

COLLECTIVE AGREEMENT

BETWEEN

AMICA MATURE LIFESTYLES INC./STYLE DE VIE AMICA  
INC.  
(AMICA AT DOUGLAS HOUSE)

- AND -

THE BRITISH COLUMBIA NURSES' UNION

TERM OF AGREEMENT

DECEMBER 1, 2007 – NOVEMBER 30, 2011



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## **ARTICLE 1 — DEFINITIONS**

**CALENDAR YEAR** means a period of twelve (12) consecutive months commencing on the first of January.

**CERTIFICATION** means the Certification awarded by the Labour Relations Board of British Columbia (or any succeeding Legislative Body) to the British Columbia Nurses' Union.

**COMMON-LAW SPOUSE** means two people who have cohabited as spousal partners for a period of not less than one (1) year.

**DEMOTION** a move from one position to another position with a lower salary.

**EMPLOYEE** means a graduate nurse covered by the certification.

**EMPLOYER** means the Facility, Limited Company or Corporation named in the certification.

**EVENING SHIFT** means a shift in which the major portion occurs between 1500 and 2300 hours.

**INCREMENT STEP** means the annual graduation of monthly wages within a classification, as set out in Article 56: Wage Schedules.

**NIGHT SHIFT** means a shift in which the major portion occurs between 2300 hours and 0700 hours.

**PROMOTION** a move from one position to another position with a higher salary.

**REGULAR PAY, NORMAL PAY, OR SALARY** means the pay step in the pay scale applicable to an employee exclusive of all allowances and premium payments.

**SHIFT PATTERN** means the combination of days worked and days off.

**SHIFT** means the normal working hours scheduled for each employee which occur in any twenty-four (24) hour period.

**SICKNESS** means sickness and non-compensable accidents.

**STEWARD** means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

**TRANSFER** a move from one position to another position with the same salary.

**UNION REPRESENTATIVE** means a paid employee of the Union.

**UNION** means the British Columbia Nurses' Union.

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

## **ARTICLE 2 — PREAMBLE**

### **2.01 Purpose of Agreement**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer, its employees, and the Union, and to set forth those terms and conditions of employment effecting employees covered by the Agreement.

### **2.02 Resident Care**

The parties to this Agreement share a desire to provide quality resident care, to maintain professional standards and to promote the well-being and increased efficiency of employees, so that the residents will be well and effectively served.

## **ARTICLE 3 — EMPLOYER'S RIGHTS**

### **3.01**

The Union agrees that the management, operation and the direction of the workforce including, but not limited to hiring, firing, promotion, demotion, classification, reclassification, evaluation and scheduling of employees, is vested solely with the Employer unless the Agreement otherwise specifies. All rights and functions of the Employer shall be retained unless specifically modified by this Agreement.

### **3.02**

The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency, except as this Agreement otherwise specifies.

### **3.03**

- A) The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct shall not be in breach of this Agreement.
- B) The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will directly result in the lay-off of employees within the bargaining unit.

## **ARTICLE 4 — UNION RECOGNITION, RIGHTS, AND SECURITY**

### **4.01 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.

### **4.02 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.

### **4.03 Bulletin Boards**

The Employer will provide space on a mutually agreed to bulletin board for the use of the Union.

### **4.04**

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.

#### **4.05**

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.

#### **4.06**

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.

#### **4.07 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.

#### **4.08 Stewards**

The Employer agrees to recognize two employees who are designated as Contract Administration Stewards and one employee designated as the Occupational Health and safety Steward by the Union to act on behalf of employees.

#### **4.09**

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.

#### **4.10**

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.

#### **4.11**

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 effort 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.

#### **4.12**

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

#### **4.13**

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.

#### **4.14 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 members of the Union within thirty (30) calendar days after their initial date of employment in the bargaining unit and shall maintain membership in good standing as a condition of continuing employment.

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

- 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.

#### **4.15 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 4.14.

The Union shall supply the Employer with a sufficient supply of membership forms and dues authorization forms for this purpose.

