and casual employees who are on the payroll as at the date of ratification shall be retroactive in accordance with the wage Schedule A. Such retroactive pay is based on straight time hours paid which include paid leaves and vacations.

## **ARTICLE 55 – WAGE SCHEDULE**

**55.01** Employees shall be compensated in accordance with the applicable wage Schedule A.

Signed on Jan. 27, 2020

On behalf of;  
the Hospital Employees'  
Union:

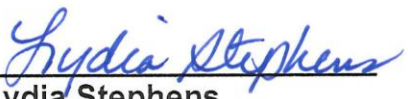
On behalf of;  
Nisga'a Valley Health  
Authority:

  
\_\_\_\_\_  
**Máire Kirwan**  
Coordinator – Private Sector


  
\_\_\_\_\_  
**Brandi Trudell-Davis**  
Chief Executive Officer

  
\_\_\_\_\_  
**Victor Porter**  
HEU Negotiator

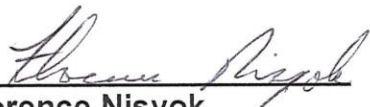
\_\_\_\_\_  
**Melanie Woods**  
Human Resource Advisor

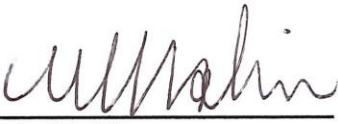
  
\_\_\_\_\_  
**Lydia Stephens**  
Nisga'a Bargaining Committee

  
\_\_\_\_\_  
**Orest Wakaruk**  
Financial Consultant/Board

  
\_\_\_\_\_  
**Karen Leeson**  
Nisga'a Bargaining Committee

  
\_\_\_\_\_  
**Lisa Gosnell**  
Corp Services Administrator

  
\_\_\_\_\_  
**Florence Nisyok**  
Nisga'a Bargaining Committee

  
\_\_\_\_\_  
**Mark Slobin**  
Nisga'a Valley Health  
Authority Negotiator  
(CSSEA)

## **SCHEDULE "A" WAGE RATES**

Effective April 1, 2019 (\$0.60 per hour increase subject to the classification review below).

Effective April 1, 2020 (\$0.60 per hour increase subject to the classification review below).

Effective April 1, 2021 (\$0.60 per hour increase subject to the classification review below).

### **Classification Review:**

The parties will engage in a classification review in accordance with Article 17 (Job Descriptions) of the following classifications to be concluded by no later than February 28, 2020:

Junior IT technologist  
Home support worker  
Maintenance worker  
Payroll clerk  
Medical records technician  
Bus driver

Following the classification review, if the parties deem it appropriate, they may agree to adjust the corresponding wage rate found in the Wage Schedule to be effective prospectively only.

## **LETTER OF UNDERSTANDING #1**

### **Wage Rates for New Hires**

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For positions within Employer covered by this collective agreement, all new employees will be subject to the following levels of compensation with respect to the applicable entry level wage rate:

- a) Level 1 – 85% of the job rate commencing at time of hire.
- b) Level 2 – 90% of the job rate after successful completion of the probationary period.
- c) Level 3 – 95% of the job rate after 1 year of employment.
- d) Level 4 – 100% of the job rate after 2 years of employment.



