



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**

EXPIRES MARCH 31, 2026

Naut'sa mawt:

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



THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:

CLASSIFICATION	CODE
Dentistry	(DE)
Economics and Social Services	(EC)
Information Technology	(IT)
Nutrition and Dietetics	(ND)
Medicine	(MD)
Nursing Services	(NU)
Occupational and Physical Therapy	(OP)
Pharmacy	(PH)
Psychology	(PS)
Social Work	(SW)

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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 First Nations Health Authority 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

1.01 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.

1.02 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.

1.03 The parties respectfully acknowledge that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system. We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 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 24, 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 Letter of Offer or salary range as determined by the Employer 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 Health 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 position other than by reason of 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 24;

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

“family” except where otherwise specified in this agreement, means father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother in-law, the employee’s grandparents, and any relative permanently residing in the employee’s household or with whom the employee permanently resides;

“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 FNHA Employee and Contractor 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 (clause 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.

2.02 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.

5.01 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.

5.02 The Employer agrees that publications prepared by an employee, within the scope of an employee's 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.

5.03 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.

5.04

- (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.
- (c) 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

6.01 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.

6.02 Hours of Work

- (a) The normal work week shall be thirty-seven decimal five (37.5) hours and the normal workday 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) Where normal hours are to be changed so that they are different from those specified in paragraph 6.02(a), 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 BC First Nations clients and community and/or the efficient operation of the Service.
- (c) 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.
- (d) 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.

6.03 Days of Rest

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

6.04 Rest Breaks

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

6.05 Meal Periods

An employee shall be granted an unpaid meal period that will be scheduled as closely as possible to the middle of the workday. The length of the meal will be not less than thirty (30) minutes and not more than sixty (60) minutes.

6.06 Flexible Hours

- (a) 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.
- (b) 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).
- (c) 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.
- (d) 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.

6.07 Averaged and Compressed Work Week

- (a) By mutual agreement between the employee and the Employer an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), 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 and five (5) days per week.
- (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.

Articles 6.08 to 6.25 apply only to employees on Shift Work

6.08 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.

6.09 Scheduled Work Week and Scheduled Workday

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 6.09(a)(ii) and paragraph 6.09(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 6.09(e)(i) is subject to Article 48, Variations in Hours of Work.

6.10 Days of Rest

- (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.

6.11 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 their 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.

6.12 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

6.13 Variation of Standard Shift Cycles

- (a) Where standard shift cycles are to be changed so that they are different from those specified in clause 6.12, 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 6.12 will not be applicable in respect of employees whose work week is less than thirty-seven decimal five (37.5) hours per week.

6.14 Scheduling of Shifts

- (a) 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.
- (b) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.
- (c) (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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

6.20 Changes to Shift Schedules

- (a) An employee who is required to change their 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 their shift schedule, the employee shall receive four (4) hours' pay at straight-time, should the employee's 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.

6.21 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours (subparagraph 6.09(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.

6.22 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.

6.23 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.

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

6.25 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

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

- (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 would have been granted had the employee not worked on the holiday:
 - (i) one and one-half (1 1/2) times the employee's hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked;

and
 - (ii) two (2) times the employee's 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 would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

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

7.03 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.

7.04 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 eight (8) hours before reporting back to work. In such instances, the employee's next regularly scheduled shift hours will not be extended to have the employee work their full shift, and the employee will be paid for the entirety of their regularly scheduled shift as if no overtime was worked.

7.05 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.

7.06 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.

7.07

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following their 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 to the employee in order to take a meal either at or adjacent to their 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 the employee may take a meal break either at or adjacent to their place of work.
- (c) Paragraphs 7.07(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.

7.08

- (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 7.08(a) are met, the Employer endeavours to allocate overtime first to those employees who have indicated a willingness to work overtime.

ARTICLE 8

CALL-BACK

8.01 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 the employee's normal working hours they shall be entitled to the greater of:

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

8.02 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.

8.03 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.

Articles 8.04 and 8.05 apply only to NU Group employees

8.04 An employee working in a remote community nursing station who responds to a call to duty relating to patient/client care while on standby or at any other time outside of the employee's scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid:

- (a) in accordance with Article 7.01(a)(i) time and one-half (1 1/2) the employee's basic hourly rate of pay for a minimum of thirty (30) minutes regardless of the duration of the work to be performed arising from the call to duty,

or
- (b) for the duration of the work to be performed arising from the call to duty, if the call exceeds thirty (30) minutes, in accordance with Article 7.02.

- 8.05** 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

9.01 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.

9.02 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 the employee.

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

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

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.

10.01 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) National Day for Truth and Reconciliation,
- (j) Thanksgiving Day,
- (k) Remembrance Day,
- (l) Christmas Day,
- (m) Boxing Day,
and
- (n) One (1) additional day when proclaimed by the B.C. Legislature as a Provincial or national holiday.

10.02 An employee absent without pay on both the full working day immediately preceding and the 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.

10.03 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 their day of rest. By mutual agreement between the employee and the Employer, a designated paid holiday that coincides with an employee's day of rest may instead be observed on the day immediately preceding their day of rest.

10.04 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.

10.05 Compensation for Work on a Designated Paid Holiday

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

The entitlement earned according to 7.01(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:
 - (l) 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 their leave with pay mentioned in 10.05(c)(i)(C) as requested by the employee 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.

10.06 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 10.03, the designated paid holiday shall not count as a day of leave.

10.07 Subject to operational requirements, when an employee works both Christmas Day and Boxing Day of the same year, the Employer shall not schedule the employee for the same days in the following year, unless otherwise requested by the employee. Where an employee is required to work Christmas Day and Boxing Day two (2) years in a row not at their request, the employee will receive an additional 7.5 hours of compensatory leave for each day worked.

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 Article 10, Designated Paid Holidays. 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

12.01 When the Employer requires an employee to travel outside of their 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 their regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) their 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.

12.02 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 the employee's 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.

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

12.04 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.

12.05 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.

12.06 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.

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

12.08 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.

12.09 Travel Status Leave

- (a) An employee who is required to travel outside the employee's headquarters area on FNHA business, as these expressions are defined by the Employer, and is away from their 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 their 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 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.

ARTICLE 13

LEAVE - GENERAL

13.01 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.

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

13.03 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.

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

13.05 An employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.

13.06

- (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

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

14.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the following rate based on all straight-time hours worked up to a maximum annual amount provided below:

Anniversary Date	Annual Accrual
Up to 1 year	15 days
After 1 year	20 days
After 4 years	22 days
After 6 years	23 days
After 8 years	24 days
After 10 years	25 days
After 12 years	26 days
After 14 years	27 days
After 16 years	29 days
After 18 years	30 days

14.03 Recognition of Previous Experience for Nurses

- (a) New nurse employees shall be placed on the vacation accumulation chart based on years of recent and relevant experience with previous health care employers, including FNHA where employment was broken and the employee started at the beginning of the vacation accumulation table.

Transitional Provision

- (b) Existing nurse employees will be asked to submit a statement of work experience in their profession. This statement will include the fully completed years of experience with the former employers and with FNHA. The Employer will assess and change the employee's vacation entitlement based on years of experience or service with other employers or previous periods of employment with FNHA.

- (c) The assessment of recent and relevant experience will be at the discretion of the Employer.

14.04 For the purpose of clause 14.02 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.

14.05 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.

14.06 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.

14.07 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.

14.08 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.

14.09

(a) Carry Over

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, to a maximum of two hundred and sixty-two decimal five (262.5) hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid out.

(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 Letter of Offer 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 the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee 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 the employee.

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 Letter of Offer 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 14.13, 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 14.13 if the employee requests it within six (6) months following the date upon which the employee's 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.

ARTICLE 15

SICK LEAVE

15.01 Credits

- (a) An employee shall earn up to one hundred and twelve decimal five (112.5) hours of paid sick leave credits per year which will accrue on all straight-time hours worked, to a maximum of six-hundred and thirty-seven decimal five (637.5) hours.
- (b) Earned sick leave credits in excess of six-hundred and thirty-seven decimal five (637.5) hours 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.

15.02 An employee shall be granted sick leave with pay when the employee is unable to perform their duties because of personal illness or injury or to attend medical and dental appointments provided that the employee 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.

15.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform their duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 15.02.

15.04 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.

15.05 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.

15.06 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.

15.07 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 their 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

16.01 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.

16.02 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 of 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.

16.03 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.

16.04 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:

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

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 maternity benefits
- (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.

16.05 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 16.05(a)(i).

16.06 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 (hereafter “standard parental leave”) or leave without pay of up to sixty-three (63) consecutive weeks without pay (hereafter “extended parental leave”) which must commence within seventy-eight (78) weeks of 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 (hereafter “standard parental leave”) or leave without pay of up to sixty-three (63) consecutive weeks without pay (hereafter “extended parental leave”) which must commence within seventy-eight (78) weeks of 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 the employee’s 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.

16.07 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 the employee:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that the employee 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 is choosing to receive either the standard parental benefit or extended parental benefit under Employment Insurance (EI);
 - (B) the employee will return to work on the expiry date of the employee's parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - (C) following the employee's 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;

- (D) should the employee fail to return to work in accordance with section (B) or should the employee return to work but fail to work the total period specified in section (C), 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 (C), or is incapable of pursuing regularly any substantial gainful occupation the employee will be indebted to the Employer for an amount determined as follows:

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

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 the employee's new period of employment is sufficient to meet the obligations specified in section (C).

- (b) For the purpose of sections (a)(iii)(C), and (D), 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)(C), without activating the recovery provisions described in section (a)(iii)(D).
- (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 the employee's 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) **Standard Parental Allowance**

For each week the employee is in receipt of standard parental benefits under Employment Insurance the employee is eligible to receive the difference between ninety-three per cent (93%) of the employee's 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 the employee's parental to which the employee would have been eligible if no extra monies had been earned during this period;

(iii) **Extended Parental Allowance**

For each week the employee is in receipt of extended parental benefits under Employment Insurance the employee will have their total SUB plan allowance amount prorated over a period of up to sixty-three (63) weeks instead of thirty-seven (37) weeks.

- (iv) Where an employee has received the full thirty-five (35) weeks of standard parental benefits or the full sixty-three (63) weeks of extended parental benefits under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week of ninety-three per cent (93%) of the employee's weekly rate of pay where an employee is receiving the standard parental benefit, or a prorated amount in accordance with Article 16.02(c)(iii) where an employee is receiving extended parental benefits (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 (iv) 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 the employee 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 the employee 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) if an employee elects to take standard parental leave or an equivalent amount prorated over a period of up to seventy-eight (78) weeks if an employee elects to take extended parental leave.

16.08 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 the employee's 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).

16.09 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 their 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 the employee's 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 the employee’s 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 their 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 their 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 the employee 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 their 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 their 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 workplace 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, each absence 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 the employee from 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 the employee under quarantine, the employee 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.

16.23 Domestic Violence Leave

The Employer will provide leave in accordance with the Employment Standards Act, Section 52.5, and as it may be amended from time to time by the provincial government. As of February 2021, employees are entitled during each calendar year to up to five (5) days of paid leave, and additional unpaid leaves as outlined in Section 52.5 of the Employment Standards Act.

For reference, a current hyperlink to the interpretation of the Act is reproduced below.
<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esa-part-6-section-52-5>

All personal information collected by the Employer concerning domestic violence will be kept confidential in accordance with governing privacy legislation and may only be disclosed as required by law, and on a “need to know” basis for purposes such as leave management, benefits administration, and workplace modifications where necessary.

ARTICLE 17

CAREER DEVELOPMENT

17.01 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.

17.02 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 their 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 the employee has undertaken to serve after completion of the course,

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

17.03 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 Article 7, Overtime, and Article 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.

17.04 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 their 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 their normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Article 7, Overtime, and Article 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.

