

**2024-**  
**2028**

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**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**LIL'WAT NATION**  
**AND**  
**THE BRITISH COLUMBIA NURSES' UNION**  
**JUNE 12, 2024 – JUNE 21, 2028**

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## **PREAMBLE**

The Union acknowledges with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of Lil'wat Nation who cares for and nurtures these lands and has since time immemorial. The Union, in supporting Lil'wat Nation, is committed to advancing truth and reconciliation and all of the ninety-four (94) calls to action with Lil'wat Nation and all First Nations communities. Specifically, the Union supports the Lil'wat Nation and all First Nations in advancing the calls to action supporting health (#18, #19, #20, #21, #22, #23, #24).

The purpose of this Agreement is to establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Lil'wat Nation and the Union, to the mutual benefit of all Parties to this Agreement.

Furthermore, it is also understood that the Lil'wat Nation has its own unique culture and traditions which are central to the Lil'wat Nation's vision *to flourish with full autonomy on its territory, preserving its language, and culture, by cultivating prosperous, healthy, and a harmonious community for all.*

With the goal of the Lil'wat Nation's vision and the Truth and Reconciliation Commissions' *'calls to action'* the administration and any interpretation of this agreement should be seen through a lens and an understanding that allows for and incorporates the following principles:

- Human Resources and Labour Relation practices should be managed with guidelines rather than rules
- All systemic issues will be ameliorated including trauma informed language
- Decolonization of this agreement and all processes related to is a priority
- Cultural and traditional ways must be given precedence and priority
- Health and wellness must be driven primarily by personal circumstances

The Lil'wat Nation and the Union agree to abide by the terms set out in this Agreement and to adhere to applicable Labour Code subject to the principles of this preamble. The Union further agrees that it will, at all times, instruct its members to act in accordance with the terms contained in this Agreement. The Lil'wat Nation agrees that, in the exercise of the functions of Management, the provisions of this Agreement will be carried out.

## **ARTICLE 1 – DEFINITIONS**

For the purpose of this Agreement

**“Calendar Day”** means the twenty-four-hour (24) period ending at midnight.

**“Calendar Year”** means a period of twelve (12) consecutive months commencing on the first day of January.

**“Casual Employee”** means an employee who works to fulfill short-term needs on a casual, or as-needed (on-call) basis.

**“Certification”** means the certificate awarded by the Canada Industrial Relations Board to the British Columbia Nurses’ Union.

The following definitions align with the HR policy regarding internal movement:

**“Demotion”** means a change from an employee’s position to a lower paid position.

**“Full-Time Employee”** means an employee who works full time on a continuous basis with no pre-determined end date.

**“Part-Time Employee”** means an employee who works less than full time on a continuous basis with no pre-determined end date.

**“Promotion”** means a change from an employee’s position to a higher paid position.

**“Transfer”** means the movement of an employee from one position or place to another which does not constitute a promotion or demotion.

**“Employee”** means a worker covered under the bargaining unit of this collective agreement.

**“Lil’wat Nation”** means the Employer

**“Lil’wat Nation Employee Guidebook”** means the Lil’wat Nation’s Human Resource policies.

**“Progressive Consequence”** is based upon the legal principles of progressive discipline, but may also include cultural and traditional processes and practices.

**“Steward”** means a Bargaining Unit employee employed by the Lil’wat Nation elected or appointed by employees to represent the Union and its members.

**“Union”** means the British Columbia Nurses’ Union.

**“Union Dues”** means the dues established pursuant to the by-laws and regulations of the Union.

**“Union Representative”** means a member of the staff of the Union or designated substitute.

**“Worksite”** means a facility, agency, centre, program, organization or location where an employee is assigned to work either at or from.

**“Year”** means a period from any given date in one (1) month to the immediately preceding date twelve (12) months later.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Lil'wat Nation Rights**

The Union acknowledges that the management and direction of the operation and the employees in the bargaining unit is retained by Lil'wat Nation, except as this agreement otherwise specifies.

### **2.02 Lil'wat Nation Policies**

Employees will be governed by Lil'wat Nation's policies as adopted/publicized by the Lil'wat Nation, provided such policies are not in conflict with the provisions of this Agreement.

### **2.03 No Discrimination**

The Lil'wat Nation agrees that all rules and regulations will be applied in a fair and consistent manner without discrimination.

## **ARTICLE 3 - UNION RECOGNITION AND SECURITY**

### **3.01 Union Recognition**

The Lil'wat Nation recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

### **3.02 Scope of Agreement**

This Agreement applies to all employees of the Lil'wat Nation who are included within the bargaining unit for which the Union is a certified bargaining agent.

### **3.03 Security**

Employees covered by the certification who are members of the Union, will maintain their membership in good standing as a condition of continuing employment.

### **3.04 Union Dues and Deductions**

All employees are required to sign an authorization for dues deductions. This will allow a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Lil'wat Nation will provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

The Lil'wat Nation agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union will inform the Lil'wat Nation in writing of the amount to be deducted from each employee. The Union will advise the Lil'wat Nation in writing ninety (90) calendar days in advance of any change in the amount to be deducted.

The Lil'wat Nation will remit such dues, levies and assessments to the Union within forty-five (45) calendar days from the date of deduction, together with a written statement listing the employee's first name, last name, phone number provided by the employee, increment step, worksite name, and the pay periods covered, with start and end dates of the pay periods. The Lil'wat Nation will provide the dues report to the Union in either Microsoft Excel or .csv format provided that it can be done so at no additional cost to the Lil'wat Nation.

The Lil'wat Nation will supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments will be a percentage of wages as prescribed by the Union.

## **ARTICLE 4 - UNION RIGHTS AND ACTIVITIES**

### **4.01 Individual Agreement**

The Lil'wat Nation agrees not to enter into any agreement or contract with employees covered by this Agreement individually or collectively which conflicts with the terms and provisions of this Agreement.

### **4.02 Contracting Out**

The Lil'wat Nation agrees not to contract out bargaining unit work to any outside agency or individual that will result in the layoff of employees within the bargaining unit.

### **4.03 Lil'wat Nation's Business**

Employees required by the Lil'wat Nation to attend meetings or to attend hearings or to sit on a board established by the Lil'wat Nation, will continue to receive their salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., will apply for the time periods as required above. The Lil'wat Nation will reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods as per the Lil'wat Nation Employee Guidebook.

### **4.04 Stewards**

A) The Lil'wat Nation recognizes employees who are designated by the Union as stewards to act on behalf of employees. The Union will supply the Lil'wat Nation with a list of names of the stewards in writing. The Union will advise the Lil'wat Nation of changes to that list, in writing.

