

COLLECTIVE AGREEMENT

BETWEEN

BEVAN LODGE

- AND -

THE BRITISH COLUMBIA NURSES' UNION

TERM OF AGREEMENT

JANUARY 1, 2007 TO DECEMBER 31, 2009

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PREAMBLE

The parties wish to make provision herein for the orderly and speedy consideration and settlement of all matters of collective bargaining and of mutual interest, including, but not limited to wages, hours, working conditions, the resolution of grievances and the development of mutually beneficial and harmonious relations with respect to the employees of the Employer for whom the Union has been certified as the bargaining agent.

It is also agreed by the parties to this agreement that an efficient operation, and a high standard of service, must be maintained.

ARTICLE 1 — NON-DISCRIMINATION

1.01 Non-Discrimination

- A) The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia.
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
- C) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment in the workplace.

1.02 Harassment

- A) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The Parties agree to foster and promote such an environment.

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer shall register the complaint in writing to the Administrator/Director of Care, either directly or through the Union. The Administrator/Director of Care shall deal with the complaint in a confidential manner.

- B) Harassment is defined as:
Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted. Such behaviour could include, but is not limited to:
 - i) physical threats or intimidation;
 - ii) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - iii) distribution or display of offensive pictures or materials

The Administrator/Director of Care shall investigate the allegations and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

Unresolved complaints of harassment under this provision may be submitted by the Parties to the investigator under Article 1.04. If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint. The complainant shall have access to the Grievance Procedure as per Article 7 of the Collective Agreement and/or may file a Human Rights Complaint.

- C) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- D) The parties agree that substantiated cases of harassment shall be cause for discipline, up to and including dismissal.
- E) Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

1.03 Sexual Harassment

- A) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment by other employees.
- B) Sexual Harassment is defined as:
Sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome giving consideration to all surrounding circumstance and which may detrimentally affect the work environment.

Such behaviour could include, but is not limited to:

- a) Unwanted sexual invitations
 - b) Distribution or display of sexual or offensive pictures or material
 - c) Unwanted physical sexual contact such as touching or patting.
- C) An employee, allegedly being harassed, shall register the complaint in writing to the Administrator/Director of Care either directly or through the Union, who are required to respond to the Administrator/Director of Care forthwith. The Administrator/Director of Care shall deal with the complaint in a confidential manner. The Administrator/Director of Care shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The Parties agree that substantiated cases of sexual harassment shall be cause for discipline, up to and including dismissal.

Unresolved complaints under this provision shall be dealt with in the same manner as in 1.02 above.

1.04 Investigator

- A) Where a complaint remains unresolved after completion of the process under Article 1.02 or 1.03, the Parties shall refer the matter to a mutually agreeable arbitrator who shall:

Investigate the matter and make written recommendations to resolve the complaint within five (5) days of the date of the request.

- B) If the Employer fails to act upon the agreed recommendations from the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision not to do so shall not be determinative of the complaint.

Any party to the complaint shall then have recourse through the Grievance Procedure and/or Human Rights Act.

ARTICLE 2 — DEFINITIONS

“Employer” means Bevan Lodge Corporation.

“Union” means the British Columbia Nurses’ Union (BCNU).

“Bargaining Unit” is the unit comprised of all employees of the Employer described in Article 4.01.

“Certification” means the Certification awarded by the Labour Relations Board of British Columbia to the British Columbia Nurses’ Union.

“Employee” means any person covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts) to the British Columbia Nurses’ Union.

“Calendar Year” means a period of twelve (12) consecutive months commencing on the first (1st) of January.

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

“Increment Step” means the annual graduation of hourly wages within a classification as set out in Article 47 — Wage Schedules.

“Non-Registered Nurse” means a nurse who is a graduate of an approved nursing program recognized by the Registered Nurses’ Association of BC or the Registered Psychiatric Nurses’ Association of BC, and who is either:

- a) currently licensed with one of the Associations; or
- b) in receipt of a temporary license from one of the Associations prior to licensure; or
- c) in receipt of an interim permit from one of the Associations prior to registration.

“Registered Nurse” means a nurse who is a graduate of an approved nursing program and who is currently registered as a member of one of the Associations.

“Steward” means an employee within the Employer’s service elected or appointed by the Union or its members to represent the Union and its members.

“Common-Law Spouse” means one of two (2) people who have co-habitated as spousal partners for a period of not less than two (2) years.

“Evening Shift” means a shift in which the major portion occurs between 1530 and 2330 hours.

“Night Shift” means a shift in which the major portion occurs between 2330 hours and 0730 hours.

“Shift Pattern” means the combination of days worked and days off.

“Transfer” means a move from one position to another position with the same salary.

“Union Representative” means a paid employee of the Union.

ARTICLE 3 — MANAGEMENT RIGHTS

The management of the Employer’s business and the direction of the employees including their hiring, firing, promotion is vested exclusively with the Employer except as may be otherwise specifically provided in this agreement. Without limiting the generality of the above, it is the Employer’s right to:

- A) establish standards, policies, and procedures not inconsistent with the provisions of the Agreement. A copy shall be supplied to the Union committee in advance of the new policy or amendment becoming effective. Any new policy or amendments will then be communicated to employees, with a copy posted on the employees’ bulletin board.
- B) maintain efficiency.
- C) plan, direct and control the work of the employees which includes the introduction of new and improved methods, and the operation of the Retirement Community.

ARTICLE 4 — UNION RIGHTS AND RECOGNITION

4.01 Union Recognition

- A) The Employer recognized the Union as the exclusive bargaining agent for all employees for whom the Union has been certified, and this agreement applies to those employees who are included within the bargaining unit for which the Union is the certified bargaining agent.
- B) The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

4.02 Union Membership

The employees in the bargaining unit shall have the option of:

- A) applying for membership in the Union; which membership they shall maintain, or

- B) not applying for membership in the Union but, as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union dues and assessments and shall be deemed to have made an irrevocable assignment.

Employees who are brought within the bargaining unit, including newly-hired employees, shall become members of the Union within thirty (30) calendar days after their initial date of employment in the bargaining unit and shall maintain membership in good standing as a condition of continuing employment.

Such employees shall, as a condition of continuing employment, authorize the deduction from their pay cheques of the amount of the initiation fees, Union dues, levies, and assessments payable to the Union by a member of the Union.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain the authorization for a deduction from their pay cheques of the amount of initiation fees, Union dues, levies, and assessments, as required above, shall be terminated by the Employer from their employment.

4.03 Union Check-Off and Induction

Effective date of ratification, the Employer agrees to the monthly check-off of Union dues, assessments, initiation fees and written assignments or amounts equal to Union dues, provided there are sufficient wages owing the employee to cover deductions.

The Employer will provide the Union with a list of employees from whom the deductions were made and the amount deducted from each employee.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of continued employment, employees shall sign a wage assignment covering such deductions.

The Employer shall show Union Deductions on the Employees' T4.

The Employer agrees to sign into the Union all new employees whose jobs are in the bargaining unit, in accordance with the Union Membership provisions.

4.04 New Employee Orientation

At the time of hire, the Employer will provide the new employee with a copy of the Collective Agreement and the names of the Stewards.

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, the Employer shall photocopy sufficient copies of the Agreement for distribution to employees, within four (4) months from the date of signing of this Agreement.

The Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired at some point during the employee's orientation period. Such meetings may involve more than one (1) new hire.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

The Employer will provide the Union with a monthly list of new and terminated employee(s) (if applicable at that month) and the list shall specify the status of the employee.

4.05 Individual Agreement

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively, which conflicts with the terms and conditions of this Agreement.

4.06 Union Representative Visits

The Union shall inform the Employer in advance whenever the designated representatives intend to visit the Employer's premises for the purposes of conducting business.