17.05 Return of Service for Remote Nursing Certified Practice

- (a) The parties recognize that the Employer requires certain advanced nursing qualifications for nurses assigned to work in remote communities. For new employees hired to work in remote communities without the qualifications, FNHA may grant financial support for the required preparatory nurse training in accordance with the applicable FNHA policy.
- (b) As a condition of granting financial support to persons participating in the required preparatory nurse training, such a person shall, if required by the Employer, give a written undertaking prior to the commencement of the training to remain in the service of the Employer for a period of one-thousand nine-hundred and fifty (1950) hours worked from the commencement of the probationary period.
- (c) Notwithstanding the number of courses required in order to be fully qualified to work in a remote nursing station, an employee will only be required to make one undertaking for all of the courses leading to their qualification.
- (d) If the employee:
 - (i) fails to complete the courses,
 - (ii) does not accept employment with the Employer on completion of the courses in a remote nursing station position, or
 - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

the employee shall repay the Employer all tuition or course registration costs paid on the employee's behalf or such lesser sum as shall be determined by the Employer.

- (e) The amount of the repayment in paragraph (c) will not exceed the total tuition and registration costs paid on the employee's behalf multiplied by the fraction of the outstanding balance of the work hours left in the return to service period divided by 1950. (e.g. an employee with 195 hours left in their obligation will owe to the Employer no more than 10% of the amounts originally paid: $195 \text{ hours} / 1950 = 10\%$).
- (f) In the case of employees retained in the organization in a different capacity, the Employer at its discretion may waive part or all of the amount owed. Such an employee will not be required to repay the Employer sums exceeding 10% of the employee's net monthly salary while still in employment with the FNHA.
- (g) If the Employer terminates the employment of an employee who has an outstanding undertaking of return to service, it will notify the employee upon termination if it intends to recover any amounts under this article and the amount owed by the employee.
- (h) If an employee initiates a separation of employment, the Employer will inform the employee as soon as reasonably practicable whether or not it intends to recover any of these amounts under this article and the amount owed by the employee.

17.06 Clinical Mentorship and Preceptorship Allowance

The parties agree that nurses who are participating in employer required preparatory training, benefit from consistent, experienced mentorship and support at the point of care. Clinical mentorship also aids with skill development, retention and recruitment and the promotion of safe patient care.

To this end, employees classified NU-CHN-04 and below who are required by the Employer to provide clinical mentorship to FNHA nurses while they are engaged in their preceptorship, shall be paid a daily amount of \$15.00 for each day that the employee is assigned by the Employer to be responsible for mentorship duties.

17.07 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.

17.08 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

18.01 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 the employee 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.

18.02 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.

18.03 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 Letter of Offer, immediately prior to the termination of their 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 the employee's 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 shall ensure that correct pharmaceutical services, as determined by the Employer, and as required by federal and provincial standards, will be provided within the Employer's facilities. The Employer encourages the employee to make proposals for improvement of the Employer's pharmaceutical services.

ARTICLE 22

TECHNOLOGICAL CHANGE

22.01 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 "W" concluded by the parties will apply. In all other cases, the following clauses will apply:

22.02 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.

22.03 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.

22.04 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.

22.05 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.

22.06 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.

22.07 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 their 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

23.01 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.

23.02 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.

23.03 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.

23.04 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

24.01 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.

24.02 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

25.01 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.

25.02 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.

25.03 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.

25.04 An employee who satisfies the Institute as to the bona fides of their claim and declares in an affidavit that the employee is a member of a religious organization whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee 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.

25.05 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.

25.06 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.

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

25.08 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.

25.09 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

26.01 Access by a 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.

26.02 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 it considers adverse to its interests or to the interests of any of its 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.

26.03 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

27.01 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.

27.02 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.

27.03

- (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

28.01 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.

28.02 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.

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

28.04 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 their normal place of work, they shall report their return to their 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

29.01 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.

29.02 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.

29.03 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.

29.04 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.

29.05 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.

29.06 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.

29.07 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.

29.08 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 Alternative Dispute Resolution Process.

29.09 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.

29.15 Salary Continuance for Union Business

- (a) For the purpose of leave without pay identified in Articles 29.10, 29.11, 29.13 and 29.14, members may be continued on the Employer payroll without loss of pay and benefits based on their regular work schedule.
- (b) The Union will confirm the leave schedule with the Employer prior to the leaves being granted.
- (c) Within thirty (30) days of being invoiced by the Employer, the Union will reimburse the Employer for its costs associated with paying all wages and benefits for the leave period(s).
- (d) Details of this process is found in the Memorandum of Understanding – Leave for Union Business – Salary Continuance appended to this Agreement.

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 the employee 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 their terms and conditions of employment.

33.02 Group Grievances

- (a) 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.

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

33.03 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) 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.
- (b) 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.

33.04

- (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 33.13, 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.

First Nations Voluntary Dispute Resolution Process

33.05 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.

33.06 The FNHA Elder(s) will determine the process. The FNHA Elder(s) may decide that the dispute is not appropriate for this process.

33.07 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.

33.08 A dispute may only be referred to the First Nations Voluntary Dispute Resolution Process once.

33.09 If the employee and the FNHA accept the recommendations of an Elder(s), the dispute will be deemed to have been resolved subject to the fulfillment of the terms of the Elder recommendation.

33.10 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.

33.11 This process is intended to be verbal and spiritual. Documents on the grievance file pertaining to this process will be limited to:

- (a) A record that the dispute has been referred to the First Nations Voluntary Dispute Resolution Process;
- (b) A record of the date the dispute was resolved or returned to the grievance process.

33.12 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.

Formal Grievance Process

33.13 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.

33.14 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.

33.15 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 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 the employee has the approval of and is represented by the Union.

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

- (a) Step 1 - Departmental VP
- (b) Step 2 - Chief Executive or an authorized representative.

33.17 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.

33.18 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.

33.19 A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 33.13, 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 33.03 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.

33.20 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.

33.21 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.

33.22 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.

33.23 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.

33.24 Where the provisions of clause 33.13 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.

33.25 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 33.27.

33.26 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.

33.27 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.

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

33.29 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.

33.30 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

33.31 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.

33.32 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.

33.33 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

TRAVEL ALLOWANCES

34.01 Meal Allowances

The Parties agree that standard meal allowance rates (Category 1 – Standard Allowance) may not be readily available to employees in rural or remote communities in the province. In those settings, where employees cannot avoid higher purchased meal costs, Category 2 – Remote Allowance rates will be paid upon submission of itemized receipts:

Allowances	Category 1 Standard Allowance	Category 2 Remote Allowance
Breakfast	\$16.82	\$23.60
Lunch	\$16.13	\$23.90
Dinner	\$44.86	\$58.60
Daily Maximum	\$77.80	\$106.10
Mileage	\$0.57	\$0.57

34.02 Remote and Rural Communities

Rural or remote communities are considered to be those with a population centre of less than 4000 people.

ARTICLE 35

EMPLOYEE BENEFITS PLAN & PENSION PLAN

35.01 Employee Benefits

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

35.03 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.

To that end, the parties agree to extend the Health Spending Account (“HSA”) until March 31, 2026, on the same terms as the trial period, and increase the Account from one thousand (\$1000) to one thousand one-hundred (\$1100) annually, effective on the signing of the renewed Agreement.

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

35.05 Exceptions to the Group Insurance Plan as detailed in the Employee Benefits Booklet:

- (a) Medical Service Plan premiums to be paid 100% by the Employer instead of 50% Employer paid.
- (b) For all permanent and term employees covered by this collective agreement the FNHA Dental Plan will apply, with premiums paid 100% by the Employer.

35.06 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

JOINT CONSULTATION

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

36.02 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.

36.03 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

36.04 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.

36.05 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.

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

36.07 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, including job classification requests;
- (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., and flexible working arrangements (e.g. hybrid work, compressed schedules).

36.08 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

37.01 The Employer shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause.

37.02 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.

37.03 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning the employee or to render a disciplinary decision concerning the employee, the employee is entitled to have, at their 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.

37.04 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, the employee 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.

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

37.06 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.

37.07 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.

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

37.09 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, exclusive of periods of leave without pay of over 60 days, since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

37.10 Probationary Period

- (a) All newly hired employees shall serve a probationary period. The purpose of the probationary period is to assess the new employee's overall suitability.
- (b) The probationary period will be nine hundred and seventy-five (975) hours worked, to a maximum of twelve (12) months from the commencement of the probationary period for regular status employees. The twelve (12) month maximum will be extended by the length of any leaves, whether paid or unpaid, that when combined exceed two (2) weeks.

For clarity, the probationary period for NU-CHNs that will be assigned to FNHA nursing stations situated in remote communities, commences following the completion of required preparatory nurse training courses and upon the commencement of the preceptorship. All hours worked during the preceptorship (practicum) periods will count as probationary hours worked. All hours spent in other required nurse training courses will not count as probationary period hours worked.

- (c) Upon agreement between the Union and Employer, the probationary period may be extended for a period of up to four hundred and eighty-seven decimal five (487.5) hours worked.
- (d) Where a probationary employee does not, or is not likely to, meet the standards reasonably established by the Employer, the employee may be dismissed. The test for dismissal will be a test of suitability of the probationary employee for continued employment.
- (e) Where the employee successfully completes the probationary period, the Employer will inform the employee in writing. Where the Employer dismisses a probationary employee, it will provide the employee with written reasons for the dismissal. In accordance with clause 37.08, the Employer shall notify the local representative of the Union as soon as possible that such dismissal has occurred.

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

39.01 Definition

"Part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week.

39.02 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.

39.03 Hours of Work

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.

39.04 By mutual agreement between the employee and the Employer a part-time employee may complete their 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 their scheduled weekly hours of work. As part of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

39.05 For an employee who completes required hours of work pursuant to 39.04, the definition of “daily rate of pay” paragraph 2.01(d) of Article 2 shall not apply.

39.06 Days of Rest

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.

39.07 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.

39.08 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.

39.09 Applies to Information Technology employees only

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 (1 1/2) for all overtime hours worked, 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.

39.10 Applies to Remote Nursing Group Employees Only.

- (a) Employees who work or are called-back to work while being on standby, on one or both of their first scheduled days off after arriving in the remote community, shall be eligible for overtime pay even if they have not met the eligibility threshold set out in Article 39.04.
- (b) The purpose of this exception is to ensure part-time remote nurse employees receive an “equitable” application of overtime rates of pay during weeks in which travel-time and travel routes impact the threshold outlined in Article 39.04.

39.11 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 their 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 weekend 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.

39.12 Applies to Remote Nursing Group employees only

- (a) An employee who is requested by the Employer and who agrees to work additional days beyond the employee's master work rotation in a remote nursing station will be paid a daily premium of seventy-five dollars (\$75) per day for each additional day worked in the extended schedule. This amount is payable only upon the employee agreeing to work the entire extended schedule as requested by the Employer or any lesser number of days mutually agreed upon.
- (b) It is understood that the daily premium applies solely to part-time nurses who are scheduled to work or who are on standby in a remote nursing station and does not apply to travel days or to master rotation changes scheduled more than two (2) weeks in advance pursuant to Article 6.25.

39.13 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.

39.14 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.

39.15 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.

39.16 Vacation Leave

In accordance with subparagraph 39.02 a part time employee shall earn vacation leave credits on all straight-time hours paid up to the maximum annual amount provided by article 14.02.

39.17 Sick Leave

In accordance with subparagraph 39.02 a part time employee shall earn sick leave credits on all straight-time hours paid up to the maximum annual amount provided by article 15.01. For clarity, a part-time employee may accrue a maximum of one hundred and twelve decimal five (112.5) hours of sick leave during a fiscal year.

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-time 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 Letter of Offer, immediately prior to the termination of employment.

ARTICLE 40

CASUAL EMPLOYEES

40.01 A Casual Employee is one who is:

- (a) not regularly scheduled to work;
- (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.

40.02 Minimum Hours

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

40.03 Length of Assignments

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

40.04 Casual Premium

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 thirteen per cent (13%) for all straight time hours worked.

40.05 Pay Increments

Casual employees shall move to the next pay increment upon the completion of one-thousand nine-hundred and fifty (1950) regular hours of work.

40.06 Job Selection

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

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

- Article 6 – 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 35 – Employee Benefits Plan and Pension Plan
- Article 39 – Part-Time Employees
- 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
- Appendix “C”: Re: Recruitment Allowance for Nurses in Remote Communities
- Appendix “G”: Re: Trip for Nurses in Remote Communities
- Appendix “N”: Re: Leave Status for Nurses as a Result of a Work-Related Critical Incident
- Appendix “R”: Re: Professional Care and Service Delivery
- Appendix “W”: Re: Workforce Adjustment

40.08 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

41.01 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.