**Nisga'a Valley Health Authority / Hospital Employees' Union**  
**April 1, 2019 to March 31, 2022**

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**WAGE RATES:**

| Position                       | Current |       |       |       | April 1, 2019<br>\$0.60 wage increase |       |       |       |
|--------------------------------|---------|-------|-------|-------|---------------------------------------|-------|-------|-------|
|                                | 85%     | 90%   | 95%   | 100%  | 85%                                   | 90%   | 95%   | 100%  |
| C.C.H.R.                       | 22.82   | 24.16 | 25.50 | 26.84 | 23.42                                 | 24.76 | 26.10 | 27.44 |
| Home Care Nurse Assistant      | 22.72   | 24.06 | 25.39 | 26.73 | 23.32                                 | 24.66 | 25.99 | 27.33 |
| Community Home Care (HSW)      | 19.25   | 20.38 | 21.52 | 22.65 | 19.85                                 | 20.98 | 22.12 | 23.25 |
| Dental Assistant               | 19.00   | 20.12 | 21.24 | 22.36 | 19.60                                 | 20.72 | 21.84 | 22.96 |
| Certified Dental Assistant     | 20.75   | 21.97 | 23.19 | 24.41 | 21.35                                 | 22.57 | 23.79 | 25.01 |
| Dental Office Coordinator      | 21.23   | 22.48 | 23.73 | 24.98 | 21.83                                 | 23.08 | 24.33 | 25.58 |
| Finance – Accounts Payable     | 21.23   | 22.48 | 23.73 | 24.98 | 21.83                                 | 23.08 | 24.33 | 25.58 |
| Finance – Accounts Receivable  | 21.23   | 22.48 | 23.73 | 24.98 | 21.83                                 | 23.08 | 24.33 | 25.58 |
| Finance – Payroll              | 22.87   | 24.21 | 25.56 | 26.90 | 23.47                                 | 24.81 | 26.16 | 27.50 |
| Junior Technician              | 19.50   | 20.65 | 21.79 | 22.94 | 20.10                                 | 21.25 | 22.39 | 23.54 |
| Housekeeping                   | 17.97   | 19.03 | 20.08 | 21.14 | 18.57                                 | 19.63 | 20.68 | 21.74 |
| Maintenance Worker             | 19.25   | 20.38 | 21.52 | 22.65 | 19.85                                 | 20.98 | 22.12 | 23.25 |
| Maintenance Charge Hand        | 23.67   | 25.07 | 26.46 | 27.85 | 24.27                                 | 25.67 | 27.06 | 28.45 |
| Community Wellness Counsellors | 21.91   | 23.20 | 24.49 | 25.78 | 22.51                                 | 23.80 | 25.09 | 26.38 |

**Nisga'a Valley Health Authority / Hospital Employees' Union**  
**April 1, 2019 to March 31, 2022**

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| Position  | Current |       |       |       | April 1, 2019<br>\$0.60 wage increase |       |       |       |
|---|---------|-------|-------|-------|---------------------------------------|-------|-------|-------|
|   | 85%     | 90%   | 95%   | 100%  | 85%                                   | 90%   | 95%   | 100%  |
| <b>Youth<br/>Enrichment<br/>Worker</b>                  | 21.28   | 22.53 | 23.78 | 25.03 | 21.88                                 | 23.13 | 24.38 | 25.63 |
| <b>Family<br/>Violence<br/>Worker</b>                   | 25.90   | 27.43 | 28.95 | 30.47 | 26.50                                 | 28.03 | 29.55 | 31.07 |
| <b>Receptionists</b>                                    | 19.11   | 20.23 | 21.36 | 22.48 | 19.71                                 | 20.83 | 21.96 | 23.08 |
| <b>Non-Insured<br/>Health<br/>Benefits Clerk</b>        | 19.88   | 21.05 | 22.22 | 23.39 | 20.48                                 | 21.65 | 22.82 | 23.99 |
| <b>Medical Office<br/>Assistant</b>                     | 19.58   | 20.73 | 21.88 | 23.03 | 20.18                                 | 21.33 | 22.48 | 23.63 |
| <b>Certified<br/>Medical<br/>Records<br/>Technician</b> | 22.87   | 24.21 | 25.56 | 26.90 | 23.47                                 | 24.81 | 26.16 | 27.50 |
| <b>M/S Vision<br/>Clerk</b>                             | 21.24   | 22.49 | 23.74 | 24.99 | 21.84                                 | 23.09 | 24.34 | 25.59 |
| <b>Bus Driver</b>                                       | 21.05   | 22.29 | 23.52 | 24.76 | 21.65                                 | 22.89 | 24.12 | 25.36 |