4.07 Stewards

A) Recognition of Stewards

The Employer recognizes employees who are designated by the Union as Stewards to act on behalf of the employees.

B) The Union shall supply the Employer with a list of the names of the Stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

C) Duties and Responsibilities

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

- i) investigating complaints of an urgent matter, and
- ii) investigating grievances, and
- iii) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- iv) supervising ballot boxes and other related functions during ratification votes, and
- v) attending meetings called by management, and
- vi) accompanying an employee, at her request, at a meeting called by the employer, where disciplinary action is anticipated, and
- vii) meeting with new employees as a group during the orientation program, and
- viii) acting appointees to the Union/Management Committee.

D) Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

- i) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- ii) make every endeavour to complete their business in as short a time as possible, and
- iii) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

4.08 Bulletin Board

The Employer will provide space on bulletin boards for the use of the Union.

4.09 Employer's Business

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their hourly rate for the time periods as required.

ARTICLE 5 — NO STRIKES OR LOCKOUT

5.01

There shall be no strikes or lockout during the currency of the Collective Agreement.

5.02

Subject to the requirements of the appropriate legislation, if any employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line established by other employees, the employee will not be subject to disciplinary action by the Employer, and will be considered to be absent without pay.

ARTICLE 6 — UNION/MANAGEMENT COMMITTEE

6.01 Composition of Committee

A Union/Management Committee shall be established. The Employer and the Union shall each appoint a minimum of one (1) and a maximum of two (2) representatives to the Union/Management Committee.

6.02 Chairmanship

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

6.03 Meetings

Meetings of the Committee shall be held at the call of the Chairman as promptly as possible upon request in writing of either party. Regular meetings will be held no less than every four (4) months.

6.04 Purpose of the Committee

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern. The Committee shall have the power to make recommendations to the Union and to the Employer.

6.05 Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

ARTICLE 7 — GRIEVANCES

7.01 Discussion of Differences

It is recognized that grievances may arise during the life of this Agreement concerning the interpretation, application, operation, or alleged violation of the Collective Agreement, including the question of whether the matter is arbitrable. The parties will attempt to resolve these grievances through the following process, and the employee(s) will continue to work in accordance with the Agreement until the difference is resolved.

7.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 7.01, other than for the suspension or dismissal of employees:

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the Steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a Steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the Steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the Steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit). Within a further seven (7) calendar days of the Step 3 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter and/or arbitration.

7.03 Amending Time Limits

If the time limits in the three stages of Article 7.02 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

7.04 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination or suspension.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 7.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

7.05 General Application Dispute

If the difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party shall submit a written grievance to the other party within fourteen (14) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 or Article 7.01 shall apply.

7.06 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure, the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Steward or the Union.

ARTICLE 8 — ARBITRATION**8.01**

The Union will notify the Employer of its intent to arbitrate and its appointee to the Arbitration Board. The Employer will, within seven (7) calendar days, notify the Union of its appointee to the Arbitration Board.

8.02

The two appointees will, within seven (7) calendar days, attempt to select a third person to act as Chairperson from the list of arbitrators set out below. By mutual agreement, the parties shall select a Chairperson. If the two appointees fail to agree upon a Chairperson within seven (7) day period, either party may request the Minister of Labour of British Columbia to make the appointment.

8.03

Each party will be responsible for the expenses of its appointee. The expenses of the Chairperson or the single arbitrator will be shared equally between the parties.

8.04

By mutual agreement, the parties may elect for a single arbitrator in place of the Arbitration Board established in this Article. Selection of the arbitrator shall be done by the parties.

8.05

A Board of Arbitration established under this Article of the Collective Agreement shall endeavour, within twenty (20) days from the completion of the hearings, to render a decision.

8.06 Time Limits

Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties. However, should the Union fail to present a grievance at any step within the time limits set out in the procedure, the grievance shall be deemed to be abandoned.

8.07 Expedited Arbitration

- A) Either may advance a grievance to expedited arbitration.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.
- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, shall be mutually agreed upon.
- L) The expedited arbitrator shall have the same power and authority as an arbitration board established under the provisions of this Agreement.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

8.08 Industry Troubleshooter

Unless mutually agreed otherwise, disputes may be referred to the Industry Troubleshooter only after the completion of Step 3 of the grievance procedure.

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, operation, or alleged violation of this Agreement, including any

question as to whether a matter is arbitrable, during the term of the Collective Agreement, a troubleshooter agreed to by the parties, shall at the request of either party:

- A) investigate the difference;
- B) define the issue in the difference, and
- C) make written recommendations to resolve the difference.

Within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

8.09

In the event the parties are unable to agree on any Industry Troublesooter within a period of thirty (30) days from the date of signing this Collective Agreement, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

8.10

Failing settlement at this step, the grievance may be referred to arbitration.

ARTICLE 9 — DEFINITION OF EMPLOYEE STATUS

9.01

For the purpose of this Article, “regularly scheduled” means any combination of shifts scheduled in advance and issued by the Employer.

Employees, at the commencement of their employment and on change of status, will be advised in writing into which of the following categories they are assigned.

9.02 Regular Full-Time Employees

Regular full-time employees are those who are scheduled to work the hours of work and shift patterns of a full-time employee as defined in this Agreement.

9.03 Benefit Entitlement - Full Time Employees

Regular full-time employees accumulate seniority and are entitled to all benefits of this Agreement.

9.04 Regular Part-Time Employees

Regular part-time employees are those who work fewer hours or days than full-time employees, but who have a commitment to work a regular schedule.

9.05 Benefit Entitlement - Regular Part-Time Employees

Regular part-time employees accumulate seniority on the basis of years of service with this Employer and are entitled to all benefits of this Agreement on a pro rata basis according to the proportion of hours worked in relation to full-time hours.

9.06 Casual Employees

Casual employees are those hired on an as-and-when needed basis.

9.07 Casual Employees - Wage Entitlement

- A) Casual employees shall be paid in accordance with the Wage Schedule.

Casual employees shall move to the next increment step in accordance with hours worked, as indicated on the Wage Schedule.

A casual employee hired having less than one (1) year experience (1825 hours) shall be placed at the first step of the increment scale.

- B) By mutual agreement between the Employer and employees, casual employees shall be called to work in order of seniority.

9.08 Casual Employees - Benefit Entitlement

Casual employees shall be entitled to the benefits of earned shift premium, weekend premium, responsibility pay, call-back pay, overtime pay, and statutory holiday pay for hours worked on a paid holiday.

9.09 Casual Employees - Vacation Pay and Statutory Holidays

Casual employees shall receive twelve point two percent (12.2%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

9.10 Off-Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

9.11 Casual Employees - Health and Welfare Coverage

Casual employees who have completed three (3) calendar months of service for the Employer may elect to enrol in the benefit plans provided by the Employer to Regular employees, providing that this election is made prior to completion of the three (3) calendar months service and provided that the employee pays the full monthly premiums in advance to the Employer. Casual employees who do not elect to enrol prior to completion of three (3) months service may elect to enrol on their anniversary date in subsequent years. Casual employees who fail to maintain required premiums will have their participation in the benefit plans terminated. Casual employees who voluntarily terminate their participation in the benefit plans or who are terminated from such participation by reason of failure to maintain required premiums will not be entitled to re-enrol in the benefits plan.

ARTICLE 10 — SENIORITY

10.01

The principle of seniority, as defined in this Article, is recognized by the Employer.

10.02

Seniority for regular full-time and regular part-time employees will accrue with calendar years of service with the Employer.

Seniority for casual employees will accrue in accordance with hours worked by the employee for the Employer.

