

COLLECTIVE AGREEMENT

BETWEEN

THE BRITISH COLUMBIA NURSES' UNION

- AND -

GRAND STREET LODGE

TERM OF AGREEMENT

OCTOBER 1, 2006 – MARCH 31, 2010

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ARTICLE 1 - PURPOSE

1.01

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide for the prompt and equitable disposition of grievances, to maintain and improve efficiency in the operation of the Employer's business and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

ARTICLE 2 - UNION RECOGNITION, RIGHTS, AND SECURITY

2.01 Recognition

- A) The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified as 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.

2.02 Scope of Agreement

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

2.03 Bulletin Boards

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

2.04

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

2.05

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.

All Agreements shall be printed in a Union Shop and bear a recognized Union label.

The cost of the printed Agreement shall be shared equally between the Employer and the Union.

2.06

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

2.07 Union Representative Visits

The Union representative shall inform the Employer of their presence prior to meeting with employees to conduct Union business at the Employer's place of business. The visit of the Union representative will not interfere with the normal operation of the facility.

2.08 Stewards

The Employer agrees to recognize two (2) employees who are designated as Stewards by the Union to act on behalf of employees.

2.09

The names of the Stewards will be supplied to the Employer by the Union and the Employer will be advised by the Union, in writing, of any changes in that list.

2.10

Stewards will be entitled to reasonable time while on duty, without loss of salary and benefits, to perform duties that 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 employees at meetings of a disciplinary nature, and
- vii) meeting with new employees as a group during the orientation program.

2.11

The Stewards must obtain consent of the Supervisor prior to leaving the work station. Such consent will not be unreasonably withheld. The Stewards will make every endeavour to complete their business in as short a time as possible and will advise the Supervisor, if present, of their return to the work station.

2.12

A) The Stewards will not unduly interrupt normal operation of the facility.

B) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a shop steward wishes to discuss the grievance with that employee, the employee and the shop steward or Union committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

2.13

Employees shall have the option of having a shop steward present during meetings of a disciplinary nature with the Employer. The exercise of this option shall not result in undue delay in the holding of such meetings.

2.14 Union Shop

A) Employees covered by the certificate of bargaining authority who are members of BCNU, shall maintain membership in good standing as a condition of continuing employment.

All employees who are covered by the certificate of bargaining authority shall, as a

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

- B) All employees who are brought within the bargaining unit, including newly-hired employees, shall become member 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.

- C) 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 in (A) and (B) above, shall be terminated by the Employer from their employment.

2.15 Union Induction

The Employer agrees to sign into the Union all new employees whose jobs are in the bargaining unit in accordance with the provisions of Article 2.14. The Union shall supply the Employer with a sufficient supply of membership forms and dues authorization forms for this purpose.

2.16 Union Check-Off

The Employer agrees to deduct the amount of the Union dues, levies, assessments, and initiation fees payable by an employee in the bargaining unit and remit such deductions to the Union by the end of the month following the month of the deduction. The Employer will provide the Union with a list of employees from whom the deductions were made and the amount deducted from each employee. It is the obligation of the Union to keep the Employer informed of the amounts to be deducted.

The Employer shall supply each employee, without charge, a receipt for income tax purposes, shown on the T4 slip, in the amount of the deductions paid to the Union by the employee during the taxation year. The receipts shall be provided to the employee prior to March 1st of the succeeding year.

ARTICLE 3 - DEFINITION OF EMPLOYEE STATUS

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 - Grievance Procedure.

3.01 Regular Full-Time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts in accordance with Article 22.02. Those employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

3.02 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.

3.03 Benefit Entitlement

Regular part-time employees accumulate seniority and are entitled to salary and benefits of this Agreement on a proportionate basis of the hours they work to the hours of a full-time employee, with

the exception of medical, extended health, dental plan coverage, long term disability, and group life insurance premiums, which will be paid on the same basis as for regular full-time employees.

Regular part-time employees may register for casual work except that Article 3.04(A) shall not apply. Where the regular schedule of a part-time employee registered under this Section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days, the employee shall be relieved of his/her regular schedule at the option of the employee.

3.04 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained as follows.

1.

A) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part time employees, provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

- (1) vacation relief;
- (2) sick leave relief;
- (3) education relief;
- (4) maternity leave relief;
- (5) compassionate leave relief;
- (6) union business relief;
- (7) educational leave relief;
- (8) such other leave relief as is provided by the Collective Agreement;
- (9) temporary workload.

B) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.

2.

Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class.

3.

Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted as temporary and filled pursuant to the provisions of Article 14 of the Collective Agreement.

4.

A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.

5.

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

- (1) Article 10 - Seniority, Articles 10.02, 10.03, 10.04 and 10.05;
- (2) Article 12 - Reduction in Workforce, Article 12.04;
- (3) Article 14 - Technological, Automation and Other Changes;
- (4) Article 15 - Leave of Absence;
- (5) Article 21 - Hours of Work, Articles 22.03 and 22.04;
- (6) Article 22 - Overtime, Article 22.02;
- (7) Article 29 - Annual Vacations; and
- (8) General Provisions, Articles 17, 20, 28, 33 and 34.

6.

Casual employees shall accumulate seniority on the basis of the number of hours worked.

7.

The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

8.

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.

9.

The manner in which casual employees shall be called to work shall be as follows:

- A) The Employer shall call by telephone, only those casual employees who are registered in the classification registry applicable to the work required to be done, at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called. For those shifts that a need has been identified one (1) week in advance, a message shall be left for four (4) hours for the employee to return.
- B) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
- C) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- D) Casual employees who are employed by any other health care facility in any capacity shall notify the Employer ten (10) days prior to the beginning of each month:

- i) the name of the other health care facility;
- ii) the schedule that they are required to work at the other health care facility; and
- iii) the days and times that they shall be available for work.

Where a casual employee has not accepted 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.

- E) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

10.

Casual employees shall not be dismissed except for just and proper cause.

11.

Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid-off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

12.

A) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at January 1st, April 1st, July 1st, and October 1st (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

B) for purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

C) Within two (2) weeks of each adjustment date, the Employer shall send to the Labour Relations Officer of the Union a revised copy:

- i) of the master casual seniority list; and
- ii) of each classification registry maintained by the Employer.

13.

A) Except for regular employees who transfer to casual status under Section 14, casual employees shall serve a probationary period of 300 hours of work or three months, whichever is greater. During the said probationary period, casual employees may be terminated for unsatisfactory service.

B) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve the remainder of their probationary period pursuant to Article 10.07 of the Collective Agreement.

C) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 10.07.

14. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- A) dividing his/her number of seniority hours by a factor of seven point two (7.2) which shall be deemed to be the number of days worked; and then
 - B) taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
15. Casual employees shall receive twelve point two percent (12.2%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.
16. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer, converted to hours on the following formula:
- A) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer, multiplied by a factor of 0.714; and then
 - B) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.2.
17. Regular part-time employees may register for casual work under this Addendum except that Sections 10, 11, 12, and 13 shall not apply. Where the regular schedule of a part-time employee registered under this Section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days, the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Article 3.03 – Regular Part-time Employees – Benefit Entitlement.
- Where the casual assignment would involve the payout of overtime or any other premium, the employee shall be deemed to be unable to work.
- Sick leave credits accumulated under the provisions of Article 3.02 - Regular Part-Time Employees, may be used by regular part-time employees who become sick during casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.
18. Casual employees shall move to the increment step indicated by accumulated hours (every 1879.2) of service with the Employer.

19.

Casual employees shall be paid in accordance with the wage schedule.

3.05 Wage Entitlement

- (1) Casual employees shall be paid in accordance with the wage schedule.
- (2) Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1879.2) worked with the Employer.
- (3) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.
- (4) A new casual employee hired shall receive credit for previous hours of experience as follows: One (1) increment step for each 1879.2 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.
- (5) A regular employee who terminates her employment and is re-employed by the Employer as a casual employee within thirty (30) days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- (6) When a casual employee applies for and receives a regular position in the same worksite in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 44 (Previous Experience) whichever is higher, and shall advance to the next increment on her anniversary date of employment.

3.06 Health and Welfare Coverage

A) Benefit Entitlement

All casual employees who have completed 172.8 hours with the Employer may elect to enrol in the following benefit plans: medical services plan, dental plan, and extend health plan if the employee pays the full monthly premiums in advance to the Employer.

An employee making such an election under this provision must enrol in each and every one of the benefit plans and shall not be entitled to except any one of them.

Where a casual employee subsequently elects to withdraw from the benefit plan. she must withdraw from all three plans. Casual employees failing to maintain the required payments, shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enrol.

B) Benefit Premium Refund

Subject to the following conditions, casuals shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the Employer at the appropriate rate for the coverage obtained. Such payment is a reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

- i) In order to be eligible, casuals, once enrolled in the plan must have worked 939.6 hours with the Employer during the period October 1 to September 30.
- ii) The employer shall pay eligible employees the lump sum refund by November 1 of each year.
- iii) Employees failing to attain 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.

- iv) Should a casual employee enrol in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the term of this Agreement, there will be no lock-out, picketing, slow-down, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01

The Union acknowledges that the Management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

5.02

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

5.03 Volunteers

The Union recognizes that the Employer is an organization which involves the participation of volunteers in order to properly and successfully accomplish its objectives.

The Union agrees that this Agreement shall in no way interfere with the role of volunteers.

The Employer agrees that the use of volunteers shall not result in the reduction of hours or a layoff of a member of the bargaining unit. In addition, volunteers shall not be utilized to perform work previously performed by employees who have been laid off or who have had their hours reduced or who are participating in job action.

It is further agreed that utilization of volunteers, as of the date of signing of this Agreement, is consistent with the above.

ARTICLE 6 - NON-DISCRIMINATION

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced 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.

ARTICLE 7 - DISCUSSION OF DIFFERENCES

7.01 Union/Management Meetings

The Union Steward and the Labour Relations Officer from the Union, or her representative as required, shall, as occasion warrants, meet with the Employer for the purpose of discussing and, if possible, resolving any matters of mutual concern.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01

"Grievance" means any difference or dispute concerning the interpretation, application, administration, or alleged violation of the Collective Agreement between the Employer and any employee or employees bound by this Collective Agreement.

8.02

Grievances shall be settled in the following manner:

- A) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- B) If the Employer has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.
- C) Grievances of a general nature may be initiated by the Union or the Employer at Step 2 of the grievance procedure.

Step 1

The Employer and the Union agree that every effort shall be made to settle the dispute at the local level. The aggrieved employee, with or without the steward, shall discuss the matter with the immediate supervisor and shall request a resolution of the matter from the supervisor. If the supervisor fails to resolve the matter to the satisfaction of the employee, or fails to respond to the employee's request for resolution within the prescribed time, the employee shall inform the supervisor that the matter is proceeding to Step 2.

Time Limit

An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so no later than thirty (30) days after the date:

- A) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- B) on which the employee first became aware of the action or circumstances giving rise to the grievance.

Step 2

Within a further seven (7) calendar days of receipt of the written grievance, the Administrator (or designated nominee) will give a written response to the employee and the Steward.

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

Step 3

The Union will, within a further twenty-one (21) calendar days of this notification, discuss the grievance with the Administrator or nominee.

Failing settlement at this step, the grievance may be referred to industry troubleshooter and/or arbitration.

8.03 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.

8.04 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure. Upon the employee's request, any such document, other than official evaluation reports and reports relating to the care of or interaction with a resident, shall be removed from the employee(s) file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document arising out of previous discipline from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

8.05 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the evaluation and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

8.06 Personnel File

An employee, or the Labour Relations Officer of the Union (or his designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office which the file is normally kept, in order to facilitate the investigation of a grievance. Upon request, the employee or Union Representative shall be given copies of all pertinent documents.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other employers) and/or for purposes of the proper application of this Agreement.

8.07 Suspension/Dismissal

Employees dismissed or suspended for alleged cause shall receive from the Employer written notice setting out the reason(s) for dismissal or suspension. Such notice to be provided to the employee within twenty-four (24) hours of the dismissal or suspension, and a copy shall be forwarded to the Union within ten (10) days.

8.08 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.

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 8.02.

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.

8.09 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9 - Arbitration, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits, and privileges which he/she would have enjoyed if the layoff, discipline, or discharge had not taken place, or upon such other basis as the parties may agree.

ARTICLE 9 - ARBITRATION

9.01

After completion of the grievance procedure, where any difference exists between the parties as to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either party to a single Arbitrator as follows:

- A) The party desiring arbitration under this Article will notify the other party, in writing, in accordance with the provisions of Article 9.02.
- B) The parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within twenty (20) days of such notice, either party may apply to the Director of the Arbitration Bureau to appoint a Chairman.
- C) Upon appointment of an Arbitrator, the Arbitrator shall hear the parties and settle the terms or question to be arbitrated within fifteen (15) days of the final day of the hearing, except when those times are extended by agreement of the parties. The Arbitrator shall deliver his award in writing to each of the parties, and the award shall be final and binding upon each of the parties.
- D) **Employee Called as a Witness**
The Employer shall grant leave without loss of pay to an employee called as a witness by a third party for such time as his/her attendance is reasonably required, provided the dispute involves the Employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.
- E) **Arbitration Board Hearings**
Where operation requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an arbitration board,

provided the dispute involves the Employer.

