

Collective Agreement

between

Nisga'a Valley Health Board

and

Hospital Employees' Union

December 7, 2000 (Ratification Date) to March 31, 2002

**Nisga'a Valley Health Board
-and-
Hospital Employees' Union**

Index to Collective Agreement

Article 1

- 1.01(a)(b) Preamble
- 1.01(c) **Recognition of Objectives**
- 1.01(d) **Future Legislation**
- 1.02 **No Discrimination**
- 1.03 **No Harassment**
- 1.04 **Sexual Harassment**
- 1.05 **Procedure for Filing Complaints**
- 1.06 **Complaints Investigation**
- 1.07 **No Discrimination for Union Activity**
- 1.08 **Hiring Preference**

Article 2 Recognition of the Union

- 2.01 **Sole Bargaining Agency**
- 2.02 **Union Shop**
- 2.03 **Check Off and Union Dues**
- 2.04 **Orientation**
- 2.05 **Recognition and Rights of Stewards**
- 2.06 **Bulletin Boards**

Article 3 Definitions

Article 4 Management Rights

Article 5 Unusual Job Requirements of Short Duration

Article 6 Picket Lines

Article 7 Union/Management Committees

- 7.01 **Union Bargaining Committee**
- 7.02 **Union/Management Committee**

Article 8 Grievance Procedure

- 8.01 Right to Grieve Disciplinary Action
- 8.02 Grievance Procedure
- 8.03 Dismissal, Suspension and Discipline

Article 9 Arbitration

Article 10 Expedited Arbitrations

Article 11 Abandonment of Position

Article 12 Equal Pay for Work of Equal Value

Article 13 Probationary Employees

Article 14 Evaluation Reports and Personnel Files

- 14.01 Employee Performance Evaluations
- 14.02 Personnel Files

Article 15 Seniority

Article 16 Job Postings

- 16.01 Job Postings and Applications
- 16.02 Promotion, Transfer, Demotion, Release
- 16.03 Qualifying Period

Article 17 Job Descriptions

Article 18 Technological Change

- 18.01 Preamble
- 18.02 Technological Change
- 18.03 Notification
- 18.04 Notice of Displacement
- 18.05 Disputes
- 18.06 Bumping

Article 19 Layoff and Recall

- 19.01-19.05 Layoff
- 19.06-19.10 Recall

Article 20 Job Training

Article 21 Hours of Work, Schedules and Flex-time

21.01-21.05 Hours of Work

21.06 Flex Time

21.07 Scheduling

21.08 Split Shifts

Article 22 Overtime

22.01 Definitions

22.02 Overtime Pay

22.03 Overtime on Day **OFF**

22.04 Overtime on Paid Holiday

22.05 Overtime Pay

22.06 Compensating Time **OFF**

22.07 Overtime for Part-Time Employees

22.08 Approval of Supervisor

22.09 **Right to Refuse** Overtime

22.10 Rest Interval After Overtime

22.11 Crisis Intervention Policy

Article 23 Call Back

Article 24 Call-in/Reporting

Article 25 On-Call Differential

Article 26 Relieving in Higher and Lower Positions

Article 27 Transportation and Meal Allowances

Article 28 Paid Holidays

28.01 Paid Holidays

28.02 Holidays Falling on a Saturday or Sunday

28.03 Holiday on a **Day** of Rest

28.04 Holiday Falling on a Schedule Work Day

28.05 Holiday Coinciding with a Day of Vacation

28.06 Holiday Pay for Regular Part-Time Employees

28.07 **Scheduling** of Lieu Days

Article 29 Vacations

29.01-29.02 Vacation Entitlement

29.03 Vacation Period

29.04 Splitting of Vacation Periods

- 29.05 Vacation Pay
- 29.06 Vacation Non-Accumulative
- 29.07 Vacation Entitlement Upon Dismissal
- 29.08 Reinstatement of Vacation Days - Sick Leave
- 29.09 Call-Back from Vacation
- 29.10 Vacation Credits Upon Death

- Article 30 Compassionate Leave

- Article 31 Special Leave

- Article 32 Sick Leave

- Article 33 Education Leave
 - 33.01 Course/Examinations at the Request of the Employer
 - 33.02 In-Service Education
 - 33.03 Leave Without Pay
 - 33.04 Subsidy of Expenses

- Article 34 Jury Duty and Leave for Court Appearance

- Article 35 Indemnification and Reimbursement of Legal Fees

- Article 36 Leaves of Absence (Unpaid)
 - 36.01 Unpaid Leave
 - 36.02 Unpaid Leave - Affecting Seniority and Benefits
 - 36.03 Unpaid Leave - Union Business
 - 36.04 Unpaid Leave - Public Office
 - 36.05 Time Off for Elections
 - 36.06 Relocation of Spouse

- Article 37 Maternity Leave
 - 37.01 Maternity Leave
 - 37.02 Parental Leave
 - 37.03 Combined Maternity/Parental Leave
 - 37.04 Adoption Leave
 - 37.05 Employment Deemed Continuous for Vacation Entitlement and Health Care Plan

- Article 38 Health Care Plans
 - 38.01 Group Insurance Plan
 - 38.02 Medical Services Plan
 - 38.03 Extended Health Coverage
 - 38.04 Dental Coverage

38.05 Long Term Disability Insurance Plan

38.06 Group Life Insurance Plan

Article 39 Pension Plan

Article 40 Employment Insurance Act

Article 41 Work Clothing and Board Property

41.01 Return of Employer Property on Termination

41.02 Personal Property Damage

41.03 Board to Continue to Supply Tools

41.04 Uniforms

41.05 Protective Clothing

Article 42 Power Outages

Article 43 Severance Allowance

Article 44 Pay Days

Article 45 Badges and Insignia

Article 46 Notice of Union Representative Visit

46.01 Union and Board Representation

46.02 Union Representatives

Article 47 Union Advised of Change Affecting Terms of the Collective Agreement

Article 48 Vaccination and Inoculation

Article 49 Occupational Health and Safety

49.01 Occupational Health and Safety Committee

49.01(a) Statutory Compliance

49.01(b) Occupational Health and Safety Committees

49.02 Aggressive Behaviour

49.03 Training and Orientation

49.04 AIDS

49.05 Video Display Terminals

49.06 Transportation of Accident Victims

49.07 Injury Pay Provision

Article 50 Contracting Out

Article 51 Casual Employees

Article 52 Printing of the Agreement

Article 53 Variations-- Letters of Understanding

Article 54 Term of Agreement

54.01(a) Duration

54.01(b) Change in Agreement

54.01(c) Notice to Bargain

54.01(d) Agreement to Continue in Force

54.02 Effective Date ~~of~~ Wages

54.03 Wage **Re-opener**

Article 55 Wage Schedule

Schedule "A" - Wage Schedule

Letters of Understanding

No. 1 Multi-Level **Care** Facility

No. 2 Dental Clinics

No. 3 Article 15 (Conversion of Days **to** Straight Time Hours for Purposes of Seniority)

No. 4 Driver's License Requirement in Job Descriptions

No. 5 Receptionist Relief

No. 6 New Hires

Memorandum of Settlement

Memorandum of Agreement

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Article 1

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

- (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 Board for whom the Union has been certified as the bargaining agent;
- (b) The parties recognize that the employer is the Nisga'a Valley Health Board 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 Objectives

- (c) The Board 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 Board and its employees as set out in the Constitution of the Board which is attached as Schedule "1". Such Constitution shall not form part of this Collective Agreement.