10.03

An employee who terminates employment and is re-hired by the same Employer as a casual employee within thirty (30) calendar days shall retain the employee's seniority accrued as a regular employee.

10.04 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) Absence due to an occupational illness or accident recognized as such by the Workers' Compensation Board and as provided for in this Agreement;
- B) Absence due to maternity leave as provided for in this Agreement;
- C) Absence due to any paid leave for the period of leave;
- D) Absence due to the conduct of Union business;
- E) Absence due to layoffs, for the first thirty (30) calendar days;
- F) Absence due to a general unpaid leave of absence, for the first thirty (30) calendar days.

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

10.05

During the month of January and July of each calendar year, the Employer will post the seniority of employees covered by this Collective Agreement, and forward a copy to the Union within thirty (30) days.

The seniority list shall contain the following information:

- A) name;
- B) status (regular full-time, regular part-time, casual);
- C) position; and
- D) seniority.

10.06

An employee accepting a position of a continuous nature which is with the same Employer, but outside of the bargaining unit, shall retain seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.

10.07

An employee temporarily substituting in an excluded position, or within another bargaining unit, shall continue to accumulate seniority.

ARTICLE 11 — INCREMENTS

11.01

Regular full-time and regular part-time employees move to the increment step indicated by calendar length of service with the Employer, subject to Article 31 — Leave - Unpaid; that is after one (1) calendar year service regular employees move to the next increment.

11.02

Casual employees move to the increment step indicated by hours of service with the Employer.

ARTICLE 12 — PROBATIONARY PERIOD

12.01

All employees will be probationary during their first three (3) months of employment, or four hundred and twenty (420) hours of employment, whichever is greater. Upon completion of their probationary period, the employee will be credited with seniority dating from the first day of employment. Probationary employees may be dismissed if they are found to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

12.02

By mutual agreement between the Employer and the Union, the probationary period may be extended.

ARTICLE 13 — TERMINATION OF EMPLOYMENT

13.01 Employee Termination

After completion of the probationary period, a regular employee is required to give twenty-eight (28) calendar days written notice of termination to the Employer.

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid earned vacation entitlement less two percent (2%); for example, an employee entitled to ten percent (10%) shall be paid eight percent (8%).

13.02 Lay-Off

In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, providing that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

In the event of a layoff of more than thirteen (13) weeks duration the Employer shall give regular employees the following written notice of layoff or normal pay in lieu of notice as follows:

A) Regular Full-Time Employees

- i) up to seven (7) years service - twenty-eight (28) calendar days notice;
- ii) minimum of seven (7) years service - forty (40) calendar days notice;
- iii) in the event of a layoff of less than thirteen (13) weeks duration, the Employer shall give regular employees written notice of layoff of seven (7) calendar days or normal pay for that period in lieu of notice. If at the expiration of thirteen (13) weeks of lay-off, there is not sufficient work to justify recalling the employee, the employee is

entitled to payment of that amount of notice to which they are entitled under Article 13.02 A), less seven (7) calendar days.

B) Regular Part-Time Employees

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month * (excluding overtime)}}{\text{work days in lieu of notice **}} \\ 162.5$$

* Includes leave without pay up to thirty (30) calendar days.
Reference Article 31 — Leave - Unpaid

** Entitlement as in A) (i), (ii) or (iii).

C)

- i) Service with a previous Employer shall not be included as service for the purposes of this Article, and
- ii) The period of notice must coincide with scheduled work shifts and must not coincide with vacation.

D) An employee who receives notice of layoff may bump a junior employee, providing the employee is qualified to do the job of the junior employee. Bumping rights must be exercised within ten (10) working days of receipt of written notification of layoff by written notice to the Administrator.

13.03 Recall

Employees on layoff will be recalled to work of an ongoing nature on the basis of last-off, first-on, provided that the employees being recalled have the capabilities and qualifications to perform the work available. Employees shall receive seven (7) calendar days notice of recall by registered mail.

Laid off employees failing to report to work of a regular nature within seven (7) calendar days of the date of receipt of the written notice will be considered as having abandoned their right to re-employment. An exception would be where the employee is obligated to give more than seven (7) calendar days notice to the employee's current employment, or where the employee can provide satisfactory reason for not reporting within the seven (7) day period. Satisfactory reason is in the opinion of the Employer and will not be considered after thirty (30) days of the date of recall.

13.04 Benefit Entitlement Upon Layoff

- A) Regular employees with one year or more of service who are laid off shall accrue benefits for thirty (30) calendar days and shall have their benefits maintained for the balance of a one-year period of time at the employee's own cost except for the first thirty (30) calendar days which shall be at the Employer's cost.
- B) Employees with less than one (1) year of service but who have completed their probationary period and are laid off shall not accrue benefits but shall have their benefits maintained for one (1) year at the employee's own cost except for the first thirty (30) calendar days which shall be at the Employer's cost.

- C) Probationary employees who are laid off shall not accrue benefits but shall have their benefits maintained for sixty (60) calendar days.
- D) Employees who are laid off beyond a one (1) year period as per A) and B) above, or sixty (60) calendar days as per C) above shall be deemed to be terminated.
- E) In the case of employees within category A) above, for the first thirty (30) calendar days after the date of layoff, the employer shall continue to pay premiums under the health care benefits plans. For the balance of the one year period, or for employees in paragraphs B) or C) above, whichever is applicable, employees on layoff may continue to be insured under the above-named plans upon payment of the appropriate premiums to the Employer at such times as may be required pursuant to the said plans.

13.05 Laid Off Employees

- A) Should vacancies occur following layoff, those employees on layoff will be recalled to these positions in order of seniority providing they have the capability and the qualifications to perform the duties of the vacant position. If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 15.
- B) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- C) No new employee nor casual employee shall be hired to fill regular positions until those laid off have been given first option of recall.

ARTICLE 14 — PERFORMANCE APPRAISALS / PERSONNEL FILES

14.01 Performance Appraisals

The Employer may carry out a performance appraisal of an employee at any time. When an appraisal is carried out, the employee will have ten (10) days to determine whether to agree or disagree with the appraisal and sign the appraisal. An appraisal is grievable only if the employee has signed as disagreeing.

14.02

All record of any disciplinary action shall be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that not further disciplinary action has occurred in the intervening period. Record of suspensions will remain in the employee's file for a period of eighteen (18) months following the expiry of the suspension.

14.03 Personnel File

A) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer agrees that no reliance shall be placed in any disciplinary proceedings on documents other than those contained in the employee's file.

B) Union Representative or Steward Access

A Union representative or Steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or Steward shall be given copies of all such pertinent documents.

C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

14.04

Any employee who disputes any censure or reprimand report may have recourse through the grievance procedure, and the eventual resolution thereof shall become part of the employee's personal record, with such amendments or deletions that may be requisite.

ARTICLE 15 — VACANCY POSTINGS

15.01 Postings

The Employer shall post notice of all nursing department vacancies describing the position, the date of commencement, a summary of the job description and the required qualifications.

15.02

The Employer agrees to post notices for fourteen (14) days. The Employer will give a copy of such notice to the Steward.

15.03 Temporary Appointments

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed six (6) calendar weeks, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted a leave of absence. Where such leave of absence is for a period in excess of two (2) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- C) A regular employee who is assigned to, or on the employee's own volition, fills a temporary appointment, shall return to the employee's former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

15.04

The Employer shall also consider applications from those regular employees who are absent from their normal places of employment, and who have filled in an application form before such absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

15.05

The Employer shall notify the successful and unsuccessful candidate(s) prior to posting the name(s) of the successful candidates(s). The Employer shall post the name(s) of the successful candidate(s) within seven (7) calendar days of making the appointment.

15.06 Orientation and Training

The parties to the Collective Agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the facility.