#### **4.16 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.

#### **4.17 Unpaid Leave - Union Business**

- A) Subject to the operational requirements of the facility and on reasonable notice in writing, unpaid leave of absence will be granted to employees who are elected or appointed by the Union for the purpose of conducting official Union business.

- B) Unpaid leave of absence will be granted to members of the Union's negotiating committee for time spent, including traveling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council and members of Council committees in lieu of missed scheduled days off.
- D) Employees on leave of absence pursuant to (A), (B), and (C) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.

#### **4.18 Paid President**

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

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

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

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

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

### **ARTICLE 5 — NO CESSATION OF WORK**

#### **5.01**

During the life of this Agreement, the Employer agrees that it will not direct the lockout of employees, and the Union and the employees agree that there will be no strikes.

#### **5.02**

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

### **ARTICLE 6 — UNION/MANAGEMENT COMMITTEE**

#### **6.01**

A Union/Management Committee will be established consisting of two (2) Employer Representatives and two (2) Union appointed Representatives. The Chairmanship of the Committee will alternate between an Employer Representative and a Union Representative. The Committee will not have the power to bind the Union or the Employer, but will make recommendations to the Union and the Employer on any matter

referred to it by the principals to the Agreement. The Committee will not have jurisdiction over any matter contained in this Agreement.

#### **6.02**

The Committee will meet once every two months to discuss matters of concern under Articles 2.01 - 2.02, including quality of resident care, safe nursing practice, continuing education, and job-training that may arise from technological change. Terms of reference for the Committee and an acceptable reporting format will be mutually agreed upon by the Committee. By mutual agreement, the Committee may access outside resources.

#### **6.03**

Copies of the Union/Management Committee meeting minutes shall be forwarded to the Administrator and to the BCNU.

#### **6.04**

Committee discussions on continuing education and professional development of nurses shall include leaves of absence, with full- or partial-pay, for nurses wishing to take courses, seminars, or studies relevant to geriatric nursing. The Employer will not arbitrarily withhold paid leave for the above.

#### **6.05 Union/Management**

Union representatives who attend Union/Management Committee meetings outside of scheduled work hours shall be paid at straight-time rates for time spent at meetings.

### **ARTICLE 7 – REGISTRATION**

#### **7.01**

A non-registered nurse is a nurse who is a graduate of an approved nursing program recognized by the Registered Nurses' Association of B.C. or the Registered Psychiatric Nurses' Association of B.C., and who is either:

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

#### **7.02**

A registered nurse is a nurse who is a graduate of an approved nursing program and who is currently registered as a member of one of the Associations.

### **ARTICLE 8 – GRIEVANCE PROCEDURE**

#### **8.01 Discussion of Differences**

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

## **8.02**

### **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 the steward, shall discuss the matter with the excluded supervisor and shall request a resolution of the matter from the supervisor. If the excluded 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 excluded supervisor that the matter is proceeding to Step 2 and put the grievance in writing to the excluded supervisor.

### **Time Limit**

An employee who wishes to present a grievance at Step 1 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.

Within a further fourteen (14) calendar days of receipt of the written grievance, the excluded supervisor shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 1, then the Steward will notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the grievance shall commence at Step 2.

### **Step 2**

The Union will, within a further twenty-one (21) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 2 (who shall be outside the bargaining unit). Within a further fourteen (14) calendar days of the Step 2 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given.

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

Unless mutually agreed otherwise, disputes may be referred to the Industry Troubleshooter only after the completion of Step 2 of the grievance procedure.

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 this Collective Agreement, Don Munroe, 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 any Industry Troubleshooter within a period of thirty (30) days from the date of signing this Collective Agreement, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

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

### **8.03 Amending Time Limits**

If the time limits in the two stages of Article 8.02 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

### **8.04 Resolution of Employee Dismissal or Suspension Disputes**

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 or up to seventy-two (72) hours if occurrence is during the weekend of the dismissal or suspension.