B) Duties and Responsibilities

The duties of stewards include, but are not limited to, the following:

- (1) Investigating complaints of an urgent and immediate matter (e.g. termination, suspension),
- (2) Investigating grievances,
- (3) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedures,
- (4) Supervising ballot boxes and other related functions during ratification votes,
- (5) Attending meetings where their presence may be requested by management,
- (6) Accompanying an employee, at the employee's request if needed, at a meeting called by the Lil'wat Nation, where disciplinary action is anticipated,
- (7) Acting as appointees to the Union/Management Committee, and
- (8) Accompanying an employee, at the employee's request if needed, at a respectful workplace meeting as per the Lil'wat Nation Unacceptable and Disrespectful Conduct.



It should be noted that an employee may choose to be represented by a steward, or a support person (e.g. an elder), both, or no representation.

#### C) Conditions Governing Stewards

Stewards will not interrupt the normal operations of the worksite and will make best efforts to not conduct their duties during working hours. Stewards, when necessary, will be entitled to a reasonable time while working to perform their duties, without loss of regular pay and benefits. All efforts will be made to ensure steward activities are not undertaken on work time or to perform Union duties when they:

- (1) Have received prior consent from the Lil'wat Nation or the designate before leaving their work area, and such consent will not be unreasonably withheld; and
- (2) Make every endeavour to complete their Union business in as short a time as possible; and
- (3) Advise the Lil'wat Nation or designate upon their return to work.

#### **4.05 Union Representative Visits**

The Union will inform the Lil'wat Nation or designate in advance when the designated representatives of the Union intend to visit the Lil'wat Nation's premises for the purpose of conducting Union business. Such visit will not interfere with the normal operations of the Lil'wat Health and Healing Centre. Requests by the Union to visit will not be unreasonably denied.

Visitors should be aware of culturally relevant practices which can include but not limited to:

- Requesting permission in advance
- Land acknowledgement
- Clarifying intent and preparation for meeting
- Reciprocity (e.g. an offering) and relationship

Regular visitors to Lil'wat Nation are required to become familiar with how to work with First Nation effectively by accessing resources in Appendix A.

#### **4.06 List of New and Terminating Employees**

The Lil'wat Nation will provide the Union with a list of any new or terminated employees.

#### **4.07 Personnel File**

Lil'wat Nation is responsible for the policy and the general oversight of Lil'wat Nation's HR records management, storage, and retention system, and for ensuring the security and integrity of that system. Human Resource will create a confidential employee file for each new employee which includes resume, background checks, employment agreement, performance-related/improvement documents, job description, leave records, training/professional development records, salary adjustments, benefits enrollment information, and the employee's signed acknowledgement of the Employee Guidebook.

Lil'wat Nation will make every effort to protect any personal and confidential information that it maintains for all current and former employees. Lil'wat Nation will only collect and keep information that forms a necessary part of the employment relationship and the Lil'wat Nation will commit to ensuring that the requirements are always met under the Privacy Act. All information is collected and maintained in order to administer the employment relationship between employees and the Lil'wat Nation is kept confidential and secure.

Lil'wat Nation will not release any information without an employee's knowledge (and written consent, where applicable), except where required by law. Exceptions are information related to the employee's qualifications, position, and non-personal employment information; however, this information is restricted to their Direct Supervisor, Human Resources, and/or the CAO, as applicable.

Nothing will be put in the employee's personnel file without the employee's knowledge. If employee's wish to review the contents of their file, they can do so by prior arrangement and under the supervision of Human Resources.

#### **4.08 Copies of the Collective Agreement**

The Lil'wat Nation will make the Collective Agreement available on-line to all employees.

#### **4.09 Records Removed**

Upon request of the employee, all disciplinary related records of disciplinary action taken by the Lil'wat Nation will be removed from the employee's file and destroyed twelve (12) months after the date of the letter, provided that employee's performance and/or conduct satisfactorily improves, after a one-year period. The disciplinary related documentation will be removed not later than twenty-four (24) months after the date of the letter.

#### **4.10 Bulletin Boards**

The Lil'wat Nation will provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting of information that is directly related to Union business. The size and sites of the bulletin boards will be determined by mutual agreement between the Lil'wat Nation and the Union.

#### **4.11 Leave for Union Matters**

Leaves for Union matters will be considered unpaid in this article. However, the Union may choose to maintain employee's pay during these leaves by reimbursing Lil'wat Nation for all wages associated to the employee's leave for Union matters.

##### **a) Grievance Meetings**

Where operational requirements permit, and notice is given, the employee may attend a grievance meeting or conference call held in the worksite where such employee works.

##### **b) Arbitration Hearings**

When operational requirements permit, Lil'wat Nation will grant a leave to an employee, including a Steward, to attend an arbitration hearing concerning their grievance.

##### **c) Stewards Training Courses**

Where operational requirements permit, and notice is given, Lil'wat Nation will grant leave not exceeding five (5) consecutive days, to employees appointed as Stewards by the Union to undertake training sponsored by the Union related to the duties of a Steward. The Union will be responsible for directly paying all travel and accommodation expenses incurred by such employee.

**d) Collective Bargaining & Preparatory Meetings**

Lil'wat Nation will grant leave for designated employees or alternates to attend Union Committee preparatory collective bargaining and collective bargaining meetings between the Union and the Lil'wat Nation. Subject to operational requirements and provided notice is given, leave may be granted to an additional employee to attend negotiation meetings with the Lil'wat Nation on occasion, in special circumstances. If the current composition of the bargaining unit should change then additional employees may attend these meetings.

The Union will be responsible for paying all travel and accommodation expenses incurred by such employee.

**4.12 Elected Union Positions**

- a) If and when an employee ever holds the position of full-time President or Council Member with the Union they will be granted a leave of absence without pay for the period during which they hold the position.
- b) Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, and sick leave accumulation. The Lil'wat Nation will pay for any benefits while the employee is on leave and the Union will reimburse the Lil'wat Nation for the costs of benefits.
- c) The employee will be entitled to return to their former position or a similar position with the Lil'wat Nation and will be provided with an adequate period of orientation upon their return to work.
- d) The employee will not be subject to discipline by the Lil'wat Nation for activities related to work on behalf of the Union.

**4.13 Members on an Unpaid Union Leave of Absence**

Union leave of absence will be considered unpaid in this article. However, the Union may choose to maintain employee's pay during these leaves by reimbursing Lil'wat Nation for all wages associated to the employee's leave for Union matters.

These leaves must concur with the Lil'wat Nation Employee Guidebook guidelines which allow for leaves no greater than six (6) months and are allowed upon approval by the Chief Administrative Officer. Leaves beyond six (6) months may be approved upon special request in writing by the Chief Administrative Officer.

Employees requesting leave under this article will provide the Lil'wat Nation with as much advance notice as possible of the dates of the leave.