**Nisga'a Valley Health Authority / Hospital Employees' Union**  
**April 1, 2019 to March 31, 2022**

| Position                       | April 1, 2020<br>\$0.60 wage increase |       |       |       | April 1, 2021<br>\$0.60 wage increase |       |       |       |
|--------------------------------|---------------------------------------|-------|-------|-------|---------------------------------------|-------|-------|-------|
|                                | 85%                                   | 90%   | 95%   | 100%  | 85%                                   | 90%   | 95%   | 100%  |
| C.C.H.R.                       | 24.02                                 | 25.36 | 26.70 | 28.04 | 24.62                                 | 25.96 | 27.30 | 28.64 |
| Home Care Nurse Assistant      | 23.92                                 | 25.26 | 26.59 | 27.93 | 24.52                                 | 25.86 | 27.19 | 28.53 |
| Community Home Care (HSW)      | 20.45                                 | 21.58 | 22.72 | 23.85 | 21.05                                 | 22.18 | 23.32 | 24.45 |
| Dental Assistant               | 20.20                                 | 21.32 | 22.44 | 23.56 | 20.80                                 | 21.92 | 23.04 | 24.16 |
| Certified Dental Assistant     | 21.95                                 | 23.17 | 24.39 | 25.61 | 22.55                                 | 23.77 | 24.99 | 26.21 |
| Dental Office Coordinator      | 22.43                                 | 23.68 | 24.93 | 26.18 | 23.03                                 | 24.28 | 25.53 | 26.78 |
| Finance – Accounts Payable     | 22.43                                 | 23.68 | 24.93 | 26.18 | 23.03                                 | 24.28 | 25.53 | 26.78 |
| Finance – Accounts Receivable  | 22.43                                 | 23.68 | 24.93 | 26.18 | 23.03                                 | 24.28 | 25.53 | 26.78 |
| Finance – Payroll              | 24.07                                 | 25.41 | 26.76 | 28.10 | 24.67                                 | 26.01 | 27.36 | 28.70 |
| Junior Technician              | 20.70                                 | 21.85 | 22.99 | 24.14 | 21.30                                 | 22.45 | 23.59 | 24.74 |
| Housekeeping                   | 19.17                                 | 20.23 | 21.28 | 22.34 | 19.77                                 | 20.83 | 21.88 | 22.94 |
| Maintenance Worker             | 20.45                                 | 21.58 | 22.72 | 23.85 | 21.05                                 | 22.18 | 23.32 | 24.45 |
| Maintenance Charge Hand        | 24.87                                 | 26.27 | 27.66 | 29.05 | 25.47                                 | 26.87 | 28.26 | 29.65 |
| Community Wellness Counsellors | 23.11                                 | 24.40 | 25.69 | 26.98 | 23.71                                 | 25.00 | 26.29 | 27.58 |

**Nisga'a Valley Health Authority / Hospital Employees' Union**  
**April 1, 2019 to March 31, 2022**

| Position                                    | April 1, 2020<br>\$0.60 wage increase |       |       |       | April 1, 2021<br>\$0.60 wage increase |       |       |       |
|---|---------------------------------------|-------|-------|-------|---------------------------------------|-------|-------|-------|
|   | 85%                                   | 90%   | 95%   | 100%  | 85%                                   | 90%   | 95%   | 100%  |
| <b>Youth Enrichment Worker</b>              | 22.48                                 | 23.73 | 24.98 | 26.23 | 23.08                                 | 24.33 | 25.58 | 26.83 |
| <b>Family Violence Worker</b>               | 27.10                                 | 28.63 | 30.15 | 31.67 | 27.70                                 | 29.23 | 30.75 | 32.27 |
| <b>Receptionists</b>                        | 20.31                                 | 21.43 | 22.56 | 23.68 | 20.91                                 | 22.03 | 23.16 | 24.28 |
| <b>Non-Insured Health Benefits Clerk</b>    | 21.08                                 | 22.25 | 23.42 | 24.59 | 21.68                                 | 22.85 | 24.02 | 25.19 |
| <b>Medical Office Assistant</b>             | 20.78                                 | 21.93 | 23.08 | 24.23 | 21.38                                 | 22.53 | 23.68 | 24.83 |
| <b>Certified Medical Records Technician</b> | 24.07                                 | 25.41 | 26.76 | 28.10 | 24.67                                 | 26.01 | 27.36 | 28.70 |
| <b>M/S Vision Clerk</b>                     | 22.44                                 | 23.69 | 24.94 | 26.19 | 23.04                                 | 24.29 | 25.54 | 26.79 |
| <b>Bus Driver</b>                           | 22.25                                 | 23.49 | 24.72 | 25.96 | 22.85                                 | 24.09 | 25.32 | 26.56 |

## **MEMORANDUM OF AGREEMENT # 1**

### **RE: TERM POSITIONS**

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The parties agree that on occasion there may be a need for the creation of a position on a term basis. Examples could be specific projects, pilot projects, research projects, etc.