Orientation may include:

- A) fire and disaster plan;
- B) organization structure;
- C) relevant policies and procedures;
- D) physical layout of the facility and unit; and
- E) duties of the position.

ARTICLE 16 — PROMOTION, TRANSFER, AND DEMOTION

16.01 First Consideration

When a vacancy occurs or a new position is created within the BCNU bargaining unit, the Employer shall give employees in the bargaining unit within the facility, including those employees who are on layoff, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the BCNU bargaining unit is not appointed to fill the vacancy or a new position, the employee shall be given an explanation within fourteen (14) calendar days of the appointment of the successful candidate as to why the employee's application was not accepted.

16.02 Filling Vacancies

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

16.03 Qualifying Period

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in the new position for a period of ninety (90) calendar days.

If a regular employee is promoted or transferred to a position either within or outside the certification and is found during the qualifying period to be unsatisfactory, the employee shall be returned to her previously held position.

If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, the employee shall be returned to her previously held position.

16.04 Returning to Formerly Held Positions

- A) **From Outside of Bargaining Unit** — The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which the employee would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date the employee commences work in the new position.
- B) **From Within Bargaining Unit** — A regular employee promoted or transferred within the certification and returning to the formerly held position shall do so without loss of seniority or accrued benefits.
- C) **Other Employees Affected** — Any other employees who were promoted or transferred as a result of the promotions or transfer as stated above, shall be returned to their formerly held positions under the same terms and conditions as above.

16.05 Salary on Promotion

A promoted employee shall receive the lowest step in the new classification, provided it is not less than the employee's wage rate prior to promotion.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

16.06 Increment Anniversary Date

A promotion will not change an employee's increment anniversary date.

ARTICLE 17 — CREATION OR CHANGES IN CLASSIFICATION

17.01

If the Employer creates a new position not covered by an existing classification, or a significant change in the job content of an existing position occurs, the Employer shall establish the salary and give written notice to the Union of its intent to implement the new salary.

17.02

If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from the Employer, the salary will be considered as established.

17.03

If the Union objects to the salary, the parties will meet and negotiate the new salary. Should the parties not reach agreement within a further twenty-eight (28) calendar days of notice from the Employer, the matter may be referred to Arbitration for resolution. Any new salary established by negotiation or arbitration will be retroactive to the employee's date of appointment to the new position or retroactive to the date of the significant change in job content by the Employer.

ARTICLE 18 — JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, wage level of the job, a summary statement

of the job, a list of duties, and the date prepared. Such job descriptions will be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions will be considered as established.

ARTICLE 19 — TECHNOLOGICAL CHANGE

19.01

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions, or security of employment of a significant number of the employees to whom this Collective Agreement applies,

- A) The Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- B) After notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in this Agreement;
 - ii) human resource planning and employee counselling and retraining;
 - iii) notice of termination;
 - iv) severance pay;
 - v) entitlement to pension and other benefits including early retirement benefits;
 - vi) a bipartite process for overseeing the implementation of the adjustment plan.

19.02

If, after meeting in accordance with Article 19.01 above, the Employer and the Union have agreed to an adjustment plan, that plan is enforceable as if it were part of this Agreement.

19.03

Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in the Grievance Procedure Article.

19.04

When it is necessary to reduce staff due to technological change, the layoff shall be done in accordance with the provisions of this Agreement dealing with Reduction of Work Force.

ARTICLE 20 — SCHEDULING

20.01

The Employer shall develop a master work schedule and assign regular employees to a position on the master work schedule.

20.02

- A) Work schedules covering a minimum of four (4) weeks will be posted two (2) weeks in advance.

- B) Employee requests for specific days off must be submitted to the administrator one (1) week in advance of posting, whenever possible, and will be accommodated so far as operational requirements permit.
- C) Except where mutually agreed between the employee and the Employer, shift schedules shall be arranged so that an employee:
 - i) is not scheduled to work more than six (6) consecutive days; and
 - ii) will have two (2) consecutive days off.
- D) Nursing staff work schedules may take the form of either two (2) shifts, or single (1) shift rotations.

20.03 Shift Changes

Except by mutual agreement between the Employer and the employee concerned, each regular employee will receive two (2) clear off-duty shifts when changing shifts, and at least forty-eight (48) hours off-duty after completing the employee's last night shift.

20.04

Employees will be allowed to exchange shifts with other employees for personal convenience under the following conditions:

- A) The employee exchanging shifts must be accountable for the exchange. If an employee who has entered into the exchange is unable to fill the shift, the second party to the exchange may be required to fill the shift.
- B) The employee being replaced must be replaced by another employee appropriately qualified, as determined by the Administrator or designate; and
- C) The exchange must receive prior approval, which will not be unreasonably withheld, from the Administrator or her designate; and
- D) There is no increase in cost to the Employer; and
- E) The shift exchange is equitable, that is, shifts of equal hours are exchanged.

ARTICLE 21 — HOURS OF WORK, MEAL PERIODS, REST PERIODS

21.01 Hours of Work

There shall be an average of thirty-five (35) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

21.02

The daily hours of work for each employee will be consecutive.

21.03 Meal Periods

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without an eating period.
- B) When an employee is designated either expressly or implicitly to be available for work during a meal-period, and:
 - i) the employee is scheduled to work a seven and one-half (7 ½) hour shift and receives thirty (30) minutes for a meal period, exclusive of the seven (7) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
 - ii) the employee is scheduled to work a seven and one half (7 ½) hour shift does not receive thirty (30) minutes for a meal period, exclusive of the seven (7) hour shift, then the employee shall receive seven and one half (7 ½) hours pay at regular straight-time rates, plus thirty (30) minutes pay at time and one-half (1 ½) regular rate;
 - iii) in the event an employee in A) above is recalled to duty, due to an emergency, during the employee's meal period, the provisions of B) shall apply.
- C) Should an employee who has not been designated to be available for work during the employee's meal period be recalled to duty for an emergency during the meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of time and one-half (1½) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1½), irrespective of the rates expressed in the Overtime section.

21.04 Rest Periods

Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute rest period.

21.05 On-Call Time

Hours of work shall not include on-call time.

ARTICLE 22 — OVERTIME

22.01 Overtime Definition

Overtime means the services performed by an employee in excess of the normal daily full shift hours or bi-weekly full shift hours as set out in Article 21.01.

22.02 Overtime Record

- A) A record will be kept of overtime worked by each employee. It is agreed that overtime must be authorized by person(s) designated by the Employer. It is recognized that there may be occasions when a nurse will be required to work overtime without prior authorization. The Union agrees to cooperate with the Employer to ensure that this provision is not abused.
- B) Employees will have the option of taking overtime compensation as time off or pay. If the choice is time off, such option will be conveyed to the Employer in writing within two (2)

working days of having worked the overtime. Such time off will be accumulated and taken at a time mutually agreed to by the employee and the Employer. Such accumulated time off must have been taken or it will be paid out on December 31st of each year.

C) The Employer will advise each employee, upon request, of all overtime due to the employee.

22.03

Overtime pay will be paid as follows:

- A) Subject to B) below, overtime pay at the rate of 1½ times the regular rate will be paid for the first two and one-half (2 ½) hours worked in excess of seven (7) hours in one day.
- B) Overtime pay at the rate of two times (2x) the regular rate will be paid for authorized hours worked in excess of ten (10) hours in one (1) day.

22.04 Work on a Scheduled Rest Day or Double Shift

A regular full-time employee may be requested by the Employer to work on only one (1) of the employee's scheduled rest days per week, or to work a double shift. The decision to work the scheduled rest day or the double shift remains with the employee. If an employee chooses to work on a scheduled day off, the employee shall receive overtime pay as per Article 22.03.