41.02 Term employee appointments shall not exceed 3 years without the mutual agreement of the parties. Despite any extensions of a term employee's appointment in the same job, the employee shall serve only one (1) probationary period.

41.03 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.

41.04 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.

42.02 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 notify the Union by email.
- (b) 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
- (c) 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.

42.03 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.

42.04 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 the applicant wishes to revert voluntarily to their former position, they shall be returned to their former, or an equivalent position where the applicants' 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 their 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 their 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.

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

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

43.05 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

45.01 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 workplace. 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.

45.02 Harassment

- (a) 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.
- (b) 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.
- (c) 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.

45.03 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.

45.04 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, gender identity, gender expression, 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

46.01 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 contained in Article 33.

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

46.03 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.

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

46.05 Any action taken by the Employer as a result of this complaint process may be grieved in accordance with Article 46.20. It is understood that these processes do not prevent a complainant from filing a complaint under applicable legislation.

46.06 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

46.07 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.

46.08 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 Human Resources 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 within fourteen (14) days, subject to the *Personal Information Protection Act*.

46.18 If the resolution involves separating employees, reasonable efforts will be made within five (5) days 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 their 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 the employee 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

47.01 Except as provided in clauses 47.01 to 47.14 inclusive, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

47.02 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 the employee's Letter of Offer,

or

(b) the pay specified in Appendix "A" for the classification prescribed in the employee's Letter of Offer if that classification and the classification of the position to which the employee is appointed do not coincide.

47.03 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

47.04 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.

47.05 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.

47.06 Rates of Pay

- (a) 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 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.

47.07 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.

47.08 Pay Increments for Full-Time and Part-Time Employees

- (a) The pay increment period for full-time and part-time employees is twelve (12) months, and the pay increase shall be to the next rate in the scale.
- (b) 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.

- (c) 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.

47.09 Pay Adjustment Administration

- (a) An employee shall, on the relevant effective dates of adjustments to rates of pay in Appendix A, be paid in the (A), (B), or (C) scale of rates at the rate shown immediately below the employee's former rate.
- (b) 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.
- (c) 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.

47.10 Rate of Pay on Appointment

- (a) The rate of pay on initial appointment for all classifications shall be no less than:
 - (i) A employee, with no experience, or with no recent experience, or with less than one (1) year of recent experience at the first (1st) step;
 - (ii) with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;
 - (iii) with more than three (3) years of recent experience but with less than five (5) years of recent experience, at the second (2nd) step;
 - (iv) with five (5) or more years of recent experience, at the third (3rd) step;

or

such higher step as determined by the Employer.
- (b) After applying the above the Employer may, as circumstances merit and in its discretion, place a newly hired employee on the wage schedule at any wage step above the minimum starting rates.

- (c) The assessment of recent experience will be at the discretion of management.

47.11 Pay on Promotion or Acting Assignment

For the purpose of pay on promotion or during an acting assignment, an employee shall be placed to at least the next highest step which provides an increase in pay, provided that such increase is not less than four percent (4.0%) of the employee's substantive rate of pay at the time such promotion or acting assignment occurs.

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 the employee's 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 the employee 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 the employee's removal from the holding rate.

SIGNED AT OTTAWA, this 21st day of the month of July 1982.

47.11 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.

47.12 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 two (2) working days 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 information technology 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.

47.13 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.

47.14 Review of Existing Job Classifications

- (a) All job classification review requests will be filed by the Union to the Joint Consultation Committee (JCC) within thirty (30) days of an employee becoming aware of a material change to their job that may result in a classification adjustment. The review request will contain sufficient particulars to identify the reasons supporting the requested reclassification.
- (b) Upon receipt of the job classification review request, the JCC will convene a joint sub-committee of the Employer's and the Unions' job classification specialists to collaboratively determine the appropriate classification of the job under review. Neither the JCC nor the joint sub-committee have the authorization to create a new job classification; rather they are limited to determining the appropriate existing classification match and existing wage rate.
- (c) The joint sub-committee shall be comprised of a maximum of two (2) employer representatives and two (2) union representatives, who will ~~review~~ assess the job classification review request on the basis of the standard developed in accordance with Article 47.14. The sub-committee will complete its review and provide joint recommendations to the JCC within ninety (90) days of the referral to it. The JCC will make the final decision on all job classification review requests within ninety (90) days of the submission of the recommendations by the joint sub-committee.
- (d) Where job classification adjustments are mutually agreed resulting in an increase in pay rate, the employer shall adjust the affected employee's pay retroactive to the date of the job classification review request, unless the sub-committee jointly determines that another date is more appropriate.
- (e) The incumbent of the job that has had a classification adjustment will be provided with a revised written confirmation of the change.

ARTICLE 48

VARIATION IN HOURS OF WORK

48.01 Principles

- (a) The following conditions shall apply to employees to whom the provisions of clause 6.07 (Compressed Work Week) and subparagraph 6.09(e)(i) (shift longer than seven decimal five (7.5) hours) of Article 6 apply.
- (b) 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.
- (c) 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).
- (d) During the consultation, the Employer shall provide the union with the relevant information (such as statistics and rationale) in support of the proposed change.

48.02 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.

48.03 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, 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 to the employee's credit by the hourly rate of pay as calculated from the rate specified in the employee's Letter of Offer prior to the termination of their employment.

ARTICLE 49

SHIFT AND WEEKEND PREMIUMS

49.01 Shift Premiums

This Article does not apply to employees on day work covered by clauses 6.02 to 6.07 inclusive.

- (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. For clarity, an employee on shift work means that their posted schedule rotates through two or more of days, evenings, and night shifts.

49.02 Weekend Premiums

- (a) All employees shall receive a premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday.
- (b) Weekend premiums shall be payable in respect of all hours worked at straight-time rates worked on Saturday and/or Sunday. For clarity, weekend premiums are not payable on any hours worked that are paid at overtime rates.

ARTICLE 50

SHIFT PRINCIPLE

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 their scheduled hours of work on a day during which the employee would be eligible for a shift premium, the employee may request that their 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 their next scheduled work period without at least twelve (12) hours of rest; nor will the employee lose any portion of their 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


54.01 The duration of this Collective Agreement shall be from the date it is signed to 31 March 2026.

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

54.03 Signatories

SIGNED ELECTRONICALLY on this 27th day of the month of August, 2024, unless otherwise specified below.

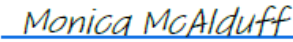
ON BEHALF OF FIRST NATIONS HEALTH AUTHORITY

 (Aug 27, 2024 20:54 EDT)

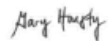
Richard Jock,
Chief Executive Officer



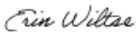
Rick Milone (Aug 27, 2024 13:48 PDT)
Rick Milone,
Vice-President, Human Resources



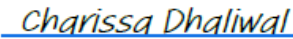
Monica McAlduff (Aug 27, 2024 10:43 PDT)
Monica McAlduff,
Chief Nursing Officer



Gary Housty,
Executive Director, OCNO



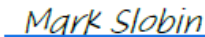
Erin Wiltse,
Director, Collaborative Practice



Charissa Dhaliwal (Sep 3, 2024 08:28 PDT)
Charissa Dhaliwal,
Human Resources Business Partner

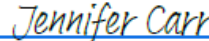


Ben Langmaid,
Labour Relations Manager



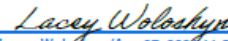
Mark Slobin (Aug 27, 2024 10:13 PDT)
Mark Slobin,
Lead Spokesperson,
Community Social Services Employers'
Association

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



Jennifer Carr (Aug 29, 2024 14:49 EDT)

Jennifer Carr,
National President



Lacey Woloshyn (Aug 27, 2024 11:52 PDT)

Lacey Woloshyn,
BCFNHA Group President



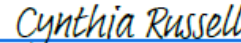
Zach Hans (Aug 27, 2024 09:26 PDT)

Zach Hans,
BCFNHA Group Vice-President



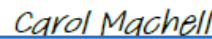
Neil Hewitt (Aug 27, 2024 09:24 PDT)

Neil Hewitt,
Bargaining Representative



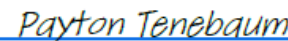
Cynthia Russell (Aug 27, 2024 11:57 PDT)

Cynthia Russell,
Bargaining Representative



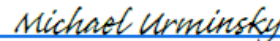
Carol Machell (Aug 27, 2024 09:27 PDT)

Carol Machell,
Bargaining Representative



Payton Tenebaum (Aug 27, 2024 12:22 EDT)

Payton Tenebaum,
Labour Relations Generalist



Michael Urminsky (Aug 29, 2024 14:34 EDT)

Michael Urminsky,
Negotiator

APPENDIX “A”
WAGE SCHEDULES

DE – DENTISTRY GROUP ANNUAL RATES OF PAY (in dollars)

(A) Effective April 1, 2023								
	STEP	1	2	3	4	5	6	7
DE-1	<i>Annual</i>	94841	99471	104091	108703	113329	117942	122662
	<i>Hourly</i>	48.47	50.84	53.20	55.56	57.92	60.28	62.69
DE-2	<i>Annual</i>	102991	108011	113044	118057	123078	128105	133229
	<i>Hourly</i>	52.64	55.20	57.78	60.34	62.90	65.47	68.09
DE-3	<i>Annual</i>	112038	117513	122983	128460	133926	139399	144975
	<i>Hourly</i>	57.26	60.06	62.86	65.65	68.45	71.25	74.10

(B) Effective April 1, 2024								
	STEP	1	2	3	4	5	6	7
DE-1	<i>Annual</i>	98635	103450	108254	113051	117862	122660	127569
	<i>Hourly</i>	50.41	52.87	55.33	57.78	60.24	62.69	65.20
DE-2	<i>Annual</i>	107111	112332	117566	122779	128001	133229	138558
	<i>Hourly</i>	54.74	57.41	60.09	62.75	65.42	68.09	70.82
DE-3	<i>Annual</i>	116520	122213	127903	133599	139284	144975	150774
	<i>Hourly</i>	59.55	62.46	65.37	68.28	71.19	74.10	77.06

(C) Effective April 1, 2025								
	STEP	1	2	3	4	5	6	7
DE-1	<i>Annual</i>	101594	106553	111502	116443	121398	126340	131396
	<i>Hourly</i>	51.92	54.46	56.99	59.51	62.05	64.57	67.16
DE-2	<i>Annual</i>	110324	115702	121093	126462	131841	137226	142715
	<i>Hourly</i>	56.39	59.13	61.89	64.63	67.38	70.14	72.94
DE-3	<i>Annual</i>	120015	125880	131740	137607	143462	149324	155297
	<i>Hourly</i>	61.34	64.34	67.33	70.33	73.32	76.32	79.37

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

(A) Effective April 1, 2023						
	STEP	1	2	3	4	5
EC-01	<i>Annual</i>	59076	61142	63288	66388	68678
	<i>Hourly</i>	30.19	31.25	32.35	33.93	35.10
EC-02	<i>Annual</i>	66095	67698	70072	73252	75780
	<i>Hourly</i>	33.78	34.60	35.81	37.44	38.73
EC-03	<i>Annual</i>	73004	75090	77168	79851	82607
	<i>Hourly</i>	37.31	38.38	39.44	40.81	42.22
EC-04	<i>Annual</i>	78810	81502	84321	88156	91200
	<i>Hourly</i>	40.28	41.65	43.10	45.06	46.61
EC-05	<i>Annual</i>	94218	97095	100269	104831	108447
	<i>Hourly</i>	48.15	49.62	51.25	53.58	55.43
EC-06	<i>Annual</i>	106447	110181	114146	119338	123453
	<i>Hourly</i>	54.40	56.31	58.34	60.99	63.10
EC-07	<i>Annual</i>	120273	123905	127661	133472	138074
	<i>Hourly</i>	61.47	63.33	65.25	68.22	70.57
EC-08	<i>Annual</i>	130763	134385	138184	144472	149456
	<i>Hourly</i>	66.83	68.68	70.62	73.84	76.39