A leave of absence without pay will be granted to an employee who is a member of the Union and who is:

- either elected or appointed to the Union and/or a region at annual or special conventions of the Union;
- appointed or elected to special or standing committees of the Union.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave. Because the Parties agree the employee's benefits coverage should be un-interrupted, the Lil'wat Nation will continue to make their normal premiums payments for medical, dental, extended health, group life and LTD while the employee is on leave, and the Union will reimburse the Lil'wat Nation for the costs of such payments. Also, the employee will give post-dated cheques to Lil'wat Nation to cover the employee-paid portion of the premiums during their leave.

The employee will be entitled to return to their former position with the Lil'wat Nation and will be provided with an adequate period of orientation upon their return to work.

The employee will not be subject to discipline by the Lil'wat Nation for activities related to work on behalf of the Union.

## **ARTICLE 5 - UNION-MANAGEMENT COMMITTEE**

### **5.01 Composition of Committee**

A Union-Management Committee will be established for the purpose of fostering better relations between the Parties, and discuss matters of mutual concern. Committee members may make recommendations to their respective Parties to consider. The Lil'wat Nation and the Union will each appoint one (1) representative to the Union-Management Committee. The Committee itself will decide who will chair each meeting.

### **5.02 Meetings**

All meetings of the Committee will occur during regular working hours and occur on an as needed basis, but no less than one (1) time per year and at a time mutually agreed to by the Parties.

## **ARTICLE 6 – UNACCEPTABLE AND DISRESPECTFUL CONDUCT**

The Parties will follow the Lil'wat Nation process and procedures for unacceptable and disrespectful conduct as found in the Lil'wat Nation's Employee Guidebook.

## **ARTICLE 7 – HOURS OF WORK**

Employee's regular business hours are from 8:30am to 4:30pm Monday to Friday (excluding holidays). A standard workweek for regular full-time employees is thirty-five (35) hours per week consisting of seven (7) hours per day and one (1) unpaid sixty (60) minute lunch break.

Lunch break is usually between 12:00 noon and 1:00pm, or depending on the role, at a time that aligns with their work requirements (and as approved by their direct supervisor).

Overtime will be in accordance with the Lil'wat Nation Employee Guidebook and will operate as follows:

If the employee works more than eight (8) hours in a day, or forty (40) hours in a week, they will be compensated at one and one-half (1.5 x) for the extra time worked. All overtime is to be preapproved by the employee's direct supervisor.

**ARTICLE 8 - GENERAL HOLIDAYS**

**8.01 General Holidays**

A general holiday is a day designated by Lil'wat Nation, on which eligible employees are entitled to a day off with full pay, equivalent to the wages the employee would have earned at the employee's regular rate of pay/wages for the employee's normal hours of work.

The following days are designated as paid general holidays, and any other day proclaimed by the Federal Government or BC Government or by Lil'wat Nation will also be a paid general holiday.

|   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>• New Year's Day</li> <li>• BC Family Day</li> <li>• Good Friday</li> <li>• Easter Monday</li> <li>• Victoria Day</li> </ul> | <ul style="list-style-type: none"> <li>• National Indigenous People's Day</li> <li>• Canada Day</li> <li>• BC Day</li> <li>• National Day for Truth and Reconciliation</li> </ul> | <ul style="list-style-type: none"> <li>• Labour Day</li> <li>• Thanksgiving Day</li> <li>• Remembrance Day</li> <li>• Christmas Day</li> <li>• Boxing Day</li> <li>• St'at'imc Declaration Day</li> </ul> |
|---|---|---|

**8.02 Holidays Falling on a Weekend**

Where a general holiday falls on a Saturday or a Sunday, Lil'wat Nation will declare the working day immediately following the general holiday as the day off with pay.

**8.03 Holidays Coinciding with Vacation**

Where a general holiday falls during the employee's scheduled vacation leave, a holiday with pay will automatically adjust the vacation time to allow for the stat holiday.

**8.04 Working on a Holiday**

An employee who is required to work on a day on which they are entitled to general holiday pay, will be paid, in addition to their regular rate of pay for that day, at a rate equal to one and one half (1.5x) times the regular rate of pay for the time worked on that day.

**8.05 Christmas Closure**

Lil'wat Nation closes its offices and operations between/around Christmas and New Year's Day and coinciding with the closure of Xet'ólacw Community School. Employees will receive their regular pay during Lil'wat Nation's declared Christmas break. An employee who is required and authorized to work on a day during the declared Christmas break, will receive their regular pay for the day, or partial day, worked in addition to equivalent time off in lieu to be scheduled by Lil'wat Nation in consultation with the employee.

## **ARTICLE 9 - PAID VACATION**

### **9.01**

Regular full-time employees will receive the following annual paid vacation benefit:

- 15 days of annual paid vacation for their first 3 years of employment
- 20 days of annual paid vacation upon completion of their 3<sup>rd</sup> and 4<sup>th</sup> year of employment
- 25 days of annual paid vacation upon completion of their 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> years of employment
- 30 days of annual paid vacation upon completion of their 10<sup>th</sup> year of employment and all subsequent years

### **9.02**

Regular part-time employees will receive the same vacation benefits as above however vacation benefits will be pro-rated based on hours worked.

### **9.03**

Casual employees will receive four percent (4%) of their base earnings and will be paid out each pay period.

### **9.04**

Temporary employees with less than one year service will receive four percent (4%) of their base earnings and will be paid into a vacation bank.

### **9.05 Scheduling**

Employees will book their vacation according to Lil'wat Nation Employee Guidebook. Vacations will be scheduled on a "first come first serve basis".

However, should there be any conflicting dates for vacation, employees will collaborate and cooperate to resolve the conflicting dates. Ultimately, the Lil'wat Nation Employee Guidebook will be relied upon for determining scheduling.

### **9.06 Carry-Over and Pay-Out**

Lil'wat Nation recognizes that sometimes it may not be possible to take all vacation due to work demands, therefore, Lil'wat Nation Employee Guidebook provides for employees to carry-over a maximum of five (5) days into the following year and the Guidebook also explain how unused vacation may be paid out under certain circumstances.

## **ARTICLE 10 – VARIOUS LEAVES**

Employees are eligible to access the following leaves provided in the Lil'wat Nation Employee Guidebook. Lil'wat Nation's practice is to follow the Canada Labour Code requirements, where applicable.

- Wellness Leave/Personal Leave
- Extended Leave
- Cultural Leave

- Bereavement Leave
- General Unpaid
- Education Leave
- Elected Official
- Official Court or Jury Duty
- Critical Illness Leave
- Compassionate Care Leave
- Leave for disappearance or death of a child
- Leave for victims of family violence
- Leave for members of the reserve force
- Other Leaves as provided in the Lil'wat Nation Employee Guidebook

**ARTICLE 11 – MATERNITY AND PARENTAL LEAVE**

Maternity and Parental Leave will be in accordance with the Lil'wat Nation Employee Guidebook and the Canada Labour Code.

