Public Service Alliance of Canada
ance de la Fonction publique du Canada

First Nations Health Authority
Health through wellness

COLLECTIVE AGREEMENT BETWEEN THE FIRST NATIONS HEALTH AUTHORITY AND THE PUBLIC SERVICE ALLIANCE OF CANADA

THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS.

PROGRAM AND ADMINISTRATIVE SERVICES

CLASSIFICATION	
Administrative Services	(AS)
Programme Administration	(PM)
Data Processing	(DA)
Clerical and Regulatory	(CR)

TECHNICAL SERVICES

CLASSIFICATION	
Engineering and Scientific Support	(EG)

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PREAMBLE

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

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

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

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

PART I: GENERAL PROVISIONS

ARTICLE 1

PURPOSE AND SCOPE 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.

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.

"alternate provision" means a provision of this Agreement which may have application to only certain employees.

"bargaining unit" means the employees of the Employer in the group described in Article 8.

"common-law partner" means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.

"compensatory leave" means leave with pay in lieu of cash payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rate, call-back, reporting pay, and standby pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay, as calculated from the classification prescribed in the

employee's certificate of appointment 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 a full-time employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of the employee being on leave or absent from duty without permission.

"designated paid holiday" means:

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

(b) 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:

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

or

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

"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 8.

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

"excluded provision" means a provision of this Agreement which may have no application at all to certain employees and for which there are no alternate provisions.

"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 spouse 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 Travel Policy.

"hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven decimal five (37.5) hours.

"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 by an employee during the employee's regular or normal hours of work.

"membership dues" means the dues established pursuant to the constitution of the Public Service Alliance of Canada as the dues payable by its members as a consequence of their membership in the Public Service Alliance of Canada and shall not include any initiation fee, insurance premium or special levy.

"overtime" means:

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

or

(b) in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday;

or

(c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.24 to 25.27), 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's hourly rate of pay.

"time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay.

"time and three-quarters" means one and three-quarters (1 3/4) times the employee's hourly rate of pay.

"Union" means Public Service Alliance of Canada Local 22000**.**

"weekly rate of pay" means an employee's annual rate of pay divided by fifty-two decimal one hundred and seventy-six (52.176).

ARTICLE 3
APPLICATION

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

ARTICLE 4
PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by *British Columbia Legislature* applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

ARTICLE 5
MANAGERIAL RESPONSIBILITIES

5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities.

ARTICLE 6

FNHA POLICIES

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

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

ARTICLE *7*

EMPLOYEE BENEFITS PLAN & PENSION PLAN

7.01 Employee Benefits

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

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 proposed changes.

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

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

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

- PSAC bargaining unit employees will not be covered under the Short Term Disability Benefit, and will continue to accumulate sick leave credits under Article 37.

Medical Services Plan – The Employer will pay 100% of the MSP premiums effective August 1, 2018.

7.02 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.

PART II: UNION SECURITY AND LABOUR RELATIONS MATTERS

ARTICLE 8
RECOGNITION

8.01 The Employer recognizes the Public Service Alliance of Canada Local 22000 as the exclusive bargaining agent for all employees of the Employer described in the certification order issued by the British Columbia Labour Relations Board on January 24th, 2014.

ARTICLE 9
INFORMATION

9.01 The Employer agrees to supply the Union each quarter with the name, geographic location and classification of each new employee.

9.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto and will endeavour to do so within one (1) month after its signing. For the purpose of satisfying the Employer's obligation under this clause, employees will be given electronic access to the collective agreement. Where electronic access to this Agreement is unavailable or impractical, or upon request, the employee shall be supplied with a printed copy of the Agreement.

ARTICLE 10
CHECK-OFF

10.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deductions from subsequent salary.

10.02 The Public Service Alliance of Canada shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Union as to the bona fides of the employee's 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*, 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. The Union will inform the Employer accordingly.

10.05 No employee organization, other than the Public Service Alliance of Canada shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Public Service Alliance of Canada 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.

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

10.08 The Union 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 limited to the amount actually involved in the error.

ARTICLE 11

USE OF EMPLOYER FACILITIES

11.01 Reasonable space on bulletin boards in convenient locations, including electronic bulletin boards where available, will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Union, including posting of the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

11.02 The Employer will also make available to the Union specific locations on its premises, for the placement of reasonable quantities of literature of the Union.

11.03 A duly accredited representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

11.04 The Union shall provide the Employer with a list of such Union representatives and shall advise promptly of any change made to the list.

ARTICLE 12
EMPLOYEE REPRESENTATIVES

12.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.

12.02 The Union and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/adjudication procedure.

12.03 The Union shall notify the Employer in writing of the names and jurisdictions of its representatives identified pursuant to clause 12.02.

12.04

(a) A representative shall obtain the permission of the employee's immediate supervisor before leaving the employee's work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the employee's supervisor before resuming their normal duties. This also applies to a representative of an employee accessing the First Nations Voluntary Dispute Resolution Process (Appendix D).

(b) Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

(c) An employee shall not suffer any loss of pay when permitted to leave their work under paragraph (a).

12.05 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 they exist.

ARTICLE 13
LEAVE WITH OR WITHOUT PAY
FOR UNION BUSINESS

Representations and Interventions with Respect to Applications for Certification

13.01 When 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.

13.02 The Employer will grant leave with pay:

(a) to an employee called as a witness by the Labour Relations Board;

and

(b) when operational requirements permit, to an employee called as a witness by an employee or the Union.

Arbitration Board Hearings, and Alternate Dispute Resolution Process

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

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

Arbitration

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

(a) a party to an arbitration;

(b) the representative of an employee who is a party to an arbitration;

and

(c) a witness called by an employee who is a party to an arbitration.

Meetings During the Grievance Process

13.06 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Union in relation to the presentation of the employee's grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

13.07 Subject to operational requirements,

(a) when the Employer originates a meeting with a grievor in the employee's headquarters area, the employee will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area;

(b) when a grievor seeks to meet with the Employer, the employee will be granted leave with pay when the meeting is held in the employee's headquarters area and leave without pay when the meeting is held outside the employee's headquarters area;

and

(c) when an employee representative attends a meeting referred to in this clause, the employee will be granted leave with pay when the meeting is held in the employee's headquarters area and leave without pay when the meeting is held outside their headquarters area.

Contract Negotiation Meetings

13.08 When operational requirements permit, the Employer will grant leave without pay to an employee to attend contract negotiation meetings on behalf of the Union.

Preparatory Contract Negotiation Meetings

13.09 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings between the Union and Management not Otherwise Specified in this Article

13.10 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

Executive Board Meetings and Conventions

13.11 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Executive Board of PSAC - Local 22000, Executive Board meetings of the Public Service Alliance, and conventions of the Public Service Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.

Representatives' Training Courses

13.12 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

Leave without Pay for Election to a Union Office

13.13 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Union within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

Collective Bargaining Committee Leave

13.14 For the purpose of the leaves without pay identified in Articles 13.08 and 13.09, Union bargaining committee members will be continued on the Employer payroll without loss of pay and benefits based on their regular work schedule. The Union will confirm the leave schedule with the Employer prior to the leaves being granted. 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).

ARTICLE 14

LABOUR DISPUTES

14.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another Employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such

employees are employed elsewhere so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 15
STRIKES AND LOCKOUTS

15.01 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.

ARTICLE 16
DISCIPLINE

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

16.02 When an employee is suspended from duty or terminated the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

16.03 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 the employee's request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

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

16.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

16.06 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

16.07 Probationary Period

All newly hired employees shall serve a probationary period. The purpose of the probationary period is to assess the new employee's overall suitability.

(a) The probationary period will be six (6) months worked for full-time employees, or the equivalent number of hours worked for part-time employees. Upon agreement between the Union and Employer, the probationary period may be extended for a period of up to three (3) months.

(b) 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.

(c) 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.

(d) Upon successful completion of the probationary period, the employee will have access to all benefits of the probationary period retroactive to the first day of employment in a regular position, in accordance with each of the benefits provisions set out in this collective agreement.

ARTICLE 17
GRIEVANCE PROCEDURE

Individual Grievances

17.01 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 the employee's terms and conditions of employment.

Group Grievances

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

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

Policy Grievances

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

(a) A policy grievance may be presented by the Union only at the final level 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 level, 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.

Grievance Procedure

17.04 For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Union.

17.05 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.

17.06 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 17.15 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.

17.07 A grievor wishing to present a grievance at any prescribed level 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 level,

and

(b) provide the grievor with a receipt stating the date on which the grievance was received.

17.08 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.

17.09 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 17.07, except that:

(a) where the grievance relates to the interpretation or application of this collective agreement or an Arbitral Award, an employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Union.

17.10 The First Nations Voluntary Dispute Resolution Process is available to employees. Refer to First Nations Voluntary Dispute Resolution Process (Appendix D).

17.11 There shall be no more than a maximum of two (2) levels in the grievance procedure. These levels shall be as follows:

(a) Level 1 – Departmental VP
(b) Level 2 – CEO or an authorized representative.

17.12 The Employer shall designate a representative at each level 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.

17.13 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.

17.14 An employee may be assisted and/or represented by the Union when presenting a grievance at any level. The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

17.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 17.07, 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 17.03 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.

17.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level 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 17.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

17.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level 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.

17.18 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 level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

17.19 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.

17.20 Where the provisions of clause 17.07 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 level 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 level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

17.21 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.

17.22 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Union.

17.23 Where the Employer demotes or terminates an employee for cause the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

17.25 Any grievor who fails to present a grievance to the next higher level 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.

17.26 Where a grievance has been presented up to and including the final level in the grievance procedure and the grievance has not been resolved or the Employer has not responded in accordance with Article 17.17, it may be referred to arbitration.

17.27 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:

(a) its approval of the reference of the grievance to arbitration,

and

(b) its willingness to represent the employee in the arbitration proceedings.

17.28 ARBITRATION

(a) Where a difference arising between the parties relating to the dismissal or discipline of an employee, or to 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 stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing 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.

Expedited Arbitration

17.29 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 18

NO DISCRIMINATION AND HARASSMENT

18.01 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 further recognize the value of ongoing education and prevention efforts to address harassment and discrimination.

18.02 Harassment is defined as: Improper conduct by an individual, that is directed at and offensive to another individual in the workplace, including at any event or any location related to work, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.

Harassment is normally a series of incidents but can be one severe incident which has a lasting impact on the individual.

18.03 Sexual harassment means conduct, comments, gestures or contact of a sexual nature that is reasonably likely to cause offence or humiliation to the employee; and that might on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

18.04 Good faith actions of a manager or supervisor undertaken for legitimate work related purposes relating to the management and direction of employees do not constitute harassment.

18.05 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, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or the intended employment of that person, or membership or activity in the Union.

ARTICLE 19

DISPUTE RESOLUTION

General

19.01 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).

19.02 All allegations of harassment or discrimination must follow the complaint process set out in this Article except where an employee elects to resolve the complaint outlined in the *First Nations Voluntary Dispute Resolution Process* (Appendix D).

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

19.04 Both the complainant and the respondent(s) have the right to union representation (if a member of the Union).

19.05 Until a harassment complaint is resolved, the Employer may take reasonable interim measures if deemed necessary to ensure the safety of the workplace, including but not limited to separating the complainant and respondent(s).

19.06 Any action taken by the Employer as a result of this complaint process may be grieved in accordance with Article 17 – Grievance Procedure. It is understood that these processes do not prevent a complainant from filing a complaint under applicable legislation.

19.07 There shall be no reprisal or retaliation nor any threat of any reprisal or retaliation against anyone for pursuing their rights under this article, or for participating in proceedings under this article. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith. However, complaints found after an investigation to be filed in bad faith (i.e. found to be arbitrary or malicious) may constitute harassment and may lead to disciplinary action.