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 Board 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 (ii) above, either party may submit the matter to arbitration pursuant to Article 9 of the Collective Agreement.

1.02 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.

1.03 No Harassment

- (a) The Board and the Union recognize the right of employees to **work** in an environment free from harassment. The Parties agree to foster and promote **such an** environment.
- (b) The Parties agree that substantiated cases of harassment including **sexual** harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined **as** deliberate 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 Board, on any of the prohibited ground of discrimination under the *Canadian Human Rights Act*.
- (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.

1.04 Sexual Harassment

- (a) The Union and the Board recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.
- (b) Sexual 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.

1.05 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Board designate or through the Union to the Board 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 Board 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 Board 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 Board 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 Board 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.

1.06 **Complaints Investigation**

By mutual agreement between the employee, the Board 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,

- (i) investigate the complaint;
- (ii) determine the nature of the complaint; and
- (iii) 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.

1.07 **No Discrimination for Union Activity**

The Board and the Union agree that there shall be no **discrimination**, interference, restriction, **or** coercion exercised **or** practised with respect to **any** employee for reason **of** membership or activity in the Union.

1.08 **Hiring Preference**

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

Article 2 - RECOGNITION OF THE UNION

2.01 **Sole Bargaining Agency**

The Board 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 Board or its representative which may conflict **with** the terms of this Agreement.

2.02 Union Shop

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

- (a) applying for membership in the Union which membership they **shall** maintain, or
- (b) 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 2.02.

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.

2.03 Check Off and Union Dues

- (1) The **Board 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 Board 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 twenty-eight (28) days following the end of the month in which the deduction was made and the Board shall also provide the following information for each employee:

- Employee surname and first name
- Job classification
- **Sex**

- Gross pay
- Dues amount deducted

- (5) The above information may be supplied on a computer **disk or** tape provided that the Union's computer system is compatible with the Board's and the Board has the capability. Where the information is not provided **on a disk or** tape, it will be provided on hard copy.
- (6) Before the Board is obliged to deduct any amount under 2.02(a) and (b) above, the Union must advise the Board in writing of the amount of **the** deductions. The amount so advised **shall** continue to be the amount to be deducted until changed by further written notice to the Board from the Union. **In all cases**, the Union shall provide the Board with a reasonable notice period to implement any **change**.
- (7) At the same time the income Tax (T-4) slips are **made** available, the Board, 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 Board's payroll period.
- (10) Where the dues authorization form consists of multiple copies, the Board will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

2.04 **Orientation**

- (1) The shop steward shall be advised of the date, time and place of Board 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 Board'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 Board 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.

2.05 Recognition and Rights of Stewards

- (a) The Board 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 Gitwinksihlkw.
- (b) The Union agrees to provide the Board with a list of the employees designated as Stewards and alternates. The Board will provide the Union with the names and position of its designated representatives for dealing with Stewards.
- (c) A Steward, or his/her alternative where the Steward is absent, 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 not be unreasonably withheld. A Steward on leave to perform such duties shall remain in the village where the Steward works. On resuming his/her normal duties, the Steward shall notify his/her supervisor.

Stewards may be granted leave without pay not exceeding two (2) days, three (3) days for Kincolith to represent a member of the Union in any health centre referred to in 2.05(a) above. Such leave will not be unreasonably withheld.

- (d) The duties of a Steward shall include:
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee who the Steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Board.

2.06 Bulletin Boards

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

Article 3 - DEFINITIONS

3.01 "Board" means the Nisga'a Valley Health Board.

"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.

"Employees 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.

"**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 New Aiyansh.

"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 Board's management representative, a telephone conference call to discuss such matter or matters including grievances.

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 - MANAGEMENT RIGHTS

4.01 Management Rights

The management of the **Board's** business, **and** the direction of the working forces including **the hiring, firing, promotion and demotion** of employees is vested exclusively in the **Board**, 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 Board and published to employees **on** bulletin **or** notice boards, or by general distribution, provided such rules **are** not in conflict with **this** Agreement.

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) member of the Bargaining Unit and the Secretary-Business Manager or his/her representative. The Union shall advise the Board of the Union members on the Committee.

7.02 Union/Management Committee

- (a) The Parties agree to establish a Union/Management Committee comprised of two (2) Union Representatives and two (2) Representatives of the Board, unless otherwise agreed between the Union and the Board. There shall be ~~an~~ equal number of Union and Board Representatives.
- (b) The Committee shall meet in person or by telephone conference call, at the call ~~of~~ either party at a mutually agreeable time and place but not more than twice in any year. Employees shall not suffer any loss of ~~pay~~ for time ~~spent~~ attending meetings of the Committee.
- (c) ~~A b a r d~~ Representative and a Union Representative shall alternate in presiding over the meetings.
- (d) 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 Board 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**

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand; or
 - (3) adverse reports;

- (b) 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.
- (c) 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.
- (d) The Board 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

- (a) The Board and the Union recognize that grievances may arise concerning:
 - (1) 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
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (c) Where the Union or the Board submits a policy or general grievance, such grievance will be in writing and will commence at Step 2 of the grievance procedure.
- (d) The time limits set out below may be altered by agreement of the parties.

Step 1:

Within fifteen (15) calendar days after the Occurrence of the grievance or within fifteen (15) 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 fourteen (14) calendar days from the discussion the immediate supervisor designated by the Board 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 or 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 Executive Director or designate by the Union Steward or Union Committee Member.

Within fifteen (15) 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:

A Union/Management Committee comprised of two (2) Union Representatives and the Secretary-Business Manager or **his/her** designate and two (2) Board Representatives and the Executive Director or his designate, or one (1) Board Representative and the Executive Director and designate **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 Board 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 Board shall not dismiss or discipline an employee except for just and reasonable cause. Notice of dismissal or suspension 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 Executive Director or designate 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 Board.
- (6) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

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 an arbitrator mutually acceptable to both parties, or if both parties agree to an Arbitration Board.

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. J. Kinzie
2. J.E. Dorsey
3. H.A. Hope, Q.C.
4. M. Jackson
5. S.F.D. Kelleher
6. D.C. McPhillips
7. J. Korbin
8. D.R. Munroe, Q.C.
9. Wayne Moore

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 of 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 Board 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.