22.05

The Employer may request an employee to work a reasonable amount of overtime. Should the employee feel that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

22.06

An employee working less than the full-time hours per day as outlined above, who is asked by her supervisor to work additional hours, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours of work per day of a full time employee.

ARTICLE 23 — SHIFT PREMIUM / WEEKEND PREMIUM

23.01 Night Premium

Effective January 1, 2007

A shift premium will be paid for all hours worked by employees on night shifts at the rate of two dollars (\$2.00) per hour.

23.02 Evening Premium

Effective January 1, 2007

A shift premium will be paid for all hour worked by employees on evening shift at the rate of one dollar (\$1.00) per hour.

23.03 Weekend Premium

Commencing January 1, 2007 employees working on weekends shall be paid a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

23.04 Responsibility Pay

Effective January 1, 2007

One Nurse, who shall be responsible for the facility in the absence of Management, shall receive payment of two dollars and twenty-five cents (\$2.25) per hour for hours worked on the evening shift, night shift or weekend day shift.

ARTICLE 24 — CALL IN AND CALL BACK

24.01 Call-In

A regular employee or casual employee reporting to work at the call of the Employer for unscheduled work will be paid for all hours worked, with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

24.02 Call-In and Call-Back on a Statutory Holiday

- A) A regular employee called back to work after the completion of the employee's shift will be paid at the applicable overtime rate for all hours worked with a minimum of two (2) hours pay at the applicable overtime rate for each separate call back.
- B) An employee who is called back to work on a statutory holiday will be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

ARTICLE 25 — RELIEF IN HIGHER-RATED POSITION

An employee designated by the Employer to relieve in a higher-rated position excluded from the bargaining unit will be paid ten dollars (\$10.00) per shift over and above the employee's existing rate of pay. Acceptance of the temporary assignment shall be at the discretion of the employee.

ARTICLE 26 — HEALTH PROGRAM

26.01

The parties agree to cooperate in the promotion of safe work habits and safe working conditions, and to adhere to the provisions of the Workers' Compensation Act and other applicable legislation.

26.02 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the Joint Occupational Health and Safety Committee in promoting a safe and healthful work place.

The parties agree that a Joint Occupational Health and Safety Committee shall be established in the facility covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

The Union further agrees to actively pursue with the other Health Care Unions a Joint Union Committee for the purposes of this Article.

The Employer agrees to provide or cause to be provided to Employer members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of Committee members to allow the incumbents to fulfil those duties competently.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of Committee members to allow the incumbents to fulfil those duties competently. Such training and orientation shall take place within six (6) months of taking office.

26.03

The Occupational Health and Safety Committee shall have as part of its mandate, the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer.

26.04 Medical Examination

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation, and other immunization (with the exception of rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised, in writing, that such a procedure may have an adverse affect on the employee's health.

26.05

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence until the maternity leave commences.

26.06

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service education and/or instruction in caring for an aggressive resident will continue to be provided by the Employer pursuant to Article 49.02.

ARTICLE 27 — WORKLOAD

An employee who believes that her/his workload is unsafe or consistently excessive shall discuss the problem with her/his immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:

- A) investigate the difference;
- B) define the issue in the difference; and
- C) make written recommendations to resolve the differences.

ARTICLE 28 — COMPASSIONATE / BEREAVEMENT LEAVE

28.01

Compassionate leave of absence with pay for three (3) work days will be granted by the Employer upon request by a regular employee in the event of the death of a spouse (including common-law), child, parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or a relative permanently residing in the employee's household or with whom the employee permanently resides.

28.02

Up to two (2) additional days with pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer.

28.03

Every effort will be made to grant additional compassionate leave of absence without pay, if requested by the employee.

28.04

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

ARTICLE 29 — LEAVE - COURT DUTY

29.01

- A) Regular employees who are required by law to serve as jurors or subpoenaed as witnesses in any court shall be granted a leave of absence with pay equal to the length of the court day.
- B) An employee in receipt of regular pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that the employee is normally scheduled to work, providing these do not exceed the employee's regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant according to the length of the court duty.

ARTICLE 30 — LEAVE - UNION BUSINESS

30.01

- A) Subject to the operational requirements of the facility and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- B) Subject to operational requirements of the facility and on reasonable notice in writing, unpaid leave of absence may be granted to one additional employee in 30.01 for the purposes of attending union functions such as conferences, regional meetings, educational sessions, conventions. Approval for such leaves will not be unreasonably withheld.

30.02

Unpaid leave of absence will be granted to members of the Union's negotiating committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.

30.03

Subject to operational requirements, unpaid leave of absence shall be granted to members of Council and members of Council committees in lieu of missed scheduled days off.

30.04

Employees on leave of absence pursuant to 30.01, 30.02 or 30.03 above shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.

30.05 Paid President

An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which the employee holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, or service for the purpose of vacation leave and sick leave accumulation. The Employer will continue to pay premiums for medical, dental, extended health, group life, and L.T.D. for the first three (3) months of the leave and the Union will reimburse the Employer for the costs of such benefits.

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's L.T.D. Plan providing the Employer is reimbursed by the Union for the cost of this benefit.

30.06

The employee shall be entitled to return to the employee's former position with the Employer, and shall be provided with an adequate period of orientation upon return to work.

30.07

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

ARTICLE 31 — LEAVE - UNPAID

31.01

An employee granted unpaid leave(s) of absence totalling less than thirty (30) calendar days in any calendar year will continue to accumulate all benefits. Any excess over thirty (30) calendar days in any calendar year will be deducted from length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer.

Employees granted leave of absence for Union business pursuant to Article 30 shall be exempt from the provisions of this Article.

31.02

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing to the Director of Nursing (or designated representative) and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such request within a reasonable period of time.

31.03

Leave of absence will not affect annual increments when granted for maternity leave and adoption leave.

ARTICLE 32 — LEAVE - MATERNAL, ADOPTION, PARENTAL

32.01 Leave

A) Maternity Leave

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

i) Benefits

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 31.01 - Leave - Unpaid.
- (2) For the balance of an seventeen (17) week period (i.e., seventeen (17) weeks less thirty (30) calendar days), the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

B) Parental Leave

Within the fifty-two (52) week leave period granted under Article 32.01 A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

i) Benefits

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Parental Leave - Special Circumstances

- i) Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- ii) An employee's combined entitlement to leave under subsection A) and B) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under subsection C)(i).
- D) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.
- E) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.
- F) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for parental leave.

32.02 Natural Father

A) Parental Leave

Within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

i) Benefits

- (1) For the first thirty (30) calendar days of such leave, the employee shall be entitled to the benefits under Article 31.01 - Leave - Unpaid.
- (2) For weeks five (5) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition. The maximum parental leave is forty-two (42) weeks.

i) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Additional Leave

Any further leave granted beyond the normal up to thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

32.03 Adoptive Parents

A) Adoption Leave

Upon request, a regular employee shall be granted up to thirty-seven (37) consecutive weeks of adoption leave of absence without pay within fifty-two (52) weeks after the child is placed with the employee. The employee shall furnish proof of adoption.

i) **Benefits**

- (1) For the first thirty (30) calendar days of such leave, the employee shall be entitled to the benefits under Article 31.01 - Leave - Unpaid.
- (2) For the balance of an seventeen (17) week period (i.e. seventeen (17) weeks less thirty (30) calendar days), the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- (3) The remaining twenty (20) weeks of adoption leave are subject to the provisions of Article 31.01 - Leave - Unpaid.