Process

Step 1 – Informal Discussion

19.08 Where it is reasonable to do so, there is value to informal discussion between employees and their supervisors to resolve the issue without recourse to a formal complaint. Any efforts to resolve the issue will be done in a timely fashion and will not preclude the employee from electing to file a formal complaint at their discretion at any time during the informal process. It is understood that the employee has the right to representation by the Union at all stages of this Article. If the complainant is satisfied with the outcome reached at this point, the concern is resolved.

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

Step 2 – Filing the Complaint

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

19.11 The complaint will contain the specific instance(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.

19.12 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 contact in the Human Resources Department.

19.13 Upon receipt of a complaint, the respondent(s) and the Union local president or person designated by the local president will be notified in writing of the substance of the complaint within ten (10) days.

Step 3 - Investigation

19.14 Following consultation with the Union on the appointment of an investigator, 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 as soon as is practicable and in any event no later than ninety (90) days of the complaint being filed, unless otherwise agreed to by the parties. 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.

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

Step 4 – Resolution

19.16 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.

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

19.18 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 action is challenged, subject to any evidentiary rulings by the Adjudicator.

Appeal of Employer Action

19.19 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 17.11, within twenty-five (25) days of the employer letter (referenced above in Article 19.17) concluding the complaint.

19.20 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.

19.21 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 17.28. 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.

19.22 The Adjudicator will submit any decision to the Employer and the Union. The Adjudicator may stipulate conditions the Adjudicator deems appropriate with respect to distribution.

19.23 The Adjudicator's fees and expenses will be shared equally by the Employer and the Union.

ARTICLE 20

JOINT CONSULTATION

20.01 The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

20.02 On the request of either party, the parties must meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

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

20.04 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

20.05 Without prejudice to the position the Employer or the Union may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 21
HEALTH AND SAFETY

21.01 The Employer shall make 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.

The Union and Employer also recognize the importance of promoting the psychological health and safety of all employees in the workplace. The Joint Consultation Committee in Article 20 and/or the Joint Occupational Health and Safety Committee in this Article will be engaged by the Parties to identify workplace needs regarding psychological health and safety of employees and to develop a work plan to promote psychologically healthy and safe workplaces. These joint committees will also be updated on the initiatives that FNHA is planning or has implemented and either party may set this topic as an agenda item for any meeting.

21.02 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.

21.03 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.

21.04 Protective Clothing

The Joint Occupational Health and Safety Committee has, as part of its mandate, an

obligation to review the General Requirements outlined in Part 8 of the Occupational Health and Safety Regulation in accordance with the *Workers Compensation Act*. The parties agree that the Joint Occupational Health and Safety Committee may provide recommendations to the Employer and employees on the ongoing standards of appropriate protective clothing to meet reasonable health and safety requirements of employees.

ARTICLE 22
JOB SECURITY

22.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

ARTICLE 23
TECHNOLOGICAL CHANGE

23.01 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, Appendix B, Workforce Adjustment, will apply. In all other cases, the following clauses will apply.

23.02 In this Article, "technological change" means:

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

23.03 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.

23.04 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 when it will result in significant changes in the employment status or working conditions of the employees.

23.05 The written notice provided for in clause 23.04 will provide the following information:

(a) the nature and degree of the technological change;

(b) the date or dates on which the Employer proposes to effect the technological change;

(c) the location or locations involved;

(d) the approximate number and type of employees likely to be affected by the technological change;

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

23.06 As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.

23.07 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 the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

PART III: WORKING CONDITIONS

ARTICLE 24
JOB POSTING

24.01 (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.

Notification

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

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

- Job Title
- Location
- Position type (Casual, Term, Permanent)
- Bargaining unit membership
- Required Qualifications
- Job profile/summary of duties/experience
- First Nations preference
- Hours of work/condition of employment
- Application deadline

(b) Where the employer can reasonably anticipate that a staffing requirement will exceed one hundred and twenty (120) days, a Term or Permanent position will be posted.

Selection

24.03 (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.

Trial Period

24.04 (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 employee wishes to revert voluntarily to their former position, the employee shall be returned to his former, or an equivalent position where the employee's former position has been reorganized or eliminated.

ARTICLE 25
HOURS OF WORK

General

25.01 For the purpose of this Article:

(a) the week shall consist of seven (7) consecutive days beginning at 00:00 hours on Monday morning and ending at 24:00 hours on Sunday;

(b) the day is a twenty-four (24) hour period commencing at 00:00 hours.

25.02 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.

25.03 The employees may be required to register their attendance in a form or in forms to be determined by the Employer.

25.04 It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their meal period in accordance with the applicable overtime provisions.

25.05 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

Day Work

25.06 Except as provided for in clauses 25.09, 25.10 and 25.11:

(a) the normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive;

and

(b) the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.

(c) The scheduled weekly and daily hours of work stipulated in 25.06(a) and (b) may be varied by the Employer, following consultation with the Union, to allow for summer and winter hours, provided the annual total is not changed.

25.07 (a) Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

(b) The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Union if the change will affect a majority of the employees governed by the schedule.

25.08 Flexible Hours

Subject to operational requirements an employee shall have the right to select and request flexible hours between 06:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.

25.09 Variable Hours

(a) Notwithstanding the provisions of clause 25.06, upon request of an employee and with the concurrence of the Employer, an employee may complete the weekly hours of employment in a period other than five (5) full days, provided that, over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week.

(b) In every fourteen (14), twenty-one (21) or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

(c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

25.10 Summer and Winter Hours

The scheduled weekly and daily hours of work may be varied by the Employer following consultation with the Union to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

(a) Where hours of work other than those provided in clause 25.06 are in existence when this Agreement is signed, the Employer, on request, will consult with the Union on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of First Nations Communities and/or the efficient operation of the service.

(b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, 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 First Nations Communities and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6 a.m. or beyond 9 p.m. or alter the Monday to Friday workweek or the seven decimal five (7.5) consecutive hour workday.

(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.

(d) It is understood by the parties that this clause will not be applicable in respect of employees whose workweek is less than thirty-seven decimal five (37.5) hours per week.

25.12

(a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 a.m. and 6 p.m., as provided in paragraph 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28, Overtime.

(b) **Late-Hour Premium**

An employee who is not a shift worker and who completes the employee's workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars ($7) per hour for each hour worked before 7 a.m. and after 6 p.m. The late-hour premium shall not apply to overtime hours.

Shift Work

25.13 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

(a) on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;

(b) work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;

(c) obtain an average of two (2) days of rest per week;

(d) obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.14 The Employer will make every reasonable effort:

(a) not to schedule the commencement of a shift for former TC employees within sixteen (16) hours, and for former PA employees within eight (8) hours, of the completion of the employee's previous shift;

and

(b) to avoid excessive fluctuation in hours of work. and to minimize changes to an employee's days of rest;

(c) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

(d) to grant an employee a minimum of two (2) consecutive days of rest;

(e) Notwithstanding the provisions of this Article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any special arrangement may be at the request of either party and must be mutually agreed between the Employer, the Union and the majority of employees affected.

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

25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:

(a) 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight

or, alternatively,

(b) 11 p.m. to 7 a.m., 7 a.m. to 3 p.m., and 3 p.m. to 11 p.m.

25.18 The Employer shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

25.19

(a) 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:

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

or

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

(b) 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 deemed to have worked the employee's 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.

25.20

(a) An employee who is required to change their scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in the employee's 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) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28, Overtime. For EG employees only, who are required to change their scheduled shift without receiving the proper notice as stated above, such employee shall retain the employee's previously scheduled days of

rest next following the change, or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

(b) Every reasonable effort will be made by the Employer to ensure that the employee returns to their original shift schedule and returns to their originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.21 Provided sufficient advance notice is given, the Employer may:

(a) authorize employees to exchange shifts if there is no increase in cost to the Employer;

and

(b) notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

25.22

(a) Where shifts other than those provided in clause 25.17 are in existence when this Agreement is signed, the Employer, on request, will consult with the Union on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of First Nations Communities and/or the efficient operation of the service.

(b) Where shifts are to be changed so that they are different from those specified in clause 25.17, 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 First Nations Communities and/or the efficient operation of the service.

(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.

25.23 Variable Shift Schedule Arrangements

(a) Consultation may be held at the operational level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.

(b) Once a mutually acceptable agreement is reached at the operational level, the proposed variable shift schedule will be submitted to the Union before implementation.

(c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.

(d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.

(e) Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.24 to 25.27 inclusive.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.24 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.23 are specified in clauses 25.24 to 25.27 inclusive. This Agreement is modified by these provisions to the extent specified herein.

25.25 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.

25.26

(a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.

(b) Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.

(i) The maximum life of a shift schedule shall be six (6) months.

(ii) The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and

winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.

(c) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.27 Specific Application of This Agreement

For greater certainty, the following provisions of this Agreement shall be administered as provided for herein:

(a) **Interpretation and Definitions (clause 2.01)**

"Daily rate of pay" shall not apply.

(b) **Minimum Number of Hours Between Shifts**

Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.

(c) **Exchange of Shifts (clause 25.21)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

(d) **Overtime (clauses 28.05 and 28.06)**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at time and three-quarters (1 3/4).

(e) **Designated Paid Holidays (clause 30.08)**

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

(ii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to the employee's regular scheduled hours worked and at double (2) time for all hours worked in excess of the employee's regular scheduled hours.

(f) **Travel**

Overtime compensation referred to in clause 33.06 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

(g) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 65.07(a) shall be converted to hours.

(h) **Leave**

(i) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.

(ii) 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.

(i) **Shift Premium**

Shift work employees on variable hour shift schedules will receive a shift premium in accordance with clause 27.01.

ARTICLE 26
SHIFT PRINCIPLE

26.01

(a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends three (3) hours before or beyond the employee's 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.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time the employee's attendance was no longer required at the proceeding and the beginning of the employee's next scheduled work period.

(i) Labour Relations Board proceedings

(clauses 13.01, 13.03, 13.04 and 13.05);

(ii) Contract negotiation and preparatory contract negotiation meetings

(clauses 13.08 and 13.09);

(iii) Personnel selection processes

(Article 50);

(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.

(b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

ARTICLE 27

SHIFT AND WEEKEND PREMIUMS

Excluded Provisions

This Article does not apply to employees on day work covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift Premium

An employee working shifts will receive a shift premium of two dollars ($2) per hour for all hours worked, including overtime hours, between 4 p.m. and 8 a.m. The shift premium will not be paid for hours worked between 8 a.m. and 4 p.m.

27.02 Weekend Premium

(a) An employee working shifts during a weekend will receive an additional premium of two dollars ($2) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

(b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28
OVERTIME

Excluded Provisions

28.01 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

28.02 General

(a) An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes of overtime worked by the employee when:

(i) the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;

and

(ii) the employee does not control the duration of the overtime work.

(b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

(c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

(d) Payments provided under the overtime, designated paid holidays and standby provisions of this Agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

28.03 Assignment of Overtime Work

(a) Subject to operational requirements, the Employer shall make every reasonable effort: to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.

(b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

(c) The Union is entitled to consult the Employer whenever it is alleged that employees are required to work unreasonable amounts of overtime.

28.04 Overtime Compensation on a Workday

Subject to paragraph 28.02(a):

(a) An employee who is required to work overtime on their scheduled workday is entitled to compensation at time and one-half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

(b) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

(c) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of the employee's meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

(d) An employee who is called back to work after the employee has completed the employee's work for the day and has left their place of work, and who returns to work shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back, to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision

or

(ii) compensation at the applicable overtime rate for actual overtime worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

(e) The minimum payment referred to in subparagraph (d)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.05 or 61.06.

28.05 Overtime Compensation on a Day of Rest

Subject to paragraph 28.02(a):

(a) An employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.

(b) An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).

(c) When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period;

or

(ii) compensation at the applicable overtime rate.

(d) The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.05.

28.06 Call-Back Worked from a Remote Location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of the employees 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 the greater of:

(a) compensation at the applicable overtime rate for any time worked,

or

(b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

28.07 Compensation in Cash or Leave with Pay

(a) Overtime shall be compensated in cash, except where, upon request of an employee and with the approval of the Employer, or at the request of the

Employer and the concurrence of the employee overtime may be compensated in equivalent leave with pay.

