



The Professional Institute  
of the Public Service  
of Canada



First Nations Health Authority  
Health through wellness

**COLLECTIVE AGREEMENT BETWEEN  
THE FIRST NATIONS HEALTH AUTHORITY AND  
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

**Naut'samawt:**

*One heart, one mind, one spirit  
- we are part of a whole.*

**EXPIRES  
MARCH 31, 2020**



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## **PREAMBLE**

The employees who are part of this agreement have been supporting the wellness of First Nations people in British Columbia through the provision of health care and other services for many years and confirm their continued commitment to this objective now and into the future.

The FNHA emerged from the vision outlined in the following agreements:

Transformative Change Accord (2005), Transformative Change Accord: First Nations Health Plan (2006), Consensus Paper: British Columbia First Nations Perspectives on a New Health Governance Arrangement (2011), British Columbia Tripartite Framework Agreement on First Nations Health Governance (2011), and Consensus Paper: Navigating the Currents of Change; Transitioning to a New First Nations Health Governance Structure (2012).

On October 1, 2013, the transfer of health services from Health Canada to the First Nations Health Authority (FNHA) occurred. This led to the relationship between FNHA, the Public Service Alliance of Canada (PSAC), and the Professional Institute of the Public Service of Canada (PIPSC).

**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

**1.1** The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable, harmonious, and mutually beneficial relationships may be established and maintained between the Employer, the employees and the Union, to the mutual benefits of the parties to this Agreement. The provisions of this Agreement apply to the Union, employees and the Employer.

**1.2** The parties to this Agreement share a desire to improve the quality of the services provided by the First Nations Health Authority, to maintain professional standards, and to promote the well-being and increased efficiency of its employees to the end that the First Nations of British Columbia will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the FNHA in which members of the bargaining units are employed.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

**2.1** For the purpose of this Agreement:

**“allowance”** means compensation payable for the performance of special or additional duties, education, or for the purposes of retention and recruitment.

**“bargaining unit”** means the employees of the Employer in the group described in Article 25, Recognition;

**“common-law partner”** means a person living in a conjugal relationship with an employee for a continuous period of at least one year;

**“compensatory leave”** means leave with pay in lieu of cash payment for overtime, work performed on a designated holiday, travelling time compensated at overtime rate and call-back. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment or salary range as determined by the FNHA on the day immediately prior to the day on which leave is taken.

**“continuous employment”** is one or more periods of service as an indeterminate and/or term full-time or part-time employee of the First Nations Health Authority with allowable breaks only as provided for within the terms of the collective agreement. The recognition of continuous employment with Canada requires that an individual accepted a Reasonable Job Offer (“RJO”) from the First Nations Health Authority.

**“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);

**“day”** means a twenty-four (24) hour period commencing at 00:00 hour

**“day of rest”** in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave;

**“designated paid holiday”** means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement;

**“double time”** means two (2) times the employee’s hourly rate of pay;

**“employee”** means a person who is a member of the bargaining unit specified in Article 25.

**“Employer”** means First Nations Health Authority (FNHA) and includes any person authorized to exercise the authority of the FNHA.

**“Former Health Canada Employee”** means a person who was appointed to a position within Health Canada, as a Federal Public Service Employee, prior to accepting a Reasonable Job Offer (RJO) with First Nations Health Authority

**“headquarters area”** has the same meaning as given to the expression in the Travel Policy;

**“holiday”** means:

the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a paid holiday in this Agreement.

however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

on the day it commenced, where half (1/2) or more of the hours worked fall on that day;  
or

on the day it terminates, where more than half (1/2) of the hours worked fall on that day.

**“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5);

**“Institute”** means the Professional Institute of the Public Service of Canada;

**“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

**“leave”** means authorized absence from duty;

**“membership dues”** means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;

**“overtime”** means:

(a) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;

or

(b) in the case of a part-time employee, authorized work in excess of seven decimal five

(7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday;

or

- (c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions (clauses 39.11), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week.

**“remuneration”** means pay and allowances.

**“spouse”** will, when required, be interpreted to include “common-law partner”.

**“straight-time rate”** means the employee hourly rate of pay;

**“time and one-half”** means one and one half (1 1/2) times the employee’s hourly rate of pay;

**“Union”** means the Professional Institute of the Public Service British Columbia First Nations Health Authority Group (PIPSC - BCFNHA Group)

**“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176.

**2.2** Except as otherwise provided in this Agreement, expressions used in this Agreement,

- (a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,

and

- (b) if defined in the Interpretation Act, but not defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Interpretation Act.

**ARTICLE 3  
APPLICATION**

**3.01** The provisions of this Agreement apply to the Union, employees and the Employer.

**ARTICLE 4  
MANAGEMENT RIGHTS**

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

**ARTICLE 5  
PUBLICATIONS AND AUTHORSHIP**

**Preamble**

For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products and computer software.

**5.1** The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

**5.2** The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate Employer files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in Employer publications.

**5.3** When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

**5.4**

(a) The Employer may suggest revisions to a publication and may withhold approval to publish.

- (b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

**ARTICLE 6**  
**HOURS OF WORK AND SHIFT WORK**

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

**Clauses 6.02 to 6.07 do not apply to NU employees on shift work**

**6.2 Hours of work - General**

(a) This paragraph does not apply to the DE, MD and NU groups.

The scheduled work week shall be thirty-seven decimal five (37.5) hours and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

(b) Subparagraphs (i) to (v) apply to the NU Group only.

- (i) For employees engaged in non-shift work, the normal work week shall be thirty-seven decimal five (37.5) hours and the normal work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 a.m. and 6 p.m.
- (ii) When normal hours, other than those provided in subparagraph 6.02(b)(i), are in existence when this Agreement is signed, the Employer, on request, will consult with the Union on such hours of work and in such consultation establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. Where normal hours are to be changed so that they are different from those specified in paragraph 8.02(b), the Employer, except in cases of emergency, will consult in advance with the Union on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service.
- (iii) It is understood that consultation may be held at the local level and will be referred to the appropriate Employer and Union levels before implementation.
- (iv) Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative

authorized to act on behalf of the Union for consultation purposes.

- (v) When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two decimal five (52.5) hours without at least two (2) consecutive days of rest.
- (c) Subparagraphs (i) to (iii) apply to the DE and MD groups only.
  - (i) The normal hours of work shall average thirty-seven decimal five (37.5) hours per week over each four-week (4) period. Subject to the approval of the Employer, the hours of work shall be arranged to suit an employee's individual duties.
  - (ii) A reconciliation of hours of work will be made by the employee and the immediate supervisor for each four-week (4) period. In computing the hours of work within the period, vacation and other leaves of absence will account for seven decimal five (7.5) hours per day.
  - (iii) Where operational requirements permit, the normal work week shall be Monday through Friday.

### **6.3 Flexible hours**

- (a) This clause does not apply to employees in the MD and DE groups.

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven decimal five (7.5).

For Economics and Social Science employees only:

Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 7:00 a.m. and 6:00 p.m.

#### **Article 6.03 (b) applies to Computer Systems employees only.**

- (b) The representative of each of the parties hereto shall, during the currency of this agreement, meet and consider the practicality of instituting work schedules that vary from seven decimal five (7.5) hours per day, Monday through Friday each week and/or vary from five (5) days per week. The parties shall make every reasonable effort to establish mutually acceptable work schedules that are consistent with operational requirements and shall particularly consider any specific proposals made by an employee or employees. If employees' requests for a

variation in hours of work are consistent with the needs of the operational requirements, then such requests shall be implemented.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

#### **6.4 Days of Rest**

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

#### **6.5 Monthly Attendance Registers**

Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.

#### **6.6 Compressed Work Week**

- (a) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-one (21) or a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty- one (21) day period or in every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- (c) Implementation of this clause is subject to Article 48, Variations in Hours of Work.

**6.7** When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal work day.

**Articles 6.08-6.18 apply to Computer Systems and Economics and Social Science employees only**

**6.8 Shift Work**

When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees:

- (a) work an average of thirty-seven decimal five (37.5) hours per week exclusive of meal breaks;
- (b) obtain at least two (2) consecutive days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

**6.9** Every reasonable effort shall be made by the employer to consider the wishes of the employees concerned in the arrangement of shifts within a shift schedule.

**6.10** The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- (b) to avoid excessive fluctuation in hours of work;
- (c) to post shift schedules at least twenty-one (21) days in advance.

**6.11** The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

**6.12** The Employer shall set up a shift schedule, which shall cover a period not exceeding two (2) months and not less than twenty-eight (28) consecutive days.

**6.13** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

**6.14**

- (a) If an employee is given less than seven (7) days' advance notice of a change in the employee's shift schedule, the employee will receive compensation at the rate of time and one half (1 1/2) for work performed on the first (1<sup>st</sup>) shift changed. Subsequent shifts worked on the changed schedule shall be paid for at straight

time and every effort shall be made by the employer to ensure that scheduled days of rest on the changed schedule are maintained.

- (b) Notwithstanding paragraph 6.14(a),
  - (i) when a change in a shift schedule is required and the employee agrees it is to the employee's benefit to change the shift schedule, the employee shall be compensated at the straight-time rate for work performed in the first (1<sup>st</sup>) shift changed;  
  
and
  - (ii) when an employee requests and the employer agrees to change the employee's shift schedule, the employee shall be paid at the straight time rate for work performed on the first (1<sup>st</sup>) shift of the revised shift schedule.

**6.15** Where a new shift schedule has to be introduced by the Employer or an existing shift schedule has to be modified, the Employer, in advance, except in cases of emergency, will consult with the Union on the timing of such shifts.

**6.16** For the purpose of this agreement, when an employee's shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day;  
  
or
- (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

**6.17** A meal period shall be scheduled as close to the mid-point of the shift as possible. In the event that an employee is required by the Employer to work through the meal period, such employee will be paid for the meal period, at the applicable rate.

**6.18** Where the Employer is considering the introduction of shift work in a work unit, except in cases of emergency, the employer will inform the Union at least two (2) months in advance of the introduction of the shift work arrangement.

**Clauses 6.19 to 6.36 apply only to NU employees on shift work**

**6.19 Shift Work - Definitions**

- (a) “shift schedule” means the arrangement of shifts over a given period of time and includes days of rest and designated paid holidays;
- (b) “shift work” means rotation through two (2) or more periods of eight (8) hours or longer where operational requirements necessitate sixteen (16) or twenty-four (24) hours coverage each day or where the requirements of the position would normally necessitate rotation but the employee, with the approval of the Employer, works on permanent evening or night duty.

**6.20 Scheduled Work Week and Scheduled Work Day**

Hours of work shall be scheduled so that employees, over a minimum period of four (4) weeks work:

- (a)
  - (i) an average of thirty-seven decimal five (37.5) hours per week,
  - and
  - (ii) an average of five (5) days per week;
- (b) seven decimal five (7.5) hours per day;
- (c) the commencement and/or end of each shift may be varied by fifteen (15) minutes to provide for the continuity of care and/or an appropriate length of the meal period;
- (d) the daily hours of work shall be consecutive and exclusive of meal periods;
- (e)
  - (i) notwithstanding subparagraph 6.20(a)(ii) and paragraph 6.20(b), upon the request of a three-quarter majority of the employees affected and with the concurrence of the Employer, hours of work may be modified provided no shift exceeds twelve (12) hours or is less than seven decimal five (7.5) hours;
  - (ii) implementation of subparagraph 6.20(e)(i) is subject to Article 48, Variations in Hours of Work.

**6.21**

- (a) When operational requirements permit, an employee shall receive four (4) days' rest in every two (2) week period and scheduled so that two (2) consecutive days of rest are received at a time. Upon request of an employee and with the concurrence of the Employer, the employee's days of rest may be split.
- (b) Employees shall receive one (1) out of two (2) weekends (Saturday and Sunday) off duty, except when other scheduling is authorized by mutual agreement.
- (c) An employee may meet with local management to offer scheduling suggestions to provide the maximum number of weekends off duty.

**6.22** Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

- (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

**6.23** The standard shift cycle will be scheduled as follows:

Commencement		Finish	
	12 midnight	To	8am
	8am	To	4pm
	4pm	To	12 midnight
Or			
	11:30pm	To	7:30am
	7:30am	To	3:30pm
	3:30pm	To	11:30pm
Or			
	11:00pm	To	7:00am
	7:00am	To	3:00pm
	3:00pm	To	11:00pm

**6.24**

- (a) Where standard shift cycles are to be changed so that they are different from those specified in clause 6.23, the Employer, except in cases of emergency, will consult in advance with the Union on the timing of such cycles and in such consultation establish that such cycles are required to meet the needs of the public and/or the efficient operation of the service.
- (b) It is understood that consultation may be held at the local level and will be referred to the appropriate Employer/Union levels before implementation.
- (c) It is understood by the parties that the provisions of clause 6.23 will not be applicable in respect of employees whose work week is less than thirty-seven decimal five (37.5) hours per week.

**6.25 Scheduling of Shifts**

The Employer shall set up a shift schedule which shall cover a minimum period of four (4) weeks, posted two (2) weeks in advance, which will cover the normal requirements of the work area.

**6.26**

- (a) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.
- (b) When a change in the shift schedule is required, the Employer shall make every reasonable effort to notify employees on leave before they return to work.

**6.27** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

**6.28** Every reasonable effort shall be made by the Employer to consider the wishes of the majority of employees concerned in the arrangements of shifts within a shift schedule. Consideration shall be given to an employee's request for permanent evening or night duty.

**6.29** An employee who normally rotates shifts shall be scheduled to work the majority of shifts on day duty whenever possible. For purposes of verification, a period of twelve (12) complete weeks commencing with the start of a shift schedule will be used or such longer period as may be mutually agreeable with the staff concerned.

**6.30** There shall be a time period of at least fifteen (15) hours elapsing between changes

to scheduled shifts, except in cases of emergency. Upon request of an employee, and with the concurrence of the Employer, the time period elapsing between changes to scheduled shifts may be shorter than fifteen (15) hours.

### **6.31**

- (a) An employee who is required to change his scheduled shift without receiving at least seventy-two (72) hours' notice in advance of the starting time of such change in the scheduled shift, shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at the hourly rate of pay.
- (b) In addition, where an employee reports for work without notice of a change in his shift schedule, the employee shall receive four (4) hours' pay at straight-time, should his service not be required.
- (c) When a change in the shift schedule is required, the Employer shall make every reasonable effort to personally notify employees on leave before they return to work.

**6.32** Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours (subparagraph 6.20(e)(i)) shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

**6.33** Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.

**6.34** Where operational requirements permit the meal period will be as close to the middle of the shift as possible and will be taken at a location other than the place of duty.

**6.35** When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal work day.

**6.36** When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two decimal five (52.5) hours without at least two (2) consecutive days of rest. Upon request of an employee and with the concurrence of the Employer, the employee's days of rest may be split.

**ARTICLE 7**  
**OVERTIME**

**7.1** When an employee is required by the Employer to work overtime the employee shall be compensated as follows:

**Paragraphs 7.01(a) and 7.01(b) do not apply to the MD and DE Groups**

- (a)
  - (i) time and one-half (1 1/2), except as provided for in subparagraph 7.01(a)(ii);
  - (ii) double (2) time for all hours of overtime worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
  - (iii) notwithstanding subparagraph (ii) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.
- (b) on a holiday, the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday:
  - (i) one and one-half (1 1/2) times his hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked;
  - and
  - (ii) two (2) times his hourly rate of pay for hours worked in excess of seven decimal five (7.5) hours;
  - (iii) when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with subparagraph 7.01(a)(ii), the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

**(c) This paragraph applies to the MD and DE Groups only.**

When an employee is required by the Employer to work overtime, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for each hour worked in excess of the normal hours of work for each four- week (4) period.

**7.2** All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

**7.3** Except in cases of emergency, call-back, stand-by or mutual agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for the performance of overtime.

**7.4 The following applies to Computer Systems employees only**

No employee will be required to work more than twenty-four (24) continuous hours. An employee who works sixteen (16) or more continuous hours shall receive a rest of at least twelve (12) hours before reporting back to work.

**7.5** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

**7.6** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after 30 September of the next following fiscal year.

**7.7**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars fifty (\$10.50), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one

additional meal in the amount of ten dollars fifty (\$10.50) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

- (c) Paragraphs 7.06(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

## **7.8**

- (a) Subject to operational requirements of the service and except in case of emergency, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available employees who are deemed qualified by the Employer.
- (b) Provided provisions of paragraph 7.07(a) are met, the Employer endeavours to allocate overtime first to those employees who have indicated a willingness to work overtime.

## **Article 7.09 to 7.11 apply to Computer Systems employees only**

### **7.9 Reporting Pay**

When an employee is required to report for work on a day of rest or a designated paid holiday, he shall be paid the greater of: compensation at the applicable overtime rate, or compensation equivalent to four (4) hours' pay at his hourly rate of pay, except that the minimum of four (4) hours' pay shall apply the first (1st) time only an employee is required to report for work during a period of eight (8) hours, starting with the employee's first (1st) reporting. If an employee is given instructions during his workday to work non-contiguous overtime on that day and works such overtime, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

### **7.10 Equitable Distribution of Overtime**

**(The following applies to computer services, and policy and research employees only)**

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees.

- 7.11** The Employer will endeavour to make cash payments for overtime in the month following the month in which the credits were granted.

**ARTICLE 8**  
**CALL-BACK**

**8.1** When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours the employee shall be entitled to the greater of:

- (a) a minimum of three (3) hours' pay at the applicable overtime,
- or
- (b) compensation at the applicable overtime rate for each hour worked.

**Articles 8.02 to 8.04 apply to Computer Systems employees only**

**8.2** When an employee is called back to work under the conditions described in clause 8.01 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid by the Employer where the employee travels by means of his own automobile;
- or
- (b) out-of-pocket expense for other means of commercial transportation. Time spent by the employee called back to work or returning to his residence shall not constitute time worked.

**8.3** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after 30 September of the next following fiscal year.

**Clause 8.04 applies to the DE and MD Groups only**

**8.4** When an employee is called back to work without prior notice at any time outside his normal hours of work, for work not contiguous to his normal hours of work, the employee shall be entitled to the greater of:

- (a) Credit for all hours worked for the purpose of:
  - (i) subparagraph 6.02(c)(i),
  - or
  - (ii) paragraph 7.01(c) if the hours worked are in excess of the normal hours of work for the applicable four (4) week period,
  - or
- (b) A minimum:
  - (i) credit of four (4) hours of work for the purpose of subparagraph 6.02(c)(i),
  - or
  - (ii) four (4) hours pay at the employee's hourly rate of pay if the hours worked are in excess of the normal hours of work for the applicable four (4) week period,

except that either minimum shall only apply once during a single period of eight (8) hours.

**8.5 This clause applies to the NU Group only**

With respect to employees in the NU Group at Nursing Stations, Health Centres and Health Stations, when there is no on-duty supervision, call-back calculated in accordance with 8.01 will be paid once in each 3-hour (3) period.

**ARTICLE 9**  
**STANDBY**

**9.1** When the Employer requires an employee to be readily available on standby during off-duty hours an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which the employee has been designated as being on standby duty.

**9.2** An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with those clauses of Article 8, Call-Back, which are applicable to him.

**9.3** An employee required to be on standby duty shall be available during his period of standby at a known telecommunication number and be readily able to return for duty as quickly as possible if called.

**9.4** No standby duty payment shall be granted if any employee is unable to report for duty when required.

**Article 9.05 applies to computer services employees only**

**9.5** When an employee on stand-by duty is called back for work under the conditions described in clause 9.02 and is required to use transportation services other than normal public transportation services, he shall be compensated in accordance with clause 8.02 of this Agreement.

**ARTICLE 10**  
**DESIGNATED PAID HOLIDAYS**

For greater certainty, full-time employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

**10.1** Subject to clause 10.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Family Day
- (c) Good Friday,
- (d) Easter Monday,
- (e) Victoria Day,
- (f) Canada Day,
- (g) B.C Day
- (h) Labour Day,
- (i) Thanksgiving Day,
- (j) Remembrance Day,
- (k) Christmas Day,
- (l) Boxing Day,  
and
- (m) One (1) additional day when proclaimed by the B.C. Legislature as a Provincial or national holiday.

**10.2** An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 29, Leave for Labour Relations Matters.

**10.3 Designated Paid Holiday Falling on a Day of Rest**

When a day designated as a paid holiday under clause 10.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following his day of rest.

**10.4** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 10.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,  
  
and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**10.5 Compensation for Work on a Designated Paid Holiday**

**Paragraph 10.05(a) does not apply to the NU group**

- (a) Compensation for work on a designated paid holiday will be in accordance with Article 7, Overtime.

**Paragraphs 10.05(b) and 10.05(c) apply only to the NU Group**

- (b) Entitlement

On a designated paid holiday, an employee shall be entitled, in addition to the pay he would have been granted had he not worked on the holiday:

- (i)
  - (A) one and one-half (1 1/2) times his hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked;  
  
and
  - (B) two (2) times his hourly rate of pay for hours worked in excess of seven decimal five (7.5) hours;  
  
or
- (ii) when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with subparagraph 7.01(a)(ii), two (2) times his hourly rate of pay for all time worked.

- (c) Compensation

The entitlement earned according to 10.05(b) shall be compensated:

- (i)

- (A) in cash; or
- (B) upon request and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, in the form of compensatory leave with pay. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September;

or

- (C) upon request and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, a combination of cash and a lieu day, as follows:
  - (I) leave with pay (straight-time rate of pay) to be taken at a later date comprising;
    - a day (7.5 hours) in lieu of the holiday;
    - (II) plus, if the employee's normal scheduled daily hours are greater than seven decimal five (7.5) hours, the number of hours equal to the difference between the employee's normal scheduled daily hours and seven decimal five (7.5) hours;
    - and
    - (III) payment in cash for the entitlement not already compensated under 10.05(c)(i)(C)(I).
  - (ii) Subject to operational requirements and adequate advance notice, the Employer shall grant leave with pay mentioned in 10.05(c)(i)(C) at such times as the employee may request
  - (iii) When in a fiscal year an employee has not been granted all of his leave with pay mentioned in 10.05(c)(i)(C) as requested by him such leave shall be carried over for one (1) year at the employee's request.
  - (iv) In the absence of such request, unused leave with pay shall be paid off at the employee's straight-time rate of pay in effect when the leave with pay was earned.

## **10.6 Designated Paid Holiday Coinciding with a Day of Paid Leave**

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03, the designated paid holiday shall not count as a day of leave.

**10.7** Subject to operational requirements, when an employee works both Christmas Day and Boxing Day of the same year, the Employer will endeavour not to schedule the employee for the same days in the following year, provided there is no additional cost to the Employer and unless otherwise requested by the employee.

## **ARTICLE 11**

### **NATIONAL INDIGENOUS PEOPLES DAY**

National Indigenous Peoples' Day, June 21, is a day of cultural significance to be celebrated on that date and is to be distinguished from Designated Paid Holidays (Article 10). Should June 21 coincide with a regular scheduled work day employees will be granted the day off with pay. Should June 21 coincide with a day of rest, it is celebrated on that day and there will be no designated time off (day in lieu).

## **ARTICLE 12**

### **TRAVELLING TIME**

**12.1** When the Employer requires an employee to travel outside his headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,

and

- (ii) at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate.