**ARTICLE 12 - SENIORITY**

**12.01**

Seniority for a regular employee, full-time or part-time, is defined as the length of the regular employee's continuous employment from the date of commencement of regular employment.

**12.02**

Seniority for regular employees will be maintained and accumulated under the following conditions:

- (a) while in receipt of Workers' Compensation benefits
- (b) absence due to maternity and/or parental leave
- (c) absence due to any paid leave for the period of the leave
- (d) absence due to the conduct of Union business
- (e) absence due to layoffs, for the first twenty (20) work days
- (f) absence due to a general unpaid leave of absence, for the first twenty (20) work days
- (g) absence while on a long-term disability claim (including the qualifying period).

For time periods in excess of those stated above, seniority will be maintained but not accumulated.

**12.03**

Once per year, Lil'wat Nation will post a seniority list indicating the name and start date of each employee and such list will be sent to the Union.

#### **12.04 Employment in Excluded Positions**

An employee temporarily substituting in an excluded position with Lil'wat Nation will continue to accumulate their seniority.

#### **12.05**

As per the Lil'wat Nation Employee Guidebook, an employee accepting a permanent position with Lil'wat Nation, which is outside the bargaining unit, will retain their bargaining unit seniority accumulated prior to the date of leaving the bargaining unit for a period of three (3) months.

### **ARTICLE 13 - PROGRESSIVE CONSEQUENCES**

Lil'wat Nation's progressive consequences process is meant to enable fair and respectful discussions and to clarify expected conduct requiring improvement or change. This process is initiated when employees conduct themselves in a manner that goes against Lil'wat Nation's stated policies, values, or how they work. Depending on the situation, it typically follows a Coaching Action Plan. Prior to any applicable disciplinary or corrective action, the Direct Supervisor (working with HR as needed) will provide coaching, feedback and guidance related to the nature and impact of the employee's conduct.

The Lil'wat Nation will copy the Union office on all correspondence to Employees relating to progressive consequences or notice of layoff.

The Lil'wat Nation will offer and make a steward available to an employee during any meeting which a written warning, suspension, or discharge is to be given to an employee.

All Employees will be given a copy of any written progressive consequence, prior to this information being placed in their file.

The Lil'wat Nation will provide an electronic copy of an Employee's complete discipline history within five (5) business days of receipt of a written request from the Union.

### **ARTICLE 14 - GRIEVANCE PROCEDURE AND ARBITRATION**

When there is a dispute regarding the interpretation, application, operation or alleged violation of this Agreement, the Union, or the Lil'wat Nation, may advance a grievance in accordance with this procedure. When the Lil'wat Nation advances a grievance, the same steps will be followed with the roles of employee and Lil'wat Nation being reversed.

#### **14.01**

The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.

##### **Step 1**

- a) As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the supervisor to whom the employee reports. The employee may choose to be accompanied by a Steward.



## Step 2

- a) Failing satisfactory settlement at Step 1, the grievance may be reduced to writing within ten (10) calendar days of response in Step 1 and submitted to the Lil'wat Nation.
- b) Upon receipt of such grievance the Lil'wat Nation will issue a written response within ten (10) calendar days.
- c) The Union will have the right to file a grievance on behalf of a member, group of members or a policy grievance directly with the Lil'wat Nation.

## Step 3

- a) Failing satisfactory settlement at Step 2, the grievance will be submitted to the Lil'wat Nation head office and a meeting to discuss the grievance will be arranged between the Grievor, Steward, Union Representatives and Lil'wat Nation Representatives at a mutually agreed to time and date.
- b) A formal response will be issued by the Lil'wat Nation to the Union's Representatives within ten (10) calendar days of the above noted meeting.
- c) If the Parties are unable to resolve the grievance at Step 3, either party may refer the grievance to arbitration.

### **14.02 Union, Discharge and Lil'wat Nation Grievances**

The Union or the Lil'wat Nation may initiate a policy or group grievance directly into Step 2. A grievance relating to termination of an employee will be commenced at Step 2.

### **14.03 Arbitration**

- a) Where a grievance has been referred to arbitration it will be settled by a single Arbitrator to mutually agreed by the Parties. If mutually agreement cannot be reached, either party may request that the Ministry of Labour appoint a single Arbitrator.
- b) Each party will share equally the expenses of the Arbitrator.
- c) The Arbitrator will have all the powers of an Arbitrator described in the applicable labour relations legislation, but for greater certainty, will not have the power to substitute any new provisions to this Agreement or to otherwise render any decision inconsistent with the terms of this Agreement.

## **ARTICLE 15 - JOB POSTING**

All vacant positions within Lil'wat Nation must first be circulated within the Mount Currie community as well as within Lil'wat Nation for at least five (5) business days prior to being posted externally. Following the internal posting positions will be posted for at least ten (10) business days. Job posting contents and consequential processes will be in accordance with Lil'wat Nation Employee Guidebook. This is designed to give current employees first priority in consideration for

new employment opportunities within the organization, and to promote applicable employees whenever possible.

In filling vacant positions, consideration will include the required qualifications and level of competence and efficiency as required by the position.

The Hiring Selection Committee when considering two or more employees in the bargaining unit and the candidates are deemed equal in their overall cultural appropriateness and fit, qualifications, skills, and abilities, and membership in the Lil'wat Nation, or an indigenous person, then seniority may be the determining factor in final selection.

**ARTICLE 16 - WORK RELATED CATEGORIES AND PROBATION**

**16.01 Categories**

This is as per the Lil'wat Nation Employee Guidebook.

|                             |  |
|-----------------------------|--|
| Casual/On-Call Employees    | Hired to fulfill short term needs on a casual, or as-needed (on-call) basis  |
| Continuous Employment       | For purpose of length of service, someone who has worked for the Nation within the last 12 months and either continues to be employed, or returns to the Nation to work within that timeframe  |
| Direct Supervisor           | For this guidebook, direct supervisor refers to the person you report <u>directly</u> to (whether that person is a Director, Supervisor, Lead, or other position)  |
| Regular Employees           | Full or part-time employees who work on a continuous basis; no pre-determined end date   |
| Regular Full-Time Employees | Employees who work no less than an average of 56 to 80 hours every 2 weeks on a continuous basis; no pre-determined end date   |
| Regular Part-Time Employees | Employees who work an average of 42 to 55 hours every 2 weeks on a continuous basis and who qualify for benefits; those who work less than 40 hours every 2 weeks on a continuous basis and who don't qualify for benefits; no pre-determined end date |
| Temporary/Term Employees    | Hired for a specific fixed term of one year or less and who do not qualify for benefits, e.g. summer students or seasonal workers  |
| Term Employees (1 year+)    | Hired for a specific fixed term of more than one year and who do qualify for benefits  |

**16.02 Probation**

In accordance with Lil'wat Nation Employee Guidebook, all new employees will undergo a probationary period, which will generally last for ninety (90) days. Upon satisfactory completion of the probationary period, the employee will become eligible for benefits.