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 2 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.

### **8.05 General Application Dispute**

If a difference of a general nature arises between the Employer and the Union or its members concerning the interpretation, application, operation, or alleged violation of this Agreement, the aggrieved party shall submit a written grievance within fourteen (14) days of becoming aware of the matter giving rise to the difference, and Step 2 of Article 8.02 shall apply.

### **8.06 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the employee or Union at Step 1 of the grievance procedure, the Employer or its representatives shall not initiate any discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee without the consent of the Union.

## **ARTICLE 9 – ARBITRATION**

### **9.01 Authority of the Arbitration Board**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 8 to a Board of Arbitration which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.

### **9.02 Notification**

- A) The party requesting arbitration shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board.

The recipient of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board.

- B) The two appointees shall, within a further ten (10) calendar days, select a third person to act as Chair. If the appointees fail to agree upon a Chair within this ten (10) calendar day period, either party may request the Minister of Labour of British Columbia to make the appointment.

### **9.03 Expenses of the Board**

Each party shall be responsible for the expenses of its appointee and the expenses of the Chair shall be shared equally by the parties.

### **9.04 Single Arbitrator**

By mutual agreement between the Union and the Employer, a single arbitrator may be substituted for the Arbitration Board established in this Article.

### **9.05 Waiver of Time Limits**

The time limits prescribed above may be extended by mutual agreement in writing between the Union and the Employer.

### **9.06**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board or by the Employer.

### **9.07**

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

### **9.08 Expedited Arbitration**

- A) 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 shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.

- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with the Labour Relations Code.
- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Stephen Kelleher, Rod Germaine, Daniel B. Johnston, Dalton Larson, Catherine Bruce, Joan Gordon.
- L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 10 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

### **10.01**

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

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

### **10.02 Regular Full-Time Employees**

Regular full-time employees are those who are scheduled to work the hours of work and shift patterns as provided in Article 22 of the Agreement.

### **10.03 Benefit Entitlement**

Regular full-time employees accumulate seniority in accordance with Article 12.02 and are entitled to all benefits of this Agreement.

### **10.04 Regular Part-Time Employees**

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

**10.05 Benefit Entitlement**

Regular part-time employees accumulate seniority in accordance with Article 12.02 and are entitled to all benefits of this Agreement on a proportionate basis of the hours they work to the hours of a full-time employee. The exception being 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.

**10.06 Casual Employees**

A) Casual employees are those hired on an as -and- when needed basis and shall have their names placed on a register.

**B) Telephone Call-In:**

(1) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. This will be done based on seniority with first call going to the most senior casual. The Employer shall permit the telephone to ring a minimum of eight (8) times. If an answering machine is reached and, for a need to be filled of less than twenty-four (24) hours, a message will be left for the casual employee. The casual employee shall return the call within fifteen (15) minutes or the next person on the list will be called and offered the shift.

(2) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.

**C) Employment Security Considerations**

The parties agree that work of a casual nature will be first offered to regular employees who have been laid off. This preference continues until such employees are severed pursuant to Article 14.06. During their period of layoff they will be deemed to be regular employees but subject to call in provisions of Article 10 of this Collective Agreement.

**D) 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 1827 hours worked with the Employer.

(3)

(i) A casual employee hired having less than one (1) year experience (1827 hours) shall be placed at the first step of the increment scale.

(ii) A new casual employee shall receive credit for previous experience based on one (1) increment step for each 1827 hours of relevant nursing experience, provided not more than two (2) years have elapsed since experience was obtained. Any time spent in an education program mutually acceptable to the Employer and the Union will not be counted as experience but will not constitute a break in service.

(4) A regular employee who terminates employment and is re-employed by the same employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

- (5) When a casual employee applies for and receives a regular position in the same facility in which the employee has been employed, the employee shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes previous experience in accordance with the provisions of Article 46 (Previous Experience), whichever is higher, and shall advance to the next increment step pursuant to Article 11.01.