(B) Effective April 1, 2024						
	STEP	1	2	3	4	5
EC-01	<i>Annual</i>	61439	63587	65819	69044	71426
	<i>Hourly</i>	31.40	32.50	33.64	35.29	36.50
EC-02	<i>Annual</i>	68739	70406	72875	76182	78811
	<i>Hourly</i>	35.13	35.98	37.25	38.94	40.28
EC-03	<i>Annual</i>	75925	78093	80254	83046	85911
	<i>Hourly</i>	38.80	39.91	41.02	42.44	43.91
EC-04	<i>Annual</i>	81962	84762	87694	91682	94848
	<i>Hourly</i>	41.89	43.32	44.82	46.86	48.48
EC-05	<i>Annual</i>	97986	100978	104279	109024	112785
	<i>Hourly</i>	50.08	51.61	53.30	55.72	57.64
EC-06	<i>Annual</i>	110705	114588	118711	124111	128391
	<i>Hourly</i>	56.58	58.56	60.67	63.43	65.62
EC-07	<i>Annual</i>	125084	128861	132768	138811	143597
	<i>Hourly</i>	63.93	65.86	67.86	70.94	73.39
EC-08	<i>Annual</i>	135993	139761	143712	150250	155434
	<i>Hourly</i>	69.50	71.43	73.45	76.79	79.44

(C) Effective April 1, 2025						
	STEP	1	2	3	4	5
EC-01	Annual	63282	65495	67794	71115	73568
	Hourly	32.34	33.47	34.65	36.35	37.60
EC-02	Annual	70801	72518	75061	78468	81175
	Hourly	36.19	37.06	38.36	40.10	41.49
EC-03	Annual	78202	80436	82662	85537	88488
	Hourly	39.97	41.11	42.25	43.72	45.23
EC-04	Annual	84421	87305	90325	94433	97693
	Hourly	43.15	44.62	46.16	48.26	49.93
EC-05	Annual	100926	104008	107408	112295	116169
	Hourly	51.58	53.16	54.90	57.39	59.37
EC-06	Annual	114026	118026	122273	127835	132243
	Hourly	58.28	60.32	62.49	65.34	67.59
EC-07	Annual	128837	132727	136751	142975	147905
	Hourly	65.85	67.84	69.89	73.07	75.59
EC-08	Annual	140073	143954	148023	154758	160097
	Hourly	71.59	73.57	75.65	79.10	81.82

IT – INFORMATION TECHNOLOGY GROUP
ANNUAL RATES OF PAY (in dollars)

(A) Effective April 1, 2023

	STEP	1	2	3	4	5	6	7	8	9	10
IT-01	Annual	65498	67921	70341	72743	75146	77548	79949	84407		
	Hourly	33.48	34.71	35.95	37.18	38.41	39.63	40.86	43.144		
IT-02	Annual	81074	83670	86262	88856	91454	94044	96637	99232		
	Hourly	41.44	42.76	44.09	45.41	46.74	48.07	49.39	50.72		
IT-03	Annual	95702	98997	102294	105592	108884	112181	115475	118901		
	Hourly	48.91	50.60	52.28	53.97	55.65	57.33	59.02	60.77		
IT-04	Annual	109578	113356	117133	120912	124689	128468	132246	136394		
	Hourly	56.00	57.94	59.87	61.80	63.73	65.66	67.59	69.71		
IT-05	Annual	126165	130869	135569	140275	144977	149683	154390	159091	164411	
	Hourly	64.48	66.89	69.29	71.69	74.10	76.50	78.91	81.31	84.03	

(B) Effective April 1, 2024

	STEP	1	2	3	4	5	6	7	8	9	10
IT-01	Annual	68118	70638	73154	75653	78152	80650	83147	87784		
	Hourly	34.81	36.10	37.39	38.67	39.94	41.22	42.50	44.87		
IT-02	Annual	84317	87017	89712	92411	95112	97806	100502	103202		
	Hourly	43.09	44.47	45.85	47.23	48.61	49.99	51.37	52.75		
IT-03	Annual	99530	102957	106386	109816	113239	116668	120094	123657		
	Hourly	50.87	52.62	54.37	56.13	57.88	59.63	61.38	63.20		
IT-04	Annual	113961	117890	121818	125748	129676	133606	137536	141850		
	Hourly	58.24	60.25	62.26	64.27	66.28	68.28	70.29	72.50		
IT-05	Annual	131211	136104	140991	145886	150776	155670	160565	165454	170988	
	Hourly	67.06	69.56	72.06	74.56	77.06	79.56	82.06	84.56	87.39	

(B2) Effective August 20, 2024

	STEP	1	2	3	4	5	6	7	8	9	10
IT-01	Annual	73988	75530	77067	79077	80598	82606	84615	88273	90038	91839
	Hourly	37.81	38.60	39.39	40.42	41.19	42.22	43.25	45.12	46.02	46.94
IT-02	Annual	84317	87017	89712	92411	95112	97806	100502	103202	105266	107371
	Hourly	43.09	44.47	45.85	47.23	48.61	49.99	51.37	52.75	53.80	54.88
IT-03	Annual	99530	102957	106386	109816	113239	116668	120094	123657		
	Hourly	50.87	52.62	54.37	56.13	57.88	59.63	61.38	63.20		
IT-04	Annual	113961	117890	121818	125748	129676	133606	137536	141850		
	Hourly	58.24	60.25	62.26	64.27	66.28	68.28	70.29	72.50		
IT-05	Annual	131211	136104	140991	145886	150776	155670	160565	165454	170988	
	Hourly	67.06	69.56	72.06	74.56	77.06	79.56	82.06	84.56	87.39	

(C) Effective April 1, 2025

	STEP	1	2	3	4	5	6	7	8	9	10
IT-01	Annual	76207	77796	79379	81449	83016	85084	87153	90921	92739	94594
	Hourly	38.95	39.76	40.57	41.63	42.43	43.49	44.54	46.47	47.40	48.35
IT-02	Annual	86846	89628	92404	95183	97965	100740	103517	106298	108424	110592
	Hourly	44.39	45.81	47.23	48.65	50.07	51.49	52.91	54.33	55.41	56.52
IT-03	Annual	102516	106046	109577	113110	116636	120168	123697	127367		
	Hourly	52.40	54.20	56.00	57.81	59.61	61.42	63.22	65.10		
IT-04	Annual	117380	121427	125473	129521	133566	137614	141662	146105		
	Hourly	59.99	62.06	64.13	66.20	68.26	70.33	72.40	74.67		
IT-05	Annual	135148	140187	145221	150262	155299	160340	165382	170418	176117	
	Hourly	69.07	71.65	74.22	76.80	79.37	81.95	84.53	87.10	90.01	

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

MEDICAL OFFICER SUB-GROUP

(A) Effective April 1, 2023									
	STEP	1	2	3	4	5	6	7	8
MD-MOF-1	<i>Annual</i>	142345	148194	154055	159916	165774	171634	177498	183350
	<i>Hourly</i>	72.75	75.74	78.74	81.73	84.73	87.72	90.72	93.71
MD-MOF-2	<i>Annual</i>	175950	182049	188153	194253	200586	206653		
	<i>Hourly</i>	89.93	93.04	96.16	99.28	102.52	105.62		
MD-MOF-3	<i>Annual</i>	200888	207967	214737	221230				
	<i>Hourly</i>	102.67	106.29	109.75	113.07				
MD-MOF-4	<i>Annual</i>	222856	230180	237327	244186				
	<i>Hourly</i>	113.90	117.64	121.30	124.80				

(B) Effective April 1, 2024									
	STEP	1	2	3	4	5	6	7	8
MD-MOF-1	<i>Annual</i>	148039	154122	160217	166313	172405	178499	184598	190684
	<i>Hourly</i>	75.66	78.77	81.89	85.00	88.11	91.23	94.35	97.46
MD-MOF-2	<i>Annual</i>	182988	189331	195679	202023	208609	214919		
	<i>Hourly</i>	93.52	96.77	100.01	103.25	106.62	109.84		
MD-MOF-3	<i>Annual</i>	208924	216286	223326	230079				
	<i>Hourly</i>	106.78	110.54	114.14	117.59				
MD-MOF-4	<i>Annual</i>	231770	239387	246820	253953				
	<i>Hourly</i>	118.46	122.35	126.15	129.79				

(C) Effective April 1, 2025									
	STEP	1	2	3	4	5	6	7	8
MD-MOF-1	<i>Annual</i>	152480	158745	165024	171302	177577	183854	190136	196404
	<i>Hourly</i>	77.93	81.13	84.34	87.55	90.76	93.97	97.18	100.38
MD-MOF-2	<i>Annual</i>	188477	195011	201549	208084	214867	221366		
	<i>Hourly</i>	96.33	99.67	103.01	106.35	109.82	113.14		
MD-MOF-3	<i>Annual</i>	215191	222774	230026	236981				
	<i>Hourly</i>	109.98	113.86	117.56	121.12				
MD-MOF-4	<i>Annual</i>	238724	246569	254225	261572				
	<i>Hourly</i>	122.01	126.02	129.93	133.69				

MEDICAL SPECIALIST SUB-GROUP

(A) Effective April 1, 2023				
	STEP	1	2	3
MD-MSP-1	<i>Annual</i>	207630	214103	221468
	<i>Hourly</i>	106.12	109.43	113.19
MD-MSP-2	<i>Annual</i>	231614	238159	245601
	<i>Hourly</i>	118.38	121.72	125.52

(B) Effective April 1, 2024				
	STEP	1	2	3
MD-MSP-1	<i>Annual</i>	215935	222668	230327
	<i>Hourly</i>	110.36	113.80	117.72
MD-MSP-2	<i>Annual</i>	240879	247685	255425
	<i>Hourly</i>	123.11	126.59	130.55

(C) Effective April 1, 2025				
	STEP	1	2	3
MD-MSP-1	<i>Annual</i>	222413	229348	237237
	<i>Hourly</i>	113.67	117.22	121.25
MD-MSP-2	<i>Annual</i>	248105	255116	263088
	<i>Hourly</i>	126.80	130.39	134.46

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

SUBGROUP: DIETITIAN

(A) Effective April 1, 2023									
	STEP	1	2	3	4	5	6	7	8
ND-DIT-1	<i>Annual</i>	78725	80709	82816	84947	87081	89309	91632	93959
	<i>Hourly</i>	40.24	41.25	42.33	43.42	44.51	45.64	46.83	48.02
ND-DIT-2	<i>Annual</i>	88332	90691	93067	95782	98364	100944		
	<i>Hourly</i>	45.15	46.35	47.57	48.95	50.27	51.59		
ND-DIT-3	<i>Annual</i>	95008	97562	100359	103125	106008	108887		
	<i>Hourly</i>	48.56	49.86	51.29	52.71	54.18	55.65		
ND-DIT-4	<i>Annual</i>	108809	111805	114808	117805	120801	123800		
	<i>Hourly</i>	55.61	57.14	58.68	60.21	61.74	63.27		

(B) Effective April 1, 2024									
	STEP	1	2	3	4	5	6	7	8
ND-DIT-1	<i>Annual</i>	81874	83938	86128	88345	90564	92881	95298	97718
	<i>Hourly</i>	41.84	42.90	44.02	45.15	46.29	47.47	48.71	49.94
ND-DIT-2	<i>Annual</i>	91866	94318	96789	99613	102299	104982		
	<i>Hourly</i>	46.95	48.21	49.47	50.91	52.28	53.66		
ND-DIT-3	<i>Annual</i>	98809	101464	104373	107250	110248	113243		
	<i>Hourly</i>	50.50	51.86	53.34	54.81	56.35	57.88		
ND-DIT-4	<i>Annual</i>	113162	116277	119400	122517	125634	128752		
	<i>Hourly</i>	57.84	59.43	61.02	62.62	64.21	65.80		