Once employees have successfully passed probation their seniority will be acknowledged as their first day of hire.

By mutual agreement between the Parties, probationary period may be extended. During the probationary period, Lil'wat Nation or the employee may terminate the working relationship without cause and/or without advance notice, except as prescribed by law.

## **ARTICLE 17 - JOB DESCRIPTIONS**

Lil'wat Nation will prepare job descriptions that contain title, wage level, duties, qualifications, and other pertinent information. Employees shall have access to their current job descriptions. When Lil'wat Nation creates a new position or makes a significant change to current position, a new job description will be reviewed between the employee and their direct supervisor. Once the job description is finalized it will be shared with the Steward.

## **ARTICLE 18 - WELLNESS AND SICK LEAVE**

### **18.01**

Lil'wat Nation provides wellness days and sick leave. These leaves are accrued separately but may be used to support an employee's need to be away from work.

### **18.02 Wellness**

Wellness leave is intended to care for children or family members; attend to associated family responsibilities; and/or address any wellness matter concerning themselves or their family members. Wellness leave is not meant to be used as personal sick time or medical appointments (sick time is designated for that).

During their first year of employment, and reset each calendar year, they will receive wellness days as follows:

|   |   |
|---|---|
| <b>New hires</b>                        | Employees will receive their full allotment of 3 to 5 (as applicable to their role/work category) wellness days per year following 3 months of employment |
| <b>Full-time employees</b>              | Employees will receive their full allotment of 5 wellness days per year following 3 months of employment  |
| <b>Part-time &amp; casual employees</b> | Employees will receive their full allotment of 3 wellness days per year based on their average hours worked in the past two pay periods                   |

### **18.03 Sick Leave**

Lil'wat Nation Employee Guidebook sick leave provision in the employee policies is to meet or exceed the Canada Labour Code requirements. In summary, the Code indicates:

Employees are entitled to sick leave with pay, this includes full-time, part-time, casual, and fixed-term contract employees. An employee may take leave with pay for the following reasons:

- personal illness or injury, or
- organ or tissue donation from the employee, or
- medical appointments for the employee during working hours, or
- quarantine of the employee

Employees will earn three (3) days of leave with pay after completing their initial thirty (30) days of employment and will continue to accrue 3.5 hours per pay period or one (1) day per month of continuous employment up to a maximum of ten (10) days per year.

#### **18.04 Calculation**

For non-full-time employees, the amount paid for each sick day is calculated based on average of their daily earnings (not including overtime) for the twenty (20) days immediately before the leave.

#### **18.05 Carry-Over**

Employee will carry over any unused days with pay to the following year in the beginning of the new year. The maximum amount an employee may have accrued at any time is fifteen (15) days.

### **ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY**

#### **19.01 Statutory Compliance**

The Parties commit to establishing a culture of health and safety at work. Lil'wat Nation and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices. There will be compliance with all applicable statutes and regulations, including the *Canada Labour Code* and the *Canada Health and Safety Regulations*.

#### **19.02 General**

Lil'wat Nation acknowledges and supports the right of all employees to work in a healthy and safe environment and will exercise their obligation or duty to ensure that the health and safety of employees is protected. Lil'wat Nation will develop, manage and implement a comprehensive health and safety program to administer the health and safety affairs of Lil'wat Nation and the rights of employees. Lil'wat Nation Employee Guidebook contains additional information including employees' basic rights which are:

- The rights to refuse unsafe work.
- The right to participate in the workplace as a health and safety representative.
- The right to know or be informed about actual and potential health and safety hazards.

#### **19.03 Occupational Health and Safety Committee**

The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee will govern itself in accordance with the provisions of Workers' Compensation Act. The Committee will be comprised supervisory representatives and worker representatives in equal numbers. Lil'wat Nation agrees to provide the Committee adequate orientation and training to the duties and responsibilities of Committee members to allow them to fulfil those duties. All minutes of the Committee meetings will be recorded in a mutually agreeable format and shared within the Committee.

### **ARTICLE 20 - LAYOFF AND RECALL**

Principle: unless mutually agreed-to between Lil'wat Nation and the Union, the Parties will refrain from the practice of bumping during layoff, due to the potential complications it may present in terms of staffing and the level of service to the Lil'wat Nation community.

Step 1: where layoff/downsizing is imminent, Lil'wat Nation may offer selected employees a severance package that includes at least twice (2x) the applicable severance pay under the BC Employment Standards Act. All employees will be offered the severance and the opportunity to accept, until the desired downsizing level has been achieved.

Step 2: if Step 1 does not achieve the desired downsizing level, then the remaining employees will be provided with layoff notice, starting with employee with least seniority, providing that employees with more seniority are able to perform all the duties as determined and required by Lil'wat Nation.

An employee in Step 2 may:

- (1) choose the severance offer as per Step 1, or
- (2) choose to receive the minimum legal notice requirement under the BC Employment Standards Act or Canada Labour Code (whichever is greater) and be placed on the recall list for twelve (12) months. Employees on the recall list will be recalled in order of seniority provided they are able to perform the work for which they are being recalled.

## **ARTICLE 21 - GENERAL PROVISIONS**

### **21.01 College of Nurses Registration**

Where membership in a professional organisation is a bona fide requirement, Lil'wat nation will pay for all the required annual memberships and fees (e.g. BCCNM fees).

### **21.02 Vehicle and Mobile Phone Allowances**

The Lil'wat Nation offers cell phone allowance for some positions and matches government travel for work related travel (including vehicle allowance) and these will be reimbursed as per the current Finance Policy.

## **ARTICLE 22 - EXTENDED HEALTH AND PENSION PLANS**

### **22.01 Medical and Extended Health and Dental**

Lil'wat Nation provides an extended health and dental plan and pays eighty percent (80%) of plan premiums. Regular employees working a minimum of twenty (20) hours per week are eligible on the first day following three (3) months of continuous employment. Dependent children are eligible from birth to age 21, or 25 if a full-time student at a recognized educational institution.

Please see Appendix B for a summary of health benefits.

Lil'wat Nation may opt to change benefits providers to maintain or improve benefit coverages. If Lil'wat Nation contemplates having to reduce benefit coverages, Lil'wat Nation will inform the employees and the Union in advance as soon as possible.