- F) Each party shall pay their own costs and expenses of the arbitration and one-half of the remuneration and disbursements or expenses of the Arbitrator.
- G) The Arbitrator shall not have any authority to make any decision inconsistent with the provisions of this Agreement and/or its Memoranda; nor to alter, modify, add to, or amend, any part of this Agreement; however, the Arbitrator may sustain or set aside or modify any discipline imposed (except where this Collective Agreement provides for the imposition of specific discipline), by the Employer on the grievor(s) in any manner he/she deems to be just and equitable.
- H) If the Arbitration Board finds that an employee has been improperly laid off, or unjustly suspended or discharged, that employee shall be reinstated by the Employer, and the Board may order that his/her reinstatement be without loss of pay, and/or with all his/her rights, benefits, and privileges which he/she would have enjoyed if the layoff, suspension, or discharge had not taken place.
- I) The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

9.02 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to 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, Mr. D.C. McPhillips, Judy Korbin, and Chris Sullivan, or a substitute 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.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Director of the Arbitration Bureau for the Province of British Columbia to appoint such person.

9.03 Expedited Arbitration

- A) A representative of the Employer and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- B) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- C) 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.

- D) As the process is intended to be informal, lawyers will not be used to represent either party.
- E) 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.
- F) 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 the Labour Relations Code.
- G) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- H) 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.
- I) 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.
- J) All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- K) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- L) The expedited arbitrator shall be mutually agreed upon by the parties.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 10 - SENIORITY

10.01

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

10.02

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued while working as a casual employee of the Employer.

10.03

Seniority for casual employees is defined as the total number of hours worked by the employee for the Employer.

A regular 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 the Union business;
- E) absence due to layoffs, for the first twenty (20) work days - 144 hours
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days - 144 hours

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) wage schedule classification
- D) seniority date
- E) start date
- F) job title
- G) worksite
- H) social insurance number
- I) total hours for casuals

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver. Social Insurance Numbers will not be included on those lists posted at the worksite.

10.06

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

10.07 Probationary Period

All regular employees will be probationary during their first three (3) months of employment, or (172.8) 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.

10.08

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

ARTICLE 11 – PROMOTION, TRANSFER, AND DEMOTION

11.01 First Consideration

The Employer agrees that 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, provided there are no employees currently 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 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.

11.02 Change of Position

In the promotion, transfer, or demotion of employees covered by this Agreement, efficiency, qualification and competency will be the primary consideration as they relate to the new position, and where such requirements are relatively equal, seniority will be the determining factor.

11.03 Qualifying Period

- A) 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 to be unsatisfactory, the employee shall be returned to their 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 their previously held position.

- B) If the employee's previous position has been eliminated, the employee may exercise bumping rights pursuant to Article 12.05 and 14.04. If the ten (10) day bumping period extends beyond the ninety (90) day qualifying period, the employee may remain in the new position for the duration of the bumping period.

11.04 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of fifty dollars (\$50.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

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

ARTICLE 12 - TRANSFERS, STAFF REDUCTIONS, AND TERMINATIONS

12.01

If the employee is transferred or reclassified other than on a temporary basis to a higher job, he/she shall receive the rate of the job into which he/she is being transferred.

12.02

If an employee is temporarily transferred to a higher-rated job for one (1) full shift or more, he/she shall receive the next highest rate for the new job for the time so transferred.

12.03

Regular employees displaced due to layoff or technological change as contemplated in Article 12 or 14 shall have access to the following provisions.

- A) A meeting will be arranged between the displaced employee and his/her shop steward and the Employer representative(s). The employer will make available a list of current union vacancies, a current union seniority list and information regarding any labour adjustment options that may exist.
- B) Regular displaced employees shall have the option of choosing an existing vacancy as identified in A) above provided the displaced employee has the capabilities and qualifications to perform the duties of the selected vacant position OR can elect to bump to a position inline with seniority provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position. Displaced employees will notify the Employer in writing no longer than 14 (fourteen) calendar days from the date of the meeting contemplated in A) above of their selection.
- C) Regular displaced employees who opt to bump shall do so by designating the FTE and the shift pattern of the position. They will then bump into the position held by the junior employee. Employees who are bumped will be served displacement notice in accordance with the above provisions.
- D) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, the Union and the Employer representatives shall meet to find a placement which maintains a reasonable level of accommodation for the disabled employee or find alternative options for the senior employee.

12.04 Reduction in Work Force

In the event of a reduction in staffing complement due to layoff, regular employees shall be laid off in reverse order of seniority, provided 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, the Employer shall give regular employees who have completed their probationary period the following notice of layoff, or pay for that period in lieu of notice:

- A) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months; and
- B) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice, and for each subsequent completed year of additional employment, an additional weeks notice, up to a maximum of ten (10) weeks notice.

Laid off regular employees shall retain their seniority and perquisites accumulated up to a time of layoff, for a period of one (1) year and shall be recalled, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on.

If a laid off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar

month period. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment. Employees required to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the head office of the Union. A regular employee who is laid off shall be entitled to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer. Where the Employer does not calculate seniority for regular employees in hours, then seniority shall be converted to full-time equivalent hours.

12.05

Employees who are displaced due to a lay off shall be transferred by the Employer to available job vacancies where such vacancies exist, provided the employee possesses the required qualifications, ability, and experience for the job.

Where such transfers cannot take place, employees affected shall have the right to bump into a job and classification in line with seniority, provided the move does not effect a promotion and, provided further, the employee possesses the ability to perform the duties of the new job. Employees affected by such re-arrangement of jobs shall also have the right to bump into jobs and classifications in line with seniority and ability. Employees must exercise their rights within three (3) days of notification under this provision.

ARTICLE 13 - JOB POSTINGS AND APPLICATIONS

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

13.01

The employer shall post notice of all nursing vacancies of greater than one month duration.

13.02

In the posting of a vacancy or new job, the hours of work including days off and work area may be subject to change consistent with operational requirements and the provisions of the Collective Agreement, provided that:

- A) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory, or in bad faith.

If a vacancy or new job has a duration of less than one (1) calendar month,(144 hours) qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 11 - Promotion, Transfer, Demotion. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 22 - Overtime, the proposed move shall not be made.

13.03

The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application

form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

13.04

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (A) above. Employees filling temporary positions such as maternity leaves, leaves of absence, etc, shall, at the expiration of the term, return to their former position.

13.05

The Employer shall within three (3) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting the name of other successful applicant in the same manner in which the vacancy or new job was posted.

13.06

The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

13.07

Two (2) copies of all postings shall be sent to the Union within the aforementioned seven (7) calendar days.

ARTICLE 14 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

14.01

This Article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the Long-Term Care field and Section 54 of the Labour Relations Code.

The purpose of the following provisions is to preserve job security and stabilize employment, and to protect as many regular employees as possible from loss of employment.