(a) 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:

- (a) The Board and the Union may by mutual agreement submit a grievance to expedited arbitration.
- (b) The location of the hearing **is** to be agreed to by the parties. Failing agreement the expedited arbitrator shall determine the location.

- (c) The Parties shall make every effort to make use of an agreed to statement **of** facts.
- (d) **All** presentations are to be short and **concise** and are to **include a comprehensive** opening statement.
- (e) The Parties agree to make *limited use of authorities* during their presentations.
- (f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (h) The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.
- (i) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (j) **All** settlements of proposed expedited arbitration cases made prior to **hearing** shall be without **prejudice**.
- (k) The parties **shall** equally **share the costs** of the fees and **expenses** of the arbitrator.
- (l) The expedited arbitrators, **who shall act as** sole arbitrators, **shall** be any **one** of those named in Article 9.04 or any other arbitrator agreed to by the parties.
- (m) 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.
- (n) It is understood that it is not the intention of either party to **appeal a** decision of an expedited arbitration proceeding.
- (o) **Any suspension** for alleged cause that is not dealt with under this Article shall be referred immediately to Article 9 for resolution.

Article 11 - ABANDONMENT OF POSITION

11.01 An employee who fails to report for duty for three (3) consecutive **work** days without informing the Board 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 Board.

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 three (3) calendar months of continuous service with **the** Board, a **full-time employee** shall **be** a probationary employee. For a **part-time** employee the **probation period shall** consist of the first **four** hundred and fifty (450) scheduled hours worked. By written mutual agreement between **the Board** and the Union, the **probationary period may** be extended by one (1) **calendar month** provided written reasons are given **for requesting such** extension.

13.02 **During** the three (3) month 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**

- (1) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient **opportunity to meet** with the Executive Director or designate to read, review and ask questions about **the** evaluation. Employees will be **paid** for time incurred attending such meetings. The employees **will be given up** to seven (7) days to read, review and sign the evaluation.

- (2) The evaluation form shall provide for 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. An** employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.
- (3) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employees, and any such changes shall be subject to the grievance procedure of this Agreement.
- (4) An employee shall receive a copy of his/her evaluation at the time of signing.
- (5) All performance evaluations shall be carried out in a confidential manner.

14.02 Personnel Files

- (1) With reasonable written notice given **to** the Board, **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 fourteen **(14)** 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 Board adequate written notice prior to having access **to** such file. Access to the file shall be no later than fourteen **(14) 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 written consent, except **in** the proper operation of the Board'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** Board, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Board, 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 Board. 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 Article 15.02(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 31st will be provided by the Board to the Union on or before March 31st of the following year.

15.04 Loss of Seniority

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

- (a) the employee is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) the employee abandons his/her position;
- (d) the employee is on layoff for more than one (1) year;
- (e) 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 Board. 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 Board 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

- (a) **An** employee accepting a continuous position **with the Board which is outside** of the bargaining unit shall retain his/her seniority accumulated prior to the date of leaving the bargaining unit.
- (b) An employee temporarily substituting in an excluded position with the Board 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) If the vacancy or new job has a duration **of** thirty (30) days or more, such 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 shall, **before** being filled, be posted for a minimum **of** fourteen **(14)** calendar **days**, in a manner which gives **all** employees access **to** such information.
- (b) Notwithstanding (a) above, if the vacancy is a temporary one of less than **ninety** (90) days, the position shall not be posted and instead **shall** be filled **as follows**:
 - (1) Where practicable, by qualified regular full-time employees who have indicated in writing their desire to **work** in such positions, consistent with the requirements of Article 16.02. If the application of this paragraph requires the Board to pay overtime to the employee pursuant to Article 22 (Overtime) the proposed move shall not be made; or
 - (2) By casual employees, including regular part-time employees registered for casual **work** in accordance with Article 51 (Casual Employees).
- (c) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.
- (d) **An** employee granted a temporary promotion, transfer or voluntary demotion shall return to his/her former job and pay-rate without loss of seniority and benefits when such temporary promotion, transfer or voluntary demotion terminates.

- (e) The Board shall also consider applications for those employees who are on paid or unpaid leave of absence including annual vacation, and who have filled in an application form before each absence, stating the **jobs** they would be interested in applying for should a vacancy or new job occur in their absence.
- (f) When operational requirements make **it** necessary, the Executive Director or designate may make temporary appointments pending the posting and consideration of applicants for the vacancy pursuant to Article 16.01 (a) or (b) above.
- (g) **A** copy of all postings shall be sent to the designated Union representative within the fourteen (14) calendar days referred to **in** Article 16.01 **(a)** above.
- (h) The Board shall, within five (5) **working days**, inform all applicants of the name of the successful applicant either in writing or posting the name of the successful applicant in the same manner in which the vacancy was posted.
- (i) The Board agrees to **supply** to the Union the **names** of all applicants **for a** vacancy or new position in the course of grievance investigation relating **to** job **postings**.

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

- (a) 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.
- (b) 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.
- (c) **Any** other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and rate without loss of seniority and accrued benefits.

- (d) **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 paragraph(b) of this Section.

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 measured.

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. Unless notice of objection by the Union is given to the Board within **sixty** (60) calendar days after such notice, the wage rate **and job** description shall be considered to have been agreed.

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 does object within the above **sixty** (60) **day** period, the matter, if not resolved may be subject to the dispute resolution process (Articles 8 and 9). The Arbitrator's jurisdiction in respect of such dispute shall be limited to job classification and **pay** rate issues.

Article 18 - TECHNOLOGICAL CHANGE

18.01 Preamble

The Board 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:

- (a) the introduction by an **employer** into work, undertaking or business of equipment or material of a different nature or **kind** than that previously utilized by the employer in the operation of the work, undertaking or business; and
- (b) 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 Board to affected employees and the Union shall contain the following information:

- (1) The **nature of such change.**
- (2) **The** date on which the Board **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 Board 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 Board 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 months 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 the village where he/she is employed in accordance with his/her seniority provided that he/she possesses the ability 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 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 Board 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 Board 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 Board 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 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:

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

When practicable and subject to available financing the Board may implement **any** of the above-mentioned programs or any other programs which the Board considers advisable **and** in those circumstances and when necessary the Board 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 Except as otherwise provided in this Article, 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 (**37 ½**) hours per week, Monday through Friday.

21.02 **Except** as otherwise provided in this Article, hours of work each day shall be seven and one half (**7 ½**) hours exclusive of meal times scheduled between the hours of 08:30-17:00. Employees

currently working 08:00-16:30 shall continue to work those hours. Other employees may by mutual agreement between such employees and the Executive Director **work from** 08:00 to 16:30 each day.

21.03 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) minutes paid rest period.

21.04 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.

21.05 Notwithstanding Articles 21.01 to 21.04 the Executive Director or designate **may** schedule hours of **work** outside the time referred to in Article 21.02 above provided such hours of work do not exceed the hours set out in Article 21.01. The Executive Director shall schedule such hours in consultation with the employee(s) concerned. Such schedules will not be changed unless the Executive Director or designate **gives** two (2) weeks written notice of change to the affected employees. Schedules shall be five (5) consecutive days at seven and one-half (7 ½) hour days.