### **22.04 Matching Pension Plan**

Lil'wat Nation provides a defined contribution matching pension plan. Employees contribute five point five percent (5.5%) of their earnings into their plan, and Lil'wat Nation contributes equally by matching the five point five percent (5.5%). The contribution rate for the Nurse Manager position

and Home Care Manager position: seven percent (7.0%) of their earnings into their plan, and Lil'wat Nation contributes equally by matching the seven percent (7.0%).

Regular employees participate in accordance with Lil'wat Nation Employee Guidebook. Regular full-time employees who have completed three (3) months of employment will participate in the pension plan. Regular part-time employees who have completed two (2) years of continuous employment and earned thirty-five per cent (35%) of yearly maximum pensionable earnings in each of the two consecutive calendar years, may participate in the pension plan.

## **ARTICLE 23 - WAGES AND COMPENSATION**

### **23.01 General Wage and Increases**

The Parties agree for the duration of this agreement and until its renewal to follow the BCNU (NBA-HEABC) Collective Agreement for wage rates for the non-manager positions. All wage increases which adhere to the BCNU (NBA-HEABC) Collective Agreement will be retroactive to same dates as per the effective BCNU (NBA-HEABC) Collective Agreement.

The April 1, 2024 wage schedules are in Appendix C.

### **23.02 Increment Steps and Recognition Pay**

As determined by Lil'wat Nation, increment steps as follows will be granted to the employee for their nursing experience. Increases through the incremental pay steps will occur annually subject to a successful performance evaluation. Provided the employee's annual performance review is successful, an employee will increase one (1) annual increment step for each (1) year of experience.

#### **Professional Education recognition**

Time spent in a profession-related education program, while employed with Lil'wat Nation, and which are mutually acceptable between the parties, will be counted as experience. Employee will be placed on their correct increment steps in accordance with the above.

#### **Recognition Pay**

For employees to receive recognition pay as per the BCNU (NBA-HEABC) Collective agreement, employees will need to furnish records demonstrating their hours worked in nursing in Canada. Acceptable records include Record of Employment or official payroll reports from past employers which clearly delineate total hours worked as a nurse (e.g. Employment Insurable hours). These hours will include maternal and parental leave as hours worked. Time spent in a profession-related education program, while employed with Lil'wat Nation or with prior employment, and which are mutually acceptable between the parties, will be counted as experience.

**23.03 Wage Schedules for Nurse Manager and Home Care Manager**

| Increments | April 1, 2023<br>current | April 1, 2024<br><br>(2% + 1%)<br>= 3% | April 1, 2025<br><br>Follow<br>BCNU<br>GWI/COLA | April 1, 2026<br><br>Follow<br>BCNU<br>GWI/COLA | April 1, 2027<br><br>Follow<br>BCNU<br>GWI/COLA | April 1, 2028<br><br>Follow<br>BCNU<br>GWI/COLA |
|------------|--------------------------|--|---|---|---|---|
| Level 1    | 85,685.60                | 88,256.17                              |   |   |   |   |
| Level 2    | 89,635.00                | 92,324.05                              |   |   |   |   |
| Level 3    | 93,584.40                | 96,391.93                              |   |   |   |   |
| Level 4    | 97,533.80                | 100,459.81                             |   |   |   |   |
| Level 5    | 101,483.20               | 104,527.70                             |   |   |   |   |
| Level 6    | 105,432.60               | 108,595.58                             |   |   |   |   |
| Level 7    | 109,382.00               | 112,663.46                             |   |   |   |   |
| Level 8    | 113,331.40               | 116,731.34                             |   |   |   |   |
| Level 9    | 117,280.80               | 120,799.22                             |   |   |   |   |

**23.04 Degree Allowance**

Lil’wat Nation will maintain current practice and provide the employee a monthly degree allowance of either one hundred dollars (\$100) per month for their bachelor’s degree or one hundred twenty-five dollars (\$125) per month for their master’s degree. If an employee has both degrees, they will receive the allowance for the master’s degree.

**23.05 Hourly Premium**

All employees covered under this Collective Agreement including Nurse Manager and Home Care Manager will receive a premium of \$2.15 per hour for each paid hour. For this Agreement, this takes effective April 1, 2024. This premium may be renewed by mutual agreement by the Parties upon renewal of this agreement.

**23.06 Pay Slip and Deductions**

Lil’wat Nation shall remit to the employee an electronic pay slip with all the information to allow them to check the computation of their wage. Lil’wat Nation may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.

**ARTICLE 24 - NO STRIKE OR LOCKOUT**

During the term of this Agreement the Union agrees that there will be no strike, or job action which constitutes a strike, and Lil’wat Nation agrees that there will be no lockout of its employees bound by this Agreement.

**ARTICLE 25 - TERM OF AGREEMENT**

This Collective Agreement will be effective from June 12, 2024 to June 21, 2028 and will remain in force and be binding upon the Parties until a new Collective Agreement has been ratified.

## APPENDIX A - RESOURCES

Free information:

<https://www.fnha.ca/Documents/FNHA-First-Responders-and-Trauma-Informed-Care.pdf>

<https://www.fnha.ca/Documents/FNHA-Cultural-Safety-and-Humility-Key-Drivers-and-Ideas-for-Change.pdf>

<https://www.fnha.ca/what-we-do/cultural-safety-and-humility>

<https://trauma-informed.ca/what-is-trauma/indigenous-trauma-and-healing/>

[In-Plain-Sight-Summary-Report.pdf \(gov.bc.ca\)](#)

[Final Report | MMIWG \(mmiwg-ffada.ca\)](#)

[FNHA-Territory-Acknowledgements-Information-Booklet.pdf](#)

Cost:

<https://www.cultivatingsafespaces.com/>

<https://www.ictinc.ca/training/working-effectively-with-indigenous-peoples>



## **APPENDIX B - EMPLOYEE BENEFITS PLAN SUMMARY**

This Appendix and the following summary of extended health care and dental benefits is provided only as a summary for employees. This Appendix cannot be relied upon for application nor interpretation of the collective agreement. As per Article 22 benefit levels may change from time to time. Please contact Human Resources to determine the most up to date and accurate benefit levels.

Errors and omissions excepted

### **ELIGIBILITY (WAITING PERIOD FOR BENEFITS)**

Permanent employees working a minimum of 20 hours per week are eligible on the first day following 3 months of continuous employment. Dependent children are eligible from birth to age 21, or 25 if a full time student at a recognized educational institution.

### **EMPLOYEE LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)**

Employee Life: 2x annual earnings to a maximum of \$300,000. No Medical Evidence required.  
Employee AD&D: Amount equal to Employee Life. Includes schedule of benefits for injury resulting in loss of sight, loss of limbs, etc. Benefits reduce by 50% at age 65 and terminate at age 70 or earlier retirement.