These positions would be term in nature in that they have an expected end date.

#### **Process**

Term positions will be posted pursuant to Article 16.01 but will clearly state the end date.

Should there be no qualified internal applicant, the Employer will hire externally.

Individuals filling term positions shall be entitled to all benefits of this agreement except the following:

- Article 18 – Technological Change
- Article 19 – Lay off and recall
- Article 38.05 – Long Term Disability

At the expiration of a term position, an internal applicant will return to their previous position.

At the expiration of a term position, an external applicant will have the right to register on a casual list to which they meet the qualifications.

## **LETTER OF INTENT**

### **RE: OCCUPATIONAL HEALTH AND SAFETY**

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- I. The parties agree to the following commitments in regards to Article 49 – Occupational Health and Safety.
  1. Each Party will provide the names of the OH&S committee members within two weeks of ratification of the collective agreement.
  2. The committee will meet within four (4) weeks of ratification of the collective agreement and function consistent with the WCB regulations.
  3. The first Agenda items the parties will address are:
    - a. Process and procedures for dealing with violence in the workplace.
    - b. Training needs in areas such as WHIMIS, First Aid, and Personal Protective Equipment.
    - c. Vehicle safety concerns.
- II. The parties agree that there will be mandatory respectful workplace training for all Employer staff. Training will be provided within nine (9) months of ratification.

**MEMORANDUM OF UNDERSTANDING #1**

**RE: NATIONAL INDIGENOUS PEOPLES` DAY**

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The parties recognize that Employer does not provide a statutory holiday on National Indigenous Peoples Day.

However on that day, as per past practice, the Employer agrees to provide an opportunity for employees to participate and promote healthcare programs provided they obtain their supervisor's approval in advance. Such approval is subject to operational requirements.

## MEMORANDUM OF UNDERSTANDING #2

### RE: EDUCATION FUND

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The Employer will establish an education fund of \$20,000 (the "Fund"). The Fund is established for the purpose of providing financial assistance to employees to upgrade/enhance their academic credentials to meet the required qualifications for other jobs at the Employer. The Fund is separate from the Employer obligations set out in Articles 33.01 and 33.02 that address employer required education leaves and in-services.

The Fund may be used to assist in covering the following types of costs, in whole or in part:

1. Tuition
2. Transportation
3. Education fees and supplies
4. Examination fees
5. Wage replacement

The Fund will be administered by a joint sub-committee of the Labour Management Committee. The joint sub-committee will have two (2) employee and two (2) Employer representatives. Decisions on the application process, frequency of accepting applications, eligibility for education fund allocations and the amount of the allocations will be determined by the joint sub-committee following the receipt of employee applications. The joint sub-committee will work collaboratively in discussing and reaching decisions, and should it be unable to reach agreement on any decision, the matter will be referred to the CEO of the Employer for a final decision.

Employees submitting requests for education assistance from the Fund will be expected to show that they have applied for funding



***Nisga'a Valley Health Authority / Hospital Employees' Union  
April 1, 2019 to March 31, 2022***

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from other education funding sources and identify the amount that has been made available to them.

Once the Fund is depleted, the Employer's responsibilities under this Memorandum of Agreement are extinguished; the Employer's financial responsibility is strictly limited to the amount of the Fund identified above.

**LETTER OF AGREEMENT**

**RE: EXTENSION OF PROBATIONARY PERIOD**

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The probationary period may be extended by up to a further 163 working hours (equivalent to 1 month working time for full-time employees) beyond the extension period provided for in Article 13.01 or Article 51.08(1) with agreement of the Union. Such agreement will not be unreasonably denied by the Union.