(b) The Employer shall endeavour to pay cash overtime compensation by the sixth (6^{th}) week after which the employee submits the request for payment.

(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

(d) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the time of the request.

(e) 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.

28.08 Meals

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed the employee's expenses for one meal in the amount of ten dollars ($10) except where free meals are provided.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ten dollars ($10) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.

(c) 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 the employee's place of work.

(d) Meal allowances under this clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

28.09 Transportation Expenses

(a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.05(b), (c) and 28.06(c) and is required to use transportation services other than normal public transportation

services, the employee shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

(b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

ARTICLE 29
STANDBY

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

29.02

(a) An employee designated by letter or by list for standby duty shall be available during the employee's period of standby at a known telephone number and be available to return for work as quickly as possible if called.

(b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

(c) No standby payment shall be granted if an employee is unable to report for duty when required.

(d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 28.04(c) or 28.05(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.09.

ARTICLE 30
DESIGNATED PAID HOLIDAYS

30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

(a) New Year's Day;
(b) Family Day;
(c) Good Friday;
(d) Easter Monday;
(e) Victoria Day;
(f) Canada Day;
(g) B.C. Day;
(h) Labour Day;
(i) Thanksgiving Day;
(j) Remembrance Day;
(k) Christmas Day;
(l) Boxing Day;
(m) one (1) additional day when proclaimed by the B.C. Legislature or an Act of Parliament as a provincial or national holiday.

30.03 An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated 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 13, Leave With or Without Pay for Union Business.

30.04 Designated Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

30.05 Designated Holiday Coinciding with a Day of Rest

(a) When a day designated as a holiday under clause 30.02 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

(b) When two (2) days designated as holidays under clause 30.02 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which

the employee is on leave with pay, those days shall count as holidays and not as days of leave.

Work performed on a Designated Holiday

30.06 Where operational requirements permit, the Employer shall not schedule an employee to work on both December 25 and January 1 in the same holiday season.

30.07 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 30.05:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as worked 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.

30.08

(a) When an employee works on a holiday, the employee shall be paid time and one-half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday;

or

(b) upon request and with the approval of the Employer, the employee may be granted:

(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;

and

(ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by an employee on the holiday in excess of seven decimal five (7.5) hours.

(c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which the employee also worked and

received overtime in accordance with paragraph 28.05(b), the employee shall be paid, in addition to the pay that the employee 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.

(d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(i) When, in a fiscal year, an employee has not been granted all of the employee's lieu days as requested, at the employee's request, such lieu days shall be carried over for one (1) year.

(ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

30.09 Reporting for work on a Designated Holiday

(a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period, such maximum shall include any reporting pay pursuant to paragraph 28.04(c);

or

(ii) compensation in accordance with the provisions of clause 30.08.

(b) The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.09 of this Agreement.

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

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

or

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

(d) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

ARTICLE 31

NATIONAL INDIGENOUS PEOPLES DAY

31.01 National Indigenous Peoples Day, June 21, is a day of cultural significance to be celebrated on that date and is to be distinguished from Designated Paid Holidays (Article 30). 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 32

RELIGIOUS OBSERVANCE

32.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill the employee's religious obligations.

32.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

32.03 Notwithstanding clause 32.02, 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 the employee's 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.

32.04 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 unless, because of unforeseeable circumstances, such notice cannot be given.

ARTICLE 33
TRAVELLING TIME

Alternate Provisions

33.01 This Article does not apply to an employee when the employee travels by any type of transport in which the employee is required to perform work and/or which also serves as the employee's living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

(a) on a normal working day, the employee's regular pay for the day;

or

(b) pay for actual hours worked in accordance with Article 30, Designated Paid Holidays, and Article 28, Overtime, of this Agreement.

Excluded Provisions

33.02 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

33.03 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

33.04 When an employee is required to travel outside the employee's headquarters area on Employer business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.05 and 33.06. Travelling time shall include time necessarily spent at each stopover en route, provided such stopover is not longer than three (3) hours.

33.05 For the purposes of clauses 33.04 and 33.06, 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 workplace, as applicable, directly to the employee's destination and, upon the employee's return, directly back to the employee's residence or workplace;

(c) In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

33.06 If an employee is required to travel as set forth in clauses 33.04 and 33.05:

(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) the employee's regular pay for the day for a combined period of travel and work not exceeding the employee's regular scheduled working hours-

and

(ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours 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 of pay.

(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 of pay.

(d) When an employee is to be away from home on two (2) consecutive days of rest they shall be entitled to be reimbursed for one ten (10) minute call home.

33.07

(a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.

(b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.

33.08 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 twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited seven decimal five (7.5) hours of additional time off with pay for each additional twenty (20) nights that the employee is away from the employee's permanent residence, to a maximum of one hundred (100) additional nights.

(b) The maximum number of hours off earned under this clause shall not exceed forty-five (45) 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 paragraphs 28.07(c) and (d).

(d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 34

NOTICE OF TRANSFER

34.01 Where practicable, advance notice of a change in posting or a transfer from an employee's Headquarters' area as defined by the Employer shall be given to an employee. Such notice shall not normally be less than three (3) months.

PART IV: LEAVE PROVISIONS

ARTICLE 35
LEAVE - GENERAL

35.01

(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 Article 48, Bereavement Leave with Pay, a "day" will mean a calendar day.

35.02 Except as otherwise specified in this Agreement:

(a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and from "service" for the purpose of calculating vacation leave;

(b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

35.03 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of the employee's vacation and sick leave credits.

35.04 The amount of earned but unused 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.

35.05 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

35.06 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains the employee's entitlement to furlough leave, subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

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

35.08 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

35.09 An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to the employee under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

35.10 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 employee's 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) or more months prior to the period of leave.

ARTICLE 36
VACATION LEAVE WITH PAY

36.01 The vacation year shall be from April 1 to March 31 inclusive of the following calendar year.

Accumulation of Vacation Leave Credits

36.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

Anniversary Date	Monthly Accrual	Annual Accrual
Up to 8 years	9.375 hours	15 days
After 8 year	12.5 hours	20 days
After 16 years	13.75 hours	22 days
After 17 years	14.4 hours	23 days
After 18 years	15.625 hours	25 days
After 27 years	16.875 hours	27 days
After 28 years	18.75 hours	30 days

36.03

(a) For the purpose of clause 36.02 only, all service with the FNHA shall count toward vacation leave except where a person, who on leaving the FNHA, takes or has taken severance pay. For former Health Canada employees who became an FNHA employee through an RJO, without a break in service, all public service, whether continuous or discontinuous, shall count toward vacation leave.

(b) For the purpose of clause 36.03(a) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

(c) Notwithstanding clause 36.03(a) above, a former Health Canada employee who was a member of one of the Federal Government of Canada bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of one of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, and who became an FNHA employee through an RJO without a break in service shall retain, for the purposes of "service" and of establishing the employee's vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as the employee's employment with the FNHA is terminated.

Bargaining Units	Dates of Signing
AS, IS, PM	May 17, 1989
CR, DA,	May 19, 1989
EG	May 17, 1989

Entitlement to Vacation Leave with Pay

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

Scheduling of Vacation Leave with Pay

36.05

(a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Vacation scheduling:

(i) Employees will submit their annual leave requests for the summer leave period on or before April 15th, and on or before September 15th for the winter leave period. The Employer will respond to such requests no later than May 1st, for the summer leave period and no later than October 1st, for the winter holiday season leave period.

Notwithstanding the preceding paragraph, with the agreement of the Union, departments may alter the specified submission dates for the leave requests. If the submission dates are altered, the employer must respond to the leave request 15 days after such submission dates;

(ii) The summer and winter holidays periods are:

(A) for the summer leave period, between June 1 and September 30,

(B) for the winter holiday season leave period, from December 1 to March 31;

(iii) In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 36.03 of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;

(iv) Requests submitted after April 15th for the summer leave period and on September 15th for the winter leave period shall be dealt with on a first (1st) come first (1st) served basis.

(c) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

(i) to provide an employee's vacation leave in an amount and at such time as the employee may request;

(ii) not to recall an employee to duty after the employee has proceeded on vacation leave;

(iii) not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

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

In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

(a) to grant the employee their vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;

(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;

(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;

(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

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

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

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.

36.08 Advance Payments

(a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last payday before the employee's vacation period commences.

(b) Provided the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

36.09 Recall From Vacation Leave

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

(i) in proceeding to the employee's place of duty,

and

(ii) 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.

(b) The employee shall not be considered as being on vacation leave or furlough leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

36.10 Cancellation or Alteration of Vacation Leave

When the Employer cancels or alters a period of vacation or furlough 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 a reasonable attempt to mitigate such losses incurred and will provide proof of such action to the Employer.

Carry-Over and/or Liquidation of Vacation Leave

36.11

(a) Where, in any vacation year, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of the employee's 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 in cash at the employee's daily rate of pay, as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.

36.12 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

Leave to Employee's Credit When Employment Terminates

36.13 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to the employee's credit by the daily rate of pay, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation and furlough leave earned but not used by the employee before the employment is terminated by layoff if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

36.14 Notwithstanding clause 36.13, an employee whose employment is terminated for cause by reason of abandonment of the employee's position is entitled to receive the payment referred to in clause 36.13, if the employee's requests it within six (6) months following the date upon which the employee's employment is terminated.

36.15 Where the employee requests, the Employer shall grant the employee their 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.

36.16

(a) An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 36.02.

(b) The vacation leave credits provided in paragraph 36.16(a) above shall be excluded from the application of paragraph 36.11, dealing with the Carry-Over and/or Liquidation of Vacation Leave.

ARTICLE 37

SICK LEAVE WITH PAY

Credits

37.01

(a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours, to a maximum of seventeen (17) weeks of sick leave credits, or the number of sick leave credits required to cover the Long Term Disability elimination period.

(b) Earned Sick leave credits in excess of the seventeen (17) weeks maximum are available only if an employee qualifies for Long Term Disability and can then be used to top up the LTD benefit amount to 80% of monthly

(c) A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which the employee works shifts and the employee receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

Granting of Sick Leave

37.02 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 the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

37.03 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 the employee's duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 37.02.

37.04 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.

37.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 37.02, 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 layoff, the recovery of the advance from any monies owed the employee.

37.06 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.

37.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay 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.

37.08 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 the employee's 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 39.

ARTICLE 38

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

38.01 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.

38.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE 39

INJURY-ON-DUTY LEAVE

39.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Workers' Compensation Act* and WorkSafeBC has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally sustained in the performance of the employee's duties and not caused by the employee's wilful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Employer any amount received by the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, 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.

39.02 When and employee has been 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.

39.03 When an employee does not have sufficient sick leave credits and in the event there is a delay in receiving a decision from WorkSafeBC, the employee may opt to use their available vacation leave and banked overtime credits upon the exhaustion of their sick leave bank and until a final decision is made by WorkSafeBC on the claim. Such leave or credits, as applicable, will be restored to the employee in the event that injury-on-duty leave is subsequently approved for the same period.

ARTICLE 40
MATERNITY LEAVE WITHOUT PAY

40.01 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 their 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 while the employees' 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 while 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 the pregnancy terminates;

(ii) use sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 37, Sick Leave with Pay. For purposes of this subparagraph, the terms "illness" or

"injury" used in Article 37, Sick Leave with Pay, shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of their plans to take leave with and without pay to cover the employee's absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while 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.

40.02 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 paragraphs (c) to (i), provided that the employee:

(i) has completed six (6) months of continuous employment before the commencement of the maternity leave without pay,

(ii) provides the Employer with proof that the employee has applied for and is in receipt of maternity benefits under the Employment Insurance in respect of insurable employment with the Employer,

and

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

(A) the employee will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her 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 maternity allowance;

(C) should the employee fail to return to work for the Employer, in accordance with section (A), or 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 having become disabled to mean; incapable of pursuing regularly any substantially gainful occupation, the employee will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following the employee return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired 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 the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week the employee receives a maternity benefit under the Employment Insurance, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in the maternity benefit to which the employee 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 benefit under Employment Insurance and thereafter remains on maternity leave without pay, the employee is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for that week, less any other monies earned during this period

For clarity, the combined maximum number of weeks payable under Article 40.02 (c) is seventeen (17) weeks.