14.02 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his or her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he or she is employed.

14.03 Notice of Displacement

Employees affected by technological change will be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment within the Facility, commensurate with their seniority and ability.

14.04

Employees whose jobs are eliminated by technological change as defined below shall have access to the provisions in Article 12 and shall be transferred by the Employer to available job vacancies where such vacancies exist, provided the employee possesses the required qualifications, ability, and experience for the job.

Where such transfers cannot take place, and where a job and classification is eliminated either by automation or change in method of operation, employees affected shall have the right to bump into a job and classification in line with seniority, provided such transfer does not affect a promotion and,

provided further, the employee possesses the ability to perform the duties of the new job. Employees affected by such re-arrangement of jobs shall also have the right to bump into jobs and classifications in line with seniority and ability. Employees must exercise their rights within seven (7) days of notification under this provision.

14.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of a technological change, utilizing normal turnover of staff to absorb such displaced employees. When it is necessary to reduce staff, Articles 12 and 14 will apply.

14.06

It is agreed that this Article 14 shall apply only if the Employer introduces a technological change that:

- A) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and
- B) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 15 - LEAVE OF ABSENCE

15.01

A) Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

B) Unpaid Leave - After Three Years

For every three (3) years continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests, providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

15.02 Unpaid Leave - Affecting Seniority

Unpaid leaves of absence due to extended illness shall not be deducted from length of service in the calculation of seniority.

Any employee granted unpaid leave of absence totaling up to twenty (20) working days (144 hours) in any year, shall continue to accumulate seniority and all benefits, and shall return to his/her former job and increment step. If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days (144 hours) in any year, the employee shall not accumulate benefits from the twenty-first (21st) day, (144 hours) of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

15.03 Unpaid Leave - Union Business

An employee on an unpaid union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

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

- A) a BCNU Council member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council and shall include reasonable travel time. (For facilities covered by the existing continuing care component, leave shall be granted provided there is a qualified bargaining unit replacement available.);
- B) either elected or appointed to represent BCNU and/or a region at annual or special conventions of the Union. (For facilities covered by the existing continuing care component, leave shall be granted provided there is a qualified bargaining unit replacement available.);
- C) a member of the Union's negotiating committee. Such leave (including traveling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations. (For facilities covered by the existing continuing care component, leave shall be granted provided there is a qualified bargaining unit replacement available.);
- D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference;
- E) selected by the Union or its members as a delegate to attend Regional Bargaining Conference;
- F) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the hospital;
- G) Union leave for members of the Negotiating Committee (C) and Council members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 15.
- H) 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 she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health and group life while the employee is on leave and BCNU will reimburse the Employer for the costs of such benefits.

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

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

15.04 Unpaid Leave - Public Office

Employees shall be granted unpaid Leave of Absence, for not more than two (2) years, to enable them to run for elected public office and, if elected, to serve their term(s) of office.

15.05 Staff Development Programs

A) 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.

B) In-Service Programs

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

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

C) General Education Programs

- (1) 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 traveling and subsistence expenses.
- (2) A regular employee shall be granted one (1) day education leave of absence with pay for each day that an employee gives of her own time and reasonable expenses, to take courses where the Employer has approved and employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.
- (3) **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 16 - PARENTAL LEAVE

16.01 Natural Mother

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 15 Leave of Absence.

- (2) For the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) work 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 16.01(A), weeks nineteen (19) 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 nineteen (19) 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) Special Circumstances

- (1) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under A) above.

A request for special circumstances leave pursuant to Article 16.01 C), (i) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- (2) If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the mother, and 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 natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- (3) An employee's combined entitlement to leave under subsections A), B), and C) of Article 16.01 is limited to sixty-three (63) weeks.
- (4) **Benefits**
For additional leaves arising from subsections C), a) or b) above, the service of an employee 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 allowable leave periods of Article 16.01, A), B), or C), will be unpaid leave without any benefits.

- E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
- F) 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.
- G) 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.
- H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

16.02 Natural Father

A) Parental Leave

On four (4) weeks notice and 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 twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 15 Leave of Absence.
- (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

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and 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 natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of 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 thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

16.03 Adoptive Parents

A) Adoption Leave

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

i) Benefits

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 15 Leave of Absence.
- (2) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work 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 twelve (12) weeks of adoption leave are subject to the provisions of Article 15 Leave of Absence.

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) weeks 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 15 Leave of Absence.
- (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

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and 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, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of 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.

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.

16.04 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.

16.05 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 applies for and receives a regular position with the same Employer, 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 is employed by an Employer party to this Provincial Agreement and applies for and receives a regular position at the same worksite.
- E) The employee must serve a three 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 17 - COMPASSIONATE LEAVE

17.01

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common-law) child, parent, (including step-parent, or foster parent) brother, sister, mother-in-law, father-in-law, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

Such compassionate leave shall be granted to employees who are on other paid leave of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave of credits used shall be restored.

17.02 Leave with Pay

Compassionate leave of absence with pay shall be granted for three (3) work days.

Up to two (2) additional days with pay shall be granted for traveling time when this is warranted in the judgment of the Employer.

17.03 Leave without Pay

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay.

ARTICLE 18 - RESPONSIBILITY PAY

General Duty nurses designated in charge of the facility shall receive an allowance of \$1.25 per hour for all hours worked in charge.

ARTICLE 19 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS

19.01

In the event of an employee relieving in a higher rated job, the employee shall receive the rate of the new position.

19.02

In cases where an employee is required to transfer temporarily to a lower rated job, such employee shall incur no reduction in wages because of such transfer.

19.03

Employees temporarily assigned to any duties of supervisory personnel outside the contract shall receive up to ten percent (10%) per month more than the rate for his/her classification. The application of this provision shall not result in a rate in excess of the incumbent supervisor.

ARTICLE 20 - JURY DUTY

20.01

If an employee is required to serve as a juror in any court of law, he/she shall not lose any pay because of such service, provided that the amount paid to him/her for such service is promptly repaid by him/her to the Employer. The employee must present proof of service, and shall notify his/her supervisor immediately upon his/her receipt of notification that he/she will be required to attend court as a juror.

The employee shall not be required to turn over allowances received for traveling and meals.

ARTICLE 21 - HOURS OF WORK

21.01

The work week shall provide for continuous operation Sunday through Saturday.

21.02

The hours of work for regular full-time employees covered by this Agreement, exclusive of meal times, shall be seven and one-half (7-1/2) hours per day and an average of thirty-six (36) hours per week, or a mutually agreed equivalent.

The weekly hours of work will be computed as follows:

$$\frac{\text{The number of work hours per day (excluding overtime)} \times \text{the number of work days in: a work schedule}}{\text{number of weeks in the work schedule}}$$

21.03

Employees will not be required to work more than six (6) consecutive shifts without receiving a minimum of two (2) consecutive days off-duty, unless otherwise agreed between the Employer and the Union. It is understood that the length of the shift is 7.5 hours.