**12.2** For the purpose of clause 12.01, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon his return, direct back to the employee's residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

**12.3** All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

**12.4** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

**12.5** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after 30 September of the next following fiscal year.

**12.6** This article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the articles, Hours of Work, Overtime and Designated Paid Holidays.

**12.7** Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.

**12.8** Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Article 17, Career Development.

**12.9 Travel Status Leave**

- (a) An employee who is required to travel outside his headquarters area on FNHA business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with one additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to the article 8.03 and 8.04.
- (d) The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars, unless the employee is required by the Employer.

**12.10** When an employee is required to work in more than one location during a period of duty, transportation between such locations shall be provided, or paid for, by the Employer.

**12.11** When an employee is required to report for work and reports under the conditions described in paragraph 7.01(a) and clause 8.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable round trip expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use the employee's automobile when the employee travels by means of his own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

### **ARTICLE 13**

#### **LEAVE - GENERAL**

**13.1** When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted to the employee.

**13.2** An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his vacation or sick leave with pay credits.

**13.3** The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

**13.4** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

**13.5** An employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

#### **13.6**

- (a) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Clause 16.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

### **ARTICLE 14**

#### **VACATION LEAVE**

**14.1** The vacation year shall be from April 1st to March 31st, inclusive.

**14.2 Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

**Paragraph 14.02(a) applies only to the MD Group**

- (a) twelve decimal five (12.5) hours until the month in which the employee's sixteenth (16th) anniversary of service occurs;

**Paragraphs 14.02(b) and (c) do not apply to the MD Group**

- (b) nine decimal three seven five (9.375) hours until the month in which the employee's first (1st) anniversary of service occurs;
- (c) twelve decimal five (12.5) hours commencing with the month in which the employee's first (1st) anniversary of service occurs;
- (d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (f) fifteen decimal six two five (15.625) hours days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (g) sixteen decimal eight seven five (16.875) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

**Article 14.03 applies to employees in Computer Systems and Economics and Social Science only.**

**14.3**

- (a) nine decimal three seven five (9.375) hours at his straight-time hourly rate until the month in which his eighth (8th) anniversary of service occurs;
- (b) twelve decimal five (12.5) hours at his straight-time hourly rate for each month commencing with the month in which his eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours at his straight-time hourly rate for each month commencing with the month in which his sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours at his straight-time hourly rate commencing with the month in which his eighteenth (18th) anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours at his straight-time hourly rate commencing with the month in which his twenty- seventh (27th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty- eighth (28th) anniversary of service occurs.

**14.4** For the purpose of clause 14.02 and 14.03 only, all service with the FNHA shall count toward vacation leave. For former RJO Health Canada employees hired prior to March 31, 2014, all public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the FNHA, takes or has taken severance pay.

**14.5 Entitlement to Vacation Leave With Pay**

An employee is entitled to vacation leave with pay to the extent of the earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

#### **14.6 Approval, denial or cancellation of a request for Vacation Leave**

The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the employee.

#### **14.7 Provision for Vacation Leave**

In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- (b) not to recall an employee to duty after they have proceeded on vacation leave.

#### **14.8 Replacement of Vacation Leave**

Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b) is granted sick leave on production of a medical certificate, or
- (c) is granted leave with pay because of illness in the immediate family,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee, and approved by the Employer, or reinstated for use at a later date.

#### **14.9 Carry Over**

- (a) Where in any vacation year an employee has not been granted all the vacation leave credited to them, the unused portion of the vacation leave shall be carried over.

#### **(b) Liquidation**

During any vacation year, upon application by the employee and at the discretion of the Employer earned but unused vacation leave credits shall be compensated at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of their substantive position on March 31st.

**14.10 Recall From Vacation Leave**

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (a) in proceeding to the place of duty, and
- (b) in returning to the place from which he was recalled if the employee immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Employer.

**14.11** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 14.10 to be reimbursed for reasonable expenses incurred by him.

**14.12 Cancellation or Alteration of Vacation Leave**

When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

**14.13 Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of employment.

**14.14 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee earned but unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

#### **14.15 Abandonment**

Notwithstanding clause 14.12, an employee whose employment is terminated by reason of a declaration that the employee has abandoned their position is entitled to receive the payment referred to in clause 14.12 if the employee requests it within six (6) months following the date upon which his employment is terminated.

#### **14.16 Recovery on Termination**

In the event of the termination of employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's classification on the date of termination.

#### **14.17 One-time Vacation Leave Credits**

Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 14.04.

### **ARTICLE 15**

#### **SICK LEAVE**

##### **15.1 Credits**

- (a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours, to a maximum of seventeen (17) weeks of sick leave credits, or sick leave credits required to cover the Long Term Disability elimination period.
- (b) Earned sick leave credits in excess of the seventeen (17) weeks maximum are available only if an employee qualifies for Long Term Disability and can then be used to top up the LTD benefits amount to 80% of monthly salary.

**15.2** An employee shall be granted sick leave with pay when the employee is unable to perform his duties because of personal illness or injury or to attend medical and dental appointments provided that he or she has the necessary sick leave credits and satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

**15.3** Unless otherwise informed by the Employer, a statement signed by the employee

stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 15.02.

**15.4** An employee shall not be granted sick leave with pay during any period the employee is under suspension or on leave of absence without pay.

**15.5** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 15.02, sick leave with pay may, at the discretion of the Employer, be granted to the employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay off, the recovery of the advance from any monies owed the employee.

**15.6** 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.

**15.7** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity at a date earlier than the date at which the employee will have used his or her accumulated sick leave credits except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to Article 16.15.

## **ARTICLE 16**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **16.1 General**

In respect to applications for leave made pursuant to this article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

#### **16.2 Bereavement Leave With Pay**

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

(a) When a member of the employee's immediate family dies, an employee:

- (i) shall be entitled to a single bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must begin within two (2) days following the death and must include the day of the memorial commemorating the deceased. At the employee's discretion, this bereavement period may be split into two (2) periods, with one covering the period immediately following the death and the other covering the memorial. During such period(s) the employee shall be paid for those days which are not regularly scheduled days of rest;
  - (ii) in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
  - (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the FNHA may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in subparagraph 16.02(a)(i) and (b).
  - (d) If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.

### **16.3 Maternity Leave without Pay**

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
  - or
  - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in

paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 15, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, Sick Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **16.4 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the in respect of

insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons

other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or is incapable of pursuing regularly any substantially gainful occupation she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{Allowance Received} \times \text{(Remaining period to be worked following her return to work)}}{\text{[Total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the FNHA within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist

of the following:

- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” for each week of the waiting period, less any other monies earned during this period,
- (ii) for each week that the employee receives a maternity benefit under Employment Insurance, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.

and

- (iii) where an employee has received the full fifteen (15) weeks of maternity benefits under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for that week (and the recruitment and retention “terminable allowance”, if applicable, less any other monies earned during this period.

It is understood and agreed that the payment made in (iii) above is the same payment that would have been made in the second week of the waiting period prior to the December, 2017 changes to the Employment Insurance provisions, and that this payment now made following the conclusion of an employee’s full maternity leave is not intended to result in any increased cost for the Employer after December, 2017.

- (d) At the employee’s request, the payment referred to in subparagraph 16.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

- (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## **16.5 Special Maternity Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 16.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or the *Workers Compensation Act* prevents her from receiving Employment Insurance maternity benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 16.04(a), other than those specified in sections (A) and (B) of subparagraph 16.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Workers Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 16.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance had she not been disqualified from Employment Insurance maternity benefits for the reasons described in subparagraph 1605(a)(i).

## **16.6 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to with the paragraphs (a) and (b) above may be taken in two (2) periods.
- (d) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of leave.
- (f) The Employer may:

- (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

#### **16.7 Parental Allowance**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he:
  - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental or adoption benefits under the Employment Insurance in respect of insurable employment with the Employer,

and

  - (iii) has signed an agreement with the Employer stating that:
    - (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 16.04(a)(iii)(B), if applicable;
    - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a

specified period of employment that would have been sufficient to meet the obligations specified in section (B), or is incapable of pursuing regularly any substantial gainful occupation he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{Allowance Received} \times (\text{Remaining period to be worked following her return to work})}{[\text{Total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the FNHA within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week the employee receives parental, benefits under Employment Insurance or he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the recruitment and retention "terminable allowance" and the parental, benefit, less any other monies earned during this period which may result in a decrease in his or her parental to which he or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay

(and the recruitment and retention “terminable allowance”, if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in Article 16.04 (c)(iii) for the same child

It is understood and agreed that the payment made in (iii) above is the same payment that would have been made in the second week of the waiting period prior to the December, 2017 changes to the Employment Insurance provisions, and that this payment now made following the conclusion of an employee’s full parental leave is not intended to result in any increased cost for the Employer after December, 2017.

- (d) At the employee’s request, the payment referred to in subparagraph 16.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention “terminable allowance” to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention “terminable allowance” the employee was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared maternity and parental allowances payable under this Collective Agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

### **16.8 Special Parental Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 16.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) or via the *Workers Compensation Act* prevents the employee from receiving Employment Insurance

and

  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 16.07(a), other than those specified in sections (A) and (B) of subparagraph 16.07(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Workers Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 16.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity, or adoption benefits under Employment Insurance had the employee not been disqualified from Employment Insurance benefits for the reasons described in subparagraph 16.08(a)(i).

### **16.9 Leave Without Pay for the Care of Immediate Family**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

- (a) For the purpose of this clause, immediate family is defined as any relative permanently residing in the employee's household or with whom the employee

permanently resides, and the employee's spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) or parents (including stepparents or foster parent).

- (b) Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment with the FNHA may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- (c) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.
- (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave.
- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) Leave granted under Leave Without Pay for the Care and Nurturing of Pre-School Age Children or under Leave Without Pay for the Long-Term Care of a Parent under the terms of other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment with the FNHA.
- (g) An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the employer.

#### **16.10 Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment with the FNHA. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

- (d) Leave granted under (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### **16.11 Leave Without Pay for Relocation of Spouse**

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### **16.12 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as any relative permanently residing in the employee’s household or with whom the employee permanently resides, and the employee’s spouse (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner) or parents (including stepparents or foster parents).
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

- (ii) leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - (iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of family responsibilities may be based on individual circumstances. On request, the FNHA may, after considering the particular circumstances involved, grant leave with pay in a manner other than that provided for in article 16.12 (b).
- (d) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 16.12(c) above may be used:
- (i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- (e) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year
- (f) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 16.12(b)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

### **16.13 Court Leave With Pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
- (b) to serve on a jury; or

- (c) by subpoena or summons to attend as a witness in any proceeding held:
- (i) in or under the authority of a court of justice;
  - (ii) before a court, judge, justice, magistrate or coroner;
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### **16.14 Personnel Selection Leave With Pay**

Where an employee participates in a personnel selection process, including the appeal process where applicable, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

#### **16.15 Injury-on-Duty Leave With Pay**

- (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Worker's Compensation Board (WorkSafeBC) that the employee is unable to perform his duties because of:
- (i) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's willful misconduct,
  - (ii) sickness resulting from the nature of the employee's employment, or
  - (iii) over-exposure to radioactivity or other hazardous conditions in the course of the employee's employment,

if the employee agrees to pay to the Employer any amount received by him for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure, providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

- (b) Where operational requirements permit, the Employer will grant leave with pay to an employee who is:
  - (i) a party to a Provincial Worker's Compensation Hearing or
  - (ii) a witness called by an employee who is party to a Provincial Worker's Compensation Hearing.

#### **16.16 Examination Leave**

Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

#### **16.17 Religious Observance**

- (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.
- (c) Notwithstanding paragraph 16.17(b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (d) An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

#### **16.18 Maternity-related Reassignment or Leave**

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth,

request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation of current job function, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

- (b) An employee's request under paragraph (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
  - (i) modifies her job functions or reassigns her, or
  - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- (g) Notwithstanding clause (e), for an employee working:
  - (i) for nurses who are permanently assigned in nursing stations situated in remote communities as defined in the Employer's Support for Working in Remote Communities Policy, and, if the Employer concludes that a modification of job functions or a reassignment that would avoid the

activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

#### **16.19 Medical Appointment for Pregnant Employees**

- (a) Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

#### **16.20 Volunteer Leave**

- (a) Subject to operational requirements as determined by the Employer, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity. The employee applying for the leave shall not be required to identify the charitable or community organization or activity, but will be required to confirm that the application for leave is being made for the purposes set out in this article and consistent with any Employer Conflict of Interest policies.
- (b) The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request. To facilitate the granting of the leave, as much advance notice as possible should be provided to the Employer, and in no case, less than five (5) working days.

#### **16.21 Other Leave With Pay**

- (a) At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent his reporting for duty.

#### **(b) Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in

each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

**(c) Quarantine Leave**

Where an employee provides a medical certificate placing him under quarantine, he shall be granted leave with pay during the quarantine period.

When an employee is diagnosed with an illness during the quarantine period, article 16.21(c) shall cease to apply.

**16.22 Other Leave Without Pay**

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

## **ARTICLE 17 CAREER DEVELOPMENT**

**17.1 General**

In order for the Employer to meet its mandate, given the evolution and increased complexity of the scope of practice, the parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this article.

The Employer endeavours to respond in a timely fashion to requests for career development.

**17.2 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- (b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary equivalent to from fifty per cent (50%) to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
  - (i) fails to complete the course,
  - (ii) does not resume employment with the Employer on completion of the course,
  - or
  - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him under this clause during the education leave or such lesser sum as shall be determined by the Employer.

### **17.3 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.

- (c) The Employer may grant leave with pay and reasonable travel expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for the payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Articles 7, Overtime, and 12, Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).
- (g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature, while on duty.

#### **17.4 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
  - (i) to participate in workshops, short courses, similar out-service programs or continuing education courses to keep up to date with knowledge and skills in their respective fields, to acquire continuing profession specific credits required to complete or maintain current licensing/registration standards.
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, including, subject to the Employer's approval, presentation of the results of such research to external bodies.

or

  - (iii) to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present

role more adequately including, subject to the Employer's approval, presentation of the results of such research to external bodies.

- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 17.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the locations and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 7, Overtime, and 12, Travelling Time, while on professional development under this clause.
- (f)
  - (i) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.
  - (ii) An employee on the Primary Care Skills Program shall be deemed to be on travel status.
- (g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at workshops, short courses, similar out-service programmes or continuing education courses while on duty.

#### **17.5 Selection Criteria**

- (a) The Employer shall establish Selection Criteria for granting leave under clauses 17.02, 17.03 and 17.04. Upon request, a copy of these criteria will be provided to an employee and/or the Union Representative.
- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Union as prescribed in Article 36, Joint Consultation.

## **17.6 Career Development Consultation Committee**

- (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held either through the existing Joint Consultation Committee or through the creation of a Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or organizational level.
- (b) The Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

## **ARTICLE 18 SEVERANCE PAY**

**18.1** Under the following circumstances and subject to clause 18.02 an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

- (a) **Lay-Off**
  - (i) On the first (1st) lay-off pay for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of

days of continuous employment divided by three hundred and sixty-five (365).

- (ii) On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted Severance Pay under 18.01(a)(i) above.

**(b) Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

**(c) Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**(d) Termination for Cause for Reasons of Incapacity or Unsatisfactory Performance**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reasons of termination for cause of reasons of unsatisfactory performance, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**18.2** The period of continuous employment used in the calculation of severance benefits

payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Employer. . Under no circumstances shall the maximum severance pay provided under this article be pyramided.

**18.3** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of his employment.

## **ARTICLE 19 STATEMENT OF DUTIES**

**19.01** At time of hiring or at any other time upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his position, including the position's classification level and the position rating form.

## **ARTICLE 20 REGISTRATION FEES**

**20.01** The Employer shall reimburse an employee for the payment of membership, registration or other related fees to organizations or governing bodies when the Employer is satisfied that the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

## **ARTICLE 21 RESPONSIBILITY FOR PHARMACEUTICAL SERVICES**

**This Article applies to the PH Group only**

**21.01** The Employer recognizes that the monitoring of pharmaceutical services shall be performed by a pharmacist. The Employer will make every reasonable effort to ensure that correct pharmaceutical services, as determined by the Employer, will be provided within the Employer's institutions. The Employer encourages the employee to make proposals for improvement of the Employer's pharmaceutical services.

## ARTICLE 22 TECHNOLOGICAL CHANGE

**22.1** The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Workforce Adjustment Agreement in Appendix “R” concluded by the parties will apply. In all other cases, the following clauses will apply:

**22.2** In this article “Technological Change” means:

(a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

(b) a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

**22.3** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

**22.4** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Union of the introduction or implementation of technological change.

**22.5** The written notice provided for in clause 22.04 will provide the following information:

(a) the nature and degree of change;

(b) the anticipated date or dates on which the Employer plans to effect change;

(c) the location or locations involved.

**22.6** As soon as reasonably practicable after notice is given under clause 22.04, the

Employer shall consult meaningfully with the Union concerning the effects of the technological change referred to in clause 22.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

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

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

## **ARTICLE 23**

### **SAFETY AND HEALTH**

**23.1** The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees in compliance with the *Workers Compensation Act*. The Employer and the Union will work jointly with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness, including critical incident stress management services.

**23.2** 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 Regulation made pursuant to the *Workers Compensation Act*. The Committee shall be comprised of representatives of the Employer, Unions, and other employees, in accordance with the Regulations.

**23.3** The Employer shall provide the employee with immunization or prophylactic drugs against communicable diseases or infection where there is a risk of incurring such diseases or infection in the performance of the employee's duties, subject to information provided by the Provincial Health Officer or the BC Centre for Disease Control.

**23.4** The Employer shall provide for a pre-placement and periodic health evaluation for employees at risk as determined by the Employer to meet bona fide occupational requirements or to address health risks for nurses prior to assignment to remote locations or assignment to positions requiring extensive travel.

## **ARTICLE 24**

### **RECOGNITION**

**24.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the British Columbia Labour Relations Board on March 24, 2014

**24.2** The Employer recognizes that it is a proper function and a right of the Union to bargain with a view to arriving at a collective agreement and the Employer and the Union agree to bargain in good faith, in accordance with the provisions of the *British Columbia Labour Relations Code*.

## **ARTICLE 25**

### **CHECK-OFF**

**25.1** The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

**25.2** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 25.01.

**25.3** For the purpose of applying clause 25.01, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.

**25.4** An employee who satisfies the Institute as to the bona fides of his or her claim and declares in an affidavit that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, other than the religious organization named in the affidavit, equal to dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute. The Institute will inform the Employer accordingly.

**25.5** No employee organization, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

**25.6** The amounts deducted in accordance with clause 25.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

**25.7** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

**25.8** The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

**25.9** When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

**25.10** Where an employee does not have sufficient earnings in respect of any month to permit deductions under this article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

## **ARTICLE 26**

### **USE OF EMPLOYER FACILITIES**

#### **26.1 Access by Union Representative**

An accredited representative of the Union may be permitted access to the Employer's premises on stated Union business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

#### **26.2 Bulletin Boards**

- (a) Reasonable space on bulletin boards including electronic bulletin boards on the FNHA intranet, where available will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Union. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Union and social and recreational events. The Employer shall have the right to refuse the posting of any information which he considers adverse to his interests or to the interests of any of his representatives.
- (b) In nursing stations and health centres, the Employer agrees the Union can use the fax

machines for the purpose stipulated in paragraph 26.02(a), subject to the same conditions.

### **26.3 Union Literature**

The Employer will continue its practice of making available to the Union a specific location on its premises for the storage and placement of a reasonable quantity of Union files and literature.

## **ARTICLE 27 INFORMATION**

**27.1** The Employer agrees to supply the Union on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

**27.2** The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement. Where electronic access to the Agreement is unavailable or impractical, or upon request, the employee shall be supplied with a printed copy of the Agreement.

### **27.3**

- (a) The Employer agrees to distribute to each new employee an information package prepared and supplied by the Union. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.
- (b) The Union shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where those programs exist.

## **ARTICLE 28**

### **STEWARDS**

**28.1** The Employer acknowledges the exclusive right of the Union to appoint Stewards and other Union representatives from amongst the members of bargaining units for which the Union is the certified bargaining agent.

**28.2** The Employer and the Union shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

**28.3** The Union shall inform the Employer promptly and in writing of the names of its Stewards, their jurisdiction, and of any subsequent changes.

#### **28.4 Leave for Stewards**

- (a) Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable the employee to carry out the employee's functions as a Steward on the Employer's premises. When the discharge of these functions requires an employee who is a Steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.
- (b)
  - (i) Scheduled paid leave for Stewards shall not be cancelled by the Employer unless there is an urgent operational requirement.
  - (ii) In the case of cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the Steward.

## **ARTICLE 29**

### **LEAVE FOR LABOUR RELATIONS MATTERS**

#### **29.1 British Columbia Labour Relations Board Hearings**

##### **Complaints Made to the British Columbia Labour Relations Board Pursuant Section 14 of the *British Columbia Labour Relations Code***

Where operational requirements permit, in cases of complaints made to the British Columbia Labour Relations Board pursuant to section 14 of the Code alleging a breach of

sections 5, 6, 7, 9, 10, 11 or 12, of the Code, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on their own behalf before the British Columbia Labour Relations Board, and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

## **29.2 Applications for Certification, Representations and Interventions With Respect to Applications for Certification**

Where operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the Union in an application for certification or in an intervention,  
  
and
- (b) to an employee who makes personal representations with respect to a certification.

## **29.3 Employee Called as a Witness**

The Employer will grant leave with pay:

- (a) to an employee called as a witness by the British Columbia Labour Relations Board, and
- (b) where operational requirements permit, to an employee called as a witness by an employee or the Union.

## **29.4 Arbitration Board, Public Interest Commission Hearings and Alternative Dispute Resolution Process**

When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process.

## **29.5 Employee Called as a Witness**

The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or an Alternative Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Union.

## **29.6 Arbitration**

Where operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to an arbitration, or
- (b) the representative of an employee who is a party to an arbitration, or
- (c) a witness called by an employee who is party to an arbitration.

### **29.7 Meetings During the Grievance Process Employee Presenting Grievance**

Where operational requirements permit, the Employer will grant to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee;

and

- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

### **29.8 Employee Who Acts as Representative**

Where an employee who has presented a grievance wishes to be represented by an employee at a meeting with the Employer, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee. This also applies to a representative of an employee accessing the First Nations Voluntary Dispute Resolution Process (Appendix "Q").

### **29.9 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

### **29.10 Contract Negotiations Meetings**

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the

Union.

#### **29.11 Preparatory Contract Negotiations Meetings**

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

#### **29.12 Meetings Between the Union and Management**

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Union.

#### **29.13 Union Official Meetings and Conventions**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings and conventions provided in the constitution and the by-laws of the Union.

#### **29.14 Employee Representatives Training Courses**

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as employee representatives by the Union, to undertake training sponsored by the Union related to the duties of an employee representative
- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as employee representatives by the Union, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

### **ARTICLE 30 ILLEGAL STRIKES**

**30.01** The Union agrees that during the term of this Agreement there will be no strike, slowdown or stoppage of work. The Employer agrees that during the term of this Agreement there shall be no lockout. Disciplinary action may also be taken for participation in an illegal strike which may include penalties up to and including termination of employment.