At the employee's request, the payment referred to in subparagraph 40.02(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 the employee 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 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 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 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 maternity allowance while in receipt of 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.

40.03 Special Maternity Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the *Disability Insurance (DI) Plan, or Long Term Disability (LTD) Plan or the Workers' Compensation Act* prevents the employee from receiving Employment Insurance.

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(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 gross amount of her weekly disability benefit under the DI Plan, the LTD plan or through the *Workers' Compensation Act*.

(b) An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks while the employee would have been eligible for maternity benefits under the Employment Insurance had the employee not been disqualified from Employment Insurance for the reasons described in subparagraph (a)(i).

ARTICLE 41

MATERNITY-RELATED REASSIGNMENT OR LEAVE

41.01 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 that the Employer modify their 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 the employee's health or the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee,

shall notify the appropriate workplace committee or the health and safety representative.

41.02 An employee's request under clause 41.01 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 be avoided in order to eliminate the risk. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.

41.03 An employee who has made a request under clause 41.01 is entitled to continue in her current job while the Employer examines the request but, if the risk posed by continuing any of the employee's job functions so requires, the employee is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies the job functions or reassigns the employee;

or

(b) informs the employee in writing that it is not reasonably practicable to modify job the functions or reassign the employee.

41.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign the employee.

41.05 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.

41.06 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.

ARTICLE 42
PARENTAL LEAVE WITHOUT PAY

42.01 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 (hereafter "extended parental leave") which must commence within seventy-eight (78) weeks of** the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks **(hereafter "standard parental leave") or leave without pay of up to sixty-three (63) consecutive weeks (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 in the paragraphs (a) and (b) above may be taken in two 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 while 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 while 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 before the commencement date of such 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.

42.02 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, paternity or adoption benefits under the Employment Insurance Plan 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;**

(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 (B), 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 40.02(a)(iii)(B), if applicable;

(D) should the employee fail to return to work for the Employer, 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 having become disabled, to mean; incapable of pursuing regularly any substantially gainful occupation, the employee will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following the employee's return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the bargaining unit 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 **where an employee is receiving the standard parental benefit or a prorated amount in accordance with 42.02(c)(iii) where an employee is receiving**

extended parental benefits 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 parental benefit, less any other monies earned during this period which may result in a decrease in the parental benefit 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-one (61) weeks instead of thirty-five (35) weeks.

(iv) Where an employee has received the full thirty-five (35) weeks of standard parental benefit **or the full sixty-one (61) 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 42.02(c)(iii) where an employee is receiving extended parental benefits for each week, less any other monies earned during this period, unless said employee has already receive the one (1) week of allowance contained in Article 40.02(c)(iii) for the same child.

(d) At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance parental benefits.

(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 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 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 while in receipt of parental allowance, the allowance shall be adjusted accordingly.

(j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

(k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks **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.**

42.03 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 42.02(a)(ii) solely because a concurrent entitlement to benefits under *the Short Term Disability Insurance (STDI) Plan, the Long-term Disability (LTD) Plan or through the Workers'* Compensation Act prevents the employee from receiving Employment Insurance.

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 42.02(a), other than those specified in sections (A) and (B) of subparagraph 42.02(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 gross amount of the employee's weekly disability benefit under the *STDI Plan, the LTD plan or through the Compensation Act.*

(b) An employee shall be paid an allowance under this clause and under clause 42.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance, had the employee not been disqualified from Employment Insurance benefits for the reasons described in subparagraph (a)(i).

ARTICLE 43
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

43.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

43.02 An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

(a) 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;

(b) leave granted under this Article shall be for a minimum period of three (3) weeks;

(c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment;

(d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(e) **Compassionate Care Leave**

(i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 43.02(b) and (d) above, an employee

who provides the Employer with proof the employee is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that the employee is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

(iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

43.03 An employee who has proceeded on leave without pay may change the employee's return-to-work date if such change does not result in additional costs to the Employer.

43.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Program and Administrative Services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment.

ARTICLE 44
VOLUNTEER LEAVE

44.01 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 to work as a volunteer for a charitable or community organization or activity.

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.

ARTICLE 45
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

45.01 For the purpose of this Article, family is defined as:

(a) spouse (or common-law partner resident with the employee);

(b) children (including foster children, step-children, children of the spouse or common-law partner), or children for whom the employee is the legal guardian);

(c) parents (including step-parents or foster parents); or

(d) any relative permanently residing in the employee's household or with whom the employee permanently resides.

45.02 The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

45.03 Subject to clause 45.02, the Employer shall grant the employee leave with pay under the following circumstances:

(a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;

(c) to provide for the immediate and temporary care of an elderly member of the employee's family;

(d) for needs directly related to the birth or the adoption of the employee's child;

(e) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 45.02 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.

45.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 45.03(b) 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.

ARTICLE 46
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

46.01 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 for 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 paragraphs (a) and (b) during the employee's total period of employment. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

46.02 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 year to up to five (5) days of paid leave, and additional unpaid leaves as necessary.

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

ARTICLE 47

LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

47.01 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.

ARTICLE 48

BEREAVEMENT LEAVE WITH PAY

48.01 When a member of the employee's family dies, an employee shall be entitled to a 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 or 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/ceremony no later than twelve (12) months from the date of death, or longer period at the discretion of the Employer. During such period(s) the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

48.02 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

48.03 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under clauses 48.01 and 48.02, the employee shall be granted bereavement leave with pay and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

48.04 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 48.01 and 48.02.

ARTICLE 49
COURT LEAVE

49.01 The Employer shall grant leave with pay to an employee for the period of time the employee is compelled:

(a) to be available for jury selection;

(b) to serve on a jury;

(c) by subpoena, summons or other legal instrument, to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury;

(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.

ARTICLE 50
PERSONNEL SELECTION LEAVE

50.01 Where an employee participates in a personnel selection process with the Employer, 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.

ARTICLE 51
EDUCATION LEAVE WITHOUT PAY

51.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's 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.

51.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. 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.

51.03 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 as to whether such allowances are to be continued in whole or in part.

51.04

(a) As a condition of the granting of education leave without pay, 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.

(b) If the employee:

(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 Article during the education leave or such lesser sum as shall be determined by the Employer.

ARTICLE 52
CAREER DEVELOPMENT LEAVE

52.01 Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

(a) a course given by the Employer;

(b) a course offered by a recognized academic institution;

(c) a seminar, convention or study session in a specialized field directly related to the employee's work.

52.02 Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 52.01. The employee shall receive no compensation under Article 28, Overtime, or Article 33, Travelling Time, during time spent on career development leave provided for in this Article.

52.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 53
EXAMINATION LEAVE WITH PAY

53.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted 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.

ARTICLE 54
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

54.01 At its discretion, the Employer may grant:

(a) leave with pay when circumstances not directly attributable to the employee prevent the employee's reporting for duty; such leave shall not be unreasonably withheld;

(b) leave with or without pay for purposes other than those specified in this Agreement.

54.02 Personal Leave

(a) 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.

(b) 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 leaves at such times as the employee may request.

PART V: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 55

RESTRICTION ON OUTSIDE EMPLOYMENT

55.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 56

STATEMENT OF DUTIES

56.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of the employee's position, including the classification level and, where applicable, the point rating allotted by factor to the employee's position, and an organization chart depicting the position's place in the organization.

ARTICLE 57

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

57.01

(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. A copy of the assessment form will be provided to the employee at that time. An employee's signature on the employee's assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

(b) The Employer's representative(s) who assess(es) 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.

(c) An employee has the right to make written comments to be attached to the performance review form.

57.02

(a) Prior to an employee performance review, the employee shall be given:

(i) the evaluation form which will be used for the review;

(ii) any written document which provides instructions to the person conducting the review.

(b) If, during the employee performance review, either the form or instructions are changed they shall be given to the employee.

57.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

ARTICLE 58

MEMBERSHIP FEES

58.01 The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

58.02 Membership dues referred to in Article 10, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 59

WASH-UP TIME

59.01 Where the Employer determines that, due to the nature of work, there is a clear-cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

ARTICLE 60

DANGEROUS GOODS

60.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned responsibility for packaging and labelling 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 the employee is required to package and label dangerous goods for shipping, to a maximum of seventy-five dollars ($75) in a month, for each month where the employee maintains such certification.

ARTICLE 61

INDEMNITY

61.01 The Employer will exempt and save harmless employees from any liability in civil actions arising from the proper performance of their duties for the Employer: and assume all costs, legal fees, and other expenses arising from any such action.

61.02 Indemnity is subject to cooperation with the counsel provided by the insurance company or the employer.

61.03 The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation.

PART VI: PART-TIME EMPLOYEES

ARTICLE 62
PART-TIME EMPLOYEES

62.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25.

General

62.02 Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven decimal five (37.5) hours.

62.03 Part-time employees are entitled to overtime compensation in accordance with subparagraphs (b) and (c) of the overtime definition in clause 2.01.

62.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven decimal five (37.5) hours.

Specific Application of This Agreement

62.05 Reporting Pay

Subject to clause 62.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest in accordance with subparagraph 28.05(c)(i) or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby in accordance with subparagraphs 28.04(c)(i) or 28.05(c)(i), the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.

62.06 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with subparagraph 28.04(c)(i) and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum of four (4) hours' pay at the straight-time rate.

62.07 Designated Holidays

A part-time employee shall not be paid for designated holidays but shall instead be paid four decimal six five per cent (4.6%) for all straight-time hours worked.

62.08 Subject to paragraph 25.23(d), 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 30.02, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter.

62.09 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, shall be paid for the time actually worked in accordance with clause 61.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

62.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 36.02 of this Agreement, pro-rated and calculated as follows:

(a) when the entitlement is nine decimal three seven five (9.375) hours a month, 0.250 multiplied by the number of hours in the employee's workweek per month;

(b) when the entitlement is twelve decimal five (12.5) hours a month, 0.333 multiplied by the number of hours in the employee's workweek per month;

(c) when the entitlement is thirteen decimal seven five (13.75) hours a month, 0.367 multiplied by the number of hours in the employee's workweek per month;

(d) when the entitlement is fourteen decimal four (14.4) hours a month, 0.383 multiplied by the number of hours in the employee's workweek per month;

(e) when the entitlement is fifteen decimal six two five (15.625) hours a month, 0.417 multiplied by the number of hours in the employee's workweek per month;

(f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, 0.450 multiplied by the number of hours in the employee's workweek per month;

(g) when the entitlement is eighteen decimal seven five (18.75) hours a month, 0.500 multiplied by the number of hours in the employee's workweek per month.

62.11 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the

employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

62.12 Vacation and Sick Leave Administration

(a) For the purposes of administration of clauses 62.10 and 62.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

(b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

62.13 Bereavement Leave

Notwithstanding clause 62.02, there shall be no pro-rating of a "day" in Article 48, Bereavement Leave with Pay.

62.14 Severance Pay

Notwithstanding the provisions of Article 65, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

PART VII: CASUAL EMPLOYEES

ARTICLE 63
CASUAL EMPLOYEES

63.01 A Casual Employee is one who is:

(a) not regularly scheduled to work; and

(b) utilized on an on-call basis; and

(c) utilized for relief of an employee in a specific position, or to fill vacant positions during the job posting process, or to alleviate temporary work load situations.