21.04

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

- A) Nursing staff work schedules, whenever possible, will be determined by mutual agreement between the Employer and the employees. If mutual agreement cannot be reached, the employees may request the Union to assist them in developing mutually agreeable schedules.
- B) Work schedules will be written in ink and shall be posted at least ten (10) calendar days in advance and will be for a minimum period of five (5) weeks.
- C) Should the Employer change the work schedule and not give ten (10) calendar days notice of the change, then the employee will be paid at the rate of time and one-half (1 ½ x) for the first two (2) hours worked and double time (2x) thereafter for all hours worked on the first day of the shift change.

21.05

- A) There will be a minimum of twelve (12) hours between shift changes.
- B) When it is not possible to schedule twelve (12) hours between shift changes, all hours by which such change-over falls short of twelve hours shall be paid at overtime rates.
- C) If a written request for a change of a scheduled shift is made by an employee which would not allow two (2) clear off duty shifts between shift changes, and such request is granted, then the application of Paragraphs (A) and (B) of this Article shall be waived for all employees affected by the granting of such a request.
- D) Employees may exchange shifts with the approval of the Employer provided that, where possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- E) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days advance notice, and the alteration requires the employee to work on a scheduled day off, such employee shall be paid overtime rates for first shift worked pursuant to Article 22 - Overtime.
- F) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates, pursuant to Article 22 - Overtime of the Collective Agreement.

21.06

Employees working on the night and day shifts affected by the change-over from Pacific Standard Time to Daylight Savings Time and visa versa, shall be paid for actual hours worked. Article 22 shall apply as necessary.

21.07

No split shifts shall be worked except in cases of emergency.

ARTICLE 22 - OVERTIME

22.01

- A) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 21 - Hours of Work, or who are requested to work on their scheduled off duty days, shall be paid:
- (1) the rate of time and one-half (1 ½ x) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day, and double time (2x) thereafter;
 - (2) the rate of time and one-half (1 ½ x) for the first two (2) hours of work on a scheduled day off*, and double time (2x) thereafter and shall not have the day rescheduled.
* scheduled work day and scheduled day off equal 7.5 hours.
- B) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 28 - Statutory Holidays, the employee shall be paid overtime at the rate of time and one-half (1 ½ x) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7 ½) in that day.
- C) When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.
- When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.
- D) An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

22.02

Regular part-time employees working less than seven and one-half (7 ½) hours per day, and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours worked, up to and including seven and one-half (7 ½) hours in the working day. Regular overtime rates shall apply after seven and one-half (7 ½) hours in the working day.

Regular part-time employees working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee. Regular overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.

ARTICLE 23 - WAGES

23.01

Wages shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

ARTICLE 24 - LUNCH AND MEAL/REST PERIODS

24.01

For employees working in excess of a five (5) hour shift, lunch or meal periods of thirty (30) minutes are to be allowed on the employee's time, and will be uninterrupted, except in cases of emergency. Employees must notify the Employer if they plan to leave the premises during their meal break.

Employees who are required by the Employer to remain on the premises and work during their meal break, will be paid straight time for the duration of the meal break.

Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

24.02

For those employees required to work more than two and one-half (2½) hours after the end of their shift, shall have a meal provided for them by the Employer.

24.03

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

ARTICLE 25 - SHIFT AND WEEKEND PREMIUMS

25.01

The shift premium shall be eighty-five cents (\$0.85) per hour for the evening shift and one dollar (\$1.00) per hour for the night shift. Employees working the weekend shift shall be paid the shift differential of one dollar and fifty cents (\$1.50) per hour for the entire shift worked.

25.02

Evening shift shall be defined as any shift in which the majority of the hours worked occurs between 4:00 p.m. (1600 hours) and 12 midnight (2400 hours), and night shift shall be defined as any shift in which the majority of the hours worked occurs between 12 midnight (2400 hours) and 8:00 a.m. (0800 hours).

25.03

Weekend shift means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

ARTICLE 26 - CALL-IN

A regular part-time or casual employee reporting to work at the call of the Employer for unscheduled work, except those on a call-back, shall 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.

ARTICLE 27 - CALL-BACK PAY

27.01

When employees are called back to work after leaving the premises upon completion of their shifts, such employees will receive a minimum of two (2) hours pay at straight time rates or actual hours worked at time and one-half (1 ½) his/her regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

ARTICLE 28 - STATUTORY HOLIDAYS

28.01

Regular full-time employees will be entitled to eleven (11) Statutory Holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

An employee shall be scheduled for a day off with pay for each of the foregoing statutory holidays.

Effective February 1, 1998, an employee shall receive seven point two (7.2) hours off on or for the statutory holiday outlined above.

Should the Statutory Holiday fall on an employee's normal day off, he/she shall be granted a day's pay at the straight-time rate.

Regular part-time employees shall receive four point two (4.2%) of straight time pay in lieu of statutory holiday entitlement on every pay cheque, or at the employee's choice, take the statutory holiday in time.

28.02

Regular employees who are required to work on a statutory holiday as listed in 28.01 shall be paid double time (2x) for all hours worked and shall receive seven point two (7.2) paid hours off as a statutory holiday.

28.03

An employee who is on unpaid leave of absence for greater than twenty (20) working days (144 hours), as provided under Article 15 forfeits the right to benefits under this Article.

28.04

An employee must be at work, or on an approved leave of absence under twenty (20) day (144 hours), for at least fifteen (15) of the last thirty (30) days before the statutory holiday to be eligible for the paid holiday.

28.05

If an employee’s Statutory Holiday occurs within an employee's vacation period, the Statutory Holiday will be rescheduled.

28.06

When an employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer scheduled statutory holiday and one (1) or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be rescheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner.

28.07

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

ARTICLE 29 - VACATION

29.01

Each regular full-time employee covered by this Agreement shall receive vacation with pay, as follows:

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement.
- C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

- 20 work days after 1 year of continuous service
- 20 work days after 2 years of continuous service
- 20 work days after 3 years of continuous service
- 20 work days after 4 years of continuous service
- 21 work days after 5 years of continuous service
- 22 work days after 6 years of continuous service
- 23 work days after 7 years of continuous service
- 24 work days after 8 years of continuous service
- 25 work days after 9 years of continuous service
- 26 work days after 10 years of continuous service
- 27 work days after 11 years of continuous service
- 28 work days after 12 years of continuous service
- 29 work days after 13 years of continuous service
- 30 work days after 14 years of continuous service
- 31 work days after 15 years of continuous service
- 32 work days after 16 years of continuous service
- 33 work days after 17 years of continuous service
- 34 work days after 18 years of continuous service
- 35 work days after 19 years of continuous service
- 36 work days after 20 years of continuous service
- 37 work days after 21 years of continuous service
- 38 work days after 22 years of continuous service

* Above entitlement effective July 1, 2007

29.02

Vacation pay shall be paid to all employees one pay period in advance of their vacation, if requested. Employees must notify the Accounting Office in writing at least one (1) week prior to the cut-off date of the pay period referred to above.