**E) Benefit Entitlement**

- (1) Casual employees shall be paid any earned shift premium, overtime, and premium pay for work on a paid holiday.
- (2) All casual employees who have completed probation may elect to enroll in the following benefit plans - medical services plan, dental plan, and extended 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 of them.

Where a casual employee subsequently elects to withdraw from the benefit plans, 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-enroll.

- F) The provisions of Article 52 - Provisions of Wage Schedules, Article 47 - Superior Benefits, and Article 56 – Wage Schedules, apply to casual employees.

**G) Vacation Pay and Statutory Holidays**

Casual employees shall receive eight point two per cent (8.2%) of their straight-time pay, excluding all premiums, on each pay cheque in lieu of vacations and statutory holidays.

- H) A casual employee shall be entitled to overtime pay in accordance with Article 23 in the following circumstances:

- (1) The hours of work in one day exceed 7.5.
- (2) For any shifts worked in excess of six (6) consecutive shifts where the shift length is 7.5 hours.

**10.07**

Casual employees will be entitled to accumulate seniority in accordance with Article 12.03 - Seniority.

**10.08**

Casual employees have access to the grievance and arbitration procedures.

**Off Duty Rights**

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

## **ARTICLE 11 — ANNIVERSARY DATE AND INCREMENT**

### **11.01**

A regular employee's initial date of current employment as a regular employee will be the employee's anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date.

### **11.02**

A regular employee will be entitled to increments based on calendar length of service, subject to Article 36 - Leave - Unpaid.

### **11.03**

When a non-registered employee becomes registered, the employee shall maintain their increment anniversary date.

## **ARTICLE 12 – SENIORITY**

### **12.01**

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

### **12.02**

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.

### **12.03**

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.

### **12.04 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;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days;
- G) absence while on long-term disability claim.

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

### **12.05**

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

The seniority list shall contain the following information:

- A) name
- B) status (regular full-time, regular part-time, casual)
- C) position
- D) seniority
- E) Social Insurance Numbers on Union copy only - not for posting

### **12.06**

- 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.

## **ARTICLE 13 – PROBATIONARY PERIOD**

### **13.01**

All employees will be probationary during their first three (3) months of employment, or one hundred and eighty (180) 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.

### **13.02**

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

## **ARTICLE 14 — TERMINATION OF EMPLOYMENT**

### **14.01 Employee Termination**

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

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

### **14.02 Lay-Off**

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

The Employer shall give regular employees the following written notice of layoff or normal pay in lieu of notice as follows:

**A) Regular Full-Time Employees**

- (1) less than five (5) years service – twenty-eight (28) calendar days notice, or regular pay for twenty (20) work days;
- (2) minimum of five (5) years but less than ten (10) years service - forty (40) calendar days notice, or regular pay for thirty (30) work days;
- (3) more than ten (10) years service - sixty (60) calendar days notice, or regular pay for forty (40) work days.

**B) Regular Part-Time Employees**

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

$$\frac{\text{hours paid per month} * (\text{excluding overtime}) \times ** \text{ work days in lieu of notice}}{(152.25 \text{ hours})}$$

- Includes leave without pay up to twenty (20) work days. Reference Article 36 - Leave - Unpaid.
- Entitlement as in (A) (1), (2), or (3).

**C)**

- (1) Service with a previous Employer shall not be included as service for the purpose of this Article, and
- (2) the period of notice must coincide with scheduled work shifts and must not coincide with vacation.

**D) The following process will be used in the event of layoff/displacement:**

A meeting will be arranged between the displaced employee and his/her shop steward and 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 be available. Displaced employees will notify the Employer in writing, no later than 14 (fourteen) calendar days from the date of the meeting in 14.02 (D) above, of the position they have chosen under Article 14.02 (D) (1) or 14.02 (D) (2). Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions at their worksite:

**A) Vacancies**

Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

**B) Bumping**

- a) Displaced employees can elect to bump to a position in line with seniority provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

- b) If an employee who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.