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

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

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

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

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

- Article 6.01 (b) – Support for Working in remote Communities Policy
- Article 6.01 (c) – Relocation Policy
- Article 7 – Employee Benefits Plan & Pension Plan
- Article 22 – Job Security
- Article 23 – Technological Change
- Article 25 – Hours of Work (for clarity, because it applies to the position not the casual employee)
- Article 26 – Shift Principle
- Article 29 – Standby
- Article 30 – Designated Paid Holidays
- Article 32 – Religious Observance
- Article 34 – Notice of Transfer
- Part IV: Leave Provisions
- Article 58 – Membership Fees

- Part VI: Part-Time Employees
- Article 65 – Severance Pay
- Article 66 – Pay Administration
- Appendix B: Workforce Adjustment
- Appendix C: Memorandum of Understanding Salary Protection – Red Circling

63.06 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.

PART VIII: TERM EMPLOYEES

ARTICLE 64
TERM EMPLOYEES

64.01 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.

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

64.03 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.

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

PART IX: PAY AND DURATION

ARTICLE 65
SEVERANCE PAY

65.01 Under the following circumstances and subject to clause 64.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment on the date of the employee's termination of employment.

(a) **Lay-off**

(i) On the first (1st) lay-off, 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 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 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).

(ii) On the 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 subparagraph (a)(i).

(b) **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.

(c) **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.

(d) **Termination for Cause for Reasons of Incapacity or Incompetence**

(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, to a maximum 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 reason of termination for cause for reasons of incompetence, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

65.02 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. Under no circumstances shall the maximum severance pay provided under clause 65.01 be pyramided.

ARTICLE 66

PAY ADMINISTRATION

66.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

66.02 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 certificate of appointment;

or

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

66.03 The rates of pay set forth in Appendix A shall become effective on the dates specified.

66.04 Pay Increments

Pay increments for all indeterminate employees is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.

66.05 The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.

66.06 An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the FNHA at the same occupational group and level.

66.07 Level AS-DEV

For employees in the Administrative Services Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars ($240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

66.08 Level PM-DEV

For employees in the Programme Administration Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars ($240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

66.09 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

66.10 This Article is subject to Appendix C in respect to Salary Protection – Red Circling.

66.11 If, during the term of this Agreement, a new classification standard for a group 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.

66.12 Acting Pay

(a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days or shifts, 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.

(b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

66.13 When the regular payday for an employee falls on the employee's day of rest, every effort shall be made to issue the employee's cheque on their last working day, provided it is available at the employee's regular place of work.

66.14 Payments provided under the overtime, reporting pay, designated paid holiday, call-back and the standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one type of compensation for the same service

ARTICLE 67

AGREEMENT REOPENER

67.01 This Agreement may be amended by mutual consent.

ARTICLE 68

DURATION

68.01 This Agreement shall expire on March 31, 2023.

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

68.03 Signatories

SIGNED VIRTUALLY

ON BEHALF OF THE FIRST NATIONS HEALTH AUTHORITY

Richard Jock
Chief Executive Officer
First Nations Health Authority

John Mah
Vice President, Health Benefits
First Nations Health Authority

Rick Milone
Vice-President, Human Resources
First Nations Health Authority

Chuck Wilmink
Director, Corporate Services
First Nations Health Authority

Ben Langmaid
Labour Relations Manager
First Nations Health Authority

Mark Slobin
Negotiator
Community and Social Services Employers' Association

ON BEHALF OF THE PUBLIC SERVICE ALLIANCE OF CANADA

Jamey Mills
Regional Executive Vice-President
Public Service Alliance of Canada

Debby Peng
PSAC Local 22000 First Vice-President
Public Service Alliance of Canada

Dan Ferguson
PSAC Local 22000 Representative
Public Service Alliance of Canada

Brenda Isaac
PSAC Local 22000 Representative
Public Service Alliance of Canada

Monica Urrutia
Regional Representative
Public Service Alliance of Canada

Erna Post
Negotiator
Public Service Alliance of Canada

PART X: APPENDICES

APPENDIX A

ANNUAL RATES OF PAY

AS – ADMINISTRATIVE SERVICES GROUP ANNUAL RATES OF PAY

A) **Effective April 01, 2020**
B) **Effective April 01, 2021**
C) **Effective April 01, 2022**

AS - Development

From:	$	50917
To:	A	51935
	B	52974
	C	54033

AS-1	**Step**	**1**	**2**	**3**	**4**
From:	$	53501	55537	57647	59838
To:	A	54571	56648	58800	61035
	B	55662	57781	59976	62256
	C	56775	58937	61176	63501

AS-2	**Step**	**1**	**2**	**3**
From:	$	59618	61883	64236
To:	A	60810	63121	65521
	B	62026	64383	66831
	C	63267	65671	68168

AS-3	**Step**	**1**	**2**	**3**
From:	$	63901	66330	68849
To:	A	65179	67657	70226
	B	66483	69010	71631
	C	67813	70390	73064

AS-4	**Step**	**1**	**2**	**3**
From:	$	69803	72455	75428
To:	A	71199	73904	76937
	B	72623	75382	78476
	C	74075	76890	80046

AS-5	Step	1	2	3
From:	$	83333	86502	90098
To:	A	85000	88232	91900
	B	86700	89997	93738
	C	88434	91797	95613

AS-6	Step	1	2	3
From:	$	92823	96351	100136
To:	A	94679	98278	102139
	B	96573	100244	104182
	C	98504	102249	106266

AS-7	Step	1	2	3	4	5
From:	$	97707	101425	105274	108437	111719
To:	A	99661	103454	107379	110606	113953
	B	101654	105523	109527	112818	116232
	C	103687	107633	111718	115074	118557

AS - 8	Range			
From:	$	100889	to	118751
To:	A	102907	to	121126
	B	104965	to	123549
	C	107064	to	126020

CR – CLERICAL AND REGULATORY GROUP ANNUAL RATES OF PAY

A) **Effective April 01, 2020**
B) **Effective April 01, 2021**
C) **Effective April 01, 2022**

CR-3	**Step**	**1**	**2**	**3**	**4**
From:	$	44719	45890	47063	48237
To:	A	45613	46808	48004	49202
	B	46525	47744	48964	50186
	C	47456	48699	49943	51190

CR-4	**Step**	**1**	**2**	**3**	**4**
From:	$	49546	50864	52176	53481
To:	A	50537	51881	53220	54551
	B	51548	52919	54284	55642
	C	52579	53977	55370	56755

CR-5	**Step**	**1**	**2**	**3**	**4**
From:	$	54150	55636	57139	58623
To:	A	55233	56749	58282	59795
	B	56338	57884	59448	60991
	C	57465	59042	60637	62211

CR-6	**Step**	**1**	**2**	**3**	**4**
From:	$	61635	63256	64863	66486
To:	A	62868	64521	66160	67816
	B	64125	65811	67483	69172
	C	65408	67127	68833	70555

CR-7	**Step**	**1**	**2**	**3**	**4**
From:	$	68368	70260	72153	74065
To:	A	69735	71665	73596	75546
	B	71130	73098	75068	77057
	C	72553	74560	76569	78598

DA – DATA PROCESSING GROUP ANNUAL RATES OF PAY

A) **Effective April 01, 2020**
B) **Effective April 01, 2021**
C) **Effective April 01, 2022**

SUBGROUP - DATA CONVERSION

DA-CON-3	Step	1	2	3	4
From:	$	43856	45085	46315	47546
To:	A	44733	45987	47241	48497
	B	45628	46907	48186	49467
	C	46541	47845	49150	50456

DA-CON-4	Step	1	2	3	4
From:	$	55175	56526	57892	59252
To:	A	56279	57657	59050	60437
	B	57405	58810	60231	61646
	C	58553	59986	61436	62879

DA-CON-5	Step	1	2	3	4
From:	$	58531	60025	61528	63023
To:	A	59702	61226	62759	64283
	B	60896	62451	64014	65569
	C	62114	63700	65294	66880

DA-CON-6	Step	1	2	3	4
From:	$	61063	62714	64354	65998
To:	A	62284	63968	65641	67318
	B	63530	65247	66954	68664
	C	64801	66552	68293	70037

DA-CON-7	Step	1	2	3	4
From:	$	69260	71079	72890	74711
To:	A	70645	72501	74348	76205
	B	72058	73951	75835	77729
	C	73499	75430	77352	79284

DA-CON-8	Step	1	2	3	4
From:	$	72809	74815	76812	78832
To:	A	74265	76311	78348	80409
	B	75750	77837	79915	82017
	C	77265	79394	81513	83657

Special Level C	Step	1
From:	$	42690
To:	A	43544
	B	44415
	C	45303

EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP ANNUAL RATES OF PAY

A) **Effective April 01, 2020**
B) **Effective April 01, 2021**
C) **Effective April 01, 2022**

EG-1	**Step**	**1**	**2**	**3**	**4**	**5**	**6**
From:	$	46688	48552	50500	52516	54619	56806
To:	A	47622	49523	51510	53566	55711	57942
	B	48574	50513	52540	54637	56825	59101
	C	49545	51523	53591	55730	57962	60283

EG-2	**Step**	**1**	**2**	**3**	**4**	**5**	**6**
From:	$	51359	53411	55551	57769	60078	62484
To:	A	52386	54479	56662	58924	61280	63734
	B	53434	55569	57795	60102	62506	65009
	C	54503	56680	58951	61304	63756	66309

EG-3	**Step**	**1**	**2**	**3**	**4**	**5**	**6**
From:	$	56493	58753	61103	63544	66089	68732
To:	A	57623	59928	62325	64815	67411	70107
	B	58775	61127	63572	66111	68759	71509
	C	59951	62350	64843	67433	70134	72939

EG-4	**Step**	**1**	**2**	**3**	**4**	**5**	**6**
From:	$	62144	64629	67215	69904	72696	75606
To:	A	63387	65922	68559	71302	74150	77118
	B	64655	67240	69930	72728	75633	78660
	C	65948	68585	71329	74183	77146	80233

EG-5	**Step**	**1**	**2**	**3**	**4**	**5**	**6**
From:	$	68355	71087	73935	76888	79968	83164
To:	A	69722	72509	75414	78426	81567	84827
	B	71116	73959	76922	79995	83198	86524
	C	72538	75438	78460	81595	84862	88254

EG-6	Step	1	2	3	4	5	6
From:	$	75192	78198	81331	84580	87961	91480
To:	A	76696	79762	82958	86272	89720	93310
	B	78230	81357	84617	87997	91514	95176
	C	79795	82984	86309	89757	93344	97080

EG-7	Step	1	2	3	4	5	6
From:	$	82710	86022	89461	93037	96763	100631
To:	A	84364	87742	91250	94898	98698	102644
	B	86051	89497	93075	96796	100672	104697
	C	87772	91287	94937	98732	102685	106791

EG-8	Step	1	2	3	4	5	6
From:	$	90986	94624	98404	102342	106438	110695
To:	A	92806	96516	100372	104389	108567	112909
	B	94662	98446	102379	106477	110738	115167
	C	96555	100415	104427	108607	112953	117470

EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP

ANNUAL ALLOWANCE

1. Prior to March 31, 2017 the Employer provided an annual allowance (paid biweekly) to incumbents of Engineering and Scientific Support (EG) Group positions for the performance of their duties as EGs.

2. As of April 1, 2017 the annual allowance is incorporated into the base salary for EG employees and has been included in the wage rates outlined in EG – Engineering and Scientific Support Group Annual Rates of Pay.