29.03

Regular part-time employees shall be granted vacation leave with pay on a proportionate basis.

29.04

Vacation may be scheduled throughout the year. The Employer will consider the wishes of the employees in order of employees' seniority. The choice of vacation periods shall be granted employees except where the period requested would be detrimental to the operation of the department.

No vacation leave shall be carried over from vacation year to vacation year. Employees shall receive payment in lieu of vacation not taken in the case of termination of employment or inability to schedule mutually agreed vacation schedules.

Vacation Entitlement upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 29.01.

29.05 Vacation Scheduling

The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer. The Employer shall not deny any requested vacation period unreasonably.

Once the approved vacation schedule has been posted, it shall only be changed by mutual consent. The posting deadline for approved vacations shall be March 15.

29.06 Splitting of Vacation Periods

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other (first(, (second(and (third(vacation periods have been posted.

Annual vacations for employees with less than ten (10) work day's vacation shall be granted in one (1) continuous period.

ARTICLE 30 - NEW AND CHANGED POSITIONS

30.01 Notice of New Positions

In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and written notice shall be given to the Union, and unless written notice of objection thereto by the Union is given to the Employer within thirty (30) calendar days after such notice, such classification and wage rate shall be considered as agreed to. If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

30.02 Notice of Changed Positions

In the event the Employer shall adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which shall be affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classifications and/or wage rate.

If notice of objection is not received from the Union within thirty (30) calendar days after such notice, then the classification and wage rate shall be considered as agreed to.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

31.03 Contracting Out

The Employer shall not utilize persons who are not on the Employer's payroll to perform duties which would normally be performed by employees within the Bargaining Unit or the Union where such use results in the laying off of regular employees.

ARTICLE 31 - JOB DESCRIPTIONS

31.01

The Employer shall draw up Job Descriptions for all jobs in the bargaining unit.

The said Job Descriptions shall be presented in writing to the Union and shall become the recognized job descriptions unless written notice of objection, which shall be limited to the accuracy of the job description, set out in specific detail, is given by the Union within thirty (30) days.

Upon request, the employee shall be given a copy of his/her job description.

ARTICLE 32 - MEDICAL EXAMINATION AND TESTS

32.01

Employees may be required to take a medical or X-ray examination, or vaccination, inoculation, or other immunization. Any employee refusing, without sufficient medical grounds, to take medical or X-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or X-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

ARTICLE 33 - LEAVE - SICK

33.01

Regular full-time employees will receive one and one-half (1.5) working days sick leave credit for each month of paid service.

33.02

Regular part-time employees will receive sick leave credit for each month of paid service, as follows:

$$\frac{\text{straight time hours paid per month}^* \times 1.5}{156.6}$$

** (includes leave without pay up to twenty (20) work days)*

33.03 Accumulation

Sick leave credits, if not used, will accumulate to a ninety-five (95) working days. The Employer will furnish an annual notice of accrued sick leave.

33.04

Regular full-time employees will receive regular pay for each day of sick leave credit utilized. Regular part-time employees will receive pay for scheduled work hours lost.

33.05 Proof of Sickness

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days effective February 1, 1998 - 21.6 hours.

33.06

When an employee is on paid sick leave, all benefits of the Agreement will continue to accrue.

33.07

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.

33.08 Leave - Workers' Compensation

A) Entitlement to Leave

A regular employee shall be granted Workers' Compensation Leave with pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. The term claim will not include any form of W.C.B. allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from W.C.B. arising from this claim.

B) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claim.

C) Benefit Entitlement

When an employee is on a W.C.B. claim all benefits of the Agreement will continue to accrue. However, an employee off work on W.C.B. claim shall receive wages and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days effective February 1, 1998 - 144 hours on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days effective February 1, 1998 - 144 hours, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

D) Approval of Claim

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, the employee's sick leave bank shall be

restored to the level it was prior to the W.C.B. absence.

E) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

33.09

In the event of a serious illness of a spouse or child under the age of 21, residing with the employee and; provided the employee has made every effort to provide alternate care and the employee has time in her sick bank (up to two (2) days at one time (effective February 1, 1998 -14.4 hours).

33.10

- A) When an employee's doctor refers the employee to a specialist, then any necessary travel time to a maximum of three (3) work days effective February 1, 1998 - 21.6 hours for the employee to visit such specialist will be paid for and deducted from sick leave credits.
- B) Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation shall be paid for from the employee's accumulated sick leave credits.
- C) The employee will be required to furnish proof of need in both A) and B).

33.11 Cash In of Sick Leave Credits

- A) Employees leaving the work force with ten (10) years service on or after their 55th birthday will be entitled to a cash payment equal to forty percent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- B) The cash pay out of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.
- C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.

Employees who are dismissed for just cause shall not be entitled for a pay out as contemplated in this article.

ARTICLE 34 - HEALTH CARE PLANS

34.01 Medical Plan

Eligible post-probationary regular employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred per cent (100%) of the premium.

Membership shall be a condition of employment for eligible employees.

An eligible employee who wishes to have coverage for other than dependents may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

34.02 Dental Plan and Extended Health Care Plan

- A) Eligible post-probationary regular employees shall be provided with:
- (1) A Dental Plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs for the extended plan (Plan B), and sixty percent (60%) of the costs of the orthodontic plan (Plan C). Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars (\$2,750) per patient.
 - (2) An extended health care plan, including coverage for eyeglasses and hearing aids. The plan shall reimburse the employee (upon proof of purchase) to a maximum of two hundred and twenty five dollars (\$225.00) every twenty-four (24) months for prescription eye wear and six hundred dollars (\$600.00) for hearing aids every forty-eight (48) month period.
- B) The dental plan and extended health care plan benefits shall cover post-probationary regular employees, their spouses, and children under the age of twenty-one (21), as long as they are living at home with the employee, provided they are not eligible to be enrolled in another comparable plan and provided that no dental or extended health claims are made under another plan.
- C) The Employer shall pay one hundred percent (100%) of the monthly premiums.

34.03 Group Life Insurance

- A) The Employer shall provide a group life insurance plan.
- B) The plan shall provide fifty thousand dollars (\$50,000.00) for regular post-probationary employees up to and including age sixty-five (65). Group insurance coverage will cease for all employees at the age of sixty-five (65).
- C) The plan shall include provisions for conversion at the time of retirement or termination.
- D) The plan shall also include coverage for accidental death and dismemberment.
- E) The Employer shall pay one hundred percent (100%) of the monthly premiums.