(C) Effective April 1, 2025									
	STEP	1	2	3	4	5	6	7	8
ND-DIT-1	<i>Annual</i>	84330	86456	88712	90995	93281	95668	98157	100649
	<i>Hourly</i>	43.10	44.19	45.34	46.51	47.67	48.89	50.17	51.44
ND-DIT-2	<i>Annual</i>	94622	97148	99693	102602	105368	108131		
	<i>Hourly</i>	48.36	49.65	50.95	52.44	53.85	55.26		
ND-DIT-3	<i>Annual</i>	101773	104508	107505	110467	113556	116640		
	<i>Hourly</i>	52.02	53.41	54.94	56.46	58.04	59.61		
ND-DIT-4	<i>Annual</i>	116557	119766	122982	126192	129403	132615		
	<i>Hourly</i>	59.57	61.21	62.86	64.50	66.14	67.78		

SUBGROUP: ADVISORY

(A) Effective April 1, 2023								
	STEP	1	2	3	4	5	6	7
ND-ADV-1	<i>Annual</i>	81696	84217	86981	89716	92566	95410	
	<i>Hourly</i>	41.75	43.04	44.46	45.85	47.31	48.76	
ND-ADV-2	<i>Annual</i>	92285	95523	98748	101980	105360	108742	
	<i>Hourly</i>	47.17	48.82	50.47	52.12	53.85	55.58	
ND-ADV-3	<i>Annual</i>	103092	107001	110914	114808	118708	121901	125097
	<i>Hourly</i>	52.69	54.69	56.69	58.68	60.67	62.30	63.94

(B) Effective April 1, 2024								
	STEP	1	2	3	4	5	6	7
ND-ADV-1	<i>Annual</i>	84964	87586	90460	93305	96269	99227	
	<i>Hourly</i>	43.42	44.76	46.23	47.69	49.20	50.71	
ND-ADV-2	<i>Annual</i>	95976	99344	102698	106059	109575	113092	
	<i>Hourly</i>	49.05	50.77	52.49	54.21	56.00	57.80	
ND-ADV-3	<i>Annual</i>	107216	111281	115350	119400	123456	126777	130101
	<i>Hourly</i>	54.80	56.87	58.95	61.02	63.10	64.79	66.49

(C) Effective April 1, 2025								
	STEP	1	2	3	4	5	6	7
ND-ADV-1	<i>Annual</i>	87513	90214	93174	96104	99157	102204	
	<i>Hourly</i>	44.73	46.11	47.62	49.12	50.68	52.24	
ND-ADV-2	<i>Annual</i>	98855	102324	105779	109241	112862	116485	
	<i>Hourly</i>	50.52	52.30	54.06	55.83	57.68	59.53	
ND-ADV-3	<i>Annual</i>	110432	114620	118811	122982	127160	130580	134004
	<i>Hourly</i>	56.44	58.58	60.72	62.86	64.99	66.74	68.49

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

(A) Effective April 1, 2023							
	STEP	1	2	3	4	5	6
OP-1	<i>Annual</i>	90119	92436	94828	97217		
	<i>Hourly</i>	46.06	47.24	48.47	49.69		
OP-2	<i>Annual</i>	90559	93075	95594	98117	100720	103322
	<i>Hourly</i>	46.28	47.57	48.86	50.15	51.48	52.81
OP-3	<i>Annual</i>	96032	98764	101494	104223	107057	109891
	<i>Hourly</i>	49.08	50.48	51.87	53.27	54.72	56.16

(B) Effective April 1, 2024							
	STEP	1	2	3	4	5	6
OP-1	<i>Annual</i>	93724	96133	98621	101106		
	<i>Hourly</i>	47.90	49.13	50.40	51.67		
OP-2	<i>Annual</i>	94182	96798	99418	102042	104749	107455
	<i>Hourly</i>	48.14	49.47	50.81	52.15	53.54	54.92
OP-3	<i>Annual</i>	99873	102715	105554	108392	111339	114287
	<i>Hourly</i>	51.04	52.50	53.95	55.40	56.90	58.41

(C) Effective April 1, 2025							
	STEP	1	2	3	4	5	6
OP-1	<i>Annual</i>	96536	99017	101579	104139		
	<i>Hourly</i>	49.34	50.61	51.92	53.22		
OP-2	<i>Annual</i>	97007	99702	102400	105103	107891	110679
	<i>Hourly</i>	49.58	50.96	52.34	53.72	55.14	56.57
OP-3	<i>Annual</i>	102869	105796	108720	111644	114679	117715
	<i>Hourly</i>	52.58	54.07	55.57	57.06	58.61	60.16

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

(A) Effective April 1, 2023									
	STEP	1	2	3	4	5	6	7	8
PH-1	<i>Annual</i>	88181	91235	94291	97451	100716	104089	107462	110838
	<i>Hourly</i>	45.07	46.63	48.19	49.81	51.48	53.20	54.92	56.65
PH-2	<i>Annual</i>	105800	108992	113623	118258	122893			
	<i>Hourly</i>	54.07	55.70	58.07	60.44	62.81			
PH-3	<i>Annual</i>	115948	120587	125410	130233	135057			
	<i>Hourly</i>	59.26	61.63	64.10	66.56	69.03			

(B) Effective April 1, 2024									
	STEP	1	2	3	4	5	6	7	8
PH-1	<i>Annual</i>	91708	94884	98063	101349	104745	108252	111761	115272
	<i>Hourly</i>	46.87	48.49	50.12	51.80	53.53	55.33	57.12	58.91
PH-2	<i>Annual</i>	110032	113352	118168	122989	127809			
	<i>Hourly</i>	56.24	57.93	60.39	62.86	65.32			
PH-3	<i>Annual</i>	120586	125411	130426	135442	140460			
	<i>Hourly</i>	61.63	64.10	66.66	69.22	71.79			

(C) Effective April 1, 2025									
	STEP	1	2	3	4	5	6	7	8
PH-1	<i>Annual</i>	94460	97730	101005	104389	107887	111500	115114	118730
	<i>Hourly</i>	48.28	49.95	51.62	53.35	55.14	56.99	58.83	60.68
PH-2	<i>Annual</i>	113333	116752	121713	126678	131643			
	<i>Hourly</i>	57.92	59.67	62.21	64.74	67.28			
PH-3	<i>Annual</i>	124204	129173	134339	139505	144673			
	<i>Hourly</i>	63.48	66.02	68.66	71.30	73.94			

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

(A) Effective April 1, 2023								
	STEP	1	2	3	4	5	6	7
PS-1	<i>Annual</i>	58007	60545	63080	65611	68154	70688	73228
	<i>Hourly</i>	29.65	30.94	32.24	33.53	34.83	36.13	37.43
PS-2	<i>Annual</i>	74805	77972	81150	84316	87492	90665	
	<i>Hourly</i>	38.23	39.85	41.48	43.09	44.72	46.34	
PS-3	<i>Annual</i>	87844	91477	95111	98758	102413		
	<i>Hourly</i>	44.90	46.75	48.61	50.47	52.34		
PS-4	<i>Annual</i>	98830	102989	107157	111324	115490		
	<i>Hourly</i>	50.51	52.64	54.77	56.90	59.03		
PS-5	<i>Annual</i>	110808	115548	120282	124794	129191		
	<i>Hourly</i>	56.63	59.06	61.47	63.78	66.03		

(B) Effective April 1, 2024								
	STEP	1	2	3	4	5	6	7
PS-1	<i>Annual</i>	60328	62967	65603	68236	70881	73516	76157
	<i>Hourly</i>	30.83	32.18	33.53	34.87	36.23	37.57	38.92
PS-2	<i>Annual</i>	77797	81091	84396	87689	90992	94292	
	<i>Hourly</i>	39.76	41.44	43.13	44.82	46.51	48.19	
PS-3	<i>Annual</i>	91358	95136	98916	102708	106509		
	<i>Hourly</i>	46.69	48.62	50.55	52.49	54.44		
PS-4	<i>Annual</i>	102783	107109	111443	115777	120109		
	<i>Hourly</i>	52.53	54.74	56.96	59.17	61.39		
PS-5	<i>Annual</i>	115240	120170	125093	129785	134359		
	<i>Hourly</i>	58.90	61.42	63.93	66.33	68.67		

(C) Effective April 1, 2025								
	STEP	1	2	3	4	5	6	7
PS-1	<i>Annual</i>	62137	64856	67571	70283	73007	75721	78442
	<i>Hourly</i>	31.76	33.15	34.53	35.92	37.31	38.70	40.09
PS-2	<i>Annual</i>	80131	83524	86928	90319	93722	97121	
	<i>Hourly</i>	40.95	42.69	44.43	46.16	47.90	49.64	
PS-3	<i>Annual</i>	94099	97990	101883	105789	109705		
	<i>Hourly</i>	48.09	50.08	52.07	54.07	56.07		
PS-4	<i>Annual</i>	105867	110322	114786	119250	123712		
	<i>Hourly</i>	54.11	56.38	58.67	60.95	63.23		
PS-5	<i>Annual</i>	118697	123775	128846	133679	138389		
	<i>Hourly</i>	60.66	63.26	65.85	68.32	70.73		

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

(A) Effective April 1, 2023								
	STEP	1	2	3	4	5	6	7
SW-SCW-1	<i>Annual</i>	59971	62392	64821	67249	69677	72107	74536
	<i>Hourly</i>	30.65	31.89	33.13	34.37	35.61	36.85	38.09
SW-SCW-1 CLINICAL SOCIAL WORKERS	<i>Annual</i>	78413	80837	83261	85692	88121	90550	92976
	<i>Hourly</i>	40.08	41.32	42.55	43.80	45.04	46.28	47.52
SW-SCW-2	<i>Annual</i>	66218	68908	71603	74294	76985	79677	
	<i>Hourly</i>	33.84	35.22	36.60	37.97	39.35	40.72	
SW-SCW-2 CLINICAL SOCIAL WORKERS	<i>Annual</i>	81151	83837	86536	89228	91911	94607	
	<i>Hourly</i>	41.48	42.85	44.23	45.60	46.97	48.35	
SW-SCW-3	<i>Annual</i>	74099	77119	80138	83165	86195	89212	
	<i>Hourly</i>	37.87	39.41	40.96	42.50	44.05	45.60	
SW-SCW-3 CLINICAL SOCIAL WORKERS	<i>Annual</i>	84636	87658	90674	93704	96729	99746	
	<i>Hourly</i>	43.26	44.80	46.34	47.89	49.44	50.98	
SW-SCW-4	<i>Annual</i>	84648	87711	90763	93826	96899	99955	
	<i>Hourly</i>	43.26	44.83	46.39	47.95	49.52	51.09	
SW-SCW-5	<i>Annual</i>	100399	104123	107854	111582	115311	119044	
	<i>Hourly</i>	51.31	53.22	55.12	57.03	58.93	60.84	

(B) Effective April 1, 2024								
	STEP	1	2	3	4	5	6	7
SW-SCW-1	<i>Annual</i>	62370	64888	67414	69939	72464	74991	77518
	<i>Hourly</i>	31.88	33.16	34.45	35.75	37.04	38.33	39.62
SW-SCW-1 CLINICAL SOCIAL WORKERS	<i>Annual</i>	81549	84071	86591	89119	91646	94172	96696
	<i>Hourly</i>	41.68	42.97	44.26	45.55	46.84	48.13	49.42
SW-SCW-2	<i>Annual</i>	68867	71665	74467	77266	80064	82864	
	<i>Hourly</i>	35.20	36.63	38.06	39.49	40.92	42.35	
SW-SCW-2 CLINICAL SOCIAL WORKERS	<i>Annual</i>	84397	87191	89997	92797	95587	98391	
	<i>Hourly</i>	43.13	44.56	46.00	47.43	48.85	50.29	
SW-SCW-3	<i>Annual</i>	77062	80204	83344	86492	89642	92781	
	<i>Hourly</i>	39.39	40.99	42.60	44.21	45.82	47.42	
SW-SCW-3 CLINICAL SOCIAL WORKERS	<i>Annual</i>	88022	91165	94301	97452	100598	103736	
	<i>Hourly</i>	44.99	46.59	48.20	49.81	51.41	53.02	
SW-SCW-4	<i>Annual</i>	88034	91219	94394	97579	100775	103953	
	<i>Hourly</i>	44.99	46.62	48.24	49.87	51.51	53.13	
SW-SCW-5	<i>Annual</i>	104415	108288	112168	116046	119923	123806	
	<i>Hourly</i>	53.37	55.35	57.33	59.31	61.29	63.28	