PM – PROGRAM ADMINSTRATION GROUP ANNUAL RATES OF PAY

A) **Effective April 01, 2020**
B) **Effective April 01, 2021**
C) **Effective April 01, 2022**

PM - Development

From:	$	50917
To:	A	51935
	B	52974
	C	54033

PM-1	**Step**	**1**	**2**	**3**	**4**
From:	$	53501	55537	57647	59838
To:	A	54571	56648	58800	61035
	B	55662	57781	59976	62256
	C	56775	58937	61176	63501

PM-2	**Step**	**1**	**2**	**3**
From:	$	59618	61883	64236
To:	A	60810	63121	65521
	B	62026	64383	66831
	C	63267	65671	68168

PM-3	**Step**	**1**	**2**	**3**
From:	$	63901	66330	68849
To:	A	65179	67657	70226
	B	66483	69010	71631
	C	67813	70390	73064

PM-4	**Step**	**1**	**2**	**3**
From:	$	69803	72455	75428
To:	A	71199	73904	76937
	B	72623	75382	78476
	C	74075	76890	80046

PM-5	Step	1	2	3
From:	$	83333	86502	90098
To:	A	85000	88232	91900
	B	86700	89997	93738
	C	88434	91797	95613

PM-6	Step	1	2	3	4	5
From:	$	97707	101425	105274	108437	111719
To:	A	99661	103454	107379	110606	113953
	B	101654	105523	109527	112818	116232
	C	103687	107633	111718	115074	118557

PM - 7	Range			
From:	$	100888	to	118751
To:	A	102906	to	121126
	B	104964	to	123549
	C	107063	to	126020

APPENDIX B

WORKFORCE ADJUSTMENT

TABLE OF CONTENTS

General

Application

This Appendix applies to all indeterminate employees represented by the Public Service Alliance of Canada for whom the First Nations Health Authority (FNHA) is their Employer.

Collective Agreement

This Appendix is deemed to form part of ~~all~~ the collective agreement~~s~~ between the parties and employees are to be afforded ready access to it.

Notwithstanding Article 22 (Job Security) 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 the employee's 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 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 the 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 (190) 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 kilometres (40 km).

Re-instatement priority - is an appointment priority accorded to certain individual’s 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 an employee is declared surplus until the date of lay-off, until the employee is indeterminately appointed to another position, until the employee's 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 Vice President, Human Resources and Manager of 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 the employee's 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.

1.1.37 The FNHA is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.

1.1.38 The FNHA shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of the employee's bargaining agent, when the employee has 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 PSAC Local 22000 and the President of the Public Service Alliance 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 endeavor 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 the employee's 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, 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

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 the employee's 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;

(ii) or 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 on the FNHA benefit plan and Municipal Pension Plan by contributing both employer and employee shares to the plans.. 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 the employee's 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 FHNA 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 the employee's 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 province;

(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.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

SALARY PROTECTION - RED CIRCLING

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.

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 for the purpose retaining their increment dates and rates of pay.

Part II

Part II of the 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% 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 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 9th day of the month of February 1982.

APPENDIX D

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
RE: FIRST NATIONS VOLUNTARY DISPUTE RESOLUTION PROCESS

1. In recognition of the culture and heritage of the FNHA, the parties agree to implement a First Nations Voluntary Dispute Resolution Process during the term of this collective agreement.

First Nations Dispute Resolution Process

2. 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.

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

4. 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.

5. Recommendations are non-binding and provided with the intent to resolve the dispute on a without prejudice basis.

6. A dispute may only be referred to this process once.

Acceptance of the Recommendations

7. 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.

Rejection of the Recommendations

8. If any one of the parties rejects the recommendations, the dispute may return to the grievance process without prejudice to the time limits within the grievance procedure.

Documentation

9. 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 Dispute Resolution Process;

   (b) A record of the date the dispute was resolved or returned to the grievance process.

Time Limits

10. The parties agree that all reasonable efforts will be made to have Elder meetings within thirty (30) calendar days of a request. Reasonable participation in this process during regularly scheduled hours will be paid, subject to operational requirements.

APPENDIX E

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
RE: EDITORIAL COMMITTEE

Re: Editorial Committee

1. The parties agree that six (6) months prior to the expiry of the 2020-2023 Collective Agreement they will establish a working group comprised of the PSAC, Employer and PIPSC, or alternatively (at the discretion of the PSAC), the PSAC and the Employer, to meet with the sole purpose of reviewing the collective agreement for exploring language alignment (harmonization) and editorial changes.

2. Meetings will be scheduled during working hours and the FNHA agrees there shall be no loss of pay for the Union participants.

3. The working group will be comprised of two (2) members appointed by the Union and two (2) Management representatives and two (2) PIPSC representatives (where applicable).

4. Proposed recommendations, if any, will be referred to the Union and Management Bargaining teams for review during the subsequent round of bargaining.

APPENDIX F

LETTER OF UNDERSTANDING
BETWEEN THE FNHA AND THE UNION
IN RESPECT OF
FNHA POLICIES

RE: ARTICLE 6 – FNHA POLICIES

The parties understanding that from time to time it may be of mutual interest to revise and update the following policies attached to the Collective Agreement:

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

On a strictly without prejudice basis to the parties' respective positions on the status of these policies, the Employee agrees for the term of the 2020 to 2023 Collective Agreement only, it may meet with the Union on order to negotiate changes to the policies. Both parties undertake to negotiate in good faith to reach agreement on proposed changes.

INFORMATION APPENDICES

Policy Name	**FNHA Employee and Contractor Travel Policy**
Department	**Corporate Services**

For Corporate Services and CEO Office (do not fill this in)			
Document #	**Effective**	**Replaces**	**Dated**
CS-15-002-003	September 16, 2015	CS-13-002-002 Travel Policy	May 31, 2013
Board Approved Date		**Authorization (BoD Motion Number)**	
September 16, 2015		0915-BOD-3C	

1.0 Purpose

1.1 The purpose of this policy is to define the framework for, and to control the incurrence and reimbursement of, travel and miscellaneous business expenses relating to business activities of First Nations Health Authority (FNHA), excluding the FNHA Board of Directors.

1.2 This policy supports organizational Directive 3: Improve Services and Directive 7: Function at a High Operational Standard, and also supports the value of excellence.

1.3 Following a traditional First Nations teaching of taking only what is needed so that resources can be available for others and future generations, business travel should be undertaken only when necessary and expenses should be claimed in a manner that is responsible and sustainable. Claimants who are not covered by a collective agreement have the option of submitting actual expenses for reimbursement, up to the maximum allowances, or claim the maximum allowances without applicable receipts with the exception of hotel claims where actual receipts are required.

2.0 Scope

2.1 This policy applies to FNHA employees, independent contractors or consultants, and other people authorized to do business on behalf of FNHA.

2.2 This policy does not apply to the FNHA Board of Directors.

3.0 Policy Statements

General Principles

3.1 Before travelling for business purposes, claimants will ensure that their objectives cannot be achieved in more economical ways (such as video or teleconferencing).

3.2 Where travel is the most practical option, such travel must be pre-authorized by the signing officer and achieved by the most cost effective routing, scheduling, and mode.

3.3 To be eligible for reimbursement, travel and miscellaneous business expenses must be appropriate and incurred for business purposes, or in the fulfilment of official duties on behalf of FNHA.

3.4 Travel and business expense claims for employees require approval by a signing officer in accordance with the *Delegation of Financial Authority policy documents* to verify that the travel and/or business activity occurred and was in compliance with this policy.

3.5 Travel and business expense claims for the CEO require approval by the Board Chair.

3.6 Claimants are not permitted to approve their own expenses or the expense claims of subordinates that include expenses for the claimant's own travel or business expenses.

3.7 The CEO is authorized to travel within Canada and the USA, and the Board Chair approves CEO travel outside of Canada and the USA.

3.8 All travel outside of Canada must be pre-approved by the CEO.

3.9 Where it is most economical to do so, a claimant's travel must conclude as soon as possible after the business objectives have been achieved. Costs arising from personal extensions to business travel are the responsibility of the claimant and will not be reimbursed by FNHA.

3.10 Claimants who disregard this policy, falsify expense reports and/or supporting documentation, or misappropriate funds will be subject to disciplinary action.

3.11 FNHA will not reimburse the following types of expenses:

(a) Expenses of a personal or private nature.

(b) Alcohol or tobacco purchases (unless for ceremonial tobacco use).

(c) Traffic and parking fines, and towing charges.

(d) Expenses covered by allowances and rates under this policy.

(e) Expenses relating to travel extensions for personal reasons or travel by a spouse, relation, or companion.

(f) Charges for services resulting from the negligence of the traveler, such as: delivery of fuel, retrieval of keys from locked vehicles, etc.

3.12 The following Maximum Allowances table contains the maximum allowances that may be claimed without applicable receipts for meals, incidentals, mileage and private non-commercial accommodation. Claimants who are not covered by a collective agreement have the option of submitting actual expenses, up to the maximum, or claim the maximum allowances without applicable receipts with the exception of hotel claims where actual receipts are required.

Maximum Allowances	
Meal Allowances:	
Breakfast	$15.75
Lunch	$15.10
Dinner	$42.00
Full Day Meal Allowance	$72.85
Incidental Allowance	$17.30
Mileage Allowance	$0.51/km

Maximum Allowances	
Private Non-commercial Accommodation Allowance	$50.00

3.13 The following Maximum Rates table contains the maximum rates that may be claimed for hotel accommodations, with actual receipts required.

Maximum Rates	
Daily Hotel Rates (excluding taxes and other fees):	
High Season	$180.00
Low Season	$160.00

Exceptions

3.14 Daily hotel maximum rates may be exceeded by up to 25% when FNHA travel or the external travel agent cannot find a more economical hotel rate. FNHA staff are to: a) be notified when there is a need to exceed the daily hotel maximum rates, and b) consider alternate arrangements.

3.15 If the daily hotel maximum rates need to be exceeded by more than 25%, the claimant must provide written justification outlining the unique or extraordinary circumstances. Such exceptions must be approved by the claimant's Senior Executive.

3.16 If other exceptions to this policy are required, the claimant must provide written justification outlining the unique or extraordinary circumstances. Such exceptions must be recommended by the claimant's Senior Executive and approved by the CEO.

4.0 Responsibilities

4.1 Claimant: understand and follow the stipulations in the *Delegation of Financial Authority policy documents*; acquire pre-authorization from the signing officer for all business travel; upon completion of travel, submit expense report(s), receipts, and other required expense documentation to their signing officer for approval and expense reimbursement.

4.2 Signing officer: approve the destination (within Canada), purpose, length, and mode of business travel for employees. If the destination is outside Canada, recommend approval to the CEO.

4.3 CEO: review and approve international travel and exceptions to this policy.

5.0 Definitions

Business purpose(s): The principal reason is to perform activities or duties on behalf of, and for the benefit of, FNHA.

Claimant(s): For purposes of this policy, claimants include FNHA employees, independent contractors or consultants, and other people authorized to do business on behalf of FNHA. Claimants submit claims to FNHA for reimbursement of expenses incurred while travelling or providing hospitality for business purposes.

Signing officer: budget holder or manager; as authorized per the *Delegation of Financial Authority policy*.

Incidentals: an allowance intended to cover reasonable out-of-pocket expenses incurred by a claimant while staying overnight for business purposes.

6.0 Related Documents

Legislation and Regulations

None

FNHA Documents

Travel Directive

Travel Procedure

Community Member Travel Expense Guideline

Delegation of Financial Authority policy documents

7.0 Rescind and Conflict Statements

7.1 With the approval of this policy, older versions are considered to be replaced and/or rescinded and are no longer in effect.

7.2 Where there is a conflict or overlap within policy documents, the most recent board policy, executive directive, or procedure will prevail. Where clarity still cannot be established, the CEO has sole discretion to provide direction and, where applicable, to report the situation to the Chair of the Board Governance and Human Resources Committee.