34.04 Long-Term Disability

Effective date of ratification, the Employer will provide the plan which is in place for other employees at Grand Street Lodge that has a six (6) month waiting period, with the exception of an amendment to the first paragraph of Section 2 – Waiting Period and Benefits which shall read as follows:

In the event of an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for the latter of six (6) months, or exhaustion of the employee's sick bank, and the employee shall receive a benefit equal to sixty percent (60%) of monthly earnings to a maximum of three thousand dollars (\$3,000.00) per month, effective April 1, 2008 in accordance with the Plan which shall be filed with the Union.

ARTICLE 35 - UNIFORM ALLOWANCE

35.01

The Employer shall supply and maintain uniforms for employees who are required to wear same.

35.02

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs involving direct care of residents, then a clothing/maintenance allowance of ten dollars (\$10.00) per bi-weekly pay period shall be paid.

ARTICLE 36 - QUALIFICATION DIFFERENTIAL - NURSES

36.01 Special Clinical Preparation

A regular employee registered nurse with special clinical preparation of not less than six (6) months approved by the Employer is employed in the special service for which she is qualified, shall be paid an additional fifty dollars (\$50.00) per month if she has utilized the course within four (4) years prior to employment.

36.02 CHA/CNA and BCIT

A regular employee registered nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management, and is employed in a capacity utilizing the course(s) shall be paid an additional twenty five dollars (\$25.00) per month.

36.03 Registered Psychiatric Nurse

A regular employee registered nurse who is in addition a registered psychiatric nurse shall be paid an additional fifty dollars (\$50.00) per month for clinical preparation.

36.04 Baccalaureate Degree in Nursing

A regular employee registered nurse who has received a baccalaureate degree in nursing, will receive an additional one hundred dollars (\$100.00) per month.

36.05 Master's Degree

A) In Nursing

A regular employee registered nurse who has received a Master's degree in nursing, shall receive an additional one hundred and twenty-five (\$125.00) per month.

B) Other

A regular employee registered nurse who has received a Master's degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee(s) duties, and where such qualification does not form part of the job requirement, the employee shall receive an additional one hundred and twenty-five (\$125.00) per month.

36.06 Multiple Payments Prohibited

An employee may not qualify for more than one (1) payment under categories in Article 36.01, 36.02, 36.03, 36.04, and 36.05.

ARTICLE 37 - UNION ADVISED OF CHANGES

37.01

The Union shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

ARTICLE 38 - INTERPRETATION

38.01

Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless other-wise specifically stated.

38.02 Pay Days

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

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

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

Where an Employer has implemented, or intends to implement, a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in her pay, the Employer must provide a manual cheque at the employee's request.

ARTICLE 39 - CONDITIONS OF EMPLOYMENT

39.01 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

39.02 Employer Property

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned. 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.

39.03 Exempt and Save Harmless

The Employer shall insure to:

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

ARTICLE 40 - OCCUPATIONAL HEALTH AND SAFETY

The parties agree that a Joint Occupational Health and Safety Committee will be established.

The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

The Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.

When the Employer is aware that a resident has a history of violent behaviour, the Employer will make such information available to those employees who may be required to care for that resident. In-service and/or instruction in caring for violent residents will be provided to such employees in that event.

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.

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

All employees affected by this Agreement shall be covered by the Employment Insurance Act or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 42 - PENSION PLAN

Regular full-time and regular part-time employees shall be entitled to enroll in a Pension Plan in accordance with Attachment 2.

ARTICLE 43 - COMMON-LAW SPOUSE

Common-law spouse is defined as two (2) people who have co-habitated as spousal partners for a period of not less than two (2) years.

This definition shall apply to the following sections of the Agreement:

- Medical Plan
- Dental Plan
- Extended Health Care Plan

ARTICLE 44 - PREVIOUS EXPERIENCE

Where an employee is employed in a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year experience.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

ARTICLE 45 - 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 46 – PROFESSIONAL RESPONSIBILITY CLAUSE

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

- A) Nursing Practise Conditions
- B) Safety of Patients and Nurses
- C) Workload

46.01

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

46.02

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to the two standing members of the Professional Responsibility Committee as set out in (A) below.

46.03

A Professional Responsibility Committee shall be established to deal with employee concerns raised pursuant to the Professional Responsibility Clause.

Composition of the Committee:

- A) Standing Members:
 - a) A BCNU Steward.
 - b) A representative of excluded management.
- B) Ad Hoc Members:
 - a) The nurse with the concern.
 - b) The immediate supervisor.

46.04

Meetings of the Committee shall be held within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form unless mutually agreed between the two standing members of the Committee.

46.05

Members of the committee shall have access to all Nursing Department policy and procedure manuals, including workload measurement manuals, as may be necessary to assist in satisfactory resolution of the employee's concerns.

46.06

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Facility Administrator, and the BCNU. The Administrator shall meet with the employee to discuss resolution of the concern. At her request, the employee may be accompanied by a steward.

The Administrator shall respond to the employee in writing within fourteen (14) calendar days of the meeting.

46.07

If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 3.04 shall not apply.

ARTICLE 47 - RENEWAL

47.01 Expiration of Agreement

This Agreement shall be effective **October 1, 2006** to and including **March 31, 2010**, and shall remain in force and be binding upon the parties thereafter until a new Agreement has been concluded.

47.02 Commencement of Bargaining

Where either party has given notice under Article 47, the parties shall, within ten (10) days after the notice was given, commence collective bargaining.

47.03 Effective Date of Agreement

All provisions of this Agreement are effective date of ratification, unless otherwise specified.

47.04

The operation of Subsection 2 of Section 50 of the Labour Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.

SCHEDULE A

WAGE SCHEDULE

All employees shall receive the same wage increases as those employees covered by the Provincial Collective Agreement between the Health Employer's Association of British Columbia and the Nurses' Bargaining Association received in the last round of negotiations such that they have parity with the wage schedule in that collective agreement retroactive to April 1, 2006.

Effective October 1, 2006									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	\$4,111	\$4,269	\$4,427	\$4,585	\$4,745	\$4,902	\$5,061	\$5,212	\$5,396
	\$26.25	\$27.26	\$28.27	\$29.28	\$30.30	\$31.30	\$32.32	\$33.28	\$34.46

Effective April 1, 2007									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	\$4,214	\$4,375	\$4,538	\$4,700	\$4,864	\$5,024	\$5,188	\$5,342	\$5,531
	\$26.91	\$27.94	\$28.98	\$30.01	\$31.06	\$32.08	\$33.13	\$34.11	\$35.32

Effective April 1, 2008									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	\$4,361	\$4,529	\$4,696	\$4,864	\$5,035	\$5,199	\$5,370	\$5,528	\$5,725
	\$27.85	\$28.92	\$29.99	\$31.06	\$32.15	\$33.20	\$34.29	\$35.30	\$36.56

Effective 1st Pay Period After April 1, 2009									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	\$4,545	\$4,718	\$4,894	\$5,068	\$5,246	\$5,417	\$5,595	\$5,760	\$5,966
	\$29.02	\$30.13	\$31.25	\$32.36	\$33.50	\$34.59	\$35.73	\$36.78	\$38.10

NOTE:

The Union reserves the right to re-insert further levels on the wage grid in accordance with the Provincial Collective Agreement between the Nurses' Bargaining Association and the Health Employer's Association of British Columbia wage rates should such additions be necessary in the future.