**ARTICLE 31**  
**INTERPRETATION OF AGREEMENT**

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

**ARTICLE 32**  
**DISPUTE RESOLUTION**

**32.01** The Employer and the Union agree it is appropriate to resolve disputes at the level where they occur without necessarily invoking the filing of a grievance, and preferably at the lowest possible level of management with the involvement of a Union representative. Accordingly, when disputes might arise, the manager and the Union representative endeavour to foster open co-operation, frank exchanges of views and a quest for innovative solutions.

**ARTICLE 33**  
**GRIEVANCE PROCEDURE**

**33.01 Individual Grievances**

An employee may present an individual grievance to the Employer if he or she feels aggrieved:

- (a) by the interpretation or application, in respect of the employee, of
  - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;
  - or
  - (ii) a provision of the collective agreement or an arbitral award;
  - or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions

of employment.

### **33.3 Group Grievances**

The Union may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- (a) In order to present a group grievance, the Union must first obtain the written consent of each of the employees concerned.

### **33.4 Policy Grievances**

The Union or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or an arbitral award.

A policy grievance may be presented by the Union only at the final step of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Union of the name, title and address of this representative.

The grievance procedure for a policy grievance by the Employer shall also be composed of a single step, with the grievance presented to an authorized

representative of the Union. The Union shall inform the Employer of the name, title and address of this representative.

### **33.5**

- (a) For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Union staff person or other authorized representative appointed by the Union.
- (b) No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.
- (c) The parties recognize the value of informal discussion between employees and their supervisors and between the Union and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Union, within the time limits prescribed in clause 33.12, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**33.6** A grievor wishing to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step,  
  
and
- (b) provide the grievor with a receipt stating the date on which the grievance was received.

**33.7** A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

**33.8** A grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 33.06, except that:

- (a) where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Union.

**33.9** The First Nations Voluntary Dispute Resolution Process is available to employees. The First Nations Voluntary Dispute Resolution Process is listed at Appendix "Q" of the collective agreement.

**33.10** There shall be two (2) steps in the grievance procedure. These levels shall be as follows:

- (a) Step 1 - departmental VP
- (c) Step 2 - Chief Executive or an authorized representative.

**33.11** The Employer shall designate a representative at each step in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

**33.12** An employee who so desires, may be assisted and/or represented by the Union when presenting a grievance at any step. The Union shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

**33.13** A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 33.06, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 33.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

**33.14** A grievor may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

- (a) where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 33.15, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

**33.15** The Employer shall normally reply to a grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final step except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Union shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

**33.16** Where an employee has been represented by the Union in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

**33.17** In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

**33.18** Where the provisions of clause 33.06 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency

concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

**33.19** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Union representative, except as provided in clause 33.21.

**33.20** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Institute.

**33.21** Where the Employer demotes or terminates an employee the grievance procedure set forth in this Agreement shall apply except that:

- (a) the grievance may be presented at the final step only, and
- (b) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Union.

**33.22** A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

**33.23** Any grievor who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

**33.24** Where a grievance has been presented up to and including the final step in the grievance procedure, and the grievance has not been resolved, it may be referred to arbitration

**33.25** Where a grievance that may be presented by an employee to arbitration is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to arbitration unless the Union signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication, and
- (b) its willingness to represent the employee in the adjudication proceedings.

**33.26 Arbitration**

- (a) Where a difference arising between the parties relating to the dismissal or discipline of an employee, or the interpretation, application, administration, operation or alleged violation of this agreement including any question as to whether a matter is arbitrable, either of the parties, without a stoppage of work, may, after exhausting the grievance procedure, established under this agreement, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.
- (b) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the parties will agree on an arbitrator.
- (c) If the parties are unable to agree on an arbitrator the appointment shall be made by the Collective Agreement Arbitration Bureau.
- (d) The decision of the arbitrator shall be final, binding, and enforceable on the parties.
- (e) The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.
- (f) The arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.
- (g) Each party shall pay one-half of the fees and expenses of the arbitrator
- (h) The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

**33.27 Expedited Adjudication**

The parties agree that by mutual agreement any arbitral grievance may be referred to the expedited arbitration process pursuant to *Division 4 S. 104* of the *British Columbia Labour Relations Code*.

**ARTICLE 34**  
**FNHA POLICIES**

**34.01** The following FNHA policies form part of this Agreement and are attached as Information Appendices:

- (a) Travel Policy
- (b) Support for Working in Remote Communities Policy
- (c) Relocation Policy

**ARTICLE 35**  
**EMPLOYEE BENEFITS PLAN & PENSION PLAN**

**35.1 Employee Benefits**

The Employer agrees to provide a Group Insurance Plan to permanent and term employees as detailed in the Employee Benefits Booklet dated January 1, 2015, with a summary of benefits attached to this agreement as an Information Appendix.

Should the Employer wish to explore Plan design changes for purposes that include being more responsive to employee needs and First Nations health and wellness philosophy, the parties agree to meet in order to discuss changes to the Plan. Both parties understand that it may be of mutual interest to negotiate changes and will undertake to do so in good faith to reach agreement on purposed changes.

Unionized employees may be included in any improvements to the benefit plan available to non-unionized employees.

Exceptions to the Group Insurance Plan as detailed in the Employee Benefits Booklet dated January 1, 2015:

Medical Service Plan premiums to be paid 100% by the Employer instead of 50% Employer paid;

For all permanent and term employees covered by this collective agreement the FNHA Dental Plan will apply, with premiums paid 100% by the Employer.

PIPSC bargaining unit employees will not be covered under the Short Term Disability Benefit, and will continue to accumulate sick leave credits under Article 15

## **35.2 Pension Plan**

The Employer and eligible employees are required to participate in the British Columbia Municipal Pension Plan in accordance with the terms of that plan.

## **ARTICLE 36 JOINTCONSULTATION**

**36.1** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

**36.2** The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development, professional responsibilities and standards, quality of client services and workload. Consultation may be at the local, regional or provincial level as determined by the parties.

**36.3** Wherever possible, the Employer shall consult with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement. Both parties agree to consult in a timely manner so that the opinions of the consulted party can be taken into consideration before a decision is taken.

### **Joint Consultation Committee Meetings**

**36.4** The Consultation Committees shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

**36.5** Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

**36.6** Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Collective Agreement.

**36.7** Without prejudice to the position the Employer or the Institute may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the following subjects as they affect employees covered by this

Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Union during the term of this Agreement:

- (a) pay administration
- (b) relocation directive;
- (c) training;
- (d) cafeterias, mobile canteens, washrooms, restrooms, showers, locker facilities and recreational facilities;
- (e) parking privileges;
- (f) payment of school fees and costs of transportation to school for children of employees;
- (g) provision of uniforms and protective clothing;
- (h) provision to the Union of FNHA manuals;
- (i) shift scheduling patterns.

**36.8** With respect to the subjects listed in clause 36.07, the Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the FNHA in such a way as to affect employees covered by this Agreement until such time as the Union has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

## **ARTICLE 37**

### **STANDARDS OF DISCIPLINE**

**37.1** The employer shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause.

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

**37.3** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the

Union attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting as well as its purpose.

**37.4** At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he may be accompanied by a representative of the Union.

Where practicable, the employee shall receive a minimum of two (2) days' notice of such administrative inquiry, hearing or investigation being conducted as well as its purpose. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

**37.5** Subject to the *Personal Information Protection Act*, the Employer shall provide the employee access to the information used during the disciplinary investigation.

**37.6** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

**37.7** When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

**37.8** The Employer shall notify the local representative of the Union as soon as possible that such suspension or termination has occurred.

**37.9** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## ARTICLE 38

### LABOUR DISPUTES

**38.01** If employees whose normal duties are performed on the premises of another Employer are prevented from performing their duties because of a strike or lock-out on this other Employer's premises, the employees shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

**ARTICLE 39**  
**PART-TIME EMPLOYEES**

**39.1 Definition**

- (a) Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week.
  
- (b) Notwithstanding the provisions of 39.01(a), NU-CHN's in FNHA, (known as regular part-time employees), whose normal scheduled hours of work average less than thirty- seven decimal five (37.5) hours per week, and whose hours are averaged over the period prescribed in the certificate of appointment, shall be subject to the provisions of this article.

**39.2 General**

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

**39.3** Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 6, Hours of Work and Shift Work.

**39.4** The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours in a week at the hourly rate of pay.

**39.5** Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties;
  
- or
  
- (b) where it may displace other leave as prescribed by this Agreement.

### **39.6 Designated Holidays**

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal six per cent (4.6%) for all straight-time hours worked during the period of part-time employment.

**39.7** Subject to Article 7, Overtime, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 10.01 of this Agreement, the employee shall be paid according to paragraph 7.01(b) for all hours worked on the holiday.

### **39.8 Overtime**

“Overtime” means work required by the Employer, to be performed by the employee, in excess of those hours prescribed in clause 39.03 but does not include time worked on a holiday.

**39.9** Subject to Article 7 Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked. The provisions of clause 7.05, Compensatory Leave, do not apply.

### **39.10 below applies to Computer Systems employees only**

**39.10** Subject to clause 7.02 of Article 7, Overtime, a part-time employee who is required to work overtime shall be paid at time and one half for all overtime hours, except where an employee works more than seven decimal five (7.5) overtime hours in any workday the employee shall be paid at double (2) time after the first seven decimal five (7.5) overtime hours until the conclusion of the overtime requirement.

### **Variable Hours of Work (applies to Computer Systems employees only)**

**39.11** Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his scheduled weekly hours of work in a manner that permits such an employee to work in excess of seven decimal five (7.5) hours in any one day provided that over a period of twenty-eight (28) calendar days the part-time employee works an average of his or her scheduled weekly hours of work. As part of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

**39.12** For an employee who completes required hours of work pursuant to 39.11, the definition of “daily rate of pay” paragraph 2.01(d) of Article 2 shall not apply.

**Bereavement Leave (applies to Computer Systems employees only)**

**39.13** Notwithstanding clause 39.02, in clause 16.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

**39.14 Call-back**

- (a) When a part-time employee is called back to work or when a part-time employee who is on standby duty is called back to work by the Employer anytime outside his normal working hours, and such employee is not entitled to overtime in accordance with the present article, the employee shall be entitled to the greater of:
- (i) a minimum of three (3) hours’ pay at the straight-time rate;
  - or
  - (ii) compensation at the applicable rate for all hours worked.
- (b) When a part-time employee is entitled to overtime in accordance with the present article the employee shall be paid in accordance with Article 8, Call-back, of this Agreement.
- (c) Notwithstanding (a) or (b), when a part-time FNHA nurse who is on stand-by duty on a designated paid holiday is called-back to work during the week-end following the designated paid holiday, the employee shall be entitled to overtime in accordance with the present article. The employee shall be paid in accordance with Article 8, Call-back, of this Agreement regardless of the number of hours worked in that week.

**39.15 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of employment established in clause 15.02, prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee’s workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee’s workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367

- multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
  - (e) when the entitlement fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
  - (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
  - (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

### **39.16 Sick Leave**

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal work week.

### **39.17 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 39.15 and 39.16, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### **39.18 Severance Pay**

Notwithstanding the provisions of Article 18, Severance Pay, where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full-and part- time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full- time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**39.19** The weekly rate of pay referred to in clause 39.18 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of employment.

## **ARTICLE 40 CASUAL EMPLOYEES**

**40.1** A Casual Employee is one who is:

- (a) not regularly scheduled to work; and
- (b) utilized on an on-call basis; and
- (c) utilized for relief of an employee in a specific position, or to fill vacant positions during the job posting process, or to alleviate temporary work load situations.

**40.2** A Casual employee shall be paid a minimum of four (4) hours, upon commencement of work.

**40.3** A Casual employee's specific assignment shall not exceed one hundred and twenty (120) calendar days without the mutual agreement of the parties.

**40.4** A Casual employee will not be entitled to the Employer's benefit plan, vacation or designated holidays and will instead be paid a premium of 10.5% for all straight time hours worked.

**40.5** Casual employees are considered to be "internal applicants" for the purposes of applying for FNHA posted vacancies and shall be given credit for all regular hours worked, for the purpose of selection to term and permanent positions only.

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

- Article 8 – Hours of Work and Shift Work (for clarity, because it applies to the position not the casual employee)
- Article 10 – Designated Paid Holidays
- Article 13 – Leave – General
- Article 14 – Vacation Leave
- Article 15 – Sick Leave
- Article 16 – Other Leave With or Without Pay
- Article 17 – Career Development

- Article 18 – Severance Pay
- Article 20 – Registration Fees
- Article 22 – Technological Change
- Article 34.01 (b) – Support for Working in Remote Communities Policy
- Article 34.01(c) – Relocation Policy
- Article 39 – Part-Time Employees
- Article 35 – Employee Benefits Plan and Pension Plan
- Article 47.05 – Pay Administration
- Article 47.07 – Memorandum of Understanding Red Circling
- Article 48 – Variation in Hours of Work
- Article 50– Shift Principle
- Article 51 – Contracting Out
- Appendices “A”, “A1” and “A2” – Pay Notes for all Classifications
- Appendix “C”: Re: Recruitment Allowance for Nurses in Remote Communities
- Appendix “D”: Re: Retention Allowance for Nurses in Remote Communities
- Appendix “G”: Re: Trip for Nurses in Remote Communities
- Appendix “J”: Re: Leave Status for Nurses as a Result of a Work-Related Critical Incident
- Appendix “N”: Re: Professional Care and Service Delivery
- Appendix “R”: Re: Workforce Adjustment

**40.7** The parties have worked to develop terms and conditions for casual employees who are part of the bargaining unit. Some issues may arise and the parties will work to address them in a reasonable and cooperative fashion.

## **ARTICLE 41**

### **TERM EMPLOYEES**

**41.1** A Term employee is one who is:

- (a) scheduled for regular work up to the date specified in their letter of offer or letter of extension of term; and
- (b) used to fill project positions or positions funded for a specific period, or to provide leave coverage for a specific employee.

**41.2** Term employee appointments shall not exceed 3 years without the mutual agreement of the parties.

**41.3** Term employees are considered to be “internal applicants” for the purposes of

applying for FNHA vacancies and shall be given credit for all regular hours worked, for the purpose of selection to additional Term and Permanent positions only.

**41.4** Benefits for Term employees do not extend beyond the term end date unless additional written notice of term extension is provided.

## **ARTICLE 42 JOB POSTING**

### **42.01**

- (a) Wherever feasible, the Employer shall provide career development opportunities for its employees by filling vacant positions from within the staff complement.
- (b) When the Employer fills a Term or Permanent position, or determines it is necessary to expand a specific group of Casuals, it shall be filled in accordance with the procedures established by this Article.
- (c) The Employer shall post vacancies with the assumption that internal qualified and suitable candidates exist.

### **42.2 Notifications**

- (a) When a vacancy within the bargaining unit is identified, the Employer shall post notice of the competition on the FNHA's Intranet, and e-mail the Union.

The posting period shall be for a minimum of fourteen (14) calendar days and the notice shall include:

- Job Title
  - Location
  - Position type (Casual, Term, Permanent)
  - Bargaining unit membership
  - Required Qualifications
  - Job profile/summary of duties/experience
  - First Nations preference
  - Hours of work/condition of employment
  - Application deadline
- (b) Where the employer can reasonably anticipate that a staffing requirement will

exceed one hundred and twenty (120) days, a Term or Permanent position will be posted.

### **42.3 Selection**

- (a) The selection of employees for vacant or new positions shall be on the basis of merit. Where merit is deemed equal, credit for all regular hours worked shall be the determining factor.
- (b) When a permanent employee is selected for a Term position, that employee may return to their Permanent position when the term ends.

### **42.4 Trial Period**

- (a) All promotions and voluntary transfers shall be subject to a ninety (90) day trial period.
- (b) During the trial period, if the applicant proves to be unsatisfactory in the new position or if he wishes to revert voluntarily to his former position, he shall be returned to his former, or an equivalent position where the employee's former position has been reorganized or eliminated.

## **ARTICLE 43**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**43.01** For the purpose of this article,

- (a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed his assigned tasks during a specified period in the past;
- (b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

### **43.02**

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on the assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.

A copy of the employee's assessment form shall be provided to the employee at the time the assessment is signed by the employee.

- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

**43.3** When an employee disagrees with the assessment and/or appraisal of his work the employee shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

**43.4** Upon written request of an employee, all the personnel files of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Employer.

**43.5** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

#### **ARTICLE 44**

#### **EMPLOYMENT REFERENCES**

**44.01** On application by an employee, the Employer shall provide personal references to the prospective Employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

#### **ARTICLE 45**

#### **RESPECTFUL WORKPLACE – RECOGNITION AND DEFINITIONS**

**45.1** The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and discrimination. The parties agree that harassment, including sexual harassment, and discrimination will not be tolerated in the work place. The parties will jointly support and implement education and prevention efforts to address harassment. The union and Employer also support the vision for an environment that supports cultural safety and humility.

## **45.2 Harassment**

Harassment means conduct or comment – either repeated or persistent, or a single serious incident – that ought reasonably to be known to be objectionable or unwelcome, serves no legitimate work related purpose; and detrimentally affects an employee within the work environment. Harassment includes sexual harassment and “lateral violence”. Examples of harassment and lateral violence can include: gossip, verbal and non-verbal assaults, passive and aggressive behaviours, blaming, shaming, attempts to socially isolate others, demeaning activities, bullying, and threatening or intimidating behaviour. Sexual harassment means a form of harassment based on sex or sexual orientation that involves unwelcome conduct of a sexual nature, including making suggestive or inappropriate comments, inappropriate touching, or making or threatening reprisals after a negative response to sexual advances.

**45.3** Good faith actions of a manager or supervisor undertaken for legitimate work related purposes relating to the management and direction of employees – such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.

## **45.4 Discrimination**

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, marital status, a conviction for which a pardon has been granted, mental or physical disability, or membership or activity in the Union.

## **ARTICLE 46**

### **RESPECTFUL WORKPLACE – DISPUTE RESOLUTION**

#### **46.1 General**

An employee with an allegation of harassment or discrimination is called the complainant and the person(s) who they are making a complaint against is /are called the respondent(s). All allegations of harassment or discrimination must follow the complaint process set out in this article except where an employee requests to resolve the complaint outlined in the First Nations Voluntary Dispute Resolution Process (Appendix Q).

**46.2** All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

**46.3** Both the complainant and the respondent(s) have the right to union representation (if a member of the Union) and support of an elder during the process.

**46.4** Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent(s).

**46.5** Any action taken by the Employer as a result of this complaint process may be grieved in accordance with Article 46.02. It is understood that these processes do not prevent a complainant from filing a complaint under applicable legislation.

**46.6** There must not be any retaliation due to the filing and processing of a complaint, and any employee so doing, may be subject to discipline. Further, the Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

## **Process**

### **Step 1 – Informal Discussion**

**46.7** Where it is reasonable to do so, a complainant should make efforts to informally resolve the concern on their own, or with the assistance of an elder, supervisor, manager, steward, or union staff representative, which may involve the utilization of cultural practices. If the complainant is satisfied with the outcome reached at this point, the concern is resolved.

**46.8** If the concern is not resolved, the parties will attempt to resolve it in accordance with the following process:

### **Step 2 – Filing the Complaint**

**46.10** A formal complaint must be submitted in writing within six (6) months of the most recent alleged occurrence.

**46.11** The complaint must contain the specific instances(s), date(s), where known (or timeframes where not known) that the alleged harassment occurred, the names, of any witnesses, an explanation of how the action constitutes a violation of the article, and the remedy sought.

**46.12** A complaint may be submitted through the Union, or by the Union on an employee's behalf where appropriate. A complaint is to be directly submitted to a designated contract in the HR Department.

**46.13** Upon receipt of a complaint, the respondent(s) and the union staff representative will be notified of the substance of the complaint in writing within ten (10) days.

### **Step 3 – Investigation**

**46.14** The designated representative of the Employer, which may be direct staff or an external resource, will investigate the complaint and will complete a report in writing within ninety (90) days of the complaint being filed. Depending on the nature, scope, or complexity of the complaint, this time frame may be reasonably extended but shall not exceed 180 days. It is understood that the investigator must possess the relevant knowledge and skills appropriate to conducting and concluding a competent investigation and issuance of a report. The investigator designated must be seen to be free from a reasonable apprehension of bias in relation to the complaint filed.

**46.15** As part of due process, the Respondent must be provided a reasonable opportunity in the course of the investigation to respond to the full particulars alleged.

#### **Step 4 – Resolution**

**46.16** The Employer will make every effort to resolve the complaint or make necessary decisions to address the Complaint within fourteen (14) days of receiving the investigator's report.

**46.17** The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and how the complaint was resolved/addressed. Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Personal Information Protection Act*.

**46.18** If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent, if the complaint is substantiated. The complainant may agree in writing to be transferred or rescheduled. If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.

**46.19** The report and any recommendations of the investigator will remain confidential, except for distribution to the VP of the Human Resources Department, or other directly involved decision makers of the Employer. The report and recommendations may be adduced as evidence in any hearing where the Employer's actions is challenged, subject any evidentiary rulings by the Adjudicator.

#### **Appeal of Employer Action**

**46.20** where the complainant or union disputes an employer action under this process, it must file a grievance directly to the final step of the grievance process found in Article 33.10, within twenty-five (25) days of the employer letter concluding the complaint.

**46.21** If the dispute is not resolved once the grievance process is exhausted, the Union may refer the matter to a mutually agreed adjudicator (the “Adjudicator”) within thirty (30) working days for a final and binding resolution.

**46.22** After consultation with the parties, the Adjudicator will establish the process to resolve the complaint. The process may include but is not limited to any of the following (or any combination of them) at the Adjudicator’s discretion: further fact-finding, mediation, mediation/arbitration, expedited arbitration or full arbitration under Article 33.26. In exercising his or her discretion with respect to the process, the Adjudicator will consider the parties’ desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible, and that it keeps costs and time spent to a reasonable and appropriate level in the circumstances.

**46.23** The Adjudicator will submit any decision to the Employer and the Union. The Adjudicator may stipulate conditions she/he deems appropriate with respect to distribution.

**46.24** The Adjudicator’s fees and expenses will be shared equally by the Employer and the Union.

## **ARTICLE 47**

### **PAY**

**47.1** Except as provided in clauses 47.01 to 47.10 inclusive, and the Notes to Appendix “A” of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

**47.2** An employee is entitled to be paid for services rendered at:

(a) the pay specified in Appendix “A” for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in his certificate of appointment,

or

(b) the pay specified in Appendix “A” for the classification prescribed in his certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

**47.3** The rates of pay set forth in Appendix “A” shall become effective on the date specified therein.

**47.4** Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

**47.5 Pay Administration**

When two (2) or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- (a) the employee shall receive their pay increment;
- (b) the employee's rate of pay shall be revised;
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

**47.6 Rates of Pay**

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
  - (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 24 of this Agreement during the retroactive period;
  - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment,

using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

- (v) no payment or no notification shall be made pursuant to paragraph 47.06(b) for one dollar (\$1.00) or less.

**47.7** This article is subject to the Memorandum of Understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated 21 July 1982 in respect of red-circled employees.