B) **Parental Leave**

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

i) **Benefits**

- (1) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 31.01 Leave - Unpaid.
- (2) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) **Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**

Upon request, a regular employee shall be granted up to five (5) weeks additional parental leave without pay if a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition - five (5) weeks additional may be taken up to a maximum of combined parental leave and parental leave (special circumstances) of forty-two (42) weeks for each adoptive parent who is an employee of the employer.

i) **Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) **Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

32.04 Return to Employment

An employee resuming employment after a maternity, adoption, or parental leave of absence shall be reinstated in all respects to her previous position or to a comparable position, with all increments to wages and benefits to which she would have been entitled during the period of her absence.

32.05 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed, upon application, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- A) The employee must have completed three (3) years of service with the Employer.
- B) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- C) The break in service shall be for no longer than three (3) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
- D) This bridging of service will apply to an employee who was employed at Bevan Lodge and applies for and receives a regular position in that facility.
- E) The employee must serve a three (3) month probationary period.
- F) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

ARTICLE 33 — LEAVE - PROFESSIONAL ASSOCIATION MEETINGS

Leave of absence with pay may be granted for professional meetings not exceeding one (1) week, subject to the approval of the Employer. The Employer will make every endeavour to grant such leave of absence.

ARTICLE 34 — LEAVE - PUBLIC OFFICE

Employees will be granted unpaid leave of absence to enable them to run in a Municipal, Provincial, or Federal Election if nominated and, if elected, to serve one term of office.

ARTICLE 35 — SICK LEAVE, W.C.B., INJURY-ON-DUTY

35.01

Employees accumulate sick leave credits at the rate of one and one half (1½)* regular days for every calendar month of service. In the event that an employee works a variable shift, a regular day shall be the average number of hours worked per day during a biweekly pay period.

* To a maximum of one hundred and twenty (120) days.

35.02

During the probationary period, employees may not accrue or collect sick pay. However, upon completion of the probationary period, employees will receive sick leave credits reflective of the length of the probationary period.

35.03

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

35.04

Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act. 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.

35.05

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, unless and until it becomes clear that the employee will not be able to return to work and perform his or her work on a regular and consistent basis.

35.06

Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

35.07

An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

35.08

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long term disability benefits. Employees who are not entitled to long term disability benefits shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service, and for a longer period upon request, provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and to provide a medical opinion as to the expected date of return to work. If no medical report explaining the employee's condition is received within a reasonable period of time after the request is made, the employee's services shall be terminated.

35.09

Employees on probation who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days, and further leave of absence without pay may be granted upon written request, and upon proof, if requested by the Employer, of sickness or incapacity. Accumulation of hours or days worked shall cease during such leave of absence without pay and shall resume upon the employee's return to work.

35.10

The Employer shall upon request inform employees of the number of sick days accumulated.

35.11

All sick leave credits are cancelled when an employee terminates his/her employment.

35.12

There is no cash pay-out of unused sick leave credits upon termination of employment.

ARTICLE 36 — PAID INCENTIVE LEAVE

36.01

For every period of four (4) calendar months of service during which an employee does not utilize any sick leave credits, an employee shall receive one (1) regular day off with pay, to be used for any purpose.

The Employee may accumulate paid incentive leave days without limitation and these may be carried forward from year to year. Paid incentive leave may be taken, in accordance with the number of days accrued, at any time at the employee’s discretion, subject to operational requirements.

Paid incentive leave days may not be taken until they have been earned.

All Unused paid incentive leave days will be paid out to the employee upon termination of employment.

ARTICLE 37 — ANNUAL VACATION

37.01 Vacation Entitlement

Employees shall be credited for and granted vacations earned up to July 1 each year on the following basis:

LENGTH OF SERVICE	TIME OFF
Up to one year of service	16 work days
Over one year of service	21 work days
Over nine years of service	25 work days

37.02

Part-time employees are entitled to vacation in accordance with the appropriate percentage of days paid for that employee.

37.03 Vacation Pay

The pay for annual vacation to which an employee is entitled shall be paid in proportion to the vacation being taken at least one (1) day before the beginning of the vacation period.

37.04

Accrued vacation shall be taken at any time but no later than twelve (12) months following the year in which it is earned. Full-time employees may not waive vacation and draw double pay. Part-time employees may take vacation as scheduled time off or may have their accrued pay paid out to them at the first pay period after the end of June.

37.05 Vacation Scheduling

- A) Subject to operational requirements, vacations may be scheduled for any time during the calendar year.
- B) Vacation time may be divided into a maximum of eight (8) separate blocks and employees may, prior to the scheduling of vacations, request to have their vacation scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations will be scheduled according to seniority on the basis that the employees with the most seniority will have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer will forfeit their seniority rights in respect to choice of vacation time.
- C) The selection of vacation shall be completed by March 15 of each year.

The posting of the approved vacation schedule shall be completed by April 15 of the year.

Once the approved schedule has been posted, it shall only be changed by mutual consent.

D) Supplementary Vacations

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary employment anniversary date.

- i) Upon reaching the employment anniversary of ten (10) years of continuous service, employees shall have earned an additional five (5) days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- ii) Upon reaching the employment anniversary of fifteen (15) years of continuous service, employees shall have earned an additional five (5) days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- iii) Upon reaching the employment anniversary of twenty (20) years of continuous services, employees shall have earned an additional five (5) days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

ARTICLE 38 — STATUTORY HOLIDAYS

38.01

Each regular employee will receive a day off for each of the following statutory holidays:

New Year's Day
Good Friday

Thanksgiving Day
Remembrance Day

Victoria Day
Canada Day
BC Day
Labour Day

Christmas Day
Boxing Day
Easter Monday

38.02

Holiday entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees who are regularly working seventy-five (75) hours.

38.03

Holiday pay will be based on the employee's regular working day. If the employee's hours are varied, then holiday pay is calculated by averaging her earnings for the days she has worked for the four (4) weeks prior to the week of the holiday. (Example: 8 days at 7 ½ hours + 4 days at 4 hours = 76 hours, divided by 12 days = 6.33 hours holiday pay.)

38.04

- A) If an employee is requested to work on a paid holiday, the employee will receive pay for all hours worked at one and one-half (1½) times her regular hourly rate of pay. As well, the employee will receive another scheduled day off with regular pay.
- B) An employee who works Christmas Day will receive pay for all hours worked at two times (2x) her regular rate of pay and in addition, shall receive another scheduled day off with regular pay.

38.05

Employees on leave absence, excluding vacation, will not be eligible for paid holidays.

38.06

If one of the above-named holidays occurs on an employee's regular day off or during their vacation period, the employee shall receive an additional day off in lieu within thirty (30) days after the holiday. Administration will schedule so that the lieu day will be taken within the time period specified but will continue to be flexible in considering employee requests to change the scheduled lieu day.

A paid Holiday commences on the shift where the majority of hours are completed between 0001 hours and 0800 hours.

38.07

When a regular employee has been on sick leave one or more working days prior to the employee's scheduled statutory holiday, and one or more working days following each scheduled statutory holiday, then the scheduled statutory holiday will become a day to which sick leave credits will be applied and the day will be rescheduled.

ARTICLE 39 — HEALTH CARE PLAN

39.01

There will be health care plan consisting of the following benefits:

- BC Medical Insurance (single, couple or family coverage)

- Dental - no deductible, 80% coverage for basic services 50% major restorative, 50% for Orthodontic to a lifetime maximum of \$1850 and other repair/replacement work. The dental plan is subject to a deductible of \$25.00 singles and \$50.00 family to be paid annually by the employee on the first claim of the year
- Extended Health Care - 100% coverage for drugs, hospital care, medical services and supplies and professional services - deductible: \$25.00 for individual, \$50.00 per family for a calendar year. Effective July 1, 2002, upon proof of purchase, the Employer will provide all Regular Full-time and Regular Part-time Employee's and their dependents a \$200.00 allowance every twenty-four (24) months towards the purchase of prescription eye wear. Part-time employees who are not entitled to other health care benefits are entitled to the full vision care benefit.
- Participation in the health care plan is a condition of employment other than for employees who are otherwise covered by a health care plan.
- Premiums will be 100% Employer paid.
- In no case will any regular employee pay more in benefit premiums than they are currently paying provided they maintain their level of coverage prior to this Agreement.