### **DEPENDENT LIFE INSURANCE**

Spouse \$10,000 Children \$5,000

### **LONG-TERM DISABILITY**

Benefit Amount 66 2/3% of monthly earnings  
Maximum Benefit \$7,400 per month  
Waiting period for benefits 112 days  
Maximum Benefit period to Age 65  
Tax Status Taxable, unless income is exempt from income taxes  
Termination Age Age 65

### **DENTAL CARE**

Benefit Year: January 1st to December 31st  
Deductible: Nil  
Reimbursement: 100% Basic dental (Cleaning, check-ups, fillings, extractions etc.)  
Status Employees with Status Dependents: Initial pay 20%, remainder coordinated with FNHA  
70% Major dental (Crowns, bridges, dentures etc.)  
60% Orthodontics (Children between ages 6 to 18 when treatment starts)  
Maximums: \$2,000 combined for Basic and Major dental services per benefit year  
\$3,000 Orthodontics lifetime

Termination: Retirement (no age limit)

### **EXTENDED HEALTH CARE**

Benefit Year: January 1st to December 31st  
Deductible: Nil

Reimbursement: 100% Out-of-Province Emergency  
80% Prescription Drugs (Status Employees are Subject to Pharmacare Plan W Integration)  
80% All Other Eligible Expenses  
Prescription Drugs (Generic): Unlimited maximum, subject to Fair Pharmacare deductible. Register for Fair Pharmacare on the Health Insurance BC website.

Hospital Coverage: Semi-private accommodation  
Home Nursing Care: \$5,000 for a maximum of 12 months per condition  
Emergency Travel Assistance: Includes medical emergency coverage inside/outside Canada  
Paramedical Services: Licensed, certified, or registered practitioner, to a maximum of \$500 per practitioner, per year:  
Acupuncturist, Audiologist, Chiropractor, Massage Therapist, Naturopath, Osteopath, Physiotherapist,  
Athletic Therapist (\$100), Podiatrist/Chiropodist (combined), Foot-care Nurse, Speech Therapist, Licensed, certified or registered practitioner, to a maximum of \$2,000 per practitioner, per year:  
Psychologist/Social Worker/Registered Clinical Counsellors/Psychotherapists/CCC's combined.  
Eye Exam: 1 Eye Exam every 2 years  
Vision Care: \$250 every 2 years  
Medical Equipment: Eligible items for purchase or rental (see booklet for details)  
Second Opinion Services: Included (Teladoc)  
Consult + Virtual Care: Included  
Termination: Retirement (no age limit)

### **EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)**

Homewood Health  
Immediate and confidential support to help resolve work, health, and life challenges. Please call 1.800.663.1142 or visit [www.homeweb.ca](http://www.homeweb.ca) for more information on the services available under the EFAP program. To register online, you will be required to enter the following information:

Company Name: Lil'wat Nation  
Invitation Code (one-time): LN7822

### **OPTIONAL LIFE INSURANCE**

Available in nits of \$10,000 to a maximum of \$500,000 for you or your spouse, subject to approval of evidence of insurability.