## **MEMORANDUM OF UNDERSTANDING RED CIRCLING**

### **GENERAL**

1. This Memorandum of Understanding sets out conditions of employment respecting pay upon reclassification for all employees whose bargaining agent is the PIPSC-BCFNA Group.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This Memorandum of Understanding supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Professional Institute of the Public Service of Canada and Treasury Board are parties, with effect from December 13, 1981.

### **PART I**

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

NOTE: The term “attainable maximum rate of pay” means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maxima rates of pay shall be in accordance with the *Retroactive Remuneration Regulations*.
3.
  - (a) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
  - (b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
4. Employees subject to Section 3, will be considered to have transferred (as defined in the Directive on Terms and Conditions of Employment) for the purpose of determining increment dates and rates of pay.

## **PART II**

Part II of this Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to 100 per cent of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.

2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

SIGNED AT OTTAWA, this 21<sup>st</sup> day of the month of July 1982.

#### **47.8 Overpayment**

Should there be an error made in pay calculations resulting in an overpayment, the employee shall be notified beforehand in writing of the requirement for repayment to the employer and the intended repayment schedule. The employer will discuss the proposed schedule with the employee prior to putting it into effect.

#### **47.9 Acting Pay**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the number of consecutive working days indicated in (i) or (ii), the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
  - (i) two (2) working days: ND-DIT and OP level 1, and NU;
  - (ii) three (3) working days for computer services and policy and research employees
  - (iii) four (4) working days: all other employees.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

#### **47.10 New Classification Standard**

When the Employer undertakes classification reform it commits to engage in meaningful consultation with the Union. Meaningful consultation on classification reform will include consultation on the development of a standard which reflects and measures, in a gender neutral manner, elements including skill, effort, responsibility, and working conditions of work performed by employees.

If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

## **ARTICLE 48**

### **VARIATION IN HOURS OF WORK**

#### **48.1 Principle**

The following conditions shall apply to employees to whom the provisions of clause 6.06 (Compressed Work Week) and subparagraph 6.09(e)(i) (shift longer than seven decimal five (7.5) hours) of Article 6 apply.

It is agreed that the implementation of any variation in hours shall not result under any circumstances in any additional expenditure or cost by reason of such variation.

Before changing the hours of work approved under article 6.09(e)(i), the employer shall consult with the Union. Such consultation shall be held no later than two (2) months prior to the modification of the hours of work agreed to under article 6.09(e)(i).

During the consultation, the employer shall provide the union with the relevant information (such as statistics and rationale) in support of the proposed change.

#### **48.2 General Application**

##### **(a) Conversion to Hours**

- (i) The provisions of the collective agreement which specify days shall be converted to hours based on a seven decimal five (7.5) hour day as follows:
- |   |   |              |
|---|---|--------------|
| - five-twelfths (5/12) day              | = | 3.125 hours  |
| - one (1) day                           | = | 7.500 hours  |
| - one and one-quarter (1 1/4) days      | = | 9.375 hours  |
| - one and two-thirds (1 2/3) days       | = | 12.500 hours |
| - one and eleven-twelfth (1 11/12) days | = | 14.375 hours |
| - two and one-twelfth (2 1/12) days     | = | 15.625 hours |
| - two and one half (2 1/2) days         | = | 18.750 hours |
- (ii) Notwithstanding the above, in clause 16.02, Bereavement Leave with Pay, and Article 33, Grievance Procedure, a day will have the same meaning as the provisions of the collective agreement.

**(b) Implementation and Termination**

Effective the date on which clause 6.06 and paragraph 6.09(c) of Article 6, Hours of Work and Shift Work, apply or cease to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

**(c) Leave - Usage**

When leave is granted, it will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would normally have been scheduled to work on that day.

**48.3 Specific Applications**

For greater certainty, the following provisions shall be administered as provided herein:

**(a) Article 2 - Interpretation and Definitions**

Paragraph 2.01(c) - "daily rate of pay" - shall not apply.

**(b) Article 7 – Overtime**

Overtime compensation shall only be applicable on a normal work day for hours in excess of the employee's scheduled daily hours of work.

The provision of two (2) times the straight-time hourly rate still applies when a designated paid holiday(s) separates the period of consecutive and contiguous days of rest provided the requirements of subparagraph 48.03(b)(i) above are met.

**(c) Article 10 - Designated Paid Holiday**

A designated holiday shall account for seven decimal five (7.5) hours.

**(d) Article 12 – Travelling Time**

Overtime compensation referred to in clause 12.01 shall only be applicable on a normal work day for hours in excess of the employee's scheduled daily hours of work.

**(e) Article 14 - Vacation Leave****Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, he or his estate shall

be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the rate specified in his certificate of appointment prior to the termination of his employment.

## **ARTICLE 49**

### **SHIFT AND WEEKEND PREMIUMS**

#### **49.01**

- (a) An employee on shift work shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 1600 and 0800 hours. The shift premium will not be paid for hours worked between 0800 and 1600 hours.

#### **49.02**

- (a) Employees shall receive an additional premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premiums shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

## **ARTICLE 50**

### **SHIFTPRINCIPLE**

#### **50.01**

- (a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his scheduled hours of work on a day during which he would be eligible for a shift premium, the employee may request that his hours of work on that day be scheduled between 7 a.m. and 6 p.m.
- (i) British Columbia Labour Relations Board Proceedings  
Clauses 29.01, 29.02, 29.04, 29.05 and 29.06.
  - (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings  
Clauses 29.10 and 29.11.
  - (iii) Personnel Selection Process Article 16.14.

- (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
  - (v) Training Courses which the employee is required to attend by the Employer.
  - (vi) Provincial Workers Compensation Hearings.
- (b) In no case will the employee be required to report back for work on his next scheduled work period without at least twelve (12) hours of rest; nor will the employee lose any portion of his regular pay because the employee reported for work later than the scheduled start of the shift.
- (c) In every case, such request will be granted provided there is no increase in cost to the Employer.
- (d) Notwithstanding paragraph (c), proceedings described in sub-paragraph 50.01(a)(v) are not subject to the condition that there be no increase in cost to the Employer.

**ARTICLE 51  
CONTRACTING OUT**

**51.01** The Employer will continue past practice in giving all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.

**ARTICLE 52  
DANGEROUS  
GOODS**

**52.01** An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of Dangerous Goods for shipping in accordance with the above Act, shall receive a daily allowance of three dollars and fifty cents (\$3.50) for each day they are required to package and label Dangerous Goods for shipping, to a maximum of seventy-five dollars (\$75) in a month where the employee maintains such certification.

**ARTICLE 53  
AGREEMENT RE-OPENER**

**53.01** This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

**ARTICLE 54  
DURATION**

**54.1** The duration of this Collective Agreement shall be from the date it is signed to 31 March 2020.

**54.2** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

**54.3 Signatories**

SIGNED AT VANCOUVER on this 24th day of the month of July, 2018.

**ON BEHALF OF  
THE FIRST NATIONS HEALTH  
AUTHORITY**

**ON BEHALF OF  
THE PROFESSIONAL INSTITUTE OF  
THE PUBLIC SERVICE OF CANADA**

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Joe Gallagher, Chief Executive Officer,  
First Nations Health Authority

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Debi Daviau, President  
The Professional Institute of the Public  
Service of Canada

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Kim Humphreys, VP, Human Resources,  
First Nations Health Authority

---

Sharon Trasatti, President,  
The Professional Institute of the Public  
Service of Canada BCFNHA Group

---

Ben Langmaid, Manager, Labour Relations,  
First Nations Health Authority

---

Kellie Moorman, Vice-President,  
The Professional Institute of the Public  
Service of Canada BCFNHA Group

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Mark Slobin, Chief Spokesperson,  
Community and Social Services Employers'  
Association

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Nicholas Pernal, Negotiator, The  
Professional Institute of the Public  
Service of Canada

## APPENDIX "A" WAGE SCHEDULES

### CS - COMPUTER SYSTEMS GROUP

#### ANNUAL RATES OF PAY (in dollars)

- A) Effective April 1, 2017**
- B) Effective April 1, 2018**
- C) Effective April 1, 2019**

<b>CS-01</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
From:	\$	55392	57441	59486	61519	63552	65583	67613	71384	
To:	A	56223	58303	60378	62442	64505	66567	68627	72455	
	B	57347	59469	61586	63691	65795	67898	70000	73904	
	C	58781	60956	63126	65283	67440	69595	71750	75752	
<b>CS-02</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
From:	\$	68565	70762	72953	75147	77343	79533	81726	83921	
To:	A	69593	71823	74047	76274	78503	80726	82952	85180	
	B	70985	73259	75528	77799	80073	82341	84611	86884	
	C	72760	75090	77416	79744	82075	84400	86726	89056	
<b>CS-03</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
From:	\$	80936	83722	86511	89300	92086	94871	97658	100556	
To:	A	82150	84978	87809	90640	93467	96294	99123	102064	
	B	83793	86678	89565	92453	95336	98220	101105	104105	
	C	85888	88845	91804	94764	97719	100676	103633	106708	
<b>CS-04</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
From:	\$	92671	95866	99061	102255	105450	108645	111841	115349	
To:	A	94061	97304	100547	103789	107032	110275	113519	117079	
	B	95942	99250	102558	105865	109173	112481	115789	119421	
	C	98341	101731	105122	108512	111902	115293	118684	122407	
<b>CS-05</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
From:	\$	106698	110676	114652	118632	122609	126588	130568	134544	139043
To:	A	108298	112336	116372	120411	124448	128487	132527	136562	141129
	B	110464	114583	118699	122819	126937	131057	135178	139293	143952
	C	113226	117448	121666	125889	130110	134333	138557	142775	147551

**CS - COMPUTER SYSTEMS GROUP  
PAY NOTES**

**PAY ADJUSTMENT ADMINISTRATION**

- (1) The pay increment period for full and part-time employees paid in these scales of rates, is twelve (12) months.
- (2) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B), or (C) scale of rates at the rate shown immediately below his former rate.

**DE - DENTISTRY GROUP**  
**ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

<b>DE-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	80209	84123	88031	91932	95842	99745	103735
To:	A	81412	85385	89351	93311	97280	101241	105291
	B	83040	87093	91138	95177	99226	103266	107397
	C	85116	89270	93416	97556	101707	105848	110082

<b>DE-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	87100	91347	95602	99841	104089	108341	112674
To:	A	88407	92717	97036	101339	105650	109966	114364
	B	90175	94571	98977	103366	107763	112165	116651
	C	92429	96935	101451	105950	110457	114969	119567

<b>DE-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	94753	99383	104008	108639	113262	117892	122607
To:	A	96174	100874	105568	110269	114961	119660	124446
	B	98097	102891	107679	112474	117260	122053	126935
	C	100549	105463	110371	115286	120192	125104	130108

**DE - DENTISTRY GROUP**  
**PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the DE levels 1 to 3 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid at the DE levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay.

**EC - ECONOMICS AND SOCIAL SCIENCE SERVICES GROUP**  
**ANNUAL RATES OF PAY**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

<b>EC-01</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	49962	51708	53522	56145	58082
To:	A	50711	52484	54325	56987	58953
	B	51725	53534	55412	58127	60132
	C	53018	54872	56797	59580	61635

<b>EC-02</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	55898	57253	59259	61950	64088
To:	A	56736	58112	60148	62879	65049
	B	57871	59274	61351	64137	66350
	C	59318	60756	62885	65740	68009

<b>EC-03</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	61741	63503	65261	67531	69861
To:	A	62667	64456	66240	68544	70909
	B	63920	65745	67565	69915	72327
	C	65518	67389	69254	71663	74135

<b>EC-04</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	66649	68927	71310	74555	77128
To:	A	67649	69961	72380	75673	78285
	B	69002	71360	73828	77186	79851
	C	70727	73144	75674	79116	81847

<b>EC-05</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	79681	82113	84798	88655	91714
To:	A	80876	83345	86070	89985	93090
	B	82494	85012	87791	91785	94952
	C	84556	87137	89986	94080	97326

<b>EC-06</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	90023	93179	96532	10092	104406
To:	A	91373	94577	97980	10243	105972
	B	93200	96469	99940	10448	108091
	C	95530	98881	10243	107099	110793
				9		
<b>EC-07</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	10171	104788	107965	112878	116771
To:	A	103241	106360	109584	114571	118523
	B	105306	108487	111776	116862	120893
	C	107939	111199	114570	119784	123915
<b>EC-08</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	110587	113650	116864	122181	126396
To:	A	112246	115355	118617	124014	128292
	B	114491	117662	120989	126494	130858
	C	117353	120604	124014	129656	134129

**EC – ECONOMICS AND SOCIAL SCIENCE SERVICES GROUP  
PAY NOTES**

1. The pay increment period for employees paid in the EC levels 1 to 8 is twelve (12) months, and the pay increase shall be to the next rate in the scale.
2. An employee being paid in the EC levels 1 to 8 shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A), (B) and (C) scales of rates shown immediately below the employee's former rate of pay.
3. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.
4. If an employee dies, the salary due to the employee on the last working day preceding the employees' death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employees' estate.
5. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employees period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) more months prior to the period of leave.

**MD - MEDICINE GROUP**  
**ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 01, 2017**  
**B) Effective April 01, 2018**  
**C) Effective April 01, 2019**

**MEDICAL OFFICER SUB-GROUP**

<b>M D-MOF-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	120382	125329	130286	135243	140196	145152	150111	155060
To:	A	122188	127209	132240	137272	142299	147329	152363	157386
	B	124632	129753	134885	140017	145145	150276	155410	160534
	C	127748	132997	138257	143517	148774	154033	159295	164547
<b>M D-MOF-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>		
From:	\$	148802	153960	159122	164281	169636	174768		
To:	A	151034	156269	161509	166745	172181	177390		
	B	154055	159394	164739	170080	175625	180938		
	C	157906	163379	168857	174332	180016	185461		
<b>M D-MOF-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>				
From:	\$	169893	175880	181605	187096				
To:	A	172441	178518	184329	189902				
	B	175890	182088	188016	193700				
	C	180287	186640	192716	198543				
<b>M D-MOF-4</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>				
From:	\$	188471	194665	200709	206509				
To:	A	191298	197585	203720	209607				
	B	195124	201537	207794	213799				
	C	200002	206575	212989	219144				

**MEDICAL SPECIALIST SUB-GROUP**

<b>M D-MSP-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
From:	\$	175594	181068	187297
To:	A	178228	183784	190106
	B	181793	187460	193908
	C	186338	192147	198756

<b>M D-MSP-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>
From:	\$	195879	201413	207708
To:	A	198817	204434	210824
	B	202793	208523	215040
	C	207863	213736	220416

## **MD - MEDICINE GROUP PAY NOTES**

### **PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the MD-MOF levels 1 to 4 and at the MD- MSP levels 1 to 2 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

### **PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the MD-MOF levels 1 to 4 and at the MD-MSP levels 1 to 2 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the, A, B and C scales of rates shown immediately below the employee's former rate of pay.

**ND - NUTRITION AND DIETETICS GROUP**  
**ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 01, 2017**  
**B) Effective April 01, 2018**  
**C) Effective April 01, 2019**

**SUBGROUP: DIETITIAN**

<b>ND-DIT-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	66578	68255	70037	71841	73645	75529	77494	79462
To:	A	67577	69279	71088	72919	74750	76662	78656	80654
	B	68929	70665	72510	74377	76245	78195	80229	82267
	C	70652	72432	74323	76236	78151	80150	82235	84324

<b>ND-DIT-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	74703	76698	78707	81003	83186	85368
To:	A	75824	77848	79888	82218	84434	86649
	B	77340	79405	81486	83862	86123	88382
	C	79274	81390	83523	85959	88276	90592

<b>ND-DIT-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	80350	82508	84875	87214	89651	92088
To:	A	81555	83746	86148	88522	90996	93469
	B	83186	85421	87871	90292	92816	95338
	C	85266	87557	90068	92549	95136	97721

<b>ND-DIT-4</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	92021	94555	97094	99629	102163	104699
To:	A	93401	95973	98550	101123	103695	106269
	B	95269	97892	100521	103145	105769	108394
	C	97651	100339	103034	105724	108413	111104

**SUBGROUP: ADVISORY**

<b>ND-ADV-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	69091	71223	73562	75874	78284	80689
To:	A	70127	72291	74665	77012	79458	81899
	B	71530	73737	76158	78552	81047	83537
	C	73318	75580	78062	80516	83073	85625

<b>ND-ADV-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	78046	80783	83512	86246	89103	91964
To:	A	79217	81995	84765	87540	90440	93343
	B	80801	83635	86460	89291	92249	95210
	C	82821	85726	88622	91523	94555	97590

<b>ND-ADV-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	87186	90492	93800	97094	100392	103093	105796
To:	A	88494	91849	95207	98550	101898	104639	107383
	B	90264	93686	97111	100521	103936	106732	109531
	C	92521	96028	99539	103034	106534	109400	112269

**ND - NUTRITION AND DIETETICS GROUP**  
**PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the ND-DIT levels 1 to 4, ND-ADV levels 1 to 3 and ND-HME levels 1 to 4 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the ND-DIT levels 1 to 4, ND-ADV levels 1 to 3 and ND- HME level 1 to 4 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay.

**RATE OF PAY ON APPOINTMENT**

4.
  - (a) The rate of pay on initial appointment shall be no less than:
 

**Subparagraphs (i), (ii), (iii) and (iv) apply to ND-ADV-1, ND-DIT-1, and only.**

    - (i) the first (1st) rate of the salary scale for persons with less than one (1) year of recent and relevant experience;
    - (ii) the second (2nd) rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;
    - (iii) the third (3rd) rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;

- (iv) the fourth (4th) rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;

**Subparagraph (v) applies to ND-ADV-1, ND-DIT-1 and only.**

- (v) the fifth (5th) rate of the salary scale for persons with four (4) years, but less than five (5) years of recent and relevant experience;

**Subparagraph (vi) applies to ND-DIT-1 and only.**

- (vi) the sixth (6th) rate of the salary scale for persons with five (5) years, but less than six (6) years of recent and relevant experience;

**Subparagraph (vii) applies to ND-DIT-1 only.**

- (vii) the seventh (7th) rate of the salary scale for persons with six (6) years, but less than seven (7) years of recent and relevant experience.

**OP - OCCUPATIONAL AND PHYSICAL THERAPY  
GROUP ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

<b>OP-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
From:	\$	76214	78174	80196	82218
To:	A	77357	79347	81399	83451
	B	78904	80934	83027	85120
	C	80877	82957	85103	87248

<b>OP-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	76587	78714	80845	82979	85179	87379
To:	A	77736	79895	82058	84224	86457	88690
	B	79291	81493	83699	85908	88186	90464
	C	81273	83530	85791	88056	90391	92726

<b>OP-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	81215	83525	85834	88143	90539	92936
To:	A	82433	84778	87122	89465	91897	94330
	B	84082	86474	88864	91254	93735	96217
	C	86184	88636	91086	93535	96078	98622

**OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP  
PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the OP levels 1 to 4 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the OP levels 1 to 4 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay.

**RATE OF PAY ON APPOINTMENT**

4.
  - (a) The rate of pay on initial appointment shall be no less than:

**Subparagraphs (i), (ii), (iii), (iv) and (v) apply to OP-1 only.**

    - (i) the first (1st) rate of the salary scale for persons with less than one (1) year of recent and relevant experience;
    - (ii) the second (2nd) rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;
    - (iii) the third (3rd) rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;
    - (iv) the fourth (4th) rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;

- (v) In regions, where there are more than four (4) experience increments at level OP-1, persons will be granted one (1) experience increment for each additional year of recent and relevant experience to the maximum of the level OP-1 scale of rates.

**PH - PHARMACY GROUP**  
**ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

<b>PH-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	74575	77158	79743	82415	85175	88029	90882	93737
To:	A	75694	78315	80939	83651	86453	89349	92245	95143
	B	77208	79881	82558	85324	88182	91136	94090	97046
	C	79138	81878	84622	87457	90387	93414	96442	99472

<b>PH-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	88632	92176	96092	100012	103931
To:	A	89961	93559	97533	101512	105490
	B	91760	95430	99484	103542	107600
	C	94054	97816	101971	106131	110290

<b>PH-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	98058	101981	106060	110138	114219
To:	A	99529	103511	107651	111790	115932
	B	101520	105581	109804	114026	118251
	C	104058	108221	112549	116877	121207

**PH - PHARMACY GROUP**  
**PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the PH levels 1 to 3 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the PH levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay.

**PS - PSYCHOLOGY GROUP**  
**ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

<b>PS-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	49057	51204	53347	55489	57638	59781	61930
To:	A	49793	51972	54147	56321	58503	60678	62859
	B	50789	53011	55230	57447	59673	61892	64116
	C	52059	54336	56611	58883	61165	63439	65719

<b>PS-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	63263	65940	68630	71305	73993	76676
To:	A	64212	66929	69659	72375	75103	77826
	B	65496	68268	71052	73823	76605	79383
	C	67133	69975	72828	75669	78520	81368

<b>PS-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	74291	77364	80436	83520	86612
To:	A	75405	78524	81643	84773	87911
	B	76913	80094	83276	86468	89669
	C	78836	82096	85358	88630	91911

<b>PS-4</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	83581	87099	90623	94148	97670
To:	A	84835	88405	91982	95560	99135
	B	86532	90173	93822	97471	101118
	C	88695	92427	96168	99908	103646

<b>PS-5</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:	\$	93711	97720	101723	105539	109257
To:	A	95117	99186	103249	107122	110896
	B	97019	101170	105314	109264	113114
	C	99444	103699	107947	111996	115942

**PS - PSYCHOLOGY GROUP**  
**PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the PS levels 1 to 5 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the PS levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay.

**SW - SOCIAL WORK GROUP**  
**ANNUAL RATES OF PAY (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

**SUBGROUP: SOCIAL WELFARE**

<b>SW-SCW-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	50717	52766	54820	56873	58926	60981	63034
To:	A	51478	53557	55642	57726	59810	61896	63980
	B	52508	54628	56755	58881	61006	63134	65260
	C	53821	55994	58174	60353	62531	64712	66892

**SW-SCW-1 CLINICAL SOCIAL WORKERS**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	66315	68365	70415	72470	74524	76578	78632
To:	A	67310	69390	71471	73557	75642	77727	79811
	B	68656	70778	72900	75028	77155	79282	81407
	C	70372	72547	74723	76904	79084	81264	83442

**SW-SCW-2**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	56001	58276	60556	62832	65106	67383
To:	A	56841	59150	61464	63774	66083	68394
	B	57978	60333	62693	65049	67405	69762
	C	59427	61841	64260	66675	69090	71506

**SW-SCW-2 CLINICAL SOCIAL WORKERS**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	68631	70901	73184	75460	77729	80010
To:	A	69660	71965	74282	76592	78895	81210
	B	71053	73404	75768	78124	80473	82834
	C	72829	75239	77662	80077	82485	84905

<b>SW-SCW-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	62665	65221	67773	70333	72895	75447
To:	A	63605	66199	68790	71388	73988	76579
	B	64877	67523	70166	72816	75468	78111
	C	66499	69211	71920	74636	77355	80064

### **SW-SCW-3 CLINICAL SOCIAL WORKERS**

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	71576	74133	76683	79245	81805	84357
To:	A	72650	75245	77833	80434	83032	85622
	B	74103	76750	79390	82043	84693	87334
	C	75956	78669	81375	84094	86810	89517

<b>SW-SCW-4</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	71587	74177	76759	79349	81948	84532
To:	A	72661	75290	77910	80539	83177	85800
	B	74114	76796	79468	82150	84841	87516
	C	75967	78716	81455	84204	86962	89704

<b>SW-SCW-5</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	84907	88058	91212	94366	97519	100676
To:	A	86181	89379	92580	95781	98982	102186
	B	87905	91167	94432	97697	100962	104230
	C	90103	93446	96793	100139	103486	106836

**SW - SOCIAL WORK GROUP  
PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the SW-SCW levels 1 to 5 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the SW-SCW levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay.