(C) Effective April 1, 2025								
	STEP	1	2	3	4	5	6	7
SW-SCW-1	<i>Annual</i>	64241	66834	69436	72038	74638	77241	79843
	<i>Hourly</i>	32.83	34.16	35.49	36.82	38.15	39.48	40.81
SW-SCW-1 CLINICAL SOCIAL WORKERS	<i>Annual</i>	83996	86593	89189	91793	94395	96997	99596
	<i>Hourly</i>	42.93	44.26	45.58	46.91	48.24	49.57	50.90
SW-SCW-2	<i>Annual</i>	70933	73815	76701	79584	82466	85350	
	<i>Hourly</i>	36.25	37.73	39.20	40.67	42.15	43.62	
SW-SCW-2 CLINICAL SOCIAL WORKERS	<i>Annual</i>	86929	89806	92697	95581	98455	101343	
	<i>Hourly</i>	44.43	45.90	47.38	48.85	50.32	51.80	
SW-SCW-3	<i>Annual</i>	79374	82610	85844	89087	92332	95564	
	<i>Hourly</i>	40.57	42.22	43.87	45.53	47.19	48.84	
SW-SCW-3 CLINICAL SOCIAL WORKERS	<i>Annual</i>	90662	93899	97130	100376	103616	106848	
	<i>Hourly</i>	46.34	47.99	49.64	51.30	52.96	54.61	
SW-SCW-4	<i>Annual</i>	90675	93956	97225	100506	103798	107072	
	<i>Hourly</i>	46.34	48.02	49.69	51.37	53.05	54.72	
SW-SCW-5	<i>Annual</i>	107547	111537	115533	119527	123521	127520	
	<i>Hourly</i>	54.97	57.01	59.05	61.09	63.13	65.17	

NU - NURSING GROUP ANNUAL RATES OF PAY
(NU-CHN) (in dollars)

(A) Effective April 1, 2023											
	STEP	1	2	3	4	5	6	7	8	9	10
NU-ESN	<i>Annual</i>	57196									
	<i>Hourly</i>	29.23									
NU-LPN-1	<i>Annual</i>	60783	62593	64404		65654		66281		66906	
	<i>Hourly</i>	31.07	31.99	32.92		33.56		33.88		34.20	
NU-LPN-2	<i>Annual</i>	63331	65230	67086		68381		69050		69700	
	<i>Hourly</i>	32.37	33.34	34.29		34.95		35.29		35.62	
NU-CHN-3	<i>Annual</i>	88428	90445	92460	94472	96481	98497	100514			
	<i>Hourly</i>	45.19	46.23	47.26	48.28	49.31	50.34	51.37			
NU-CHN-4	<i>Annual</i>	91330	93492	95638	97815	99966	102126	104279	106439		
	<i>Hourly</i>	46.68	47.78	48.88	49.99	51.09	52.20	53.30	54.40		
NU-CHN-5	<i>Annual</i>	95678	98129	100572	103024	105464	107922	110373	112820		
	<i>Hourly</i>	48.90	50.15	51.40	52.65	53.90	55.16	56.41	57.66		
NU-CHN-6	<i>Annual</i>	100514	103442	106374	109299	112239	115169	118102	121034		
	<i>Hourly</i>	51.37	52.87	54.37	55.86	57.36	58.86	60.36	61.86		
NU-CHN-7	<i>Annual</i>	110930	114278	117629	120975	124319	127667	131013	134356		
	<i>Hourly</i>	56.70	58.41	60.12	61.83	63.54	65.25	66.96	68.67		
NU-CHN-8	<i>Annual</i>	113026	116784	120533	124293	127674	131796	135543	138805	142066	
	<i>Hourly</i>	57.77	59.69	61.60	63.52	65.25	67.36	69.27	70.94	72.61	

(B) Effective April 1, 2024											
	STEP	1	2	3	4	5	6	7	8	9	10
NU-ESN	<i>Annual</i>	59483									
	<i>Hourly</i>	30.40									
NU-LPN-1	<i>Annual</i>	63215	65096	66980		68281		68933		69582	
	<i>Hourly</i>	32.31	33.27	34.23		34.90		35.23		35.56	
NU-LPN-2	<i>Annual</i>	65864	67839	69769		71117		71812		72488	
	<i>Hourly</i>	33.66	34.67	35.66		36.35		36.70		37.05	
NU-CHN-3	<i>Annual</i>	91965	94063	96158	98251	100341	102437	104535			
	<i>Hourly</i>	47.00	48.07	49.15	50.21	51.28	52.35	53.43			
NU-CHN-4	<i>Annual</i>	94983	97232	99464	101727	103965	106211	108450	110696		
	<i>Hourly</i>	48.55	49.69	50.83	51.99	53.14	54.28	55.43	56.58		
NU-CHN-5	<i>Annual</i>	99505	102054	104595	107145	109683	112239	114788	117333		
	<i>Hourly</i>	50.86	52.16	53.46	54.76	56.06	57.36	58.67	59.97		
NU-CHN-6	<i>Annual</i>	104535	107579	110629	113671	116728	119776	122826	125875		
	<i>Hourly</i>	53.43	54.98	56.54	58.10	59.66	61.22	62.78	64.33		
NU-CHN-7	<i>Annual</i>	115368	118849	122335	125814	129292	132774	136253	139730		
	<i>Hourly</i>	58.96	60.74	62.52	64.30	66.08	67.86	69.64	71.41		
NU-CHN-8	<i>Annual</i>	117547	121456	125354	129264	132781	137068	140965	144357	147749	
	<i>Hourly</i>	60.08	62.07	64.07	66.07	67.86	70.05	72.05	73.78	75.51	

(B2) Effective August 20, 2024

	STEP	1	2	3	4	5	6	7	8	9	10
NU-ESN	Annual	59483									
	Hourly	30.40									
NU-LPN-1	Annual	63215	65096	66980	68281	68933	69582	70974	72393	73841	75318
	Hourly	32.31	33.27	34.23	34.90	35.23	35.56	36.27	37.00	37.74	38.49
NU-LPN-2	Annual	65864	67839	69769	71117	71812	72488	73938	75417	76925	78463
	Hourly	33.66	34.67	35.66	36.35	36.70	37.05	37.79	38.54	39.32	40.10
NU/NR-CHN-3	Annual	91965	94063	96158	98251	100341	102437	104535	106626	108758	110933
	Hourly	47.00	48.07	49.15	50.21	51.28	52.35	53.43	54.50	55.59	56.70
NU/NR-CHN-4	Annual	94983	97232	100442	103684	106900	110124	112363	114609	116901	119239
	Hourly	48.55	49.69	51.33	52.99	54.64	56.28	57.43	58.58	59.75	60.94
NU-CHN-5	Annual	99505	102054	104595	107145	109683	112239	114788	117333	119680	122073
	Hourly	50.86	52.16	53.46	54.76	56.06	57.36	58.67	59.97	61.17	62.39
NU-CHN-6	Annual	104535	107579	110629	113671	116728	119776	122826	125875	128392	130960
	Hourly	53.43	54.98	56.54	58.10	59.66	61.22	62.78	64.33	65.62	66.93
NU-CHN-7	Annual	115368	118849	122335	125814	129292	132774	136253	139730		
	Hourly	58.96	60.74	62.52	64.30	66.08	67.86	69.64	71.41		
NU-CHN-8	Annual	117547	121456	125354	129264	132781	137068	140965	144357	147749	
	Hourly	60.08	62.07	64.07	66.07	67.86	70.05	72.05	73.78	75.51	

(C) Effective April 1, 2025

	STEP	1	2	3	4	5	6	7	8	9	10
NU-ESN	Annual	61268									
	Hourly	31.31									
NU-LPN-1	Annual	65111	67049	68989	70329	71000	71670	73103	74565	76056	77578
	Hourly	33.28	34.27	35.26	35.94	36.29	36.63	37.36	38.11	38.87	39.65
NU-LPN-2	Annual	67840	69875	71862	73250	73966	74663	76156	77679	79233	80817
	Hourly	34.67	35.71	36.73	37.44	37.80	38.16	38.92	39.70	40.50	41.30
NU/NR-CHN-3	Annual	94724	96885	99043	101198	103351	105510	107671	109824	112021	114261
	Hourly	48.41	49.52	50.62	51.72	52.82	53.93	55.03	56.13	57.25	58.40
NU/NR-CHN-4	Annual	97833	100149	103455	106795	110107	113428	115734	118048	120408	122817
	Hourly	50.00	51.19	52.88	54.58	56.27	57.97	59.15	60.33	61.54	62.77
NU-CHN-5	Annual	102490	105116	107733	110359	112973	115606	118231	120853	123270	125736
	Hourly	52.38	53.72	55.06	56.40	57.74	59.09	60.43	61.77	63.00	64.26
NU-CHN-6	Annual	107671	110807	113948	117081	120230	123369	126511	129651	132244	134889
	Hourly	55.03	56.63	58.24	59.84	61.45	63.05	64.66	66.26	67.59	68.94
NU-CHN-7	Annual	118829	122414	126005	129588	133170	136757	140341	143922		
	Hourly	60.73	62.56	64.40	66.23	68.06	69.90	71.73	73.56		
NU-CHN-8	Annual	121074	125099	129115	133142	136764	141180	145194	148688	152181	
	Hourly	61.88	63.94	65.99	68.05	69.90	72.16	74.21	75.99	77.78	

NR – REMOTE NURSING GROUP ANNUAL RATES OF PAY
(NR-CHN) (in dollars)

(A) Effective April 1, 2023										
	STEP	1	2	3	4	5	6	7	8	9
NU-CHN-1	<i>Annual</i>	85744	86776							
	<i>Hourly</i>	43.82	44.35							
NU-CHN-2	<i>Annual</i>	85798	87815	89880	91952	94025	96091	98165		
	<i>Hourly</i>	43.85	44.88	45.94	47.00	48.06	49.11	50.17		
NU-CHN-3	<i>Annual</i>	86458	88428	90445	92460	94472	96481	98497	100514	
	<i>Hourly</i>	44.19	45.19	46.23	47.26	48.28	49.31	50.34	51.37	
NU-CHN-4	<i>Annual</i>	89214	91330	93492	95638	97815	99966	102126	104279	106439
	<i>Hourly</i>	45.60	46.68	47.78	48.88	49.99	51.09	52.20	53.30	54.40

(B) Effective April 1, 2024										
	STEP	1	2	3	4	5	6	7	8	9
NU-CHN-1	<i>Annual</i>	89174	90247							
	<i>Hourly</i>	45.58	46.12							
NU-CHN-2	<i>Annual</i>	89230	91327	93475	95630	97786	99934	102091		
	<i>Hourly</i>	45.60	46.68	47.77	48.88	49.98	51.08	52.18		
NU-CHN-3	<i>Annual</i>	89916	91965	94063	96158	98251	100341	102437	104535	
	<i>Hourly</i>	45.96	47.00	48.07	49.15	50.21	51.28	52.35	53.43	
NU-CHN-4	<i>Annual</i>	92783	94983	97232	99464	101727	103965	106211	108450	110696
	<i>Hourly</i>	47.42	48.55	49.69	50.83	51.99	53.14	54.28	55.43	56.58

Pay note: Remote Nursing wage grid discontinued, employees on this grid moved to community health nursing grid on first pay period following Union ratification.

APPENDIX “B”
EDUCATION ALLOWANCES – NURSING GROUP

Where the nursing education level identified in Column I is utilized in the performance of the employees duties, for all purpose of pay the employees annual rate of pay stipulated in Appendix “A” shall be altered by the addition of the amounts specified hereunder in Column II.

COLUMN I	COLUMN II
(a) Diploma in nursing from an institution recognized by the Employer	\$ 2,750
(b) Bachelors degree in nursing	\$ 3,300
(c) 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.