LONG-TERM DISABILITY INSURANCE PLAN

39.02

The Employer shall provide a mutually acceptable long-term disability insurance plan.

39.03

The plan shall be mandatory and shall cover post-probationary employees. The Plan shall provide employees with two-thirds salary continuation for a maximum of \$3,500 per month for two (2) years commencing after a waiting period of seventeen (17) weeks has expired, in the event of a total disability from working in any occupation.

39.04

The plan shall be as provided in the Appendix A – Long Term Disability Plan.

39.05

Coverage is available to employees working a minimum of fifteen (15) hours per week and terminates at age sixty-five (65). Benefit payable is subject to offsets from the Canada Pension Plan and Workers' Compensation and is also subject to carrier terms and requirements.

39.06

This plan shall commence December, 1997, and the Employer shall pay one hundred per cent (100%) of the premium.

GROUP LIFE INSURANCE

39.07

The Employer shall provide a group life insurance plan for all regular employees.

39.08

The plan shall provide \$50,000 insurance coverage for post-probationary employees, \$2,000 for spouse, and \$1,000 for a child.

39.09

The plan shall include provision for employees to continue the payment of premiums after retirement or termination.

39.10

The plan shall also include coverage for accidental death and dismemberment, to a maximum of \$50,000.

39.11

The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.

39.12

The Employer shall pay 100% of the premiums.

ARTICLE 40 — EMPLOYMENT INSURANCE

Eligible employees will be covered by the Employment Insurance Act, or succeeding Acts.

ARTICLE 41 — WORKER'S COMPENSATION

41.01

All employees will be covered by the provisions of the Workers' Compensation Act.

41.02 Enforceable Legal Claim

- A) If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

41.03 Appointments

- A) Subject to operational requirements and upon at least eight (8) days notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off duty hours.
- B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of one (1) work day, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

C) The employee will be required to furnish proof of need in both A) and B) above.

41.04 Sick or Injured prior to Vacation

In the event an employee is sick or injured prior to the commencement of her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period requested by the employee and agreed to by the Employer, or the time shall be credited for use at a later date.

41.05 Voluntary Treatment

While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 35.08 shall apply upon expiration of sick leave credits should additional leave be requested. Employees who are substance abusers shall commit to a contract developed by the Union and Employer.

41.06 Early Safe Return to Work Committee

The parties agree to form an Early Safe Return to Work Committee consisting of:

- One Union staff member
- One Employer representative

Purpose

The purpose of the Committee is to promote the philosophy and encourage the introduction of Early Safe Return to Work Programs.

Role and Function

The role and function of the Committee are as follows:

- i) Assist in the development of processes and structures for early safe return to work programs in the facility.
- ii) Act as an advisor to employees and the employer on early safe return to work programs in the facility.

The parties shall meet within one month of the signing of the agreement and at least quarterly thereafter over the term of the agreement.

ARTICLE 42 — LAUNDRY AND UNIFORMS

Where the Employer requires the wearing of uniforms, the Employer will supply and launder the uniforms.

ARTICLE 43 — EXEMPT AND SAVE HARMLESS

The Employer will insure:

- A) To exempt and save harmless employees from any liability action arising from the proper performance of her/his duties for the Employer;
- B) To assume all costs, legal fees, and other expenses arising from any such action.

ARTICLE 44 — PERSONAL PROPERTY DAMAGE

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

ARTICLE 45 — PAY DAYS

45.01

The employees shall be paid by cheque every second Tuesday.

Employees working the following shifts shall be paid by cheque no later than:

- A) day shift - on pay day;
- B) afternoon shift - on the day immediately prior to the pay day, if available; and
- C) night shift - coming off the shift the morning of pay day, if available.

When a pay day falls on an employee’s scheduled day off, the Employer agrees to issue the employee’s cheque on the last shift worked prior to pay day, provided the cheque is available.

If the Employer implements direct deposit, employees will have access to their pay stub during the normal operating hours of the business office. The employee’s pay shall be deposited in the bank, trust company, or credit union of the employee’s choice on the appropriate pay day. It is understood that, pursuant to the Employment Standards Act, an employee must agree to direct deposit before the Employer implements such a system.

45.02

Employees may have the option of being paid by direct deposit on the days noted above.

ARTICLE 46 — AMENDMENTS

If either the Employer or the Union wishes to propose amendments to this Agreement, the party proposing such amendments will notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

ARTICLE 47 — WAGE SCHEDULES

	STEP 1	STEP 2	STEP 3
January 1, 2007	\$29.14	\$31.15	\$33.16
January 1, 2008	\$30.30	\$32.31	\$34.32
January 1, 2009	\$31.66	\$33.68	\$35.68

Step 1 is for new hires or those with less than two (2) years industry related experience.

Step 2 is for one (1) year with Bevan Lodge or two (2) years industry related experience.

Step 3 is for two (2) years with Bevan Lodge or four (4) years of industry related experience **

** Relevant experience is defined as satisfactory work experience in a geriatric, psycho-geriatric, medical / surgical or other related nursing setting provided not more than two (2) years has elapsed since such experience was obtained.

ARTICLE 48 — EFFECTIVE AND TERMINATING DATES

48.01

This Agreement shall be effective from January 1, 2007 and shall remain in force and be binding upon the parties until December 31, 2009 and from year to year thereafter unless terminated by either party on written notice served during the month of September.

48.02

All terms of this Agreement shall be effective from the date of ratification unless otherwise specified in this Agreement.

ARTICLE 49 — STAFF DEVELOPMENT PROGRAMS

49.01 Transfer of Function

Where the Employer has agreed to a transfer of function, it will be the responsibility of the Employer to provide in-service programs/training to all nurses required to perform the function.

Employees required to attend such programs will be paid at the applicable rate of pay.

49.02 In-Service Programs

The parties of this Collective Agreement recognize the value of in-service education both to the employee and the Employer.

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs will be paid at the applicable rate of pay.
- C) In-service education programs on managing aggressive behaviour of residents will be provided.

49.03 General Education Programs

- A) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees and course required books, necessary travelling and subsistence expenses.

- B) **Leave on Day Off**

Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

ARTICLE 50 — PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient care including:

- A) nursing practice conditions
- B) safety of residents and nurses
- C) workload

50.01

The employee with a concern will discuss the matter with the immediate supervisor with the objective of resolving the concern. Upon request, the employee may be accompanied by a Steward.

50.02

If the matter is not resolved to the employee's satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of the discussion with the immediate supervisor. The employee retains the original and forwards copies to her immediate supervisor and the Director of Care.

50.03

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days, the employee may submit the concern in writing to the Director of Care and the BCNU. The Director of Care shall meet with the employee, and her union representative, within ten (10) days of receiving the written complaint, to discuss resolution of the concern. The Director of Care shall respond to the employee in writing within seven (7) calendar days of the meeting.

50.04

If the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, the employee may submit the concern in writing to the Administrator. The Administrator shall respond to the employee in writing within ten (10) calendar days of the meeting.

50.05

If the additional staff are immediately necessary due to emergency circumstances, either within a shift or for the next shift, the nurse who has been designated in charge shall obtain permission from management personnel on the premises or otherwise before calling in additional staff. For such call-ins, policies and practice in place for call ins shall be followed.