21.06 Flex-time

For the purpose of this **Article**, flex-time means hours worked by employees who are given written authority by the Executive Director or designate 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, **and** providing that:

- (a) the work **day shall** not **exceed** ten (10) hours, except where the employee specifically requests and the employer agrees; and
- (b) full-time employees shall perform work on at least four (4) days in any calendar week; and
- (c) employees shall average seventy-five (75) hours of work in each two (2) week period; and
- (d) employees shall continue to be subject to periodic specific instructions from the Executive Director or designate to **attend** at particular places and at particular times **as** required; and
- (e) 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 (7 ½) hours, provided at least seven and one-half (7 ½) hours are required to complete the averaging period. If less than seven and one-half (7 ½) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence;
- (f) 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.

21.07 Scheduling Provisions

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

- (a) If the Board 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.
- (b) 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.
- (c) When 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.
- (d) Employees may exchange schedules provided there is no increase in costs to the Board.
- (e) If the **Board** changes a schedule without giving a **minimum of fourteen (14) calendar days** advance notice and **such change** requires and **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**.

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

Article 22 - OVERTIME

22.01 Definitions

- (a) "Overtime" means work **performed** in excess of the normal **daily** hours or weekly hours outlined in Article 21.
- (b) "Straight-time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times (1½ x) the straight-time **pay**.
- (d) "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**:

- (a) the rate of time and one-half ($1\frac{1}{2} \times$) of their basic hourly rate of pay for the first three (3) hours of overtime worked on a scheduled work day and double time ($2 \times$) thereafter;
- (b) 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 Paid Holiday

If a full-time employee works overtime on a paid 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 ($1\frac{1}{2} \times$) 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 Board and shall be taken within twenty-four (24) calendar weeks of the Occurrence of the overtime. The Board 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

- (a) **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.
- (b) A part-time employee working less than the normal days per week of 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.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.
- (d) If a part-time employee works in excess of 7.5 hours on a paid 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 Board 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 Board 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 Board shall be paid his/her regular rate of pay for the entire period spent at the board'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 Board 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 Board.

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.

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 **Board shall** receive reimbursement for the use **of** the vehicle in accordance with **Board policy**.

27.02 Where an employee **uses** his/her own motor vehicle to conduct Board business at the request of the Board and to the extent that the ICBC insurance premiums are necessarily increased to recognize such usage, the employee shall **arrange** to obtain "businessuse" coverage and submit the relevant invoice to the Board. **Upon** receipt of **such** invoice the Board 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 Board business or to attend workshops **or** seminars at the request of the Executive Director **or** designate shall receive if required, a meal, accommodation, travel, allowance, and incidental expenses in accordance with the Board Policy.

Article 28 - PAID HOLIDAYS

28.01 Paid Holidays

(a) The following have been designated as paid holidays:

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

- (b) **Any** other paid 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 Holidays Falling on a Saturday or Sunday

For an employee whose work week is from Monday to 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 it 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 Holiday on a Day of Rest

- (a) When a paid 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 Executive Director or Designate.
- (b) 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 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 Holiday Coinciding with a Day of Vacation

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

28.06 Holiday Pay For Regular Part-Time Employees

Regular part-time employees shall receive four point two percent (4.2%) 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 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 - VACATIONS

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 employees **who are** employed **for** less than one (1) year **shall** be paid four and one-half (4 ½) per **cent** 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**:

- (a) After one (1) years' continuous service - ten (10) working days' vacation,
- (b) After two (2) years' continuous service - fifteen (15) working days' vacation,
- (c) **After** five (5) years' continuous service - twenty (20) working days' vacation,
- (d) After seven (7) years' continuous service - twenty-five (25) working **days**' vacation,
- (e) **After** ten (10) years' continuous service - thirty (30) working days' vacation,
- (f) After fifteen (15) **years**' continuous service - thirty-three (33) **working days**' vacation,
- (g) After eighteen (18) years' continuous service and thereafter annually - thirty-five (35) working days' vacation

29.03 Vacation Period

- (a) The choice of vacation period shall be granted to employees on the basis **of** seniority with the Board except where the period requested would be detrimental to the operational requirements of the Board.
- (b) 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.

- (c) Vacation schedules, once approved by the Board, shall not be changed except in the cases of emergency, and except by mutual agreement between the employee and the Board.

29.04 Splitting of Vacation Periods

- (a) 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 not more than two (2) periods subject to the approval of the Board.
- (b) 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.
- (c) 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 Board 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

- (a) **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 Board following consultation with the employee.
- (b) **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

- (a) 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).
- (b) 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 Board.
- (c) 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 Executive Director or designate 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 stepchild or adopted child
- foster child who is living with employee foster parent for a 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 Effective April 1, 2000, for hours worked, an employee shall earn special leave credits with pay **up** to a maximum of 150 hours (twenty (20) days) at the rate of one-half (½) day (3.75 hours) every 150 hours (four (4) weeks).

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

Upon application to the Executive Director or designate special leave credits may be used for the following purposes only:

- (1) Employee Marriage - **up** to five (5) 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 one (1) **week** in any one (1) year;
- (5) Adoption leave - one (1) day on day of adoption;
- (6) Foster parent placement - one (1) day on **day** of placement;
- (7) T'il luulak' Leave - two (2) one-half (½) days (twice **only** in any one (1) year);
- (8) Xts'ihln'iinak'amskw Leave - one-half (½) day (twice only in any one (1) year);
- (9) Graduation **of** spouse or dependent - one (1) day.
- (10) Compassionate leave of one (1) day to attend a funeral of the employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.
- (11) **Christmas Shopping** - Kincolith only - one (1) **day**

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

31.03 Upon termination for any reason, except for cause, an employee shall be paid out a cash amount **equal** to not more **than** one payroll period of **10 days** of **his** or her unused special leave credits **at his** or her straight time rate of pay or his/her remaining leave credits which ever is the lesser.

Article 32 - SICK LEAVE

32.01 The following sick leave provisions **may** be **varied** by mutual agreement between the Union and the Board 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 this requirement can lead to dismissal. Employees must notify the Board as promptly as possible of any absence from duty because of sickness and employees must notify the Board 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 shall be granted reasonable injury-on-duty leave with **pay** if it is determined by the Provincial Workers' Compensation Board that he/she is unable to perform his/her duties **and** the employee agrees to pay to the Board or authorize the Workers' Compensation Board to **pay** to the Board any amount received by him/her for loss of wages in settlement of **any** claim he/she **may have** in respect of **such** compensable injury or 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 employee's **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 An employee shall utilize his/her sick leave credits until the Weekly Indemnity Plan provided under the Board's Group Plan commences at day 13 for illness or injury not compensable by the Workers' Compensation Board, at the rate of seventy-five (75%) percent of **wages** in accordance with the terms and conditions of such Weekly Indemnity Group Insurance Plan.