8.0 Revision History

Approval Date	Document # |	Key Changes / Comments
May 3, 2013	CS-13-002-002 Travel Policy	This policy was updated to adopt the FNHA policy document structure of policies approved by the Board, and executive directives approved by the CEO and appropriate Vice President; this policy now covers the principles of the travel program and is supported by the Travel Directive. The CEO is authorized to travel within Canada and the USA, and the Board Chair approves CEO travel outside of Canada and the USA. Board of Directors have been removed from the policy scope and a new policy specifically related to Board travel has been developed. The operational details of the travel program are now in the directive including details regarding meals, vehicles, accommodation and incidental expenses, air travel, hospitality, miscellaneous expenses, ineligible expenses, travel advances, meal and mileage allowances, administration of travel expenses. Amended the *Standard Per Diem and Mileage Allowances* appendix to tables within the Policy, and renamed to *Maximum Allowances* and *Maximum Rates*. Adjustment of hotel maximum rates: • Increased high season: $180/night (including taxes and fees) from $160 • Increased low season: $160/night (including taxes and fees) from $148

9.0 Attachments

None

Policy Name	Support for Working in Remote Communities Policy
Department	Human Resources

For Corporate Services and CEO Office			
Document #	**Effective**	**Replaces**	**Dated**
HROD-15-024-002	September 16, 2015	HROD-13-024-001 Support for Working in Remote Communities	August 30, 2013
Board Approved Date		**Authorization (BoD Motion Number)**	
September 16, 2015		0915-BOD-3A	

1.0 Purpose

1.1 The purpose of this policy is to define how First Nations Health Authority (FNHA) determines support for employees who work in remote communities.

1.2 This policy supports Directive 7 – Function at a High Operational Standard.

2.0 Scope

2.1 This policy applies to all eligible First Nations Health Authority (FNHA) employees.

3.0 Policy Statements

3.1 FNHA will offer support to employees whose normal place of work is in a remote community when:

(a) It is not their normal place of residence (see definition), and

(b) The position they occupy is located in a remote community for three continuous months or longer.

3.2 A community is considered remote based on a point system that considers various factors as set out in the *Remote Communities Point Rating System (Appendix A).*

(a) The community remoteness is based on three factors – distance, population, and climate. Points are allocated for various degrees of these factors.

(b) The point threshold for a community to be considered remote is 21 points.

3.3 The support amount is calculated based on several factors as set out in the *Remote Community Support Calculation (Appendix A).*

(a) The support amount provided to an employee is calculated based on whether or not the employee has dependents residing in the remote community with them, the number of dependents working for FNHA, and the remoteness of

the community.

(b) The support amount is assessed on the basis of three factors – distance, population, and climate. Points are allocated for various degrees of these factors.

(c) The support amount is calculated on a prorated basis considering part-time vs. full-time employment, and length of assignment in the remote community.

3.4 Support for working in remote communities is provided when an employee is on sick (with or without pay), maternity, parental, or vacation leave. Support while on leave is only available when the employee is residing in the remote community, except for vacation leave.

3.5 Further support for working in remote communities may also include:

(a) Travel for non-elective medical or dental treatment, compassionate or bereavement leave, vacation travel assistance, and dependent post-secondary educational travel.

(b) Extended leave associated with vacation travel, and elective medical or dental treatment.

(c) Relocation Assistance, in accordance with the *Relocation* policy documents.

3.6 If the employee resigns within less than one (1) year after assignment, vacation travel reimbursement will be required.

3.7 The threshold, the individual community point ratings, and the amount of support associated with each point are approved by the CEO, CAO, COO and VP responsible for Human Resources.

Condition of Employment - Medical Fitness

3.8 As a condition of employment and continuing employment, employees selected for posting in a remote community will be required to submit to an approved, confidential medical fitness assessment for themselves and any dependents annually and the cost will be borne by the FNHA. Confirmation of current fitness will be provided to the FNHA as outlined in the *Support for Working in Remote Communities Procedure*.

3.9 Eligibility to work in a remote community is determined by FNHA, as outlined in the *Support for Working in Remote Communities Procedure*.

4.0 Responsibilities

4.1 Employee: submit to approved, confidential medical fitness assessment for themselves and any dependents annually.

4.2 CEO, or designate, CAO, COO and VP responsible for Human Resources: approve the threshold, the individual community point ratings, and the amount of support

associated with each point via review of *Appendix A.*

5.0 Definitions

Dependent: with reference to an employee, means a person who resides with the employee at the employee's residence in the remote community to which the employee is assigned and is:

a. the spouse of that employee or the person named in the common-law partner declaration; or
b. one for whom the employee is eligible to claim a tax credit under the *Income Tax Act*; or is precluded under the *Income Tax Act* only for reasons for being receipt of a pension;
c. a biological child, stepchild, adopted child, or legal ward who:
    i. is unmarried,
    ii. does not qualify under (b), and
    iii. has not attained 24 years of age and is in full-time attendance at a recognized educational institution.

Employee: A person employed by FNHA. An employee can be permanent, term or casual. FNHA First Nation Health Council members and First Nation Health Directors are not considered employees of FNHA for purposes of policy documents. A contractor or an individual employed through an agency is not an Employee.

Designation of employees is as follows:

- Full-time: An employee who regularly works seven (7) or seven and one half (7.5) hours per day and thirty -five (35) or thirty-seven and one half (37.5) hours per week, depending on the applicable terms and conditions of employment.
- Part-Time: An employee who regularly works less than seven (7) or seven and one half (7.5) hours per day, or less than thirty–five (35) or thirty-seven and one half (37.5) hours per week, depending on the applicable terms and conditions of employment.
- Permanent: An employee who has no specified end date to their employment relationship with FNHA as per the employee's letter of employment, and is eligible for continuous employment.
- Term: An employee whose term of employment is determinate (i.e. where a specified end date to employment has been identified in the employer's letter/contract of employment or a letter of extension of employment). Term employees are eligible to participate in the Employer's Benefit Programs.
- Casual: An employee who is not regularly scheduled to work, and utilized on an on-call basis, and utilized for relief of an employee in a specific position, or to fill

vacant positions during the job posting process, or to alleviate temporary work load situations. Casual employees are not eligible to participate in the Employer's Benefit Programs.

Employee with dependents: is an employee with whom at least one dependent resides at the employee's residence in the remote community to which the employee is assigned.

Employee without dependents**:** means an employee with whom no dependent resides at the employee's residence in the remote community to which the employee is assigned.

Immediate Family Member: means father, mother, brother, sister, spouse (including common-law relationships recognized by law), child or ward, grandchild of an employee, and/or relatives permanently residing in the employee's household or with whom the employee permanently resides.

Incomplete Month: means calendar months in which the employee did not earn at least ten (10) days' pay.

Normal place of residence**:** means the last place in Canada where an employee permanently resided prior to starting work in a remote community.

Remote community: means a location that receives a minimum of 21 points under the *Remote Communities Point Rating System (Appendix A).*

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

6.0 References & Related Documents

Legislation

Income Tax Act (to support definitions)

Related Documents

Support for Working in Remote Communities Procedure

Relocation policy documents

FNHA Employee and Contractor Travel policy documents

Leave policy documents

Collective Agreements

7.0 Rescind Statement

7.1 With the approval of this policy, older versions are considered to be replaced and/or rescinded and are no longer in effect.

7.2 Where there is a conflict or overlap within policy documentation, the most recent documentation will prevail. Where clarity still cannot be established, the CEO has sole discretion to provide direction and, where applicable, to report the situation to the Chair of the Board Governance and Human Resources Committee.

8.0 Revision History

Approval Date	Document # | Name	Key Changes / Comments
August 30, 2013	HROD-13-024-001 Support for Working in Remote Communities	

9.0 Attachments

Appendix A:

- Remote Communities Point Rating System
- Remote Community Support Calculation
- Additional Support for Working in Remote Communities
- Recovery of Reimbursement

APPENDIX A

Point Rating System for Remote Communities

a) Distance Factor (Maximum 23 Points)

- Consists of three components: (a) road distance to a City Centre, (b) road distance to a Service Centre, and (c) a ferry or air bonus.
- **Road distance** means the official distance shown on the most recent provincial highway map(s).
- **City Centre** is a major population centre that best reflects the economic activities of a First Nation.
- **Service Centre** is the nearest community to which a First Nation can refer to gain access to government services, banks, and suppliers.
- For remote communities to which road access is not available, full points for road distance are given in addition to a **ferry or air bonus** based on the frequency of scheduled passenger services.

Road Distance (in kilometers)	From City Centre*	From Service Centre**	Ferry or Air Bonus
0 – 39	0	0	3 points: No scheduled ferry or air passenger services. 2 points: Scheduled service 1 to 3 days per week. 1 point: Scheduled service more than 3 days per week.
40 – 79	0	1	
80 – 159	1	2	
160 – 239	2	3	
240 – 319	3	4	
320 – 399	4	5	
400 – 479	5	6	
480 – 559	6	7	
560 – 639	7	8	
640 – 719	8	9	
720 – 799	9	10	
800 and over	10	10	

* Kamloops, Prince George, Prince Rupert, Vancouver, or Victoria.

** Abbotsford, Campbell River, Chilliwack, Cranbrook, Duncan, Fort Nelson, Fort St. John, Hope, Houston, Kamloops, Kelowna, Kimberley, Kitimat, Langley, Maple Ridge, Merritt, Mission, Nanaimo, Penticton, Port Alberni, Port Hardy, Powell River, Prince George, Prince Rupert, Quesnel, Salmon Arm, Smithers, Squamish, Surrey, Terrace, Vancouver, Vernon, Victoria, or Williams Lake.

b) Population Factor (Maximum 16 Points)

Based on population statistics obtained from most recent the Census of Canada. Many First Nations remote communities consist of Census geographical units classified as either "Indian Reserves" (IR) or "Unincorporated Places" (UNP). Population statistics for these geographical units are available 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

c) Climate Factor (Maximum 5 Points)

Measures unfavourable aspects of climate in terms of darkness, wind chill, temperature, and precipitation. This factor is assessed from the Climatological Index Map (prepared by the Meteorological Branch – Climatological Division – Department of Transport – Canada – 1969).

Climate Index	Points
10	2
15	3
20	4
25	5

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

Remote Community	Climate	Points
Anahim Lake, BC (incl. Anahim Lake I.S. no 779)	10	2
Bella Coola, BC (includes Hagensborg)	15	3
Fort Ware, BC	20	4
Hartley Bay/Kulkayu, BC	20	4
Kitkatla, BC	20	4
Klemtu, BC	20	4
Lax Kw'alaams, BC (formerly Port Simpson)	20	4
Telegraph Creek, BC	15	3

MAXIMUM ATTAINABLE FROM ALL FACTORS: 44 POINTS

Remote Community Support Calculation

- An annual rate of support of $449.81 per point will be paid to a qualified employee with dependents.
- The annual rate of support for a qualified employee without dependents is $269.89, or sixty (60) per cent of that of a qualified employee with dependents.

- For a qualified employee who is employed in a remote community for a specific term of less than one year, the daily rate is determined by dividing the annual rate by 260.
- For a qualified employee whose scheduled hours of work are fewer than 37.5 hours per week, the annual or daily rate is determined by dividing the regular annual or daily rate by 37.5 and then multiplying the result by the number of scheduled hours of work per week.
- Where both members of a couple work for FNHA and are qualified to receive support for working in a remote community, and have no dependents, each person is considered to be an "employee without dependents" for the purposes of the payment of the support.

Adjustment for Leaves:

- If one member goes on leave without pay for reasons other than sick leave that person forfeits the support, but can be considered the dependent of the person who continues to work.
- Members on sick (with or without pay), maternity or parental leave are provided support while they are residing in the remote community.
- If and when the employee on leave without pay returns to work, the support will be readjusted to the "employee without dependents" rate in both cases.

Additional Support for Working in Remote Communities

a) Travel:

- Travel is reimbursed in accordance with the FNHA Employee and Contractor Travel policy documents, excluding incidentals, for the lesser cost of travel from the remote community to Vancouver or to the location of the medical or dental treatment, or the actual location of the family member, or the location of the post-secondary institution (“round trip”), as follows:
    - Non-elective Medical and/or Dental Treatment:
        - Reimbursement for travel and transportation expenses upon submission of receipts for employees or their dependents to obtain non-elective medical or dental treatment at the nearest location where adequate treatment is available.
        - A determination is required by a certified attending practitioner that the treatment is: 1) non-elective, 2) not available in the remote community,

3) required without delay, and 4) that the location chosen is the nearest location where adequate treatment can be provided.