The base hourly rate of pay for an employee in receipt of an education allowance shall be calculated as follows:

$$\frac{\text{Annual Rate of Pay} + \text{Education Allowance}}{1956.6}$$

APPENDIX “C”
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF RECRUITMENT ALLOWANCE
FOR NURSES IN REMOTE COMMUNITIES

Preamble

In an effort to enhance recruitment opportunities, the Employer will provide a recruitment allowance to eligible nurses permanently assigned to work in nursing stations situated in remote communities.

1. A recruitment allowance of up to sixteen thousand five hundred (\$16,500) will be paid to eligible full-time and part-time employees in the following amounts and subject to the conditions set out as follows:
 - (a) An initial payment of six thousand seven hundred and fifty (\$6,750) will be paid to full-time employees after the completion of one hundred and fifty (150) regular hours of work, and
 - (b) A second payment of nine-thousand seven hundred and fifty (\$9,750) will be paid to full-time employees upon the completion of one thousand nine hundred and fifty (1950) regular hours of work.
 - (c) Part-time employees shall receive the first payment after completing one hundred and fifty (150) regular hours of work, and the second payment after completing nine hundred and seventy-five (975) regular hours of work and a minimum of one (1) year after the date of hire.
 - (d) Part-time employees shall receive the Recruitment Allowance in same proportion as their contracted hours of work (full-time equivalent or FTE) compared to full-time status employees.
 - (e) Employees whose employment ends prior to the completion of the required hours of work and conditions set out above shall not be entitled to the Recruitment Allowance or part thereof.

2. To be eligible to receive the Recruitment Allowance an employee must be:
 - (a) an employee hired as a permanent full-time or part-time nurse, or a full-time or part-time Term employee hired on a Term of twelve (12) months or longer, and
 - (b) assigned to work in nursing stations situated in remote communities as defined in the Employer's Support for Working in Remote Communities Policy, or
 - (c) be assigned by the Employer to directly work with and directly support nurses permanently assigned in remote nursing stations while utilizing the skills of Remote Certified Practice, or
 - (d) be assigned by the Employer to supervise nurses employed in remote communities as defined in the Employer's Support for Working in Remote Communities Policy.
3. The Institute agrees that the Employer may extend this allowance to nurses when the Employer is of the opinion that extending such allowance is needed.
4. This allowance can only be paid once during the employee's total period of continuous employment in the FNHA.
5. 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

In an effort to incentivize retention, the Employer will provide a retention allowance to nurses assigned to work in nursing stations situated in remote communities.

1. Nurses who meet the conditions set out in this agreement shall receive an allowance of sixty three decimal twenty four (\$63.24) dollars per day, to a maximum of sixteen thousand five hundred (\$16,500) per calendar year, for each completed regularly scheduled workday.
2. Prior to receiving the allowance full-time employees must complete one-thousand nine hundred and fifty (1950) regular hours of work, part-time employees must complete in hundred and seventy-five (975) regular hours of work and minimum of one (1) year after the date of hire, and casual employees must complete four hundred and eighty-seven decimal five (487.5) regular hours of work.
3. To be eligible to commence receiving the Retention Allowance an employee must be:
 - (a) assigned to work in nursing stations situated in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy; or,
 - (b) assigned by the Employer to directly work with (virtually and/or in-person) and directly support nurses permanently assigned in remote nursing stations while utilizing the skills of Remote Certified Practice, or
 - (c) assigned by the Employer to supervise nurses employed in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy.
4. The 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.
5. An employee shall not be entitled to the Allowance for periods the employee is on leave without pay or under suspension.
6. This allowance specified above does not form part of an employee’s salary.

7. An employee may receive both this allowance and that of Appendix “E” – Remote Certified Practice Allowance and Appendix “F” - Nurse-in-charge Allowance, as long as the employee meets the provisions of both appendices.
8. An employee may not receive this allowance and the recruitment allowance in Appendix “C” during the same twelve (12) month period.
9. The Institute agrees that the Employer may extend this allowance to nurses when the Employer is of the opinion that extending such allowance is needed.
10. 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
REMOTE CERTIFIED PRACTICE ALLOWANCE
FOR NURSES

In an effort to recognize the value of an expanded professional role, the Employer will provide an allowance to nurses who hold their Remote Certified Practice (RNc) designation and when it is deemed by the Employer that in order to adequately fulfil their role they are required to have an expanded scope of practice and utilize the skills of Remote Certified Practice in the performance of their duties.

1. Nurses who perform the duties of an expanded professional role and meet the conditions set out in this agreement shall receive an allowance of twenty-three (\$23.00) dollars per day, for each completed regularly scheduled work day, to a maximum of six thousand (\$6,000) dollars in a calendar year.
2. To be eligible to commence receiving the Remote Certified Practice Allowance a nurse must:
 - (a) possess a valid Remote Certified Practice (RNc) designation and be in good standing with the professional regulatory body; and,
 - (b) occupy a position which is deemed by the Employer as a requirement or an asset to have an expanded scope of practice and utilize the skills of Remote Certified Practice; and,
 - (c) assigned to work in nursing stations situated in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy;or,
 - (d) be assigned by the Employer to directly work with and directly support nurses permanently assigned in remote nursing stations while utilizing the skills of Remote Certified Practice.

When the eligibility criteria set out above is no longer met, receipt of the allowance will be discontinued.

3. A nurse employee shall commence receiving the allowance after they have satisfied the conditions set out in section 3 above and after having provided the Employer with evidence of an active and valid Remote Certified Practice (RNc) designation.
4. The designation of Remote Certified Practice (RNc) as a requirement or an asset will be reflected in the relevant job description.
5. Part-time and casual employees shall be paid the daily amount divided by seven decimal five (7.5) for each hour paid at their hourly rate of pay pursuant to clause 39.03.
6. 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.
7. The 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 the employee is on leave without pay or under suspension.
9. This allowance specified above does not form part of an employee's salary.
10. The Institute agrees that the Employer may extend this allowance to nurses when the Employer is of the opinion that extending such allowance is needed.
11. 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

In recognition of the role of Nurse-in-Charge (NIC), the Employer will provide an allowance to nurses assigned to perform the duties of the position of NIC.

1. Nurses who perform the duties of an NIC shall receive a daily allowance of twenty three (\$23.00) dollars per day, to a maximum of six thousand (\$6,000) dollars in a calendar year.
2. The NIC Allowance will be paid to nurses who have been placed in a position for one (1) day or more in while they have the:
 - (a) duty and responsibility to supervise or direct the performance of the activities that go on at the worksite; and
 - (b) to see that matters are organized and carried out as they should be; and
 - (c) to make effective operational decisions about the manner and timing of those activities.
3. To be eligible to receive the nurse-in-charge allowance, in-charge duties must exceed those duties of NU grades 1-3 in the context of the applicable Job descriptions.
4. 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 their hourly rate of pay pursuant to clause 39.03.
5. The allowance will cease where an employee is assigned or temporarily appointed to duties with no NIC responsibilities for the duration of the assignment or temporary appointment.
6. An employee shall not be entitled to the Allowance for periods the employee is on leave without pay or under suspension.
7. This allowance specified above does not form part of an employee's salary.
8. The Institute agrees that the Employer may extend this allowance to nurses when the Employer is of the opinion that extending such allowance is needed.
9. 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 dependents.
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 Article 9 - Standby 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:

1. 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.
2. A nurse who is in the situation where the employee 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 the employee expresses this request.
3. Should the nurse who is alone in the facility or community expresses to the supervisor that they are 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.

4. 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 the employee 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.
5. 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.
6. 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.
7. PH and HCC nurses should not be considered as second on-standby nurses when they are in community to perform their regular visitation functions.
8. 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:

9. 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.
10. 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

11. 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.

12. 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.
13. 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.
14. 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).
15. 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.
16. Two and three nurse facilities will require additional staff to ensure that nurses are relieved of on standby duty minimally every third weekend.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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

22. 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.
23. 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
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 “J”
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
PROTECTIVE CLOTHING REIMBURSEMENT FOR NURSES

In an effort to support employees when working in First Nations Communities, 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:
 - (a) Winter Parkas or Winter Jackets
 - (b) Winter Footwear
 - (c) Mittens or Gloves
 - (d) Earmuffs and Hats
 - (e) Wind Pants
 - (f) Snow Pants
 - (g) Insulated Socks
 - (h) Thermal Underwear, under layers or base layers
 - (i) Rain Gear
 - (j) CSA Standard boots, including rubber and safety boots
3. The maximum total reimbursement for every period of 3 years in \$1,200.00.
4. Different classes of protective clothing have different useful lives. Consequently, multiple requests for reimbursements for the same item may be claimed under this appendix in each 3-year period.

5. Those employees who have been reimbursed under this MOU and have not passed probation will be required to return the reimbursement to the Employer.
6. Reimbursements paid under this appendix are not subject to the pro-ration of benefits contemplated by Article 39.02 for part-time employees.
7. If the Employer requires an employee to perform duties in a First Nations Community who would not otherwise qualify for reimbursements under this appendix, the details of the required provision of weather protective clothing, including any potential reimbursements is a proper subject of discussion at either the Joint Health and Safety Committee or the Joint Labour-Management Committee.

APPENDIX “K”
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
REMOTE NURSE MEAL BREAKS

Re: Remote Community Health Nurses – Meal Breaks

The Parties acknowledge the important role of Remote Community Health Nurses (NR Group) (“Remote Nurses”) in supporting BC First Nations individuals, families and communities to achieve and enjoy the highest level of health and wellness. The commitment of Remote Nurses and their work in remote communities is highly valued. This Agreement is intended to address meal periods where there are expectations regarding availability so as to recognize the continuity of services provided by Remote Nurses.

1. This Memorandum of Understanding (the “Agreement”) applies only to Remote Nurses working in remote communities as defined in the Employer’s Support for Working in Remote Communities Policy.
2. A Remote Nurse designated to be available to work during a meal period shall be compensated for the duration of the meal period at the applicable straight-time rate of pay.
3. A Remote Nurse who is required to return to a nursing station to provide urgent health services or emergency health services, that require medically necessary patient/client care during a meal period and is unable to take a meal period at an alternative time shall be compensated at the applicable overtime rate of pay for work in excess of 7.5 hours, in accordance with Article 7.02. The maximum rate payable for any meal period, or portion thereof, is time and one-half (1.5x).
4. A Remote Nurse designated to be available to work is expected to answer calls during the meal period. Only in the event of a call that requires urgent health services or emergency health services that require medically necessary patient/client care will the Remote Nurse return to the nursing station during the meal period. Unless required by the circumstances only one nurse is required to return to the nursing station.
5. Remote Nurses shall input meal periods where they are designated to be available to work during a meal period and/or required to return to a nursing station during a meal period into the Employer’s time entry system for approval by their direct supervisor.
6. Article 8, Call-Back, and Article 9, Standby Pay, do not apply to meal periods.

7. Unless otherwise specified in this Agreement, Article 6, Hours of Work and Shift Work, continue to apply.
8. This Agreement does not limit or restrict the Employer's management rights (e.g., Article 4), including, without limitation, with respect to the administration, scheduling, approval process, or ability to modify hours of work and meal periods based on operational requirements.
9. In relation to this Agreement and Remote Nurses, the Union agrees and acknowledges that Articles 6, 7, 8 and 9 of the Collective Agreement, when considered together, meet or exceed the requirements, when considered together, of Part 4 of the British Columbia *Employment Standards Act*, R.S.B.C. 1996, c. 113.

APPENDIX “L”
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
LICENSED PRACTICAL NURSES (“LPN’S”)

Preamble

In an effort to enhance health services the Employer will utilize Licensed Practical Nurses’ (“LPN’s”) in selected First Nations communities.

Application

1. LPN’s shall be located at various workplaces within FNHA and unless as determined by the Chief Nursing Officer or designate, the position may be moved for purposes of training, experience, and where services are needed.
2. LPN’s will be partnered with an existing Registered Nurse to enhance the capacity of both and provide an environment of experience, learning and growth and to support LPNs working within their scope of practice.
3. LPN positions shall form part of the ‘NU –Nursing Services Group’ under this agreement.
4. Applicable allowances under the PIPSC Collective Agreement shall be granted according to the location, duties and experience of the employee.
5. The Employer will determine if the successful candidate is required to complete certification or training requirements prior to commencing work in First Nations remote communities.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
7. This memorandum of understanding will expire on March 31, 2026.