## APPENDIX "A-1"

**NU-NURSING GROUP ANNUAL RATES OF PAY  
FOR COMMUNITY HEALTH NURSING (NU-CHN) (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

**PENDING REGISTRATION**

From:	\$	67664
To:	A	68679
	B	70053
	C	71804

<b>NU-CHN-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>
From:	\$	72514	73387
To:	A	73602	74488
	B	75074	75978
	C	76951	77877

<b>NU-CHN-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
From:	\$	74265	76013	77765	79518	81265	83019
To:	A	75379	77153	78931	80711	82484	84264
	B	76887	78696	80510	82325	84134	85949
	C	78809	80663	82523	84383	86237	88098

<b>NU-CHN-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	74784	76490	78193	79895	81595	83300	85006
To:	A	75906	77637	79366	81093	82819	84550	86281
	B	77424	79190	80953	82715	84475	86241	88007
	C	79360	81170	82977	84783	86587	88397	90207

<b>NU-CHN-4</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	77238	79067	80882	82722	84543	86369	88189	90016
To:	A	78397	80253	82095	83963	85811	87665	89512	91366
	B	79965	81858	83737	85642	87527	89418	91302	93193
	C	81964	83904	85830	87783	89715	91653	93585	95523

<b>NU-CHN-5</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	80915	82988	85055	87128	89191	91271	93343	95412
To:	A	82129	84233	86331	88435	90529	92640	94743	96843
	B	83772	85918	88058	90204	92340	94493	96638	98780
	C	85866	88066	90259	92459	94649	96855	99054	101250

<b>NU-CHN-6</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	85006	87481	89963	92435	94920	97399	99880	102360
To:	A	86281	88793	91312	93822	96344	98860	101378	103895
	B	88007	90569	93138	95698	98271	100837	103406	105973
	C	90207	92833	95466	98090	100728	103358	105991	108622

<b>NU-CHN-7</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	93815	96646	99480	102309	105138	107968	110797	113625
To:	A	95222	98096	100972	103844	106715	109588	112459	115329
	B	97126	100058	102991	105921	108849	111780	114708	117636
	C	99554	102559	105566	108569	111570	114575	117576	120577

<b>NU-CHN-8</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	95587	98766	101936	105114	107974	111460	114630	117389
To:	A	97021	100247	103465	106691	109594	113132	116349	119150
	B	98961	102252	105534	108825	111786	115395	118676	121533
	C	101435	104808	108172	111546	114581	118280	121643	124571

**9**

120146

121948

124387

127497

**APPENDIX "A-2"**  
**NU - NURSING RATES OF PAY**  
**FOR NU-CHN IN REMOTE COMMUNITIES (in dollars)**

- A) Effective April 1, 2017**  
**B) Effective April 1, 2018**  
**C) Effective April 1, 2019**

**PENDING REGISTRATION**

From	\$	67664
To:	A	68679
	B	70053
	C	71804

<b>NU-CHN-1</b>	<b>Step</b>	<b>1</b>	<b>2</b>
From:	\$	72514	73387
To:	A	73602	74488
	B	75074	75978
	C	76951	77877

<b>NU-CHN-2</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
From:	\$	72560	74265	76013	77765	79518	81265	83019
To:	A	73648	75379	77153	78931	80711	82484	84264
	B	75121	76887	78696	80510	82325	84134	85949
	C	76999	78809	80663	82523	84383	86237	88098

<b>NU-CHN-3</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
From:	\$	73118	74784	76490	78193	79895	81595	83300	85006
To:	A	74215	75906	77637	79366	81093	82819	84550	86281
	B	75699	77424	79190	80953	82715	84475	86241	88007
	C	77591	79360	81170	82977	84783	86587	88397	90207

<b>NU-CHN-4</b>	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
From:	\$	75449	77238	79067	80882	82722	84543	86369	88189	90016
To:	A	76581	78397	80253	82095	83963	85811	87665	89512	91366
	B	78113	79965	81858	83737	85642	87527	89418	91302	93193
	C	80066	81964	83904	85830	87783	89715	91653	93585	95523

**APPENDIX “A1” AND “A-2”**  
**NU - NURSING GROUP**  
**PAY NOTES**

**PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at levels and NU-CHN-1 is six (6) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than six (6) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
2. The pay increment period for employees at the NU-CHN levels 2 to 8 is twelve (12) months. A part-time employee who, on the date of signing of this Collective Agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next increase for part-time employees will be calculated from this date.
3. The pay increment date for an employee appointed to a position in the bargaining unit, including those who are promoted or demoted, shall be the anniversary date of such appointment. The anniversary date for former Health Canada Employees shall remain unchanged unless they are subsequently promoted or demoted.

**PAY ADJUSTMENT ADMINISTRATION**

4. All employees being paid at the pending registration, the NU CHN 1 to 8 scale of rates shall, on the relevant effective dates in Appendix “A”, be paid in the A, B and C scales of rates shown immediately below the employee’s former rate of pay.

**HEALTH CANADA NU-CHN IN REMOTE COMMUNITIES**

5. “Remote community” means a community as defined in the Employer’s Support for Working in Remote Communities Policy.
6. The rate of pay on initial appointment to FNHA at the NU CHN levels 2 to 4 in remote communities as defined in paragraph 5 will be paid on appointment in the applicable salary scale in Appendix “A” shall be no less than:
  - (a) with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;
  - (b) with more than three (3) years of recent experience but with less than five

- (5) years of recent experience, at the second (2nd) step;
- (c) with five (5) or more years of recent experience, at the third (3rd) step;  
or  
such higher step as determined by the Employer;
- (d) Assessment of recent experience will be at the discretion of management.

#### **RATE OF PAY ON INITIAL APPOINTMENT**

7. The rate of pay on initial appointment for the NU-CHN levels 1 to 3 shall be no less than:
  - (a) A nurse, with no experience, or with no recent experience, or with less than one ( 1) year of recent experience, at the first (1st) step of NU-CHN-1 level.
  - (b) A nurse, appointed at the NU-CHN-2, or NU-CHN-3 will be paid on appointment in the applicable salary scale of rates:
    - (i) with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;
    - (ii) with more than three (3) years of recent experience but with less than five (5) years of recent experience, at the second (2nd) step;
    - (iii) with five (5) or more years of recent experience, at the third (3rd) step; or  
such higher step as determined by the Employer.
  - (c) Assessment of recent experience will be at the discretion of management.

#### **NURSE PENDING REGISTRATION**

##### **(a) Appointments - General**

All appointments of persons eligible for registration as a nurse in a province or territory of Canada without further formal training, but who are not formally registered, shall be made as Nurse Pending Registration on a

specified period basis for a period not exceeding twelve (12) months.

**(b) Pay on Appointment**

The rate of pay on appointment as a “specified period” employee of a Nurse Pending Registration is stipulated in Appendix “A”.

**(c) Appointment on Registration**

Upon registration as a nurse in British Columbia, an employee who has been appointed as a Nurse Pending Registration, shall be appointed at the applicable position level for which the employee has qualified (subject to registration). The effective date of such appointment shall be:

(i) retroactive to the date of appointment as a Nurse Pending Registration if no additional formal training or education is required, although the employee may have to successfully complete qualification examinations;

or

(ii) the date of the successful completion of qualification examinations for Registration when additional formal training or education is required.

In no case will the date of such appointment be later than the date of registration.

**APPENDIX “B”**  
**EDUCATION ALLOWANCES – NURSING GROUP**

Effective on the date of signing of the collective agreement and for all purposes of pay, the annual rates of pay for the Nursing Levels stipulated in Appendix “A” shall be altered by the addition of the amounts specified hereunder in Column II in the circumstances specified in Column I.

**EDUCATION ALLOWANCES**

Where the following post-graduate nursing training or nursing education is utilized in the performance of the duties of the position:

<b>COLUMN I</b>	<b>COLUMN II</b>
(a) Recognized specialty training course including the Primary Care Skills Program, 3-6 months	\$ 605
(b) Recognized speciality training course, 7-12 months	\$ 935
(c) (i) One academic year university leading to a certificate* in Administration, Administration and Education, Clinical Fields, Community Health, Gerontology, Health Services Administration I and Health Services Administration II, Mental Health, Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other related field of study approved by the Employer.	\$ 1,650
(ii) Two certificates* each representing one academic year university as described in (i) above.	\$ 2,200
(iii) Three certificates* each representing one academic year university as described in (i) above.	\$ 2,750
(d) Baccalaureate degree in nursing	\$ 3,300
(e) Master’s degree in nursing or any other health related field of study approved by the Employer.	\$ 3,850

One (1) allowance only will be paid for the highest relevant qualification under paragraph B. In the present collective agreement “certificate” refers to a certificate in a first cycle program that results in 30 credits (or 10 courses) in a field of study in the province of Quebec or the equivalent in the other provinces.

**APPENDIX “C”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF RECRUITMENT ALLOWANCE**  
**FOR NURSES IN REMOTE COMMUNITIES**

1.

- (a) In an effort to resolve recruitment problems, the Employer will provide an allowance to NU-CHNs permanently assigned in nursing stations situated in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy for the performance of NU-CHN duties.
- (b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 who supervise nurses employed in remote communities as defined in the Employer’s Support for Working in Remote Community Policy.

2. The parties agree that only the employees identified above, i.e. NU-CHNs hired on or after the date of signing of this agreement, shall be eligible to receive a “Recruitment Allowance” in the following amounts and subject to the following conditions:

- (a) An initial payment of two thousand two hundred and fifty dollars (\$2,250) is paid in the month of hiring, a second (2nd) payment of two thousand two hundred and fifty dollars (\$2,250), is paid at the end of twelve (12) months.

<b>RECRUITMENT ALLOWANCE</b>	
In the month of hiring: \$2,250	At the end of the twelve (12) months after hiring: \$2,250

- (b) Only full-time permanent employees and full-time employees hired for a term of twelve (12) month or more are eligible for this allowance.
- (c) For the purpose of this allowance “full-time” employee means an employee whose regularly scheduled hours of work average thirty-seven decimal five (37.5) hours per week yearly.
- (d) Employees can only become eligible for the second payment of this allowance after they have received ten (10) days’ pay per calendar month for

twelve (12) calendar months continuous or discontinuous.

- (e) The Recruitment Allowance specified above does not form part of an employee's salary.
  - (f) Employees whose employment ends prior to the end of the twelve (12) month period mentioned in (a) shall not be entitled to the second payment of this allowance.
3. The Institute agrees that the Employer may extend this allowance to NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
  4. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:
 

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to their Nurse Manager. The Nurse Manager will bring the issue forward to the Director of Nursing, who will review the nursing service requirements of the community.

The outcome of the review and resulting recommendations will be brought forward to the appropriate authorizing party as per FNHA policy for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Nurse Manager.
  5. An employee may receive this allowance and that of Appendix "E" - Expanded Role Allowance and Appendix "F" - Nurse-in-Charge Allowance, as long as he meets the provisions of such appendixes.
  6. An employee may not receive this allowance and the retention allowance in Appendix "D" during the same twelve (12) month period.
  7. This allowance can only be paid once during his total period of continuous employment in the FNHA.
  8. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX “D”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**RETENTION ALLOWANCE**  
**FOR NURSES IN REMOTE COMMUNITIES**

1.
  - (a) In an effort to resolve retention problems, the Employer will provide an allowance to NU-CHNs permanently assigned in nursing stations situated in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy for the performance of NU-CHN duties in the Health Services group.
  - (b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 who supervise nurses employed in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy.
2. The parties agree that NU-CHN employees who perform the duties of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:
  - (a) Commencing on April 1, 2014 and ending March 31, 2017, NU-CHN employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
  - (b) The employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily amount</b>
NU-CHN	\$5,500.00	\$21.08

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
  - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
  - (e) Only permanent employees and employees hired for term of twelve (12) months or more are eligible for this allowance.
  - (f) Employees can only become eligible for this allowance after they have received ten (10) days' pay per calendar month for twelve (12) calendar months.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
  4. The Institute agrees that the Employer may extend this allowance to NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
  5. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to their Nurse Manager. The Nurse Manager will bring the issue forward to the Director of Nursing, who will review the nursing service requirements of the community.

The outcome of the review and resulting recommendations will be brought forward to the appropriate authorizing party as per FNHA policy for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Nurse Manager.

6. The terminable allowance will cease where an employee is assigned or temporarily appointed to duties with no responsibility within or for remote communities, for the duration of the assignment or temporary appointment. Employees participating on primary care nursing training outside the remote community will continue to receive the terminable allowance for the period they are on training.
8. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
9. An employee may receive both this allowance and that of Appendix "E" - Expanded Role Allowance and Appendix "F" - Nurse-in-charge, as long as he meets the provisions of both appendixes.
10. An employee may not receive this allowance and the recruitment allowance in Appendix "C" during the same twelve (12) month period.
11. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX “E”  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FNHA AND THE UNION  
IN RESPECT OF EXPANDED PROFESSIONAL ROLE ALLOWANCE  
FOR NURSES**

1.
  - (a) In an effort to recognize their expanded professional role, the Employer will provide an allowance to NU-CHN-2, NU-CHN-3 AND NU-CHN-4 employees in nursing stations situated in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy for the performance of expanded professional role.
  - (b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these remote communities.
  
2. The parties agree that employees who perform the duties of positions identified above shall be eligible to receive an allowance in the following amounts and subject to the following conditions:
  - (a) Commencing the first (1st) day of the month following the month during which this Agreement is signed NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
  - (b) The employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>EXPANDED PROFESSIONAL ROLE ALLOWANCE</b>	
<b>Annual Amount: \$6,000</b>	<b>Daily Amount: \$23.00</b>

- (c) The Allowance specified above does not form part of an employee’s salary.

- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. The Union agrees that the Employer may extend this allowance to NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
5. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to their Nurse Manager. The Nurse Manager will bring the issue forward to the Director of Nursing, who will review the nursing service requirements of the community.

The outcome of the review and resulting recommendations will be brought forward to the appropriate authorizing party as per FNHA policy for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Nurse Manager.

7. As long as he meets the provisions of all relevant appendixes, an employee may receive:
- (a) this allowance and that of Appendix "C" - Recruitment Allowance and/or Appendix "F" - Nurse-in-Charge Allowance,
- or
- (b) this allowance and that of Appendix "D" - Retention Allowance and/or Appendix "F"- Nurse-in-Charge Allowance.

**NU-CHNS Currently in Receipt of the Allowance**

- (c) NU-CHNS currently in receipt of the allowance at the time of signing who have not successfully completed an approved primary care skills program will have to go on the first available course offered. The employer will endeavour to provide reasonable notice to the employees.
  - (d) If the employee refuses to go on the course without a reason deemed acceptable by the employer, the employee will cease to be eligible for this allowance. Once this employee has completed the course he will become eligible again for this allowance.
  - (e) Employees currently in receipt of the allowance when being sent on the primary care skills program will continue to receive the allowance.
8. Every effort will be made by the Employer to ensure that those nurses required to perform the expanded role will have access to the primary skills nursing program within one year of appointment.
  9. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
  10. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX "F"**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**NURSE-IN-CHARGE ALLOWANCE**

1. In an effort to recognize the role of Nurse-in-Charge (NIC), the Employer will provide an allowance to NU-CHNs, for the performance of the duties of position of NIC
2. The parties agree that NU-CHN who performs the duties of the NIC position shall be eligible to receive an allowance in the following amount and subject to the following conditions:
  - (a) Commencing the first (1st) day of the month following the month during which this agreement is signed NU-CHN employees who perform the duties of the NIC position shall be eligible to receive an allowance to be paid biweekly;
  - (b) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
Nurse-in-Charge	\$6,000	\$23.00

  - (c) The Terminable Allowance specified above does not form part of an employee's salary.
  - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. A part-time Nurse-in-Charge employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. As long as he meets the provisions of all relevant appendixes, an employee may receive:
  - (a) this allowance and that of Appendix “C” - Recruitment Allowance and/or Appendix “E” - Expanded Role Allowance;  
  
or
  - (b) this allowance and that of Appendix “D” - Retention Allowance and/or Appendix “E” - Expanded Role Allowance.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX “G”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**TRIPS FOR NURSES IN REMOTE COMMUNITIES**

**Preamble**

In an effort to resolve recruitment and retention problems, the Employer will reimburse the cost of two (2) trips to NU-CHNs in nursing stations situated in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy for the performance of NU- CHN duties subject to the conditions outlined in the Application section below.

**Application**

1. This memorandum only applies to employees and not to their dependants.
2. This memorandum does not apply to relief nurses, to part-time nurses or to a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. NU-CHNs who meet the entitlement provisions stipulated in clause 4 will be granted two (2) trips for each twelve (12) month period of continuous employment in a remote community.

**Qualification**

- (a) To qualify for a trip, the employee must have received ten (10) days pay per calendar month for seven (7) consecutive calendar months within the period described in clause 3.
- (b) For the purpose of clause 3, time away on the mandatory clinical skills training course will not be considered as an interruption of the twelve (12) month continuous employment period in a remote community.
- (c) For the purpose of paragraph 4(a), time away on the mandatory clinical skills training course will not be counted toward the consecutive seven (7) month period requirement but will not be considered as an interruption of the said period.

**Reimbursement**

- (d) The amount of expenses reimbursed shall be the lesser of:
    - (i) the actual transportation and travelling expenses incurred in travelling, by any mode(s) of transportation, from the headquarters to any other location and return,
    - or
    - (ii) the return economy class air fare between the headquarters and Vancouver, ground transportation to and from the airport at the headquarters and Vancouver, and the travelling expenses for any necessary stopovers, due to the airline schedules, between the headquarters and Vancouver.
4. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX “H”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**SECOND ON-STANDBY FOR THE NURSES IN REMOTE COMMUNITIES**

**Introduction/Purpose**

The purpose of this Memorandum of Understanding (MOU) is to ensure that implementation of the standby clause of the collective agreement (Article 11) between the First Nations Health Authority (FNHA) and the Professional Institute of the Public Service of Canada (PIPSC) is consistently applied as it pertains to second on standby requirements. This MOU provides nursing managers/supervisors with the principles, factors and application for the assignment of the second nurse on standby MOU.

The Union and the Employer agree that a second nurse assigned to standby duties in remote communities is necessary for a number of reasons. The primary requirement is for a second nurse to be available at the nursing station/health centre to assist the primary nurse during periods of high case loads and /or when there is a critical client case(s) and for the safety of patients and nursing staff.

**Principles**

The MOU on Second Nurse on Standby Duty is based on the following Principles:

- A. Unless there is agreement between the supervisor and the nurse, the nurse should never be working alone without on-site nursing backup. This includes nurses working in satellite communities.
- B. A nurse who is in the situation where he/she is alone in the community or facility with no on-site nursing backup should immediately contact the supervisor. The nurse will be removed immediately from the community if he/she expresses this request.
- C. Should the nurse who is alone in the facility or community expresses to the supervisor that she is comfortable to remain alone until the relief nurse arrives, the supervisor should consider the factors listed below before determining if the nurse may remain in the community for up to 12 hours awaiting the arrival of the second nurse. If the nursing backup cannot be reasonably expected to arrive in the

community within a 12 hour period, the on-site nurse should be removed from the community via the first available transportation.

- D. The Nurse Manager is responsible for the final decision regarding the removal of a nurse from the community when there is no second nurse on-site and where the nurse on-site has indicated she or he is willing to wait for the arrival of the backup nurse. Each community will have a contingency plan which defines who in the community will provide First Aid and arrange emergency medical services and evacuation when there is no FNHA nurse on-site.
- E. The FNHA is not responsible to remove the family from the community if the nurse must leave due to lack of second on-standby nurse.
- F. FNHA Public Health (PH) nurses and/or Home and Community Care (HCC) nurses may be in the community and must be notified that the FNHA nurse is being removed.
- G. PH and HCC nurses should not be considered as second on-standby nurses when they are in community to perform their regular visitation functions.
- H. The second nurse on-standby should remain in the community and be readily available as back up to the primary nurse on duty.

**Factors for permitting a nurse to remain in community awaiting the arrival of the second on-standby:**

Management will make the final decision to remove the nurse based upon the following three factors:

- the stability of the community;
- the skill level of the nurse;
- the nurse's own evaluation of the situation.

The decision to remove or to allow a nurse to remain in community must be documented and prior to removal must be communicated to:

- Community Leadership
- FNHA Regional Director
- FNHA VP responsible
- FNHA Nurse Manager/Supervisor and FNHA Head of Nursing.

**Application**

This MOU applies to all nursing stations and centres where there are currently “nurse on standby” assignments that provide treatment services outside regular clinic hours.

The Nurse-In-Charge of the community is accountable for scheduling the standby roster and for reporting staffing shortages to the supervisor well in advance of the anticipated vacancy so replacements can be scheduled.

In each facility as identified above there will be a second nurse on standby and compensation will be provided as determined by the relevant provisions of the collective agreement.

There will be no exceptions to the application of this MOU based on size of the facility or stability community, or level of experience or competency of the nurse(s).

Every attempt will be made to ensure that the nurse is relieved from standby duty every third weekend. The nurse does not necessarily have to leave the community during the weekend of relief from standby duty.

Two and three nurse facilities will require additional staff to ensure that nurses are relieved of on standby duty minimally every third weekend.

Communities and the FNHA will ensure the regular renew and update of the Community Contingency Plan which outlines who in the community is responsible in the event of no FNHA nurse being in community to deliver services. This plan should include who is responsible for providing First Aid, arranging for emergency services such as emergency medical evacuation and other emergency medical assistance.

Communication with the First Nations Community leaders, the FNHA Regional Director and the responsible FNHA, VP is necessary if a nurse is to be removed because of lack of a second on-standby nurse. This communication must be done in advance of the nurse being removed.

If an FNHA nurse is removed from the community, the community contingency plan should be consulted to determine who is responsible for providing First Aid and arranging for other emergency medical assistance.

The nurse who is removed from a community due to the second on-standby MOU may be reassigned to a neighbouring community to provide off-site telephone support to the community until a second nurse on-standby can be assigned.

Nurses working permanently in a community who are accompanied by dependents should be informed, at the time of permanent posting to the remote community, that they may need to leave the community and, may be required to work remotely from a neighbouring

community, when a second nurse on standby is not available in the community.

### **Accountability**

The Nurse In Charge of the facility is accountable for scheduling the standby roster and for reporting staffing shortages or gaps to the Nursing Manager in advance so replacement nurse(s) can be planned.