GROUP REGISTERED RETIREMENT SAVINGS PLAN

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Retirement Scheme, the terms and conditions of which are as follows.

Registered Retirement Savings Plan

- A) For regular employees participation is mandatory. Contributions may be made at two percent (2%), three percent (3%) or four percent (4%) of earnings.
- B) Matching Employer contributions will be made monthly and vesting is immediate.
- C) Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
- D) Employees are offered a choice in the type of investment. i.e. five (5) year guaranteed fund, one (1) year guaranteed fund. Canadian Equity Fund or Diversified funds.
- E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- F) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- G) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- H) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes.
- I) An annual administration fee will be paid by the employer.
- J) With the exception of changes to personal information (e.g. name, beneficiary, etc.) All other changes to the plan including enrolments, will occur twice (2x) per year.
- K) All casual employees with 1825 hours of seniority may join the plan. Such employees must also enroll in the MSP, Dental and Extended Health Plans. (Refer to Article 9.11 regarding premiums.)

APPENDIX “A”

LONG TERM DISABILITY

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, the LTD Group Benefit Carrier will pay a disability benefit.

DEFINITION OF TOTALLY DISABLED

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the two (2) years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the two (2) years specified above

The availability of work will not be considered by the LTD Group Benefit Carrier in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

THE BENEFIT

Benefit Amount – sixty percent (60%) of your monthly earnings, to a maximum of \$3,500

Non-Evidence Limit – \$3,500

Qualifying Period – one hundred and twenty (120) days

- benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- you must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

Maximum Benefit Period

- to age 65 for Total Disability Benefits
- two (2) years, but not beyond age 65, for Partial Disability Benefits

Termination Age

- age 65 less the Qualifying Period, or retirement, whichever is earlier

Waiting Period

- four hundred and eighty (480) hours worked for employees hired on or prior to the Group Policy Effective Date
- four hundred and eighty (480) hours worked for all other employees

ENTITLEMENT CRITERIA

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within three (3) weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days which you ceased to be Totally Disabled.
- the LTD Group Benefit Carrier must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following two (2) years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the two (2) years specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by the LTD Group Benefit Carrier.

At any time, the LTD Group Benefit Carrier may require you to submit to a medical, psychiatric, psychological, functional, education and/or vocational examination or evaluation by an examiner selected by the LTD Group Benefit Carrier.

PERIODS FOR WHICH YOU ARE NOT ENTITLED TO BENEFITS

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by the LTD Group Benefit Carrier
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, except as provided for under the Partial Disability Benefit provision
- incarcerated in a prison, correctional facility, or mental institution by order of the authority of a criminal court

AMOUNT OF DISABILITY BENEFIT PAYABLE

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any amount you receive or are entitled from the following sources for the same or related disability:

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law

If necessary, the amount of your benefit will be further reduced so that your total amount from all sources does not exceed eighty-five percent (85%) of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and:

- A) any amount you receive from:
 - any group, association or franchise plan
 - any retirement or pension plan
 - earnings or payments from any employer, including severance payments and vacation pay
 - self-employment

- any government plan, excluding Employment Insurance Benefits
- B) any amount of Canada or Quebec Pension Plan benefits which another member of your family receives or is entitled to receive by reason of your disability

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

BENEFIT CALCULATION RULES

The LTD Group Benefit Carrier will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current Disability will not be taken into account;
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by the LTD Group Benefit Carrier;
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established;
- benefits payable under individual disability income insurance will not be taken into account;
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by the LTD Group Benefit Carrier; and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by the LTD Group Benefit Carrier and assumed to be paid.

SUBROGATION

If your disability is caused by another person and you have a legal right to recover damages, the LTD Group Benefit Carrier will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

On settlement or judgement of your legal action, you will be required to reimburse the LTD Group Benefit Carrier those amounts you recover which, when added to the disability benefits that the LTD Group Benefit Carrier paid to you, exceed one hundred percent (100%) of your lost income.

TAX STATUS OF BENEFITS

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

PAYMENT OF DISABILITY BENEFITS

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one (1) month will be made at a daily rate of one-thirtieth (1/30) of your monthly benefit amount.

PARTIAL DISABILITY BENEFIT

If you become Partially Disabled after qualifying for Disability Benefits, the LTD Group Benefit Carrier will pay a Partial Disability Benefit, as outlined below:

Definition of Partially Disabled

During a period of two (2) years following the Qualifying Period, you will be considered Partially Disabled if you are able to work in your own occupation but, due to your disability, you can only do so in a reduced capacity such that your pre-disability earnings are reduced by fifteen percent (15%) or more.

After this period, you will be considered Partially Disabled if, due to your disability, you can only work in a reduced capacity in any occupation such that your pre-disability earnings are reduced by fifteen percent (15%) or more.

Amount of Partial Disability Benefit Payable

The amount of the partial disability benefit payable to you is determined as follows:

- your disability benefit (see Amount of Disability Benefit Payable) reduced by fifty percent (50%) of your employment income, if you return to work, or
- fifty percent (50%) of your disability benefit, if you do not return to work

If necessary, this amount will be reduced so that your total income from all sources does not exceed eighty-five percent (85%) of your pre-disability earnings. To account for inflation, each January your pre-disability earnings will be adjusted by the change in the Consumer Price Index for the preceding year,

Vocational Rehabilitation Expense Benefit

If, while receiving disability benefits, you become involved in vocational rehabilitation approved by the LTD Group Benefit Carrier, expenses reasonably associated with your rehabilitation will be payable by the LTD Group Benefit Carrier, provided:

- the expenses have been pre-approved by the LTD Group Benefit Carrier
- the charges are reasonable, and are not payable through any other source

Expenses which will be considered under this benefit are:

- rehabilitation assessment, including work capacity assessment and placement assistance
- vocational counselling, re-training or education, and non-medical rehabilitation devices

TERMINATION OF BENEFIT PAYMENTS

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit, except as provided for under the Partial Disability Benefit.
- the date you do not supply the LTD Group Benefit Carrier with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following two (2) years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the two (2) years specified above.

If you are receiving a partial disability benefit, benefits will cease on the date you do not supply the LTD Group Benefit Carrier with appropriate medical evidence documenting how your illness or injury limits you to returning to work in a reduced capacity, as defined under the Partial Disability Benefit.

- the date you do not attend an examination by an examiner selected by the LTD Group Benefit Carrier
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit.
- the date of your death.

RECURRENT DISABILITY

If you become Totally Disabled again from the same or related causes within six (6) months from the end of the period for which Long Term Disability benefits were paid, the LTD Group Benefit Carrier will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than six (6) months after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two (2) disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one (1) day.

WAIVER OF PREMIUM

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

SURVIVOR BENEFIT

If you die while disability benefits are payable, the LTD Group Benefit Carrier will pay a benefit to your surviving dependents. If there are no surviving dependents, the benefit is payable to your estate.

The amount of the Survivor Benefit payable is three times (3 x's) your last monthly benefit payment, less the amount of any outstanding benefit overpayments.

SUBMITTING A CLAIM

To submit a claim, you must complete the **Long Term Disability Claim Form**, which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to the LTD Group Benefit Carrier within one hundred and eighty (180) days from the end of the Qualifying Period.

EXCLUSIONS

No benefits are payable for any disability related to:

- self-inflicted injuries or illnesses
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- medical or surgical care which is not medically necessary
- the committing of or the attempt to commit an assault or criminal offence

- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by the LTD Group Benefit Carrier
- a Pre-Existing Condition which causes disability within the first twelve (12) months of your Long Term Disability coverage. A Pre-Existing Condition is any injury or illness (whether diagnosed or not) for which you were treated or attended by a physician, or for which drugs were prescribed, within ninety (90) days prior to the effective date of your coverage.

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