- Compassionate or Bereavement Leave:
  - When an employee is granted Compassionate or Bereavement leave under the Leave Policy or relevant Collective Agreement articles, they shall be reimbursed for travel and transportation expenses upon submission of receipts for employees or their dependent(s).
- Vacation Travel Assistance:
  - Once per fiscal year, reimbursement for travel and transportation expenses upon submission of receipts for one round trip for the employee and dependent(s).
- Dependent Post-secondary Educational Travel:
  - Once per fiscal year, reimbursement for travel and transportation expenses for the dependent upon proof of enrollment and submission of receipts for one round trip;
  - This travel may be taken as two (2) independent one way trips totaling or equivalent to one round trip.

Extended Paid Leave:

- Extended paid leave support includes:
  - Vacation Travel:
    - The lesser of two (2) days or reasonable/actual time required to travel from the community to Vancouver. Requests for this type of leave must be contiguous to an approved period of leave where the employee actually departed the remote community.
  - Elective Medical or Dental Treatment:
    - Maximum total of three (3) days per fiscal year of additional leave for the purposes of travelling to an elective medical or dental treatment not available in the remote community for either the employee or a dependent.

b) Relocation Assistance:

Relocation Assistance will be provided in accordance with the *Relocation* policy documents.

Recovery of Reimbursement

Recovery of vacation travel for employees who cease to be employed by FNHA within one year after assignment for reasons other than disability, layoff or termination shall be made, on a prorated basis, for each incomplete month within the fiscal year that the payment was made.

Policy Name	Relocation Policy
Department	Human Resources

For Corporate Services and CEO Office			
Document #	**Effective**	**Replaces**	**Dated**
HROD-15-023-002	September 16 2015	HROD-13-023-001 Relocation Policy	August 30 2013
Board Approved Date		**Authorization (BoD Motion Number)**	
September 16 2015		0915-BOD-3B	

1.0 Purpose

1.1 The purpose of this policy is to define the framework and to detail the amounts and the conditions for payment of relocation costs to eligible new and existing permanent and term employees of the First Nations Health Authority (FNHA), ensuring equitable treatment for employees.

1.2 This policy supports Directive 7 – Function at a High Operational Standard; and also supports the shared values of Excellence and Fairness.

2.0 Scope

2.1 This policy applies to new and existing permanent and term employees who, at the request of the FNHA, are required to relocate to a new work location.

2.2 This policy excludes employees at the Vice President and above level, and the Board of Directors.

3.0 Policy Statements

General Principles

3.1 Relocation assistance is the financial responsibility of the hiring department.

3.2 Decisions to hire applicants that require a Relocation allowance should be based on the following considerations:

a) Position is difficult to recruit for

b) Best candidate for the position

c) Internal candidate deployed to new location

d) Available budget with VP/ED approval

3.3 Departments must consult with Human Resources to ensure the Relocation Allowance is included in the Employment letter and the Relocation Expense Payment Agreement is attached.

3.4 Reimbursement of the eligible relocation costs will only be provided with original receipts up to the qualified maximum amounts.

3.5 Relocating employees may be eligible for a house hunting trip dependent on the distance of their move and expenses are reimbursed in accordance with the FNHA Employee and Contractor Travel policy documents.

3.6 In extraordinary circumstances, the VP HR jointly with the CEO, or CAO or COO may approve costs in excess of the maximum allowance.

3.7 Departments must ensure that the Relocation Allowance has been approved by the department VP or Executive Director.

3.8 Part-time eligible employees may receive relocation assistance on a pro-rated basis.

3.9 If an employee voluntarily leaves FNHA or is terminated for cause within 12 months of receiving relocation assistance, re-payment of all expenses will be required on a pro-rated basis.

Relocation Assistance Amounts

3.10 Relocation amounts are related to the distance of the move as follows:

Distance of Move	Maximum
40 to 1,000 km	Up to $8,500
1,001 to 2,500 km	Up to $12,800
2,501 to 4,000 km	Up to $16,800
More than 4,000 km	Up to $19,450
Overseas (outside of Canada or the US to BC)	Up to $24,150

Eligible & Ineligible Expenses

3.11 Subject to the limitations and maximums set out in Section 3.9 above, the following expenses are eligible for payment or reimbursement:

Eligible relocation expenses	Notes
Transportation and storage costs (including boats, trailers, etc.)	• Packing • Hauling • Movers • In-transit storage and insurance
Travel expenses to move you and members of your household to your new residence in accordance with FNHA Employee and Contractor Travel policy documents	• Travel expenses • Meals • Accommodation
Temporary living expenses for up to a maximum of fifteen days	• Meals and temporary accommodation near the old and/or new residence
Cost of cancelling a lease	• For your old residence, not including any rental payment for the period during which you occupied the residence
Incidental costs related to your move	• Changing your address on legal documents • Replacing driver's licenses and non-commercial vehicle permits (not including insurance) • Utility hook-ups or disconnections
Costs to maintain your old residence (to a maximum of $5,000.00), if it was vacant after you moved, and during a period when reasonable efforts were made to sell the home	• Interest • Property taxes • Insurance premiums • Heat and utilities expenses **Note**: These costs must have been incurred when your old residence was not occupied by you or anyone else who ordinarily resided with you at the old residence before the move. You cannot deduct these costs during a period when the old residence was rented.
Cost of selling your old residence	• Advertising • Notary or legal fees • Real estate commission • A mortgage penalty if the mortgage is paid off before maturity
Cost of purchasing your new residence	• Legal or notary fees that you paid for the purchase of your new residence • Any taxes paid (other than GST / HST or property taxes) for the transfer or registration of title to the new residence • Home inspection
House Hunting trip (Please refer to section 3.12)	• Accommodations • Meals • Travel expenses, including gas expenses for personal vehicle (if driving) • Airfare and car rental

House Hunting

3.12 Employees may be eligible for one House Hunting trip, depending on the distance of the move, to the new location:

(a) Maximum of three (3) days for employees/appointees whose current work base is in-province and five (5) days for those out-of-province, to include meal, accommodations and travel expenses in accordance with FNHA's Employee and Contractor Travel policy documents for two (2) adults.

(b) The Hiring Manager, in consultation with Human Resources, will determine if the employee qualifies for a House Hunting trip.

(c) A House Hunting trip is not included as part of the maximum relocation allowance.

(d) Travel expenses for the house hunting trip, if authorized, will be reimbursed in accordance with the FNHA Employee and Contractor Travel policy documents.

3.13 The following expenses will be considered ineligible for reimbursement:

NON-eligible relocation expenses include:

- Travel expenses for work done to make your old residence more saleable
- Any loss from the sale of your home
- The value of items movers refused to take such as plants, frozen food, ammunition, paint, cleaning products, etc.
- Expenses to clean or repair a rented residence to meet the landlord's standards
- Expenses to replace personal use items, such as toolsheds, firewood, drapes and carpets
- Costs for transformers or adaptors for household appliances
- Costs incurred in the sale of your old residence if you delayed selling for investment purposes or until the real estate market improved
- Mortgage default insurance
- The cost of moving a mobile home

3.14 For additional details regarding eligible vs. ineligible expenses, refer to the Canada Revenue Agency guidelines related to Moving Expenses.

Repayment of Eligible Expenses

3.15 If an employee voluntarily leaves the FNHA or if the Employee is terminated "for cause" prior to completing twelve (12) months of continuous service commencing from the Employee's date of hire or effective date of relocation, re-payment of all expenses will be required on a pro-rated basis.

3.16 The percentage of relocation expense benefits to be repaid is based on the number of completed months employed after the effective date of relocation (i.e., number of months of continuous service), according to the following table:

Months of completed continuous service	% of eligible expenses to be repaid to FNHA
0 – 6 months	100%
7 – 12 months	50%
> 12 months	0%

4.0 Responsibilities

4.1 Vice Presidents/Executive Directors: responsible for approving the requirement for the employee's relocation and approving the final relocation budget prior to any relocation action commencing.

4.2 Hiring Manager: responsible for consulting Human Resources to establish relocation offers in employment letters and attachment of Relocation Expense Repayment Agreement. Notifies Human Resources if the employee terminates prior to one year.

4.3 Hiring Manager: determine eligibility for relocation assistance and a house hunting trip.

4.4 Human Resources: supports the Hiring Manager. Maintains original documents and communicates Relocation Allowance amounts or Repayment Amounts to Payroll.

4.5 Employee: understand the relocation expense eligibility and submit expenses in a timely manner.

5.0 Definitions

Effective Date of Relocation: means the date the employee commencing working on a regular basis at the new work location.

Employee: A person employed by FNHA. An employee can be permanent or term of one year or greater. FNHA First Nation Health Council members and First Nation Health Directors are not considered employees of FNHA for purposes of policy documents. A contractor or an individual employed through an agency is not an Employee.

Employee's Household: means those individuals who normally reside in the employee's residence as members of the employee's family and includes the employee's spouse or common law partner, child of the employee or of the employee's common law partner and other persons who reside with the employee and are dependent upon the employee for care and support.

For Cause Termination: This includes, but is not limited to: serious misconduct; ongoing insubordination; and serious neglect of duty.

Principal Residence:

a) a particular property that is a housing unit that is owned or leased by the employee, whether jointly with another person or otherwise;

b) is inhabited on a regular basis by the employee and if applicable, by the Employee's Household; and

c) is considered is to be the employee's regular mailing address.

Relocation: means a change in an employee's assignment and work location made at the request of the FNHA.

6.0 References & Related Documents

Legislation

Income Tax Act (Canada)

T4130 Employer's Guide Taxable Benefits and Allowances (Canada Revenue Agency)

Interpretation Bulletin IT – 178, Moving Expenses (Canada Revenue Agency)

Form T1 – M, Moving Expenses Deduction (Canada Revenue Agency)

Related Documents

Relocation Procedure

Relocation Expense Reimbursement Form

Relocation Expense Repayment Agreement

Delegation of Financial Authority policy documents

FNHA Employee and Contractor Travel policy documents

7.0 Rescind Statement

7.1 With the approval of this policy, older versions are considered to be replaced and/or rescinded and are no longer in effect.

7.2 Where there is a conflict or overlap within policy documentation, the most recent Board Policy, Executive Directive or Procedure will prevail. Where clarity still cannot be established, the CEO has sole discretion to provide direction and, where applicable, to report the situation to the Chair of the Board Governance and Human Resources Committee.

8.0 Revision History

Approval Date	Document # | Name	Key Changes / Comments
August 30 2013	HROD-13-023-001 Relocation Policy	Provides clarity on eligible expenses related to claim submission in accordance with CRA guidelines. Remove 650 non-taxable allowance and increase maximum by 650 to streamline process. Continuous service reduced from 24 mos to 12 mos when determining repayment of allowance Revisions to ensure consistency with new procedures.

9.0 Attachments

None

FNHA 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 75
Serious Illness	Included

CRITICAL ILLNESS

Dependent Life	$7,500.00 Spouse $2,500.00 Child
Critical Illness	$25,000.00 Terminates at age 70

LONG TERM DISABILITY

Elimination Period	17 weeks
Benefit Period	Payable to age 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 180 days
Paramedical	$300 per person per calendar year per specialty: Massage Therapist, Naturopath, Acupuncturist, Dietician, Osteopath
	$500 per person per calendar year combined: Psychologist, Social Worker & Registered Clinical Counsellor
	$500 per person per calendar year per specialty: Chiropractor, Podiatrist, Physiotherapist, Audiologist, Occupational Therapist and Speech Therapist
Eye Exam	One (1) exam every twenty-four (24) months, $100.00 Maximum
Prescription Eyewear	$250.00 every twelve (12) months for children $250.00 every twenty-four (24) months for adults
Orthotics	$300.00 per person per calendar year
Orthopedic Shoes	One (1) pair per calendar year
Hearing Aids	$500.00 every thirty-six (36) months
Out-of-province Coverage	$5,000,000 per event
Emergency Travel Assistance	Included
Trip Cancellation Insurance	Included
Continuous Days of Travel	One-hundred and eighty (180) days
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

Public Service Alliance of Canada
ance de la Fonction publique du Canada

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