The Nursing Manager is accountable for staffing. Once it is determined, based on the Principles outlined in this MOU, that the nurse will be removed from the community, the contingency plan for the community goes into effect and the community leaders and other nurses (PH and/or HCC) are notified. All instances where a nurse in community either; works on their own awaiting the arrival of a second on-standby, or is removed because no second on-standby was available, must be documented in writing by the Nurse Manager and reported to the supervisor, the head of nursing, the VP responsible and the FNHA Regional Director. The record of the decision shall be made in writing and must include the rationale and any discussions, outcomes etc.

**APPENDIX “I”**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**APPLICATION OF FNHA SUPPORT FOR WORKING IN REMOTE COMMUNITIES**  
**POLICY TO NURSES**

The FNHA and PIPSC agree that the FNHA Support for Working in Remote Communities Policy will replace the National Joint Council (“NJC”) Isolated Post and Government Housing Directive.

For the life of this Agreement, nurses employed as of ratification of this collective agreement will not suffer a loss of an allowance(s) they may have received under the NJC Isolated Post and Government Housing Directive for working in Fort Ware, Klemtu, and Telegraph Creek.

At the time of collective bargaining, there remain outstanding issues related to housing in remote communities arising from the transfer of programs from Canada to the FNHA that impede discussions on the issue between the Union and the FNHA. Until these outstanding issues are resolved and the FNHA and the Union have had an opportunity to discuss and agree on an approach, the current practices related to nurse housing in remote communities will continue.

The Union and the FNHA will continue to discuss factors for consideration in the point system which may impact recruitment challenges in remote communities.

**APPENDIX “J”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**LEAVE STATUS FOR NURSES AS A RESULT OF A WORK-RELATED CRITICAL**  
**INCIDENT**

This memorandum is to give effect to the understanding reached by the Employer and the Union in negotiations for the renewal of the agreement covering nurses.

During the term of the collective agreement, the parties agree:

1. To ongoing discussion in accordance with Article 36 (Joint Consultation) pertaining to work related critical incidents; and
2. To maintain the obligation outlined in *Leave Status for FNIHB Nurses as a Result of a Work-Related Critical Incident while Employed by FNIHB*, Health Canada, dated December 2003, subsequent to a work-related critical incident.

**APPENDIX “K”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**PROTECTIVE CLOTHING REIMBURSEMENT FOR NURSES**

In an effort to resolve recruitment and retention issues, the Employer recognizes the need for full-time, part-time and Nurse Resource Pool employees to have reasonable weather protective clothing.

1. This reimbursement applies to:
  - (a) Full-time, part-time and Nurse Resource Pool employees with an average work week of 13 hours or greater with an employment term of 3 months or longer; and
  - (b) Who spend more than 50% of their scheduled work time in or travelling to First Nation Communities.
  
2. The following weather protective clothing will be reimbursed, upon the submission of receipts, to a maximum of \$1,200.00 every 3 years:
  - (a) Winter Parka
  - (b) Winter Footwear
  - (c) Mittens or Gloves
  - (d) Ear Muffs/Hat
  - (e) Wind Pants
  - (f) Snow Pants
  - (g) Insulated Socks
  - (h) Thermal Underwear
  - (i) Rain Gear
  - (j) CSA Standard Rubber/Safety Boots
  
3. Those employees who have been reimbursed under this MOU and have not passed probation will be required to return the reimbursement to the Employer.

**APPENDIX “L”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**THE ASSIGNMENT SUPPORT MEASURES FOR COMMUNITY HEALTH NURSES IN**  
**THE RESOURCE POOL WORKING IN REMOTE COMMUNITIES**

The Employer has established a resource pool of community health nurses to provide temporary nursing services. The temporary services will be in two forms; regularly scheduled permanent and term part-time rotation through facilities in communities, or casual relief. The resource pool will not be used for long-term assignments or as a means to circumvent appropriate staffing processes.

The purpose of this memorandum is to identify additional support and ensure standardization of support measures for resource pool nurses working in remote communities.

**Application**

The parties agree to the following conditions for Resource Pool nurses:

- a. This memorandum applies only to assignments in communities identified in the Employer’s Support for Working in Remote Communities Policy.
- b. The Resource Pool nurses will be assigned to work in one or more remote communities from a designated point of origin. The work locations vary according to operational requirements.
- c. These Resource Pool assignments will not normally be greater than two (2) months, but, in exceptional circumstances may be extended with the agreement of the Resource Pool nurse. However, the assignment will never exceed a period of three (3) months.
- d. If the assignment period exceeds three (3) months, the nurse will no longer be considered a relief pool nurse and the Employer’s Support for Working in Remote Communities Policy will apply. This memorandum applies only to employees and not to their dependents.
- e. The Employer’s Travel Policy will apply to return travel between the employee’s personal residence and the community to which the Resource Pool nurse is assigned.

An employee's personal residence within British Columbia is as stated in their letter of employment. It is expected that Resource Pool nurses live within commuting distance (< 2 hours' drive) to an airport and will be able to report to work in an emergency situation. Should the Resource Pool nurse relocate to a closer residence after their letter of employment, expenses will be determined from the new personal residence. Where a nurse's personal residence changes to a location further away from the Resource Pool position location after the letter of employment, the FNHA is not obligated to cover the additional expenses caused by the greater distance.

- f. Extra duty pay, stand-by pay, call-back pay and travel time will be paid out and may not be requested as compensatory leave.

### **Support Measures**

- a. During the specified period of employment, a Resource Pool nurse assigned to one remote post may be required to leave that post, work at another post, and then return to the original post for the remainder of their specified period employment. In such cases, the Resource Pool nurse will be considered to be in "travel status" during the period spent travelling to and from the interim work location, and will be subject to the terms of the Employer's Travel Policy.
- b. In addition to the free baggage allowance, the employer will cover excess baggage costs (including food) in the following amounts:
- 2 to 4 week assignment – 50 kg.
  - 4 to 8 week assignment – 75 kg.
  - 8 to 12 week assignment – 100 kg.
- c. In the case of air carriers that charge a fee for all passenger baggage, the cost of an additional 25 kg will be covered by the employer. In the event of contiguous assignments to different posts within an assignment period, the employer will cover the cost of transporting the allowable excess baggage between the remote communities.
- d. In the event of an extension of an initial assignment where the initial allowable excess baggage was less than 100 kg, the employer will assume costs for transporting additional baggage commensurate with the length of the assignment, but at no time will the total allowable excess baggage weight exceed 100 kg.
- e. Resource Pool nurses will be eligible to receive a daily support amount for each working day assigned to a remote community as per the rates set out in the Employer's Support for Working in Remote Communities Policy and Procedures.

**Accommodation and Related Expenses**

- a. While posted in a remote community, nurses will not be charged for housing, cable and/or satellite, internet access, heat/hydro, and basic telephone.
- b. Shared accommodation may occur.
- c. The employee is responsible for supplying their own food, and calling-cards for personal long-distance telephone calls, if available.
- d. It is expected that Resource Pool nurses will not travel with family or pets.

**Assignments**

- a. No community assignment may be refused except by written consent of the delegated manager.
- b. Resource Pool assignments during peak holiday times (i.e. designated holidays, Christmas, New Year's and during the summer months) must be accepted in their entirety. Wherever possible, and unless otherwise requested by the designated manager, assignments will be such that a nurse will not be required to work both Christmas (Christmas Day and Boxing Day), and New Year's.
- c. There will be a minimum two (2) week break between assignment periods for permanent, part-time Resource Pool nurses.
- d. Requests for annual leave during the assignment period in a community will not be granted.
- e. Routine medical/dental appointments must be scheduled for periods when the nurse is not assigned to a community. The Resource Pool nurse must advise the delegated manager of any scheduled specialist appointments prior to accepting an assignment.
- f. Assignment plans for rotating part-time nurses may be prepared over a twelve month period. Annual Leave, if requested by the nurse, will be included in the twelve month assignment plan for purposes of pay and benefit calculations and adjustments. On a yearly basis, hours worked must average less than 37.5 hours per week. A review of hours worked will be done every 6 months and the nurse will be informed in writing of their balances and will receive any salary and benefits owing.
- g. The Assignment plan will be based on the FTE of the Resource Pool nurse's letter of offer terms of employment. The consent of the Resource Pool nurse is required when there is a substantial change in the annual hours identified in the letter of employment.

Candidates and appointees to nursing positions will be provided with training in areas such as clinical skills and community health should they so require as well as upgrading and/or re-certifications on an ongoing basis. Training courses may be for a few days or up to four months and may require extended absence from the residential and/or work location.

This Memorandum of Understanding shall form part of this Collective Agreement.

**APPENDIX “M”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**SAFETY AND HEALTH INFORMATION**

The parties recognize the benefits of sharing information on matters related to safety and health. As such, they propose, in the spirit of consultation, that regular exchanges of information take place, in accordance with the *Workers Compensation Act* and Regulations.

They also propose that the information be shared via the JOSH at the local level. Where such committees do not exist, the department, in collaboration with the Union representative as selected by the Union, will work towards their creation.

Specifically, the exchange of information, while not limited to, would include the following:

1. Incidents:
  - vandalism;
  - threats;
  - assaults;
  - break-in and thefts.
2. Safety Concerns.
3. Updates on policies and activities of the Employer and/or departments related to employee safety and health.

The type of information provided, subject to confidentiality and privacy requirements, should include:

1. Specific Incident:
  - brief description of the incident;
  - where the incident occurred;
  - the immediate response;
  - follow-up action.
2. Summative statistics (local, regional, provincial level).

**APPENDIX “N”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**PROFESSIONAL CARE AND SERVICE DELIVERY**

The parties agree to establish a joint committee comprising equal representation to meet within ninety (90) days of the signing of the collective agreement for the Union. The joint committee shall examine in particular the creation of a voluntary declaration of errors mechanism; the conditions under which the professional health care is exercised in the FNHA; and the service delivery and patient safety in the health field.

The joint committee shall produce recommendations, which will be made available to both parties concerned for examination at the next round of collective agreement negotiations. The joint committee shall submit its recommendation no later than two (2) months before the expiration date of the said collective agreement, unless the Employer and the Union agree in writing to extend the deadline.

The Committee shall be co-chaired by the Employer and the Union. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.

**APPENDIX “O”**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**HOUSEKEEPING COMMITTEE**

**1. The Committee**

The Employer, PIPSC and PSAC agree to convene a Housekeeping Committee within 90 days of ratification.

**2. Purpose and mandate of the Committee**

- (a) The purpose of the Committee is to review in detail the wording and content of the Collective Agreements.
- (b) The mandate of the Committee includes revisions that:
  - reflect the context of the FNHA and location within BC;
  - change the linkages from former federal references to appropriate FNHA and provincial references;
  - correct grammar, spelling, and punctuation;
  - correct formatting and numbering; and,
  - Harmonize the two collective agreements – e.g. language of analogous provisions.

**3. Makeup and administration of the Committee**

- (a) The Committee will be made up of two representatives appointed by the FNHA, one representative appointed by PIPSC and one representative appointed by PSAC.
- (b) Committee meetings will be chaired alternately by one representative of the unions and one representative of the Employer.
- (c) The Committee will meet every month and other meetings may be called by mutual agreement.
- (d) The Committee will dissolve at the end of the term of the Collective Agreements.
- (e) Each side shall pay their own expenses for activities related to the Committee.

**4. Outcome of the Committee**

The Committee will provide recommendations to all parties for the purpose of collective bargaining prior to the end of the term of the collective agreements.

**APPENDIX “P”**  
**LETTER OF AGREEMENT**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF THE**  
**SUB PLAN**

Whereas the Federal Government, on December 3, 2017 implemented changes to Employment Insurance parental leave benefits;

Whereas the changes allowed parents to choose to receive employment insurance benefits over an extended period of up to eighteen (18) months at a lower benefit rate of thirty-three percent (33%) of average weekly earnings or the base period of up to twelve (12) months at the benefit rate of fifty-five percent (55%);

And whereas these changes relate to federal Employment Insurance rules only, and provincial Employment Standards leave periods have not been amended at this time;

The Parties agree to the following additions to Articles 16.07(c) and (k) of the Collective Agreement;

1. Employees who qualify for parental leave without pay under Article 16.06 will be required to make an election prior to starting parental leave without pay. An employee may elect to choose a leave of up to thirty-seven (37) consecutive weeks without pay (hereafter “standard parental leave”) or leave of up to sixty-three (63) consecutive weeks without pay (hereafter “extended parental leave”).
2. Once an employee opts for standard or extended parental leave, the decision is irrevocable.

**3. Employees who opt for standard for standard parental leave**

There is no change to the parental leave SUB Plan allowance as a result of the Letter of Agreement or the federal changes.

**4. Employees who opt for extended parental leave**

In keeping with the intent of the federal changes, employees who opt for extended parental leave will have their total SUB allowance amount recalculated over 61 weeks instead of thirty-five (35). The weekly benefit amount that an employee who opts for an extended parental leave shall equal:

{the total amount that the employee would have received under article 16.07(c)  
for an entire standard parental leave}

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This allowance will be paid up to a maximum of sixty-one (61) weeks.

5. Once the standard or extended parental leave weekly SUB Plan allowance is set it will not be changed if the employee opts to return to work early.
6. The maximum combined maternity and parental leave entitlement shall continue to be limited to fifty-two (52) weeks if an employee elects to take standard parental leave or 78 weeks if an employee elects to take the extended parental leave.
7. Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) week standard parental leave or sixty-one (61) week extended parental leave allowance between them.
8. Employees choosing extended parental leave may opt to maintain their medical, extended health, dental, group-life and long-term disability benefits for the additional twenty-six (26) weeks of leave by paying their own and the Employer premiums. During this period, employees will be deemed to be on a leave without pay in accordance with Article 16.22.
9. The parties acknowledge that this Letter of Agreement will need to be revisited in the event the BC Employment Standards Act is amended to bring it in line with the relevant changes to federal statutes.

**APPENDIX “Q”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**NURSES IN REMOTE COMMUNITIES**

**Re: Working Committee – Nurses in Remote Communities**

The parties agree to establish a Working Committee (“Committee”) of the Joint Labour Management Committee upon ratification of the renewed Collective Agreement. The Committee will be comprised of up to three (3) members of each party with one of the Employers members being the Chief Nursing Officer. The Working Committee will schedule its initial meeting within ninety (90) days of ratification.

The purpose of the committee is to inquire into the circumstances that lead to concerns about administrative or operational inequities experienced by nurses in remote stations as compared to nurses working in other locations of the Employer. The Committee will list the concerns and circumstances giving rise to them and develop joint recommendations as able.

The Committee will report to the Joint Labour Management Committee by June 30, 2018 for discussion and disposition. Thereafter, this may form a standing agenda item in the discretion of the Joint Labour Management Committee for as long as concerns remain or may be placed as an agenda item on an ad hoc basis.

**APPENDIX “R”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**FNHA POLICIES**

**Re: ARTICLE 34 – FNHA POLICIES**

The parties understand that from time to time it may be of mutual interest to revise and update the following policies attached to the Collective Agreement:

- (a) Travel Policy
- (b) Support for Working in Remote Communities Policy
- (c) Relocation Policy

On a strictly without prejudice basis to the parties’ respective positions on the status of these policies, the Employee agrees for the term of the 2017 to 2020 Collective Agreement only, it may meet with the Union on order to negotiate changes to the policies. Both parties undertake to negotiate in good faith to reach agreement on proposed changes.

**APPENDIX “S”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**FIRST NATIONS VOLUNTARY DISPUTE RESOLUTION PROCESS**

In recognition of the culture and heritage of the FNHA, the parties agree to implement a First Nations Voluntary Dispute Resolution Process during the term of this collective agreement.

**First Nations Dispute Resolution Process**

At any step in the grievance procedure prior to arbitration an employee, upon written request, and with the mutual consent of the Employer, may request that a dispute be placed before an Elder.

The FNHA Elder(s) will determine the process. The FNHA Elder(s) may decide that the dispute is not appropriate for this process.

This process may involve the Elder(s) hearing the parties separately and then providing recommendations to resolve the dispute jointly in front of both parties. The employee may choose to have a representative or a support person in attendance.

Recommendations are non-binding and provided with the intent to resolve the dispute on a without prejudice basis.

A dispute may only be referred to this process once.

**Acceptance of the Recommendations**

If the employee and the FNHA accept the recommendations of an Elder, the dispute will be deemed to have been resolved subject to the fulfillment of the terms of the Elder recommendation.

**Rejection of the Recommendations**

If any one of the parties rejects the recommendations, the dispute may return to the grievance process without prejudice to the time limits within the grievance procedure.

**Documentation**

This process is intended to be verbal and spiritual. Documents on the grievance file

pertaining to this process will be limited to:

- (d) A record that the dispute has been referred to the First Nations Dispute Resolution Process;
- (e) A record of the date the dispute was resolved or returned to the grievance process.

**Time Limits**

The parties agree that all reasonable efforts will be made to have Elder meetings within thirty (30) calendar days of a request. Reasonable participation in this process during regularly scheduled hours will be paid, subject to operational requirements.

**APPENDIX “T”**  
**FIRST NATIONS HEALTH AUTHORITY**  
**WORKFORCE ADJUSTMENT**

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**ANNEX A TRANSITION SUPPORT MEASURE (TSM)**

## General

### Application

This Appendix applies to all indeterminate employees represented by the Professional Institute of the Public Service of Canada BC First Nations Health Authority Group (PIPSC-BCFNHA Group) for whom the First Nations Health Authority (FNHA) is their Employer.

### Collective agreement

This Appendix is deemed to form part of all the collective agreements between the parties and employees are to be afforded ready access to it.

Notwithstanding Article 51, Contracting Out of the collective agreement, in the event of conflict between the present Workforce Adjustment Appendix and that Article, the present Workforce Adjustment Appendix will take precedence.

### Effective Date

This Appendix is effective on the date of signing.

### Policy

It is the policy of the First Nations Health Authority to maximize employment opportunities for indeterminate employees facing workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

Reasons for the occurrence of workforce adjustment situations include, but are not limited to, expenditure constraints, new legislation, program changes, reorganization, technological change, productivity improvement, elimination or reduction of programs or operations in one or more locations, relocation, and, decentralization. These situations may result in a lack of work or discontinuance of function.

Indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the CEO knows or can predict employment availability will receive a guarantee of a reasonable job offer within the FNHA. Those employees for whom the CEO cannot provide the guarantee will have access to transitional employment options as per Parts VI of this Appendix.

### Definitions

**Accelerated lay-off** - occurs when a surplus employee makes a request to the CEO, in writing, to be laid-off at an earlier date than that originally scheduled, and the CEO

concurr. Lay-off entitlements begin on the actual date of lay-off.

**Affected employee** - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

**Authority** - means the First Nations Health Authority and any positions in or under the jurisdiction of the First Nations Health Authority for which the Authority has the sole authority to appoint.

**Alternation** - occurs when an opting employee, not a surplus employee, who wishes to remain employed within the Authority exchanges positions with a non-affected employee (the alternate) willing to leave the Authority with a Transition Support Measure or with an Education Allowance.

**CEO** – is the First Nations Health Authority CEO or his or her official designate.

**Education allowance** – is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the CEO cannot guarantee a reasonable job offer. The Education Allowance is a cash payment equivalent to the Transition Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000).

**Guarantee of a reasonable job offer** - is a guarantee of an offer of indeterminate employment within FNHA provided by the CEO to an indeterminate employee who is affected by a workforce adjustment situation. The CEO will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability within the FNHA. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

**Laid-off person** - is a person who has been laid-off and who still retains a re-appointment priority in accordance with staffing and other related policies of the First Nations Health Authority.

**Lay-off notice** - is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This notice period is included in the surplus period.

**Lay-off priority** - a person who has been laid off is entitled to a priority for appointment to a position in the FNHA for which, in the opinion of the CEO, he or she is qualified. An appointment of an employee with this priority is excluded from the FNHA Staffing Complaint Policy. This priority is accorded for one (1) year following the lay-off date.

**Opting employee** - is an indeterminate employee whose services will no longer be required as a result of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the CEO and who has one hundred and ninety

(90) days to consider the options in section 6.3 of this Appendix.

**Pay** - has the same meaning as “rate of pay” in the employee’s collective agreement.

**Priority administration system** - is a system designed by the FNHA to facilitate appointments of individuals entitled to priority status as a result of this Appendix or other staffing and related policies of the First Nations Health Authority.

**Reasonable job offer** - is an offer of indeterminate employment within the FNHA, normally at an equal level but could include lower levels. Surplus employees must be both trainable and mobile. Where possible, the search for a reasonable job offer will be conducted as follows:

- 1) within the employee’s headquarters as defined as an area that spans 16 kms from the assigned workplace using the most direct, safe and practical road.
- 2) within forty kilometres (40 km) of the employee’s place of work or of the employee’s residence whichever will ensure continued employment: and
- 3) beyond forty kilometers (40 km).

**Re-instatement priority** - is an appointment priority accorded to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. An appointment of an employee with this priority is excluded from the FNHA Staffing Complaint Policy.

**Relocation** - is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

**Relocation of work unit** - is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee’s current residence.

**Retraining** - is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the FNHA.

**Surplus employee** - is an indeterminate employee who has been provided a formal written notice by the CEO declaring him or her surplus.

**Surplus priority** – is a priority for an appointment accorded to surplus employees to permit them to be appointed to other positions in the FNHA. An appointment of an employee with this priority is excluded from the FNHA Staffing Complaint Policy.

**Surplus status** - an indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the employee resigns.

**Transition Support Measure** - is one of three (3) options provided to an opting employee for whom the CEO cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of continuous employment, as per Annex A.

**Twelve (12) month surplus priority period in which to secure a reasonable job offer** - is one of three (3) options provided to an opting employee for whom the CEO cannot guarantee a reasonable job offer.

**Workforce adjustment** - is a situation that occurs when the CEO decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function within the FNHA, Such situations may arise for reasons including but not limited to those identified in the Policy section above.

## **Enquiries**

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to their Human Resource Advisor. Human Resource Advisors may in turn, direct questions regarding the application of this Appendix to the Head of Human Resources and Labour Relations of the FNHA.

Enquiries by employees pertaining to entitlements to a priority for appointment or to their status in relation to the priority appointment process should be directed to their Human Resource Advisor.

## **Part I**

### **Roles and responsibilities**

#### **1.1 FNHA**

**1.1.1** Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of the FNHA to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as FNHA employees.

**1.1.2** The FNHA shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees and the FNHA.

**1.1.3** The FNHA shall establish workforce adjustment committees, where appropriate,

to manage the workforce adjustment situations within the FNHA.

**1.1.4** The FNHA shall cooperate to the extent possible with other employers in its efforts to market surplus employees and laid off persons.

**1.1.5** The FNHA shall establish systems to facilitate appointment of the FNHA's affected employees, surplus employees, and laid-off persons.

**1.1.6** When a CEO determines that the services of an employee are no longer required beyond a specified date due to a workforce adjustment, the CEO shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:

(a) is being provided with a guarantee of a reasonable job offer from the CEO and that the employee will be in surplus status from that date on;

or

(b) is an opting employee and has access to the options provided in section 6.3 of this Appendix as the employee is not in receipt of a guarantee of a reasonable job offer from the CEO.

Where applicable, written communication should also provide information relating to the employee's possible lay-off date.