32.10 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 Board to pay sick pay shall **rank** after ICBC. Notwithstanding such liability, the Board shall pay the employee **such sick leave pay** as would otherwise be payable under this Agreement. The employee shall not be obliged to take **action** against ICBC but the b a r d 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** Board shall **be** reimbursed any sick leave pay that it may have paid to the employee.

Where the b a r d 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 Board 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 Board.

33.02 In-Service Education

- (a) Employees scheduled by the Board to attend in-service education seminars on other than a scheduled day off shall receive straight-timewages all hours in attendance at the seminar.
- (b) Employees required **by** the Board 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:

- (a) 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.
- (b) Every reasonable effort shall be made by the Board to comply with such requests, providing that replacements to ensure proper operation of the Board can be found.
- (c) The Board shall provide written reasons for the denial of leave pursuant to (a) **above**.
- (d) 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 Board may subsidize some **of** the employee expenses involved provided the employee agrees in writing to return to work for the Board 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 Board 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 defence (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 Board 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 offense 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 Board **will**:
- (a) indemnify and save harmless the employee from **any** civil liability action arising from the proper performance of his/her duties for the **Board**; and
 - (b) assume all reasonable costs, legal fees and other **expenses** arising from any such action, provided that legal counsel representing the employees **shall** be appointed by the Board or its insurers.

Article 36 - LEAVES OF ABSENCE

36.01 Unpaid Leave

Subject to operational requirements, the Board may grant a leave **of** absence without pay to **an** employee requesting such leave. Request for such leave **shall** be in **writing** with at least fourteen **(14) days notice**, except in cases of emergency. The **Board 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 (21st)** 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 Board'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

- (a) 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; provided, however, that these designated employees shall be paid by the Board for time spent in attending meetings **during** working hours whenever their attendance is requested by *the* Board. 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.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific 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.
- (c) 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.
- (d) The foregoing provisions **shall** not limit the provisions of Articles 2.05, 8.03, 8.04, 8.08, 9.08, 9.09, 14.01, 14.02, 46.01.
- (e) **Every effort** will be made by the **Board to** retain employees on unpaid leave of absence for **Union business** on the **Board's** payroll **and** where such employees **are** retained, **the Union shall** reimburse the Board 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.
- (f) (i) 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.
(ii) 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 Board shall grant, on written request, leave of absence without pay and without gain or loss of seniority and with benefits under paragraph (a) below and without benefits if elected under paragraph (b) below:

- (a) 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;
- (b) 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 Nisga'a Valley Health b a r d such employee will resign as an employee of the Board 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 **that 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.

Article 37 - MATERNITY LEAVE

37.01

- (a) Any regular full-time or part-time employee who has completed has completed three (3) **months** continuous employment with the Board 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.

- (b) An employee shall notify the Board 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 Board may require the employee to provide a certificate from a physician stating that the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), 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.
- (d) A request for a shorter period under subsection (c) must be given in writing to the Board at least two (2) weeks before the employee indicates she intends to return to **work** and the employee must furnish the Board with a certificate of a physician stating that she is able to resume work.
- (e) 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.
- (f) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Board, 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.
- (g) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or subsection (f) above, the **Board** 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

- (a) Upon written request an employee shall be entitled to parental leave without pay pursuant of *Canada Labour Code* or shorter period requested by the employee.
- (b) Where both parents are employees of the Board, the employees shall determine the apportionment of the statutory parental leave between them.

- (c) **An** employee shall give four (4) weeks notice prior *to* the proposed commencement of parental leave. The Board **may** require the employee to provide a certificate of a physician stating the date of birth.
- (d) **A** parental leave shall commence:
 - (1) in the case of **a** mother, immediately following the maternity leave taken under Article 37.01, unless the Board and the employee agree otherwise;
 - (2) in the case of the “other parent”, following the birth of the child and within the fifty-two (52) week period after the birth date. **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.
- (e) **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 *Canada Labour Code*.

37.04 Adoption Leave

Any regular full-time or part-time employee who has completed three (3) months of continuous employment with the Board shall, upon request, be granted leave of absence without pay for up to *six* (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Board, 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) month’s written notice to the Executive Director or Designate.

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 Board 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

(a) The following benefits are available to regular employees pursuant to the terms and conditions of the Board'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 Board.

(b) For the purposes of this Article:

"regular full-time employees" are those employees who work full time on a regularly scheduled basis.

"regular part-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.

(c) Membership in the Plan is a condition of employment for all eligible regular full-time and part-time employees.

(d) 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.

(e) 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.

- (f) The benefits and the terms and conditions of such benefits are summarized in the Nisga'a Valley Health Board 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

- (a) 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 Board. The Board shall pay one hundred percent (100%) of the premium.
- (b) 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 Board 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 Board. The Plan benefits and the terms and conditions of such benefits are set out in the above-mentioned Nisga'a Valley Health Board Benefits Plan Pamphlet.

38.04 Dental Coverage

The Board 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 Board 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

The Board 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 **Board** shall **pay** the premiums **for the Group Life Insurance Plan**.

Article 39 - PENSION PLAN

39.01 The Board agrees to continue the present pension plan.

39.02 The Board 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 BOARD PROPERTY

41.01 Return of Board Property on Termination

Employees must return to the Board all Board property in their possession at **the** time of termination of employment. The Board 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 Board 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 Board to Continue to Supply Tools

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

41.04 Uniforms

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

41.05 Protective Clothing

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

- | | |
|---|---|
| a) An employee with more than three (3) years continuous service: | Two (2) weeks pay based on his/her straight-time hours in the employee's last two (2) weeks of employment |
| b) An employee with more than five (5) years continuous service: | Three (3) weeks pay based on his/her straight-time hours in the employee's last three (3) weeks of employment |
| c) An employee with more than ten (10) years continuous service: | Four (4) weeks pay based on straight-time hours in the employee's last four (4) weeks of employment |

43.02 Any employee who accepts such severance pay forfeits any rights of 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 regular full-time and part-time employees will be paid in accordance with the Board's current practices, namely, direct bank deposit or electronic deposit, unless otherwise agreed between the Board and the Employee. Casual Employees will be paid by cheque and such cheque will be presented in a way as to maintain confidentiality of the cheque/stub.

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 Board Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union. To implement this the Union shall supply the Board with the names of its officers and similarly, the Board 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

- (a) The Board agrees that access to its premises will be granted to a Union Staff Representative, or authorized **alternate** when dealing or negotiating with the Board, or **when** investigating and **assisting** in the settlement of a grievance.
- (b) The Union Representative shall provide reasonable notice to the board 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 Board's business.
- (c) In order to facilitate the orderly, **as** well as the confidential investigation of grievances, **the Board** will **make** available to the **Union** Representative or Stewards temporary use of an **available confidential** location.
- (d) The Board 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 Board 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 Board'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 Board which shall affect the terms of this Agreement.