MEMORANDUM OF AGREEMENT

- BETWEEN -

GRAND STREET LODGE

- AND -

THE BRITISH COLUMBIA NURSES' UNION

Re: Money Purchase Pension Plan (Defined Contribution Pension Plan)

The implementation of the following Pension Plan is subject to the receipt of sufficient funding from the Ministry of Health.

The terms and conditions of the Money Purchase Pension Plan (herein~ referred to as "the Pension Plan") are as follows:

1. Eligibility

All regular full-time and regular part-time employees, upon completion of the probationary period, shall have the option of enrolling in the Pension Plan.

Employees who elect to opt into the Pension Plan shall continue to participate in the Pension Plan as a condition of employment until retirement, termination of employment, or attainment of age sixty-five (65), whichever occurs first.

In the event that the Employer is approved as an Employer under the Pension (Municipal) Act, enrollment and contributions to the Pension Plan shall cease immediately.

2. Type of Plan

The Pension Plan will be a Money Purchase Plan. Participation in the Pension Plan shall be voluntary.

3. Contributions

A) Member Contributions

Each member who opts into the Pension Plan will be required to make contributions on one of the following basis:

- i) Two percent (2%) of regular earnings.
- ii) Effective upon ratification of this agreement and at the request of the employee, three percent (3%) or four percent (4%) of regular earnings.

B) Employer Contributions

The Employer will be required to match contributions made by each member as per (A) or (B) above.

4. Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available and, in any case, each

member will receive an annual statement of his/her accumulated balance.

5. Investment of Contributions

All contributions will be directed to a guaranteed interest bearing account.

6. Vesting

Employer contributions will be vested in the employees after five (5) years of contributory employment.

7. Termination Prior to Retirement

A) Non-Vested Employees

On termination of employment before retirement age, a non-vested employee will receive the balance arising from his/her own contributions. The Employer contributions will be forfeited by the employee and shall be used to offset future Employer contributions for the remaining participants in the Pension Plan.

B) Vested Employees

On termination of employment before the retirement age, a vested employee will have the option of either transferring his/her vested benefits into an RRSP where the Employer's contributions are locked in until age fifty-five (55), or of purchasing a deferred life annuity payable at any age between age fifty-five (55) sixty-five (65) years.

8. Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including employee contributions and any portion of Employer contributions which are vested in accordance with 6 above, will be paid in cash to the estate or to the designated beneficiary, or transferred to the designated beneficiary's RRSP if permitted by the Income Tax Act.

9. Disability

In the event of total disability, Employer and employee contributions will cease. Employees will have the option of continuing to make contributions to the Pension Plan, provided the contributions equal the amount of both the Employer and employee contributions as described in 3 above, and provided the contributions are made in the same frequency as if the employee were not absent. Periods where such contributions are not made shall not be considered service for the purpose of (6) above.

10. Early Retirement

In the event of early retirement (at ages from fifty-five (55) years to sixty-four (64) years) a non-vested employee will be entitled to receive the balance arising from his/her own contributions only.

A) Vested Employees

In the event of early retirement (at ages from fifty-five (55) years to sixty-four (64) years), a vested employee will be entitled to an immediate pension in the form of a life annuity based on the balance of the employee's individual account, which includes his/her own contributions plus the portion of the Employer's contributions which are vested in accordance with (6) above.

11. Retirement

A) Non-Vested Employees

At retirement (at age sixty-five (65) years), a non-vested employee will be entitled to receive the balance arising from his/her own contributions only.

B) Vested Employees

At retirement (at age sixty-five (65) years), a vested employee will be required to purchase a pension in the form of a life annuity, based on the balance of the employee(s) individual account, which includes his/her own contributions plus the portion of the Employer's contributions which are vested in accordance with 6 above.

12. Administration Costs

All costs of administration will be borne by the Pension Plan (i.e., the Pension Plan shall be a "no-load" plan).

13. Termination of the Money Purchase Pension Plan

Enrollment and contributions to the Pension Plan shall cease immediately in the event regular employees of the Employer become eligible to be covered by the provisions of the Municipal Superannuation Plan (Pension (Municipal) Act). In this event, the Pension Plan shall be terminated as follows:

A) A non-vested employee will receive the balance arising from his/her own contributions, and the Employer contributions will be forfeited by the employee.

B) A vested employee will have either the option of transferring his/her vested benefits into an RRSP where the Employer's contributions are locked in until age fifty-five (55), or purchasing a deferred life annuity payable at any age between fifty-five (55) and sixty-five (65) years.

14. Where any of the terms of this Memorandum of Understanding are in conflict with Provincial or Federal Pension Legislation, or with Revenue Canada Taxation or Pension Plan Registration Regulations, the requirements of the Legislation and/or Regulations will apply.

The parties agree that this Memorandum of Understanding is a private agreement entered into between the parties and shall not serve as a precedent nor shall it be referred to by either party in any proceeding not involving the parties.

LETTER OF UNDERSTANDING

Resolution of Outstanding Issues Re Vacation Entitlement and Introduction of the 36 hour Work Week

- A) The Employer shall return three (3) days (twenty-one point six [21.6]) hours to the vacation entitlement for Ms. Sandra Ann Marshall for 2007. This shall be utilized in 2007 in addition to her 2007 entitlement.

- B) The Employer and the Union agree to resolve the issue relating to the implementation of the thirty-six (36) hour work week as follows:
 - i) The FTE's of the regular employees shall be immediately adjusted to reflect actual hours worked as per their current rotation.
 - ii) Vacation and statutory holiday entitlement shall be accrued based on the adjusted FTE for each regular employee. This shall occur effective July 1, 2007.
 - iii) All regular employees' entitlement for 2007 vacation shall remain intact as approved with the exception of the grievor in (A) which shall be resolved as described above.

Signed on behalf of:

BC. NURSES' UNION

GRAND STREET LODGE

Cheryl Quinn, Negotiator/Labour Relations
Officer

Gayle Duteil
Executive Director - Operations

Joyce Hamer, BCNU Steward

Mirella Yanko, BCNU Steward

Date:

Date:

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