**1.1.7** The CEO will be expected to provide a guarantee of a reasonable job offer to those employees subject to a workforce adjustment situation for whom they know or can predict employment availability within the FNHA.

**1.1.8** Where a CEO cannot provide a guarantee of a reasonable job offer, the CEO will provide ninety (90) days to opting employees to consider the three (3) options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option within ninety (90) days, the employee will be deemed to have selected Option (a) that is the twelve (12) month surplus priority period in which to secure a reasonable job offer.

**1.1.9** The CEO shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

**1.1.10** The FNHA shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process. The FNHA will make available to the bargaining agent the name and work location of affected employees.

**1.1.11** The FNHA shall provide an employee with a copy of this Appendix simultaneous

with the official notification to an employee to whom this Appendix applies that he or she has become subject to an workforce adjustment situation.

**1.1.12** The FNHA is responsible for counseling and advising their affected employees on their opportunities of finding continuing employment within the FNHA.

**1.1.13** The FNHA shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.

**1.1.14** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The FNHA shall avoid appointment to a lower level except where all other avenues have been exhausted.

**1.1.15** The FNHA shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

**1.1.16** Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:

- (a) there are no available priority persons who are qualified and interested in the position being filled; or
- (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

at the site being considered for relocation.

**1.1.17** The cost of travelling to interviews for possible appointments within the FNHA and of relocation to a new location shall be borne by the FNHA. Such costs shall be consistent with the FNHA Travel and Relocation Policies, as amended from time to time.

**1.1.18** For the purposes of the FNHA Relocation Policy, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies

**1.1.19** For the purposes of the FNHA Travel Policy, laid-off persons travelling to interviews for possible appointment within the FNHA are deemed to be "other persons travelling on FNHA business".

**1.1.20** The FNHA shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

**1.1.21** The FNHA shall review the use of temporary personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the FNHA shall not re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

**1.1.22** Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.

**1.1.23** The CEO may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.

**1.1.24** The FNHA shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful.

**1.1.25** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month following the refusal, but not before six (6) months after the surplus declaration date.

**1.1.26** The FNHA will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.

**1.1.27** The FNHA shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:

- (a) the workforce adjustment situation and its effect on that individual;
- (b) the Workforce Adjustment Appendix;
- (c) the FNHA's Priority Administration System and how it works from the employee's perspective (referrals, interviews or boards, feedback to the employee, follow-up by the FNHA, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) the employees' rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives or opportunities that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement, Transition Support Measure, Education Allowance, pay-in-lieu of unfulfilled surplus period, resignation, accelerated lay-off);

- (h) the meaning of a guarantee of reasonable job offer, a twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
- (i) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- (j) the Human Resources and Skills Development Canada Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- (k) preparation for interviews with prospective employers; and
- (l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

**1.1.28** The FNHA shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.

**1.1.29** Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day the CEO accepts the employee's resignation in writing.

**1.1.30** Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.

**1.1.31** The FNHA shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.

**1.1.32** The CEO shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the CEO determines such action is necessary.

**1.1.33** The FNHA shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the CEO in writing that they are not available for appointment.

**1.1.34** The FNHA shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.

**1.1.35** The FNHA shall provide information directly to the bargaining agent on the numbers and status of their members who are in the FNHA Priority Administration System, through reports to the Public Service Alliance of Canada.

**1.1.36** The FNHA shall, wherever possible, ensure that reinstatement priority is given to

all employees who are subject to salary protection as a result of action taken pursuant to this Appendix.

**1.1.38** The FNHA is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.

**1.1.39** The FNHA shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of his or her bargaining agent, when he or she has been referred for consideration but will not be offered the position. The FNHA shall include full details of why he or she will not be appointed to or retained for that position.

## **1.2 Employees**

**1.2.1** Employees have the right to be represented by their bargaining agent in the application of this Appendix.

**1.2.2** Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

- (a) actively seeking alternative employment in co-operation with the FNHA, unless they have advised the FNHA, in writing, that they are not available for appointment either at all or subject to limitations detailed in the employee's response.
- (b) seeking information regarding their entitlements and obligations;
- (c) providing accurate and current information to the FNHA, in a timely fashion, to assist in appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the FNHA;
- (e) ensuring they attend appointments related to referrals;
- (f) seriously considering employment opportunities within the FNHA presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.2.3** Opting employees are responsible for:

- (a) considering the options outlined in Part VI of this Appendix;
- (b) communicating their choice of options, in writing, to their manager no later than ninety (90) days after being declared opting.

## **Part II**

### **Official notification**

**2.1** In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the CEO shall inform, in writing and in confidence, the President of PIPSC-BCFNHA Group and the President of the Professional Institute of the Public Service of Canada not less than forty-eight (48) hours before any workforce adjustment situation is announced.

This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

## **Part III**

### **Relocation of a work unit**

#### **3.1 General**

**3.1.1** In cases where a work unit is to be relocated, the FNHA shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

**3.1.2** Following written notification, employees must indicate, within a period of three (3) months, their intention to move. If the employee's intention is not to move with the relocated position, the CEO can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this Appendix.

**3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.20.

**3.1.4** Although the FNHA will endeavour to respect employee location preferences, nothing precludes the FNHA from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

**3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this Appendix.

## **Part IV**

### **Retraining**

#### **4.1 General**

**4.1.1** To facilitate the appointment of affected employees, surplus employees and laid-off persons, the FNHA shall make every reasonable effort to re-train such persons for:

- (a) existing vacancies, or
- (b) anticipated vacancies identified by management.

**4.1.2** The FNHA shall be responsible for identifying situations where re-training can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.

**4.1.3** Subject to the provisions of 4.1.2, the CEO shall approve up to two (2) years of re-training.

#### **4.2 Surplus Employees**

**4.2.1** A surplus employee is eligible for re-training providing:

- (a) re-training is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
- (b) there are no other available priority persons who qualify for the position.

**4.2.2** The FNHA is responsible for ensuring that an appropriate re-training plan is prepared and is agreed to in writing by the employee and the appropriate manager.

**4.2.3** Once a re-training plan has been initiated, its continuation and completion are subject to the on-going successful performance by the employee at a learning institution or on-going satisfactory performance if the training is "on-the-job".

**4.2.4** While on re-training, a surplus employee continues to be employed by the FNHA and is entitled to be paid in accordance with his or her current appointment.

**4.2.5** When a re-training plan has been approved, the proposed lay-off date shall be extended to the end of the re-training period, subject to 4.2.3.

**4.2.6** An employee unsuccessful in retraining may be laid-off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

### **4.3 Laid-off persons**

**4.3.1** Subject to the CEO's approval, a laid-off person shall be offered re-training, providing:

- (a) re-training is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position; and
- (d) the FNHA cannot justify a decision not to re-train the individual.

**4.3.2** When an individual is made an offer conditional on the successful completion of re-training, a re-training plan reviewed by the CEO shall be included in the letter of conditional offer. If the individual accepts the conditional offer, upon successful completion of re-training, he or she will be appointed on an indeterminate basis to that position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V of this Appendix.

## **Part V**

### **Salary protection**

#### **5.1 Lower-level position**

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of their collective agreement, or, in the absence of such provisions, the appropriate provisions of the FNHA's Policy respecting Pay on Reclassification or Conversion.

**5.1.2** Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

## Part VI

### Options for employees

#### 6.1 General

**6.1.1** The CEO will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from the CEO have ninety (90) days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.

**6.1.3** The opting employee must choose, in writing, one of the three (3) Options of section 6.3 of this Appendix within the ninety (90) day opting period. The employee cannot change Options once having made a written choice.

**6.1.4** If the employee fails to select an Option within the ninety (90) day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the twelve-month surplus priority period in which to secure a reasonable job offer.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the ninety (90) day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

#### 6.2 Alternation

**6.2.1** The FNHA will participate in an alternation process.

**6.2.2** An alternation occurs when an opting employee who wishes to remain in the FNHA exchanges positions with a non-affected employee (the alternate) willing to leave the FNHA under the terms of paragraph 6.3.1(b) or (c) in Part VI of this Appendix.

**6.2.3** Subject to paragraph 6.2.2, only an opting employee, not a surplus employee, may alternate into an indeterminate position that remains within the FNHA.

**6.2.4** An indeterminate employee wishing to leave the FNHA may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the on-going needs of the position and the FNHA.

**6.2.5** An alternation must permanently eliminate a function or a position.

**6.2.6** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

**6.2.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six percent (6%) higher than the maximum rate of pay for the lower paid position.

**6.2.8** An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a "domino" effect or for "future considerations".

### **6.3 Options**

**6.3.1** Only opting employees will have access to the choice of Options below:

(a) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not made within a period of twelve months, the employee will be laid off. Employees who choose or are deemed to have chosen this Option are surplus employees.

When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the CEO may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay-in-lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) Transition Support Measure.

The FNHA will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility.

or

(b) Transition Support Measure (TSM) is a cash payment based on the employee's combined years of service with the FNHA (see Annex A) made to an opting employee. For RJO recipients, only years of service is the combined years of service in the Public Service immediately prior to appointment to the FNHA plus years of service with the FNHA. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

(c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ten thousand dollars (\$10,000.00) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

(i) resign from the FNHA but be considered to be laid-off for severance pay purposes on the date of their departure;

or

(ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the FNHA, the employee will be laid off.

**6.3.2** Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

**6.3.3** The TSM, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the Workforce Adjustment Appendix.

**6.3.4** In cases of pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

**6.3.5** Employees choosing Option (c)(ii) who have not provided the FNHA with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the FNHA, and be considered to be laid-off for purposes of severance pay.

**6.3.6** Opting employees who choose Option (b) or Option (c) above will be entitled to up to six hundred dollars (\$600.00) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

**6.3.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to the FNHA shall reimburse the FNHA by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or

Education Allowance was paid.

**6.3.8** The CEO shall ensure that pay-in-lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during the unfulfilled surplus period.

**6.3.9** If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay-in-lieu of unfulfilled surplus period.

**6.3.10** Approval of pay-in-lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

#### **6.4 Retention payment**

**6.4.1** There are two (2) situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.

**6.4.2** All employees accepting retention payments must agree to leave the FNHA without priority rights.

**6.4.3** An individual who has received a retention payment and, as applicable, is either reappointed to the FNHA or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the FNHA by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

**6.4.4** The provisions of 6.4.5 shall apply in total facility closures where FNHA jobs are to cease, and:

- (a) such jobs are in remote areas of the country;
- (b) re-training and relocation costs are prohibitive; or
- (c) prospects of reasonable alternative local employment (whether within or outside the FNHA) are poor.

or

**6.4.5** Subject to 6.4.4, the CEO shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the FNHA to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the FNHA operation ceases, provided the employee has not separated prematurely.

**6.4.6** The provisions of 6.4.7 shall apply in relocation of work units where FNHA work

units:

- (a) are being relocated; and
- (b) when the CEO decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation; and
- (c) where the employee has opted not to relocate with the function.

**6.4.7** Subject to 6.4.6, the CEO shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the FNHA to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the FNHA operation relocates, provided the employee has not separated prematurely.

**Annex A**

<b>Years of Service</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Agreement. Severance pay provisions of this Agreement are in addition to the TSM.

## INFORMATION APPENDICES

### FNHA EMPLOYEE AND CONTRACTOR TRAVEL POLICY

<b>Policy Name</b>	<b>FNHA Employee and Contractor Travel Policy</b>
<b>Department</b>	<b>Corporate Services</b>

For Corporate Services and CEO Office (do not fill this in)			
Document #	Effective	Replaces	Dated
CS-15-002-003	September 16, 2015	CS-13-002-002 Travel Policy	May 31, 2013
Board Approved Date		Authorization (BoD Motion Number)	
September 16, 2015		0915-BOD-3C	

#### 1.0 Purpose

- 1.1 The purpose of this policy is to define the framework for, and to control the incurrence and reimbursement of, travel and miscellaneous business expenses relating to business activities of First Nations Health Authority (FNHA), excluding the FNHA Board of Directors.
- 1.2 This policy supports organizational Directive 3: Improve Services and Directive 7: Function at a High Operational Standard, and also supports the value of excellence.
- 1.3 Following a traditional First Nations teaching of taking only what is needed so that resources can be available for others and future generations, business travel should be undertaken only when necessary and expenses should be claimed in a manner that is responsible and sustainable. Claimants who are not covered by a collective agreement have the option of submitting actual expenses for reimbursement, up to the maximum allowances, or claim the maximum allowances without applicable receipts with the exception of hotel claims where actual receipts are required.

#### 2.0 Scope

- 2.1 This policy applies to FNHA employees, independent contractors or consultants, and other people authorized to do business on behalf of FNHA.

2.2 This policy does not apply to the FNHA Board of Directors.

### 3.0 Policy Statements

#### *General Principles*

- 3.1 Before travelling for business purposes, claimants will ensure that their objectives cannot be achieved in more economical ways (such as video or teleconferencing).
- 3.2 Where travel is the most practical option, such travel must be pre-authorized by the signing officer and achieved by the most cost effective routing, scheduling, and mode.
- 3.3 To be eligible for reimbursement, travel and miscellaneous business expenses must be appropriate and incurred for business purposes, or in the fulfilment of official duties on behalf of FNHA.
- 3.4 Travel and business expense claims for employees require approval by a signing officer in accordance with the *Delegation of Financial Authority policy documents* to verify that the travel and/or business activity occurred and was in compliance with this policy.
- 3.5 Travel and business expense claims for the CEO require approval by the Board Chair.
- 3.6 Claimants are not permitted to approve their own expenses or the expense claims of subordinates that include expenses for the claimant's own travel or business expenses.
- 3.7 The CEO is authorized to travel within Canada and the USA, and the Board Chair approves CEO travel outside of Canada and the USA.
- 3.8 All travel outside of Canada must be pre-approved by the CEO.
- 3.9 Where it is most economical to do so, a claimant's travel must conclude as soon as possible after the business objectives have been achieved. Costs arising from personal extensions to business travel are the responsibility of the claimant and will not be reimbursed by FNHA.
- 3.10 Claimants who disregard this policy, falsify expense reports and/or supporting documentation, or misappropriate funds will be subject to disciplinary action.
- 3.11 FNHA will not reimburse the following types of expenses:
- (a) Expenses of a personal or private nature.
  - (b) Alcohol or tobacco purchases (unless for ceremonial tobacco use).
  - (c) Traffic and parking fines, and towing charges.
  - (d) Expenses covered by allowances and rates under this policy.
  - (e) Expenses relating to travel extensions for personal reasons or travel by a spouse, relation, or companion.

- (f) Charges for services resulting from the negligence of the traveler, such as: delivery of fuel, retrieval of keys from locked vehicles, etc.

- 3.12** The following Maximum Allowances table contains the maximum allowances that may be claimed without applicable receipts for meals, incidentals, mileage and private non-commercial accommodation. Claimants who are not covered by a collective agreement have the option of submitting actual expenses, up to the maximum, or claim the maximum allowances without applicable receipts with the exception of hotel claims where actual receipts are required.

<b>Maximum Allowances</b>	
<b>Meal Allowances:</b>	
Breakfast	\$15.75
Lunch	\$15.10
Dinner	\$42.00
Full Day Meal Allowance	\$72.85
<b>Incidental Allowance</b>	\$17.30
<b>Mileage Allowance</b>	\$0.51/km

<b>Maximum Allowances</b>	
<b>Private Non-commercial Accommodation Allowance</b>	\$50.00

- 3.13** The following Maximum Rates table contains the maximum rates that may be claimed for hotel accommodations, with actual receipts required.

<b>Maximum Rates</b>	
<b>Daily Hotel Rates (excluding taxes and other fees):</b>	
High Season	\$180.00
Low Season	\$160.00

***Exceptions***

- 3.14** Daily hotel maximum rates may be exceeded by up to 25% when FNHA travel or the external travel agent cannot find a more economical hotel rate. FNHA staff are to: a) be notified when there is a need to exceed the daily hotel maximum rates, and b) consider alternate arrangements.
- 3.15** If the daily hotel maximum rates need to be exceeded by more than 25%, the claimant must provide written justification outlining the unique or extraordinary circumstances. Such exceptions must be approved by the claimant's Senior Executive.
- 3.16** If other exceptions to this policy are required, the claimant must provide written justification outlining the unique or extraordinary circumstances. Such exceptions must be recommended by the claimant's Senior Executive and approved by the CEO.

#### 4.0 Responsibilities

- 4.1 Claimant: understand and follow the stipulations in the *Delegation of Financial Authority policy documents*; acquire pre-authorization from the signing officer for all business travel; upon completion of travel, submit expense report(s), receipts, and other required expense documentation to their signing officer for approval and expense reimbursement.
- 4.2 Signing officer: approve the destination (within Canada), purpose, length, and mode of business travel for employees. If the destination is outside Canada, recommend approval to the CEO.
- 4.3 CEO: review and approve international travel and exceptions to this policy.

#### 5.0 Definitions

Business purpose(s): The principal reason is to perform activities or duties on behalf of, and for the benefit of, FNHA.

Claimant(s): For purposes of this policy, claimants include FNHA employees, independent contractors or consultants, and other people authorized to do business on behalf of FNHA. Claimants submit claims to FNHA for reimbursement of expenses incurred while travelling or providing hospitality for business purposes.

Signing officer: budget holder or manager; as authorized per the *Delegation of Financial Authority policy*.

Incidentals: an allowance intended to cover reasonable out-of-pocket expenses incurred by a claimant while staying overnight for business purposes.

#### 6.0 Related Documents

##### Legislation and Regulations

None

##### FNHA Documents

Travel Directive Travel Procedure

Community Member Travel Expense

Guideline Delegation of Financial

Authority policy documents

#### 7.0 Rescindand Conflict Statements

- 7.1 With the approval of this policy, older versions are considered to be replaced and/or rescinded and are no longer in effect.
- 7.2 Where there is a conflict or overlap within policy documents, the most recent board policy, executive directive, or procedure will prevail. Where clarity still cannot be established, the CEO has sole discretion to provide direction and, where applicable, to report the situation to the Chair of the Board Governance and Human Resources Committee.

## 8.0 Revision History

Approval Date	Document #   Name	Key Changes / Comments
May 31, 2013	CS-13-002-002 Travel Policy	<p>This policy was updated to adopt the FNHA policy document structure of policies approved by the Board, and executive directives approved by the CEO and appropriate Vice President; this policy now covers the principles of the travel program and is supported by the Travel Directive.</p> <p>The CEO is authorized to travel within Canada and the USA, and the Board Chair approves CEO travel outside of Canada and the USA.</p> <p>Board of Directors have been removed from the policy scope and a new policy specifically related to Board travel has been developed.</p> <p>The operational details of the travel program are now in the directive including details regarding meals, vehicles, accommodation and incidental expenses, air travel, hospitality, miscellaneous expenses, ineligible expenses, travel advances, meal and mileage allowances, administration of travel expenses.</p> <p><i>Amended the Standard Per Diem and Mileage Allowances</i></p>

Approval Date	Document #   Name	Key Changes / Comments
		<p>appendix to tables within the Policy, and renamed to <i>Maximum Allowances</i> and <i>Maximum Rates</i>. Adjustment of hotel maximum rates:</p> <ul style="list-style-type: none"> <li>• Increased high season: \$180/night (including taxes and fees) from \$160</li> <li>• Increased low season: \$160/night (including taxes and fees) from \$148</li> </ul>

## 9.0 Attachments

None

## SUPPORT FOR WORKING IN REMOTE COMMUNITIES POLICY

<b>Policy Name</b>	<b>Support for Working in Remote Communities Policy</b>
<b>Department</b>	<b>Human Resources</b>

For Corporate Services and CEO Office			
Document #	Effective	Replaces	Dated
HROD-15-024-002	September 16, 2015	HROD-13-024-001 Support for Working in Remote Communities	August 30, 2013
Board Approved Date		Authorization (BoD Motion Number)	
September 16, 2015		0915-BOD-3A	

### 1.0 Purpose

- 1.1 The purpose of this policy is to define how First Nations Health Authority (FNHA) determines support for employees who work in remote communities.
- 1.2 This policy supports Directive 7 – Function at a High Operational Standard.

### 2.0 Scope

- 2.1 This policy applies to all eligible First Nations Health Authority (FNHA) employees.

### 3.0 Policy Statements

- 3.1 FNHA will offer support to employees whose normal place of work is in a remote community when:
  - (a) It is not their normal place of residence (see definition), and
  - (b) The position they occupy is located in a remote community for three continuous months or longer.
- 3.2 A community is considered remote based on a point system that considers various factors as set out in the *Remote Communities Point Rating System (Appendix A)*.
  - (a) The community remoteness is based on three factors – distance, population, and climate. Points are allocated for various degrees of these factors.
  - (b) -The point threshold for a community to be considered remote is 21 points.
- 3.3 The support amount is calculated based on several factors as set out in the *Remote*

*Community Support Calculation (Appendix A).*

- (a) The support amount provided to an employee is calculated based on whether or not the employee has dependents residing in the remote community with them, the number of dependents working for FNHA, and the remoteness of the community.
  - (b) The support amount is assessed on the basis of three factors – distance, population, and climate. Points are allocated for various degrees of these factors.
  - (c) The support amount is calculated on a prorated basis considering part-time vs. full-time employment, and length of assignment in the remote community.
- 3.4** Support for working in remote communities is provided when an employee is on sick (with or without pay), maternity, parental, or vacation leave. Support while on leave is only available when the employee is residing in the remote community, except for vacation leave.
- 3.5** Further support for working in remote communities may also include:
- (a) Travel for non-elective medical or dental treatment, compassionate or bereavement leave, vacation travel assistance, and dependent post-secondary educational travel.
  - (b) Extended leave associated with vacation travel, and elective medical or dental treatment.
  - (c) Relocation Assistance, in accordance with the *Relocation* policy documents.
- 3.6** If the employee resigns within less than one (1) year after assignment, vacation travel reimbursement will be required.
- 3.7** The threshold, the individual community point ratings, and the amount of support associated with each point are approved by the CEO, CAO, COO and VP responsible for Human Resources.

***Condition of Employment - Medical Fitness***

- 3.8** As a condition of employment and continuing employment, employees selected for posting in a remote community will be required to submit to an approved, confidential medical fitness assessment for themselves and any dependents annually and the cost will be borne by the FNHA. Confirmation of current fitness will be provided to the FNHA as outlined in the *Support for Working in Remote Communities Procedure*.
- 3.9** Eligibility to work in a remote community is determined by FNHA, as outlined in the *Support for Working in Remote Communities Procedure*.

**4.0 Responsibilities**

- 4.1** Employee: submit to approved, confidential medical fitness assessment for themselves and any dependents annually.
- 4.2** CEO, or designate, CAO, COO and VP responsible for Human Resources: approve the threshold, the individual community point ratings, and the amount of support associated with each point via review of *Appendix A*.

## 5.0 Definitions

Dependent: with reference to an employee, means a person who resides with the employee at the employee's residence in the remote community to which the employee is assigned and is:

- a. the spouse of that employee or the person named in the common-law partner declaration; or
- b. one for whom the employee is eligible to claim a tax credit under the *Income Tax Act*; or is precluded under the *Income Tax Act* only for reasons for being receipt of a pension;
- c. a biological child, stepchild, adopted child, or legal ward who:
  - i. is unmarried,
  - ii. does not qualify under (b), and
  - iii. has not attained 24 years of age and is in full-time attendance at a recognized educational institution.