Article 48 - VACCINATION AND INOCULATION

48.01 The Board agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Board 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 Board 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 Board, at the request of and at the expense of the Board, 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

(a) Statutory Compliance

The Board and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of 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.

(b) Occupational Health and Safety Committees

- (1) 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 made pursuant to the **Workers' Compensation Act**. The Committee shall be between the Board and the Union, with equal representation, and with each Party appointing its own representatives.

- (2) The Union agrees to actively pursue with the other Health Care Unions, where more than one union is certified with the Board, a Joint **Unions/Board** Committee for the purpose of the Occupational Health and Safety Regulations.
- (3) 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.
- (4) 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 Board. Within twenty-one (21) days thereafter, the **board** shall advise the Committee what steps it has taken or proposes to take to rectify the **safety-related** workload problem identified by the Committee. If the Union is not satisfied with the Board'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.
- (5) No employee **shall** be disciplined for refusal to **work when** excused by the provisions of the *Workers' Compensation Act* or Regulations.
- (6) 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.
- (7) The Board 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 Board will provide appropriate safety clothing and equipment.

- (8) 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

- (a) 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.
- (b) When the Board is aware that a client/resident has a history of aggressive behaviour, the Board will make such information available to the employee. Upon admission, transfer or assignment the Board will make every reasonable effort to identify the potential for aggressive behaviour.
- (c) 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 **Board**. 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 Board will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize the **risk**. The Board shall **make** every reasonable effort to ensure that sufficient **staff** are present when any such treatment or care is provided. It is understood that this provision is at no **cost** to the Board.
- (d) 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

- (a) 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.
- (b) The Board shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

49.04 . AIDS

The Board agrees to take all possible safety precautions to deal with the threat of the AIDS virus, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

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

49.05 Video Display Terminals

The Board shall ensure that any new office equipment required for use in conjunction with VDTs 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 Board. The Board 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 Board.

49.07 Injury Pay Provision

An 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 Board 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 EMPLOYEES

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 Board may call casual employees to perform the following work:

- (a) Vacation relief;
- (b) Sick leave relief;
- (c) Education relief;
- (d) Maternity, paternity, adoption relief;
- (e) Compassionate leave relief;
- (f) Union business relief;
- (g) Relief pending filling regular employee appointment;
- (h) Temporary extraordinary work load relief not exceeding ninety (90) calendar days;
- (i) 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 Articles 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 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);

Articles 28 to 34 and Articles 36 & 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 Board shall maintain **both** (a) a master casual **seniority** list which shall include **all** casual employees employed by the Board 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 Board 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 Board 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 less than eight (8). In the **event of a busy signal**, the employee shall be recalled after two (2) minutes and if it 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 Board 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**. **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 Board 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 Board.

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 two percent (8.2%) 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 Board 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 transfer 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 8, 11, and 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 employee 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 Board.

Article 52 - PRINTING OF THE AGREEMENT

52.01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Board will provide sufficient copies of the Agreement for distribution to regular employees and the copying expense shall be shared equally between the parties.

52.02 The Board will make additional copies on the same basis as above, which will be available to casual employees.

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

(a) **Duration**

The terms and conditions of this Agreement except for the provisions of Article 54.03, shall be **binding** and shall remain in effect from the date of ratification by the parties until midnight March 31, 2002. No provisions shall be retroactive prior to the date of ratification unless expressly ~~so~~ stated.

(b) **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.

(c) 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, 2001 but in **any** event not later **than** midnight December 31, 2001.

Where no notice is given by either party prior to December 31, 2001, both parties shall be deemed to have given notice under this Article on December 31, 2001.

(d) 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 full time and part time regular employees who are on the payroll as at the date of ratification (Article 54.01) shall **be** retroactive in accordance with the wage Schedule A. Such retroactive pay is based on applicable straight time rates for straight time hours worked which include paid leaves and vacations.

54.03 Wage Re-opener

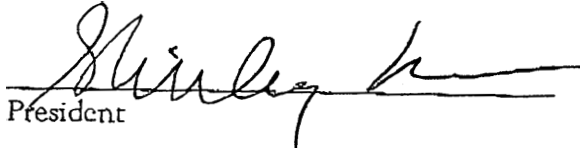
The term of the collective agreement will be the ratification date by both parties to March 31, 2002 with a wage re-opener April 1, 2001 with no agreed arbitration in the event of an impasse on wages.

Article 55 - **WAGE SCHEDULE**

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

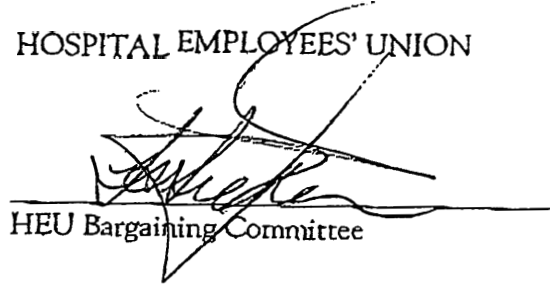
DATED this 19th day of February, 2001.