APPENDIX “M”

MEMORANDUM OF UNDERSTANDING

BETWEEN THE FNHA AND THE UNION

IN RESPECT OF

EMPLOYED STUDENT NURSES (“ESN’S”)

WHEREAS the Employer seeks to:

1. Retain graduates of local nursing programs following completion of their studies by providing job opportunities for paid experience;
2. Consolidate students’ knowledge and skills so they are ‘job ready’ as new graduates;
3. Understand the feasibility, effectiveness and outcomes of such a process;
4. Facilitate the above points in a culturally safe, respectful, and professional environment;

AND WHEREAS the Health Professionals Act, RSBC 1996, c.183 and the British Columbia College of Nurses and Midwives (BCCNM) Bylaws and Policies have been revised to provide for the employment of student nurses in health care facilities;

THEREFORE, the parties agree:

5. Priority for the program will be given to Indigenous student nurses who are residents of British Columbia.
6. Student nurses will be hired and utilized in a manner consistent with the British Columbia College of Nurses and Midwives (BCCNM) Rules and Registration Program Policies and Standards of Practice and this Memorandum of Agreement.
7. Under the direction of a Regional Nurse Manager (RNM) or Community Health Nurse (CHN), student nurses will provide direct nursing care commensurate with their level of education and training.
8. The parties agree that the supervision of an Employed Student Nurse (ESN) is equivalent to the clinical mentorship duties of a preceptor, and therefore those nurses who supervise ESN’s will be eligible to receive an allowance of \$15.00 per day for such additional duties and accountability as if it were payable under Article 17.06 of the 2020 PIPSC Collective Agreement.
9. The Employer will provide the student nurse with a letter of appointment immediately following recruitment, clearly stating their classification, wage level, worksite, and the unit, department or program where they will be assigned.

10. Student nurses will be scheduled as supernumerary to the existing staffing complement for the unit, department, or program in order to facilitate a safe work experience.
11. The Employer will provide student nurses with orientation to the facility, unit, department, or program to which they are assigned.
12. The Employer will provide the student nurse with a work schedule. The work schedule will be determined by the Employer, after consultation with the student nurse regarding their education program.
13. Employed Student Nurses will be considered casual employees and governed by Article 40 – Casual Employees.
14. Employed Student Nurses who successfully obtain their full nurse registration during their employment with FNHA and continue to work in health centers and remote nursing stations, shall be placed at the appropriate NU-CHN grade commensurate with their skills and experience.
15. The parties agree that disputes arising from the application of this Memorandum of Agreement may be subject to consultation.
16. This Memorandum will expire on March 31, 2026.

APPENDIX “N”
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
LEAVE FOR UNION BUSINESS – SALARY CONTINUANCE

This Memorandum of Understanding (MOU) is to give effect to an agreement reached between the Employer and the Institute to implement a system of salary continuance cost recovery for leave for union business, as per Article 29.15.

The parties agree that from time-to-time continuing employee's salary while conducting union business that would otherwise be considered leave without pay is to the benefit of the employee and the relationships between labour and management, and to that end, this MOU outlines the terms and process to support such arrangements:

1. An employee on Leave without Pay for Union Business in accordance with Articles 29.10, 29.11, 29.13 and 29.14 will have their salary and benefits continued by the Employer, and the Union agrees to reimburse the Employer for the full costs of such salary and benefits.
2. The employee will provide the Employer with written confirmation from the National or Regional office of the Union to support the leave request. The written confirmation will include the date(s) and hours of work requested to be covered by the Employer.
3. Employees requesting leave under this MOU will provide the Employer with as much advance notice as possible of the dates of the leave, and where possible, at least fourteen (14) days' notice.
4. For leave requests that are subject to operational requirements, the Employer will consider all of the circumstances including the length of notice provided and the number of employees absent from the workplace and will make all reasonable efforts to grant the leave.
5. The Employer shall respond to such leave requests as quickly as possible, and in no case shall this response be provided in more than fourteen (14) days.
6. Such leave will not affect the employee's pay increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave, and the Union will reimburse the Employer for the full costs of such benefits.

7. The Employer's Finance department will invoice the Union for the amount owed by virtue of this understanding. The amount of the gross salaries and benefits, and the number of days of leave taken for each employee will be included in the statement.
8. The Union agrees to reimburse the Employer for the invoice within thirty (30) days of the date of the invoice.

APPENDIX “O”
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
TRAVEL STATUS TRIAL

The parties agree to establish a committee of no more than four (4) representatives each to assess the definition of “headquarters area” for the purposes of determining when employees are to be paid for travel time and meal allowances. The committee will provide its report and recommendations to the parties prior to the commencement of bargaining for the renewal of their 2023 to 2026 Collective Agreement.

In the meantime, and on a without prejudice and precedent basis, the parties agree to apply the following definition of “headquarters area”:

The area around the employee’s usual workplace or normal point of assembly with a radius of 32 kilometers. Every employee will be assigned a usual workplace or normal point of assembly that is found in the community in which they normally deliver FNHA services. The usual workplace or normal point of assembly may be a physical building including a FNHA office or clinic, or a First Nations Community Health Centre. The FNHA and Union may make exceptions to this definition as agreed to in writing, and it may be for a defined period of time.

Employees who travel outside of their “headquarters area” shall be deemed to be on travel status and eligible for meal expenses, and their daily pay shall be in accordance with Article 12.01.

This memorandum of agreement is extinguished for all purposes upon the expiration of the current Collective Agreement, unless expressly extended in writing prior to the conclusion of the 2026 round of bargaining.

APPENDIX “P”
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 “Q”
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 “R”
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 “S”
MEMORANDUM OF UNDERSTANDING BETWEEN
THE FNHA AND THE UNION
IN RESPECT OF
EDITORIAL COMMITTEE

1. The Committee

The Employer, PIPSC and PSAC, or alternatively the Employer and PIPSC, agree to convene an Editorial 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:
 - (i) reflect the context of the FNHA and location within BC;
 - (ii) change the linkages from former federal references to appropriate FNHA and provincial references;
 - (iii) correct grammar, spelling, and punctuation;
 - (iv) correct formatting and numbering;
 - (v) Harmonize the two collective agreements – e.g. language of analogous provisions; and
 - (vi) Simplify language and reduce redundancies, without changing the intent of the language.

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, alternatively, if the Committee is comprised of FNHA and PIPSC, then two representatives of each
- (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 “T”
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 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.

The parties agree that the following matters of mutual interest will be addressed as follows during the life of the 2020 to 2023 Collective Agreement:

1. The continued exploration of systems to divert non-emergency calls received by nurses in remote communities after work hours.
2. Developing processes to recognize the value of wage related benefit accruals for a reasonable number of days that nurses travel in and out of remote communities. FNHA will aim to establish these accruals as of April 1, 2022. Reasonable travel days/times will be determined based on factors that include appropriate marshalling locations and available means of travel. In committee, the parties will also consider the application of Article 12.01(a) and (c) to any new processes.

APPENDIX “U”
MEMORANDUM OF UNDERSTANDING BETWEEN
THE FNHA AND THE UNION
IN RESPECT OF
APPLICATION OF FNHA SUPPORT FOR WORKING IN REMOTE
COMMUNITIES ALLOWANCE FOR NURSES

1. 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.
2. 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.
3. 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.
4. 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 “V”
MEMORANDUM OF AGREEMENT
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
SUPPORT FOR WORKING IN REMOTE COMMUNITIES

Purpose

The purpose of this agreement is to define how the employer determines and administers support for employees who work in remote communities.

Application

1. The Employer 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,
and,
 - (b) The position they occupy is located in a remote community for three continuous months or longer.
4. A community is considered remote based on a point system that considers various factors as set out in the *Remote Communities Point Rating System*.
 - (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.
 - (c) The maximum attainable from all factors is 44 points.
3. The support amount is calculated based on several factors as set out in the *Remote Community Support Calculation*.
 - (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 the Employer, and the remoteness of the community.
 - (b) The total support amount is prorated based on an employee's employment type (e.g. Full-time equivalent), and length of assignment in the remote community.

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.
5. Further support for working in remote communities also includes:
 - (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 Employer's *Relocation* policy documents.
6. If the employee resigns within less than one (1) year after assignment, vacation travel reimbursement will be required. 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.
7. 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, the cost will be borne by the Employer.
8. Eligibility to work in a remote community is determined by Employer.

Point Rating System for Remote Communities

9. 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.

- (a) Road distance means the official distance shown on the most recent provincial highway map(s).
- (b) City Centre is a major population centre that best reflects the economic activities of a First Nation.
- (c) Service Centre is the nearest community to which a First Nation can refer to gain access to government services, banks, and suppliers.
- (d) 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.

10. 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 every census cycle. Statistics Canada does not publish annual population estimates, unlike for municipalities and regional districts.

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

11. 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

12. FNHA locations currently classified as remote communities are assigned the following points:

Remote Community	Climate Index	Points
Ulkatcho (Anahim Lake, BC (incl. Anahim Lake I.S. no 799))	10	2
Tsay Keh Dene-Bella-Coola, BC (includes Hagensborg)	15	3
Kwadacha (Fort Ware, BC)	20	4
Gitga'at (Hartley Bay/Kulkayu, BC)	20	4
Gitxaala (Kitkatla, BC)	20	4
Kitasoo (Klemtu, BC)	20	4
Lax Kw'alaams, BC (formerly Port Simpson)	20	4
Tahltan (Telegraph Creek, BC)	15	3

13. The employer will review and update the list of remote communities based on the established criteria and will consult with the Union on the addition and removal of communities categorized as remote based on the criteria.

Remote Community Support Calculation

14. An annual rate of support of \$449.81 per point will be paid to a qualified employee with dependents.
15. 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.
16. 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.

17. 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.
18. 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

19. 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.
20. Members on sick (with or without pay), maternity or parental leave are provided support while they are residing in the remote community.
21. 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

22. Travel is reimbursed in accordance with the Employers 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:
 - (a) 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.
 - (b) 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).

- (c) 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).
- (d) 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

23. Extended paid leave support includes:

- (a) 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.
- (b) 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.

24. Definitions

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Incomplete Month: means calendar months in which the employee did not earn at least ten (10) days' pay.
- (e) Normal place of residence: means the last place in Canada where an employee permanently resided prior to starting work in a remote community.
- (f) Remote community: means a location that receives a minimum of 21 points under the Remote Communities Point Rating System (Appendix A).

- (g) Road distance: means the official distance shown on the most recent provincial highway map(s).

APPENDIX “W”
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 concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee - is an indeterminate employee who has been informed in writing that their 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 their 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, the employee 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 the employee 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 the employee is declared surplus until the date of lay-off, until the employee is indeterminately appointed to another position, until their 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 their 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 the employee has become subject to a 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, the employee 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 an employee's bargaining agent, when they have been referred for consideration but will not be offered the position. The FNHA shall include full details of why the employee 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 their 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, the employee 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 the employee 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 the employee 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 their 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 their 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 their 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

Years of Service	Transition Support Measure (TSM) (Payment in weeks' pay)
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.

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
Management

Included

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	<p>\$300 per person per calendar year per specialty: Massage Therapist, Naturopath, Acupuncturist, Dietician, Osteopath</p> <p>\$500 per person per calendar year combined: Psychologist, Social Worker & Registered Clinical Counsellor</p> <p>\$500 per person per calendar year per specialty: Chiropractor, Podiatrist, Physiotherapist, Audiologist, Occupational Therapist and Speech Therapist</p>
Eye Exam	One (1) exam every twenty-four (24) months, \$100.00 Maximum
Prescription Eyewear	<p>\$250.00 every twelve (12) months for children</p> <p>\$350.00 every twenty-four (24) months for adults</p>
Orthotics Orthopedic Shoes	<p>\$300.00 per person per calendar year</p> <p>One (1) pair per calendar year</p>
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
Diagnosis+	Included
Employee and Family Assistance Program	Included
Medical Services Plan 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 & Spousal	
Life Insurance	Included
Critical Illness	Included
Accident & Serious Illness	Included



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