Employee: A person employed by FNHA. An employee can be permanent, term or casual. FNHA First Nation Health Council members and First Nation Health Directors are not considered employees of FNHA for purposes of policy documents. A contractor or an individual employed through an agency is not an Employee.

Designation of employees is as follows:

- Full-time: An employee who regularly works seven (7) or seven and one half (7.5) hours per day and thirty-five (35) or thirty-seven and one half (37.5) hours per week, depending on the applicable terms and conditions of employment.
- Part-Time: An employee who regularly works less than seven (7) or seven and one half (7.5) hours per day, or less than thirty-five (35) or thirty-seven and one half (37.5) hours per week, depending on the applicable terms and conditions of employment.
- Permanent: An employee who has no specified end date to his or her employment relationship with FNHA as per the employee's letter of employment, and is eligible for continuous employment.
- Term: An employee whose term of employment is determinate (i.e. where a specified end date to employment has been identified in the employer's

letter/contract of employment or a letter of extension of employment). Term employees are eligible to participate in the Employer's Benefit Programs.

- Casual: An employee who is not regularly scheduled to work, and utilized on an on-call basis, and utilized for relief of an employee in a specific position, or to fill vacant positions during the job posting process, or to alleviate temporary work load situations. Casual employees are not eligible to participate in the Employer's Benefit Programs.

Employee with dependents: is an employee with whom at least one dependent resides at the employee's residence in the remote community to which the employee is assigned.

Employee without dependents: means an employee with whom no dependent resides at the employee's residence in the remote community to which the employee is assigned.

Immediate Family Member: means father, mother, brother, sister, spouse (including common-law relationships recognized by law), child or ward, grandchild of an employee, and/or relatives permanently residing in the employee's household or with whom the employee permanently resides.

Incomplete Month: means calendar months in which the employee did not earn at least ten (10) days' pay.

Normal place of residence: means the last place in Canada where an employee permanently resided prior to starting work in a remote community.

Remote community: means a location that receives a minimum of 21 points under the *Remote Communities Point Rating System (Appendix A)*.

Road distance: means the official distance shown on the most recent provincial highway map(s).

## **6.0 References & Related Documents**

### **Legislation**

Income Tax Act (to support definitions)

### **Related Documents**

Support for Working in Remote Communities Procedure

Relocation policy documents

FNHA Employee and Contractor Travel policy documents

Leave policy documents

Collective Agreements

## 7.0 Rescind Statement

- 7.1 With the approval of this policy, older versions are considered to be replaced and/or rescinded and are no longer in effect.
- 7.2 Where there is a conflict or overlap within policy documentation, the most recent documentation will prevail. Where clarity still cannot be established, the CEO has sole discretion to provide direction and, where applicable, to report the situation to the Chair of the Board Governance and Human Resources Committee.

## 8.0 Revision History

Approval Date	Document #   Name	Key Changes / Comments
August 30, 2013	HROD-13-024-001 Support for Working in Remote Communities	

## 9.0 Attachments

Appendix A: \_\_\_\_\_

- Remote Communities Point Rating System
- Remote Community Support Calculation
- Additional Support for Working in Remote Communities
- Recovery of Reimbursement

## APPENDIX A

### Point Rating System for Remote Communities

#### a) Distance Factor (Maximum 23 Points)

- Consists of three components: (a) road distance to a City Centre, (b) road distance to a Service Centre, and (c) a ferry or air bonus.

- **Road distance** means the official distance shown on the most recent provincial highway map(s).
- **City Centre** is a major population centre that best reflects the economic activities of a First Nation.
- **Service Centre** is the nearest community to which a First Nation can refer to gain access to government services, banks, and suppliers.
- For remote communities to which road access is not available, full points for road distance are given in addition to a **ferry or air bonus** based on the frequency of scheduled passenger services.

Road Distance (in kilometers)	From City Centre*	From Service Centre**	Ferry or Air Bonus
0 – 39	0	0	<u>3 points:</u> No scheduled ferry or air passenger services.
40 – 79	0	1	
80 – 159	1	2	
160 – 239	2	3	<u>2 points:</u> Scheduled service 1 to 3 days per week.
240 – 319	3	4	
320 – 399	4	5	
400 – 479	5	6	<u>1 point:</u> Scheduled service more than 3 days per week.
480 – 559	6	7	
560 – 639	7	8	
640 – 719	8	9	
720 – 799	9	10	
800 and over	10	10	

\* Kamloops, Prince George, Prince Rupert, Vancouver, or Victoria.

\*\* Abbotsford, Campbell River, Chilliwack, Cranbrook, Duncan, Fort Nelson, Fort St. John, Hope, Houston, Kamloops, Kelowna, Kimberley, Kitimat, Langley, Maple Ridge, Merritt, Mission, Nanaimo, Penticton, Port Alberni, Port Hardy, Powell River, Prince George, Prince Rupert, Quesnel, Salmon Arm, Smithers, Squamish, Surrey, Terrace, Vancouver, Vernon, Victoria, or Williams Lake.

**b) Population Factor (Maximum 16 Points)**

Based on population statistics obtained from most recent the Census of Canada. Many First Nations remote communities consist of Census geographical units classified as either “Indian Reserves” (IR) or “Unincorporated Places” (UNP). Population statistics for these geographical units are available

Population	Points
1 – 99	16
100 – 199	14
200 – 299	12
300 – 399	10
400 – 499	8
500 – 1,000	6
1,000 – 4,999	4
5,000 – 9,999	2
10,000 and over	0

every census cycle. Statistics Canada does not publish annual population estimates, unlike for municipalities and regional districts.

**c) Climate Factor (Maximum 5 Points)**

Measures unfavourable aspects of climate in terms of darkness, wind chill, temperature, and precipitation.

This factor is assessed from the Climatological Index Map (prepared by the Meteorological Branch – Climatological Division – Department of Transport – Canada – 1969).

Climate Index	Points
10	2
15	3
20	4
25	5

FNHA locations currently classified as remote communities are assigned the following points:

Remote Community	Climate	Points
Anahim Lake, BC (incl. Anahim Lake I.S. no	10	2
Bella Coola, BC (includes Hagensborg)	15	3
Fort Ware, BC	20	4
Hartley Bay/Kulkayu, BC	20	4
Kitkatla, BC	20	4
Klemtu, BC	20	4
Lax Kw'alaams, BC (formerly Port Simpson)	20	4
Telegraph Creek, BC	15	3

**MAXIMUM ATTAINABLE FROM ALL FACTORS: 44 POINTS**

**Remote Community Support Calculation**

- An annual rate of support of \$449.81 per point will be paid to a qualified employee with dependents.
- The annual rate of support for a qualified employee without dependents is \$269.89, or sixty (60) per cent of that of a qualified employee with dependents.
- For a qualified employee who is employed in a remote community for a specific term of less than one year, the daily rate is determined by dividing the annual rate by 260.
- For a qualified employee whose scheduled hours of work are fewer than 37.5 hours per week, the annual or daily rate is determined by dividing the regular annual or daily rate by 37.5 and then multiplying the result by the number of scheduled hours of work per week.

- Where both members of a couple work for FNHA and are qualified to receive support for working in a remote community, and have no dependents, each person is considered to be an "employee without dependents" for the purposes of the payment of the support.

#### **Adjustment for Leaves:**

- If one member goes on leave without pay for reasons other than sick leave that person forfeits the support, but can be considered the dependent of the person who continues to work.
- Members on sick (with or without pay), maternity or parental leave are provided support while they are residing in the remote community.
- If and when the employee on leave without pay returns to work, the support will be readjusted to the "employee without dependents" rate in both cases.

#### **Additional Support for Working in Remote Communities**

##### **a) Travel:**

- Travel is reimbursed in accordance with the FNHA Employee and Contractor Travel policy documents, excluding incidentals, for the lesser cost of travel from the remote community to Vancouver or to the location of the medical or dental treatment, or the actual location of the family member, or the location of the post-secondary institution ("round trip"), as follows:
  - Non-elective Medical and/or Dental Treatment:
    - Reimbursement for travel and transportation expenses upon submission of receipts for employees or their dependents to obtain non-elective medical or dental treatment at the nearest location where adequate treatment is available.
    - A determination is required by a certified attending practitioner that the treatment is: 1) non-elective, 2) not available in the remote community, 3) required without delay, and 4) that the location chosen is the nearest location where adequate treatment can be provided.
  - Compassionate or Bereavement Leave:
    - When an employee is granted Compassionate or Bereavement leave under the Leave Policy or relevant Collective Agreement articles, they shall be reimbursed for travel and transportation expenses upon submission of receipts for employees or their dependent(s).

- Vacation Travel Assistance:
  - Once per fiscal year, reimbursement for travel and transportation expenses upon submission of receipts for one round trip for the employee and dependent(s).
- Dependent Post-secondary Educational Travel:
  - Once per fiscal year, reimbursement for travel and transportation expenses for the dependent upon proof of enrollment and submission of receipts for one round trip;
  - This travel may be taken as two (2) independent one way trips totaling or equivalent to one round trip.

#### **Extended Paid Leave:**

- Extended paid leave support includes:
  - Vacation Travel:
    - The lesser of two (2) days or reasonable/actual time required to travel from the community to Vancouver. Requests for this type of leave must be contiguous to an approved period of leave where the employee actually departed the remote community.
  - Elective Medical or Dental Treatment:
    - Maximum total of three (3) days per fiscal year of additional leave for the purposes of travelling to an elective medical or dental treatment not available in the remote community for either the employee or a dependent.

#### **b) Relocation Assistance:**

- Relocation Assistance will be provided in accordance with the *Relocation* policy documents.

#### **Recovery of Reimbursement**

Recovery of vacation travel for employees who cease to be employed by FNHA within one year after assignment for reasons other than disability, layoff or termination shall be made, on a prorated basis, for each incomplete month within the fiscal year that the payment was made.

## RELOCATION POLICY

<b>Policy Name</b>	<b>Relocation Policy</b>
<b>Department</b>	<b>Human Resources</b>

For Corporate Services and CEO Office			
Document #	Effective	Replaces	Dated
HROD-15-023-002	September 16 2015	HROD-13-023-001 Relocation Policy	August 30 2013
Board Approved Date		Authorization (BoD Motion Number)	
September 16 2015		0915-BOD-3B	

### 1.0 Purpose

- 1.1 The purpose of this policy is to define the framework and to detail the amounts and the conditions for payment of relocation costs to eligible new and existing permanent and term employees of the First Nations Health Authority (FNHA), ensuring equitable treatment for employees.
- 1.2 This policy supports Directive 7 – Function at a High Operational Standard; and also supports the shared values of Excellence and Fairness.

### 2.0 Scope

- 2.1 This policy applies to new and existing permanent and term employees who, at the request of the FNHA, are required to relocate to a new work location.
- 2.2 This policy excludes employees at the Vice President and above level, and the Board of Directors.

### 3.0 Policy Statements

#### ***General Principles***

- 3.1 Relocation assistance is the financial responsibility of the hiring department.
- 3.2 Decisions to hire applicants that require a Relocation allowance should be based on the following considerations:
  - a. Position is difficult to recruit for
  - b. Best candidate for the position

- c. Internal candidate deployed to new location
  - d. Available budget with VP/ED approval
- 3.3 Departments must consult with Human Resources to ensure the Relocation Allowance is included in the Employment letter and the Relocation Expense Payment Agreement is attached.
- 3.4 Reimbursement of the eligible relocation costs will only be provided with original receipts up to the qualified maximum amounts.
- 3.5 Relocating employees may be eligible for a house hunting trip dependent on the distance of their move and expenses are reimbursed in accordance with the FNHA Employee and Contractor Travel policy documents.
- 3.6 In extraordinary circumstances, the VP HR jointly with the CEO, or CAO or COO may approve costs in excess of the maximum allowance.
- 3.7 Departments must ensure that the Relocation Allowance has been approved by the department VP or Executive Director.
- 3.8 Part-time eligible employees may receive relocation assistance on a pro-rated basis.
- 3.9 If an employee voluntarily leaves FNHA or is terminated for cause within 12 months of receiving relocation assistance, re-payment of all expenses will be required on a pro-rated basis.

***Relocation Assistance Amounts***

- 3.10 Relocation amounts are related to the distance of the move as follows:

Distance of Move	Maximum
40 to 1,000 km	Up to \$8,500
1,001 to 2,500 km	Up to \$12,800
2,501 to 4,000 km	Up to \$16,800
More than 4,000 km	Up to \$19,450
Overseas (outside of Canada or the US to BC)	Up to \$24,150

***Eligible & Ineligible Expenses***

- 3.11 Subject to the limitations and maximums set out in Section 3.9 above, the following expenses are eligible for payment or reimbursement:

Eligible relocation expenses	Notes
Transportation and storage costs (including boats, trailers, etc.)	<ul style="list-style-type: none"> <li>• Packing</li> <li>• Hauling</li> <li>• Movers</li> <li>• In-transit storage and insurance</li> </ul>
Travel expenses to move you and members of your household to your new residence in accordance with FNHA Employee and Contractor Travel policy documents	<ul style="list-style-type: none"> <li>• Travel expenses</li> <li>• Meals</li> <li>• Accommodation</li> </ul>
Temporary living expenses for up to a maximum of fifteen days	<ul style="list-style-type: none"> <li>• Meals and temporary accommodation near the old and/or new residence</li> </ul>
Cost of cancelling a lease	<ul style="list-style-type: none"> <li>• For your old residence, not including any rental payment for the period during which you occupied the residence</li> </ul>
Incidental costs related to your move	<ul style="list-style-type: none"> <li>• Changing your address on legal documents</li> <li>• Replacing driver's licenses and non-commercial vehicle permits (not including insurance)</li> <li>• Utility hook-ups or disconnections</li> </ul>
Costs to maintain your old residence (to a maximum of \$5,000.00), if it was vacant after you moved, and during a period when reasonable efforts were made to sell the home	<ul style="list-style-type: none"> <li>• Interest</li> <li>• Property taxes</li> <li>• Insurance premiums</li> <li>• Heat and utilities expenses</li> </ul> <p><b>Note :</b> These costs must have been incurred when your old residence was not occupied by you or anyone else who ordinarily resided with you at the old residence before the move. You cannot deduct these costs during a period when the old residence was rented.</p>
Cost of selling your old residence	<ul style="list-style-type: none"> <li>• Advertising</li> <li>• Notary or legal fees</li> <li>• Real estate commission</li> <li>• A mortgage penalty if the mortgage is paid off before maturity</li> </ul>
Cost of purchasing your new residence	<ul style="list-style-type: none"> <li>• Legal or notary fees that you paid for the purchase of your new residence</li> <li>• Any taxes paid (other than GST / HST or property taxes) for the transfer or registration of title to the new residence</li> <li>• Home inspection</li> </ul>

House Hunting trip (Please refer to section 3.12)	<ul style="list-style-type: none"> <li>• Accommodations</li> <li>• Meals</li> <li>• Travel expenses, including gas expenses for personal vehicle (if driving)</li> <li>• Airfare and car rental</li> </ul>
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### ***House Hunting***

- 3.12** Employees may be eligible for one House Hunting trip, depending on the distance of the move, to the new location:
- (a) Maximum of three (3) days for employees/appointees whose current work base is in-province and five (5) days for those out-of-province, to include meal, accommodations and travel expenses in accordance with FNHA's Employee and Contractor Travel policy documents for two (2) adults.
  - (b) The Hiring Manager, in consultation with Human Resources, will determine if the employee qualifies for a House Hunting trip.
  - (c) A House Hunting trip is not included as part of the maximum relocation allowance.
  - (d) Travel expenses for the house hunting trip, if authorized, will be reimbursed in accordance with the FNHA Employee and Contractor Travel policy documents.
- 3.13** The following expenses will be considered ineligible for reimbursement:

#### **NON-eligible relocation expenses include:**

- Travel expenses for work done to make your old residence more saleable
- Any loss from the sale of your home
- The value of items movers refused to take such as plants, frozen food, ammunition, paint, cleaning products, etc.
- Expenses to clean or repair a rented residence to meet the landlord's standards
- Expenses to replace personal use items, such as toolsheds, firewood, drapes and carpets
- Costs for transformers or adaptors for household appliances
- Costs incurred in the sale of your old residence if you delayed selling for investment purposes or until the real estate market improved
- Mortgage default insurance
- The cost of moving a mobile home

- 3.14** For additional details regarding eligible vs. ineligible expenses, refer to the Canada Revenue Agency guidelines related to Moving Expenses.

### **Repayment of Eligible Expenses**

- 3.15 If an employee voluntarily leaves the FNHA or if the Employee is terminated “for cause” prior to completing twelve (12) months of continuous service commencing from the Employee’s date of hire or effective date of relocation, re-payment of all expenses will be required on a pro-rated basis.
- 3.16 The percentage of relocation expense benefits to be repaid is based on the number of completed months employed after the effective date of relocation (i.e., number of months of continuous service), according to the following table:

Months of completed continuous service	% of eligible expenses to be repaid to FNHA
0 – 6 months	100%
7 – 12 months	50%
> 12 months	0%

### **4.0 Responsibilities**

- 4.1 Vice Presidents/Executive Directors: responsible for approving the requirement for the employee’s relocation and approving the final relocation budget prior to any relocation action commencing.
- 4.2 Hiring Manager: responsible for consulting Human Resources to establish relocation offers in employment letters and attachment of Relocation Expense Repayment Agreement. Notifies Human Resources if the employee terminates prior to one year.
- 4.3 Hiring Manager: determine eligibility for relocation assistance and a house hunting trip.
- 4.4 Human Resources: supports the Hiring Manager. Maintains original documents and communicates Relocation Allowance amounts or Repayment Amounts to Payroll.
- 4.5 Employee: understand the relocation expense eligibility and submit expenses in a timely manner.

### **5.0 Definitions**

Effective Date of Relocation: means the date the employee commencing working on a regular basis at the new work location.

Employee: A person employed by FNHA. An employee can be permanent or term of one

year or greater. FNHA First Nation Health Council members and First Nation Health Directors are not considered employees of FNHA for purposes of policy documents. A contractor or an individual employed through an agency is not an Employee.

Employee's Household: means those individuals who normally reside in the employee's residence as members of the employee's family and includes the employee's spouse or common law partner, child of the employee or of the employee's common law partner and other persons who reside with the employee and are dependent upon the employee for care and support.

For Cause Termination: This includes, but is not limited to: serious misconduct; ongoing insubordination; and serious neglect of duty.

Principal Residence:

- a) a particular property that is a housing unit that is owned or leased by the employee, whether jointly with another person or otherwise;
- b) is inhabited on a regular basis by the employee and if applicable, by the Employee's Household; and
- c) is considered is to be the employee's regular mailing address.

Relocation: means a change in an employee's assignment and work location made at the request of the FNHA.

## 6.0 References & Related Documents

### Legislation

Income Tax Act (Canada)

T4130 Employer's Guide Taxable Benefits and Allowances (Canada Revenue Agency) Interpretation Bulletin IT – 178, Moving Expenses (Canada Revenue Agency)

Form T1 – M, Moving Expenses Deduction (Canada Revenue Agency)

### Related Documents

Relocation Procedure  
 Relocation Expense  
 Reimbursement Form  
 Relocation Expense  
 Repayment Agreement  
 Delegation of Financial

Authority policy documents

FNHA Employee and Contractor Travel policy documents

### 7.0 Rescind Statement

- 7.1** With the approval of this policy, older versions are considered to be replaced and/or rescinded and are no longer in effect.
- 7.2** Where there is a conflict or overlap within policy documentation, the most recent Board Policy, Executive Directive or Procedure will prevail. Where clarity still cannot be established, the CEO has sole discretion to provide direction and, where applicable, to report the situation to the Chair of the Board Governance and Human Resources Committee.

### 8.0 Revision History

Approval Date	Document #   Name	Key Changes / Comments
August 30 2013	HROD-13-023-001 Relocation Policy	<p>Provides clarity on eligible expenses related to claim submission in accordance with CRA guidelines.</p> <p>Remove 650 non-taxable allowance and increase maximum by 650 to streamline process.</p> <p>Continuous service reduced from 24 mos to 12 mos when determining repayment of allowance Revisions to ensure consistency with new procedures.</p>

### 9.0 Attachments

None

**BENEFIT PLAN SUMMARY**

100% Employer paid premium except where noted

**Life, Accidental Death & Dismemberment** Two (2) times annual earnings  
 Reduces by 50% at age sixty-five (65)  
 Terminates at age seventy-five (75)

**Serious Illness** Included

**CRITICAL ILLNESS**

**Dependent Life** \$7,500.00 Spouse  
 \$2,500.00 Child

**Critical Illness** \$25,000.00  
 Terminates at age seventy (70)

**LONG TERM DISABILITY**

Elimination Period Seventeen (17) weeks  
 Benefit Period Payable to age sixty-five (65)  
 Definition of Disability Two (2) year own occupation  
 Amount of Benefit 66.67% of monthly earnings  
 Monthly Maximum \$15,000.00  
 Non-Evidence Maximum \$9,000.00  
 Taxable:  
     Status Non-taxable  
     Non Status Taxable  
 Early Intervention and Disability Included  
 Management

**EXTENDED HEALTH**

Premium co-sharing (80% employer, 20% employee)

Deductible None  
 Reimbursement 100% all eligible expenses  
 Prescription Drugs 100% generic and brand name where no generic exists  
 Electronic Drug Card Included  
 Semi-Private Hospital Included

Hospital Cash	\$40.00 per day after 5 days, maximum one-hundred and eighty (180) days
Paramedical	\$300 per person per calendar year per specialty: Massage Therapist, Naturopath, Acupuncturist, Dietician, Osteopath
	\$500 per person per calendar year combined: Psychologist, Social Worker & Registered Clinical Counsellor
	\$500 per person per calendar year per specialty: Chiropractor, Podiatrist, Physiotherapist, Audiologist, Occupational Therapist and Speech Therapist
Eye Exam	One (1) exam every twenty-four (24) months, \$100.00 Maximum
Prescription Eyewear	\$250.00 every twelve (12) months for children \$250.00 every twenty-four (24) months for adults
Orthotics Orthopedic Shoes	\$300.00 per person per calendar year One (1) pair per calendar year
Hearing Aids	\$500.00 every thirty-six (36) months
Out-of-province Coverage	\$5,000,000 per event
Emergency Travel Assistance	Included
Trip Cancellation Insurance	Included
Continuous Days of Travel	One-hundred and eighty (180) days
<b>Diagnosis+</b>	Included
<b>Employee and Family Assistance Program</b>	Included
<b>Medical Services Plan</b> 100% Employer paid	Included

**Dental**

100% Employer paid

Deductible

None

Reimbursement

Basic Services

90%

Major Service

50%

Orthodontics

50% - children under 19

Calendar Year Maximum

\$2,000.00 per person

Orthodontic Lifetime Maximum

\$2,500.00 per person

Recall Exams

Two (2) times per calendar year

Current Dental Fee Guide

Yes

**Optional Benefits**

100% employee paid premium

Optional employee &amp; Spousal

Life Insurance

Included

Critical Illness

Included

Accident &amp; Serious Illness

Included