NISGA'A VALLEY HEALTH BOARD

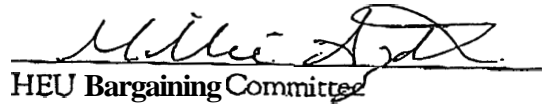

President

Executive Director

HOSPITAL EMPLOYEES' UNION


HEU Bargaining Committee


HEU Bargaining Committee


HEU Bargaining Committee


HEU Bargaining Committee


Chris Alhutt,
Secretary-Business Manager

SCHEDULE 1

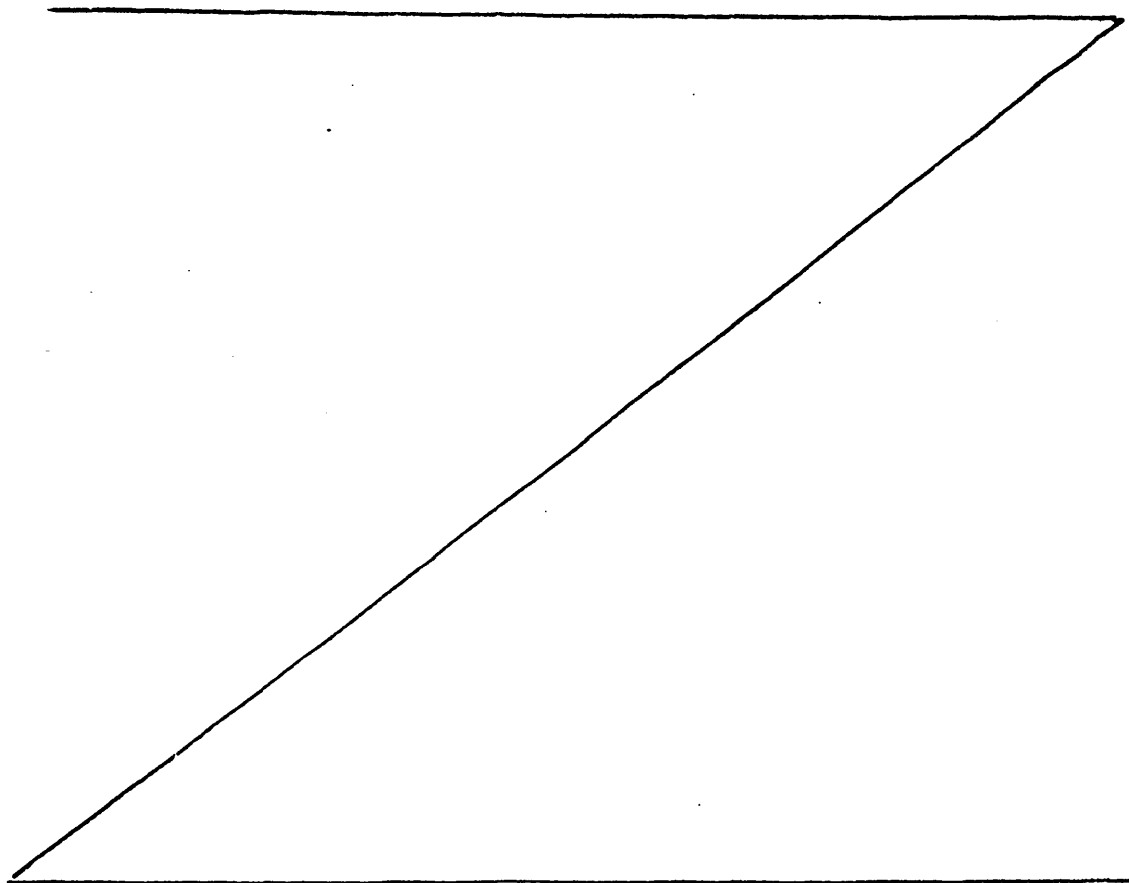
**CONSTITUTION AND BY LAWS
OF THE NISGA'A VALLEY HEALTH BOARD**

Filed and Registered October 16th, 1984

Amended by Special Resolution dated September 11, 2000 and filed with Registrar

1. The name of the Board is the Nisga'a Valley Health Board. (hereinafter to be referred to as "the Board").
2. The purposes of the Board are:
 - (a) to establish, administer and improve health services, public health services and facilities in respect to such services, for which the Board as an existing institution recognized under Chapter 7 of the Constitution of the Nisga'a Nation, is responsible to people residing in Local Health Area No. 92 or its successor, established under the *Health Authority Act of British Columbia* (hereinafter referred to, for geographic descriptive purposes only, as "Local Health Area No. 92");
 - (b) to work cooperatively with government and other responsible agencies or institutions to improve the quality of social services as they relate to health services in Local Health Area No. 92;
 - (c) to act as an advocate with government and other responsible agencies or institutions to improve the quality of health services and social services for Nisga'a citizens residing in the Nisga'a Urban Locals of Terrace, Prince Rupert/Port Edward and Greater Vancouver, established in the Treaty and any other Nisga'a Urban Local Area determined in accordance with Nisga'a Law;
 - (d) to establish and operate non-profit hospital institutions, and other health centers in Local Health Area No. 92;
 - (e) to provide and improve programs to prevent and suppress contagious and infectious diseases and in that connection to work cooperatively with other public health authorities and institutions;
 - (f) to promote interest in welfare and safety matters relating to the wellness of the people residing in Local Health Area No. 92, and to other Nisga'a citizens referred to in the Treaty;

- (g) to inquire into, investigate and whenever practical, implement other measures, such as traditional Nisga'a cultural, spiritual, healing and counselling practices to be blended with the techniques of modern science; and
 - (h) to employ all person necessary to carry out the purposes and objections of the Board.
3. In the event of winding up or dissolution of the Board, funds and assets of the Board remaining after the satisfaction of its' debts and liabilities, shall be given or transferred to the Nisga'a Nation to be donated to another charitable organization. This clause is unalterable.
 4. If effect cannot be given to the aforesaid provisions, then such funds shall be given or transferred to same other Nisga'a organization, provided however that any such organization referred to in this paragraph shall be a registered charity in the Nisga'a Valley as recognized by the Canada Customs and Revenue Agency, and qualified as such under the provisions of the Income Tax Act of Canada from time to time. This clause is unalterable.
 5. The purpose of the Board shall be carried out without purpose of gain to its' members and any profits or other accretions to the Board shall be used for promoting it's purposes. This clause is unalterable.



Schedule "A" – Wage Rates

Position	No. of Employees	Current Wage Rates	1999-2000 1 April to March 31	2000-2001 1 April to March 31	**New Hires Start Rate as of Date of Ratification
Accounts Payable Clerk	1	12.30	13.50	15.05	14.59
Accounts Receivable Clerk	1	12.00 (May 1, 2000)		15.05	14.59
Alcohol & Drug Counselor	5	1 X 15.24 4 X 15.70	17.00	18.25	17.70
Brighter Futures Youth Worker	2	2 X 14.35	16.00	17.75	16.73
Certified Dental Assistant	1	14.35	16.00	17.25	16.73
Claims Assessor Clerk (July 1999)		14.55	14.55 (July 1999)	14.90	14.45
Community Health Representative	5	1 X 15.70 2 X 16.24 1 X 18.54 1 X 18.94	17.25 17.25 19.54 19.94	19.25 19.25 19.54 19.94	18.67 18.67 18.67 18.67
Dental Assistant	1	12.30	13.30	14.65	14.21
Dental Office Coordinator	1	15.38	16.40	17.70	17.16
Environmental Health Officer	1	25.24	26.24	26.75	25.94

Schedule "A" – Wage Rates

Position	No. of Employees	Current Wage Rates	1999-2000 1 April to March 31	2000-2001 1 April to March 31	**New Hires Start Rate as of Date of Ratification
Family Therapist (March 31, 2000)	1	21.03	22.25	24.00	23.28
Family Violence Counselor/Coordinator	1	21.03	22.03	22.50	21.82
Health Information Systems Clerk (May 1, 2000)				15.65	15.18
Home Care Nurse Assistant (December 1999)		15.00	17.25 (December 1999)	19.25	18.67
Housekceying (* Incumbent Only)	4	1 X 12.67 1 X 12.99 1 X 14.00 1 X 14.57	14.00 14.00 15.00 15.57	14.45 14.45 15.45 15.57*	14.01 14.01 14.01 14.01
Lab/X-Ray Technician	1	23.83	24.83	25.75	24.97
Maintenance (New Aiyansh)	1	18.50	19.50	20.00	19.40
Maintenance/Housekeeping Worker	1	14.35	15.35	15.85	15.37
Medical Office Assistant (New Aiyansh)	1	14.35	15.35	16.60	16.10