**APPENDIX C – WAGE SCHEDULES**

**E&OE**

| <b>April 1st 2024</b>             | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>(2.0% GWI &amp; 1.0% COLA)</b> | <b>First</b>     | <b>Second</b>    | <b>Third</b>     | <b>Fourth</b>    | <b>Fifth</b>     | <b>Sixth</b>     | <b>Seventh</b>   | <b>Eighth</b>    | <b>Ninth</b>     | <b>Tenth</b>     |
|                                   | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      |
| <b>Level 1 (LPN)</b>              | \$ 32.84         | \$ 33.78         | \$ 34.50         | \$ 35.48         | \$ 36.46         | \$ 37.44         | \$ 38.42         | \$ 39.40         | \$ 40.38         | \$ 41.35         |
| <b>Recognition Pay</b>            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>15 Yrs/29,250 Hrs</b>          | \$ 33.36         | \$ 34.30         | \$ 35.02         | \$ 36.00         | \$ 36.98         | \$ 37.96         | \$ 38.94         | \$ 39.92         | \$ 40.90         | \$ 41.87         |
| <b>20 Yrs/39,000 Hrs</b>          | \$ 34.13         | \$ 35.07         | \$ 35.79         | \$ 36.77         | \$ 37.75         | \$ 38.73         | \$ 39.71         | \$ 40.69         | \$ 41.67         | \$ 42.64         |
| <b>25 Yrs/48,750 Hrs</b>          | \$ 35.16         | \$ 36.10         | \$ 36.82         | \$ 37.80         | \$ 38.78         | \$ 39.76         | \$ 40.74         | \$ 41.72         | \$ 42.70         | \$ 43.67         |
| <b>30 Yrs/58,500 Hrs</b>          | \$ 36.45         | \$ 37.39         | \$ 38.11         | \$ 39.09         | \$ 40.07         | \$ 41.05         | \$ 42.03         | \$ 43.01         | \$ 43.99         | \$ 44.96         |
| <b>Level 2 (LPN)</b>              | \$ 34.20         | \$ 35.18         | \$ 35.94         | \$ 36.92         | \$ 37.90         | \$ 38.88         | \$ 39.86         | \$ 40.84         | \$ 41.82         | \$ 42.79         |
| <b>Recognition Pay</b>            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>15 Yrs/29,250 Hrs</b>          | \$ 34.72         | \$ 35.70         | \$ 36.46         | \$ 37.44         | \$ 38.42         | \$ 39.40         | \$ 40.38         | \$ 41.36         | \$ 42.34         | \$ 43.31         |
| <b>20 Yrs/39,000 Hrs</b>          | \$ 35.49         | \$ 36.47         | \$ 37.23         | \$ 38.21         | \$ 39.19         | \$ 40.17         | \$ 41.15         | \$ 42.13         | \$ 43.11         | \$ 44.08         |
| <b>25 Yrs/48,750 Hrs</b>          | \$ 36.52         | \$ 37.50         | \$ 38.26         | \$ 39.24         | \$ 40.22         | \$ 41.20         | \$ 42.18         | \$ 43.16         | \$ 44.14         | \$ 45.11         |
| <b>30 Yrs/58,500 Hrs</b>          | \$ 37.81         | \$ 38.79         | \$ 39.55         | \$ 40.53         | \$ 41.51         | \$ 42.49         | \$ 43.47         | \$ 44.45         | \$ 45.43         | \$ 46.40         |
| <b>April 1st 2024</b>             | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> | <b>Increment</b> |
| <b>(2.0% GWI &amp; 1.0% COLA)</b> | <b>First</b>     | <b>Second</b>    | <b>Third</b>     | <b>Fourth</b>    | <b>Fifth</b>     | <b>Sixth</b>     | <b>Seventh</b>   | <b>Eighth</b>    | <b>Ninth</b>     | <b>Tenth</b>     |
|                                   | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      | <b>Year</b>      |
| <b>Level 3 (RN/RPN)</b>           | \$ 41.42         | \$ 43.00         | \$ 44.58         | \$ 46.20         | \$ 47.82         | \$ 49.44         | \$ 51.06         | \$ 52.68         | \$ 54.29         | \$ 55.91         |
| <b>Recognition Pay</b>            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>15 Yrs/29,250 Hrs</b>          | \$ 41.94         | \$ 43.52         | \$ 45.10         | \$ 46.72         | \$ 48.34         | \$ 49.96         | \$ 51.58         | \$ 53.20         | \$ 54.81         | \$ 56.43         |
| <b>20 Yrs/39,000 Hrs</b>          | \$ 42.71         | \$ 44.29         | \$ 45.87         | \$ 47.49         | \$ 49.11         | \$ 50.73         | \$ 52.35         | \$ 53.97         | \$ 55.58         | \$ 57.20         |
| <b>25 Yrs/48,750 Hrs</b>          | \$ 43.74         | \$ 45.32         | \$ 46.90         | \$ 48.52         | \$ 50.14         | \$ 51.76         | \$ 53.38         | \$ 55.00         | \$ 56.61         | \$ 58.23         |
| <b>30 Yrs/58,500 Hrs</b>          | \$ 45.03         | \$ 46.61         | \$ 48.19         | \$ 49.81         | \$ 51.43         | \$ 53.05         | \$ 54.67         | \$ 56.29         | \$ 57.90         | \$ 59.52         |
| <b>Level 4 (RN/RPN)</b>           | \$ 49.20         | \$ 50.75         | \$ 52.30         | \$ 53.89         | \$ 55.48         | \$ 57.08         | \$ 58.68         | \$ 60.28         | \$ 61.87         | \$ 63.47         |
| <b>Recognition Pay</b>            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>15 Yrs/29,250 Hrs</b>          | \$ 49.72         | \$ 51.27         | \$ 52.82         | \$ 54.41         | \$ 56.00         | \$ 57.60         | \$ 59.20         | \$ 60.80         | \$ 62.39         | \$ 63.99         |
| <b>20 Yrs/39,000 Hrs</b>          | \$ 50.49         | \$ 52.04         | \$ 53.59         | \$ 55.18         | \$ 56.77         | \$ 58.37         | \$ 59.97         | \$ 61.57         | \$ 63.16         | \$ 64.76         |
| <b>25 Yrs/48,750 Hrs</b>          | \$ 51.52         | \$ 53.07         | \$ 54.62         | \$ 56.21         | \$ 57.80         | \$ 59.40         | \$ 61.00         | \$ 62.60         | \$ 64.19         | \$ 65.79         |
| <b>30 Yrs/58,500 Hrs</b>          | \$ 52.81         | \$ 54.36         | \$ 55.91         | \$ 57.50         | \$ 59.09         | \$ 60.69         | \$ 62.29         | \$ 63.89         | \$ 65.48         | \$ 67.08         |
| <b>Level 5 (RN/RPN)</b>           | \$ 52.39         | \$ 53.93         | \$ 55.48         | \$ 57.07         | \$ 58.67         | \$ 60.26         | \$ 61.86         | \$ 63.46         | \$ 65.05         | \$ 66.65         |
| <b>Recognition Pay</b>            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>15 Yrs/29,250 Hrs</b>          | \$ 52.91         | \$ 54.45         | \$ 56.00         | \$ 57.59         | \$ 59.19         | \$ 60.78         | \$ 62.38         | \$ 63.98         | \$ 65.57         | \$ 67.17         |
| <b>20 Yrs/39,000 Hrs</b>          | \$ 53.68         | \$ 55.22         | \$ 56.77         | \$ 58.36         | \$ 59.96         | \$ 61.55         | \$ 63.15         | \$ 64.75         | \$ 66.34         | \$ 67.94         |
| <b>25 Yrs/48,750 Hrs</b>          | \$ 54.71         | \$ 56.25         | \$ 57.80         | \$ 59.39         | \$ 60.99         | \$ 62.58         | \$ 64.18         | \$ 65.78         | \$ 67.37         | \$ 68.97         |
| <b>30 Yrs/58,500 Hrs</b>          | \$ 56.00         | \$ 57.54         | \$ 59.09         | \$ 60.68         | \$ 62.28         | \$ 63.87         | \$ 65.47         | \$ 67.07         | \$ 68.66         | \$ 70.26         |

**APPENDIX D – MEMORANDUM OF AGREEMENT BETWEEN LIL’WAT NATION AND BC NURSES’ UNION**

June 12, 2024

Re: Rate Increases Effective April 1, 2024

During the 2024 collective bargaining, Lil’wat Nation has identified a need for increment steps adjustments to align with internal practices on a go forward basis. As consideration, Lil’wat Nation will provide employees an hourly premium of \$2.15 effective on and retroactive to April 1, 2024, and to be paid upon ratification between the Parties.

| Name             | Increment Step<br>April 1, 2024 | Hourly Rate (3%<br>increase as per<br>BCNU (NBA-HEABC)<br>Collective<br>Agreement)<br>April 1, 2024 | Hourly Premium<br>April 1, 2024 | Total Hourly Rate<br>of Pay<br>April 1, 2024 |
|------------------|---------------------------------|---|---------------------------------|--|
| Patricia Bobb    | Level 1, Year 8                 | \$39.40   | \$2.15                          | \$41.55                                      |
| Gillian Hawkes   | Level 3, Year 2                 | \$43.00   | \$2.15                          | \$45.15                                      |
| Christine Peters | Level 3, Year 9                 | \$54.29   | \$2.15                          | \$56.44                                      |
| Patricia Zant    | Level 3, Year 10                | \$55.91   | \$2.15                          | \$58.06                                      |

**SIGNATURES OF THE PARTIES**

*PLEASE PRINT NAME AND SIGN*

| <b>Signed for Lil'wat Nation:</b>                            | <b>Signed for BC Nurses' Union:</b>  |
|--|--|
|  |  |
| <b>Kerry Mehaffey</b><br><i>Chief Administrative Officer</i> | <b>William Hwang</b><br><i>Labour Relations Officer – Independent Bargaining</i> |
|  |  |
| <b>Sassy Psenak</b><br><i>Human Resources Manager</i>        | <b>Patricia Zant</b><br><i>Bargaining Committee Member</i>                       |
| <b>Date:</b>   | <b>Date:</b>   |