Schedule "A" – Wage Rates

Position	No. of Employees	Current Wage Rates	1999-2000 1 April to March 31	2000-2001 1 April to March 31	**New Hires Start Rate as of Date of Ratification
Medical Services Plan Premium Clerk (August 28, 2000)		14.35		14.80 (August 28, 2000)	14.35
Patient Transportation Clerk	4	2 X 13.43 1 X 14.12 1 X 14.33	15.50	16.20	15.71
Payroll Benefits Clerk	1	17.02	18.02	19.00	18.43
Medical Records Technician	1	17.32	18.32	19.00	18.43
Provincial Health Finance Clerk	1	20.48	20.48	20.75	20.12
Receptionist - Greenville	1	15.18	16.18	16.18	15.66
Receptionist (New Aiyansh)	1	14.63	15.63	16.15	15.66
Receptionist/Clerk (Applicable Satellite Centres)	1	14.63	15.63	16.15	15.66

** New Hire Start Rate - see Letter of Understanding "Re New Hires"

Letter of Understanding

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Re: Multi-Level Care Facility

1. **Whereas** the Board has informed the Union that it is actively pursuing a Memorandum of Understanding with the provincial **Ministry** of Health concerning the possibility of the construction and operation of the above facility at New Aiyansh:
2. **It is Understood and Agreed** that if such Memorandum of Understanding is reached concerning the construction and operation of the above facility which may involve shift **work** and hourly paid non-nursing staff not included in the collective agreement, the **Board** and the Union will meet for the **purpose** of negotiating an agreement concerning the **terms and** conditions of the employment of such **staff**.

Letter of Understanding

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Re: Dental Clinics

1. **Subject to the availability of the dentists, due to weather and/or to meet their respective work schedules, the hours of work will be determined by the primary dentist and will be scheduled between the following hours:**

During Monday to Friday: 08:00 to 18:30 hours

And on Saturday ~~from:~~ 09:00 to 18:30 hours,
depending on Patient demand

2. Except as otherwise provided in this Letter of Understanding, the hours of work for each regular employee in The **Clinic**, exclusive to meal times, **shall** be seven and one-half (7 ½) hours in one day, or **thirty-seven and one-half (37 ½) hours** in each week.
3. The current practice with respect to the scheduling and cancelling dental clinics shall be maintained for the duration of this Collective Agreement. When the Dental Clinic is not open for patients the Certified Dental Assistant and Dental Assistant shall be deemed to be on leave without pay.
4. Dental Clinic employees excluding the Dental Clinic coordinator shall be paid a percentage of their annual gross salary in lieu of vacations based on their vacation entitlement pursuant to Article 29.02 of the Collective Agreement. Such percentage payments will be included in their respective pay cheques issued bi-weekly.

Letter of Understanding

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Re: Article 15 (Seniority)

In order to convert the length of employment ~~from~~ days to straight time hours for the purposes of seniority (Article 15) the Board will deliver to the Union a seniority list based on straight time hours for all regular full-time and part-time employees.

The Union will notify the Executive Director or designate within 60 calendar days if it does not **agree** with the seniority period of any of the above employees. If the Union does not question any of the employees seniority dates within the above 60 day ~~period~~ the list shall be deemed to be **agreed** between the Board, the Union and the employees.

Letter of Understanding

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Re: Drivers Licences Requirements in Job Description

1. The Employer and the Union agree to work co-operatively to encourage individuals **who** are current employees to **obtain** a B.C. Drivers Licence if a licence is required in their job description.
2. **Each employee** not **in** possession of a drivers licence shall be dealt with on an individual basis and the Board agrees that one solution does not apply to all.
3. The Board agrees that time **off** with pay shall be granted to take all necessary exams and tests, namely one (1) day **for** the written test and two (2) days for the road tests.
4. No current employee shall be removed from his/her current position for failure to obtain a drivers licence.
5. Except for Peter Stevens, the above employees will make every reasonable effort to enter the Graduated Drivers Licence Program within thirty (30) days after ratification of the Collective Agreement and to obtain a Learner's Licence for the required **six** (6) month period and thereafter the Novice Licence and regular licence in accordance with the time requirements of the Program.
6. Peter Stevens, whose current duties include a requirement to drive a Board vehicle, will enter the program within two (2) weeks from his return from vacation in September 2000 and write the road test and make every reasonable effort to obtain a Learner, Novice and regular driver's licence within the time frame set out in the Program. In the meantime until he obtains his Learners licence he must not drive any Board vehicle.
7. Board will pay for the return flight (Kincolith/Rupert) for each of the three (3) days referred to in paragraph 3 for Kincolith employees required to have a license.

Letter of Understanding

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Re: Receptionist Relief

It is **understood** that the past and current practice is that various employees relieve the receptionist **at** the Joseph Samuel Gosnell Memorial Health Centre and the satellite centres during lunch hour and coffee breaks in accordance with relief schedules agreed to amongst themselves.

It is agreed that the above practice will continue and will not constitute any breach of the collective agreement.

Letter of Understanding

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

Re: New Hires

1. As at the date of ratification of the Collective Agreement and after, new hires into job positions set out in the Wage Schedule (except for Housekeeping and Maintenance jobs) will start at a pay rate which is 3% per hour less than the stated rate and will receive the stated rate on the first annual anniversary after their respective start dates.
2. New hires in Housekeeping and Maintenance jobs will start at a pay rate which is 3% per hour less than the stated rate and will receive the stated rate upon the successful completion of their respective probationary periods.
3. The Wage Schedule will reflect the above agreement **and** the hourly rate at the start dates and the hourly **rates** at the final date **as** agreed above will be set out in the Wage Schedule "**A**" to the Collective Agreement.

Memorandum of Settlement

BETWEEN:

NISGA'A VALLEY HEALTH BOARD

AND:

HOSPITAL EMPLOYEES' UNION

It is understood and agreed as follows:

1. **All** the written Articles, Letters of Understanding and wage schedules agreed by the parties during collective bargaining and mediation constitute the proposed collective agreement.
2. The Bargaining Committee of the Board will actively recommend the proposed collective agreement to the Board and the Nisga'a Lisims Government for ratification.
3. The Bargaining Committee of the Union will actively recommend the proposed collective agreement to the Board employees certified by the Union and the Provincial HEU **Bargaining** Committee.
4. The ratification date will be the date on which **all** the parties referred to in paragraph 2 & 3 above, have ratified the proposed collective agreement.
5. The terms and conditions of the proposed collective agreement will be in force and effect **as** of the date of ratification referred to in paragraph 4 and only the wage scheduled will be retroactive and payable to eligible employees.
6. Subject *to* ratification referred to in paragraph 4 above, the retroactive wage payment referred to **in** the proposed collective agreement will be made to eligible employees by December 15, 2000.
7. The two committees will review the whole of the Collective Agreement for errors or omissions prior to preparing it in the agreed final form.