**C) Access to Casual Work**

A laid-off employee may have access to casual work without affecting her status as a laid-off regular employee.

**14.03 Recall**

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

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

Satisfactory reason is in the opinion of the Employer and will not be considered after thirty (30) days of the date of recall.

Regular employees shall have a one (1) year right to recall.

**14.04 Laid Off Employees**

- A) Should vacancies occur following layoff, those employees on layoff will be recalled to these positions in order of seniority providing they have the capabilities and the qualifications to perform the duties of the vacant position. If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 16.01.
- B) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- C) No new employee or casual employee shall be hired to fill regular positions until those laid off have been give first option of recall.

**14.05**

Employees on a leave of absence are not subject to layoff until completion of such leave.

**14.06 Severance Pay**

After being on lay-off for one (1) year, a regular employee will receive the following severance pay:

- A) two (2) weeks pay where the employee has completed a period of employment of at least twelve (12) consecutive months, and
- B) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks pay.

- C) Full-time employees recalled for full-time work and who fail to report for such work under Article 14.03 will not be eligible for severance pay.

Part-time employees recalled for full-time or part-time work and who fail to report for such work under Article 14.03 will not be eligible for severance pay.

## **ARTICLE 15 — PERFORMANCE APPRAISAL**

### **15.01**

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

An appraisal is grievable only if the employee has signed as disagreeing.

### **15.02**

All record of any disciplinary action shall be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the intervening period.

### **15.03 Personnel File**

#### **A) Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, letters of superior performance and excellence, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Union recognizes that personnel files are the property of the Employer, and that the storage, use and reference to the personnel file is done so at its behest.

#### **B) Union Representative or Steward Access**

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

#### **C) Confidential Nature of Personnel File**

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee subject to Clause (A) above.

### **15.04**

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

## **ARTICLE 16 — VACANCY POSTING**

### **16.01 Postings**

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

## **16.02**

The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection with a copy to the Steward.

## **16.03 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position, or a new position in emergent circumstances, provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) days unless the Union and the Employer mutually agree to extend this time limit.
  
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted a leave of absence. Where such a leave of absence is in excess of three (3) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
  
- C) A regular employee who is assigned to a temporary appointment, shall return to the employee's former position and pay rate without loss of seniority and accrued prerequisites when the temporary appointment ends.

## **16.04**

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

## **16.05**

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

## **16.06 Orientation and Training**

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

Orientation may include:

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

## **ARTICLE 17 – PROMOTION, TRANSFER, AND DEMOTION**

### **17.01 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.

### **17.02 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.

### **17.03 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 14.02(D). 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.

### **17.04 Returning to Formerly Held Position**

#### **A) From Outside of Bargaining Unit**

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which the employee would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days, or longer when Article 17.03 (B) applies, from the date the employee commences work in the new position. (Reference Article 12.06 - Employment in Excluded Positions and Within Other Bargaining Units.)

#### **B) From Within Bargaining Unit**

A regular employee promoted or transferred within the certification and returning to the formerly held position shall do so without loss of seniority or accrued benefits.

#### **C) Other Employees Affected**

Any other employees who were promoted or transferred as a result of the promotions or transfers as stated above, shall be returned to their formerly held position under the same terms and conditions as stated in (B) above.

### **17.05 Salary on Promotion**

A promoted employee shall receive the salary which applies to the new position effective the date of the award of the posting.

### **17.06 Increment Anniversary Date**

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

### **17.07 Temporary Assignment to a Lower Rated Position**

If an employee is temporarily assigned to a lower paying position, the employee shall incur no reduction to wages or benefits.

### **17.08 Voluntary Demotion**

An employee requesting a voluntary demotion from a higher paying position and is subsequently demoted to the lower paying position, shall receive the salary and benefit which applies to the lower paying position effective the date of the demotion, and shall be paid on the increment step appropriate to the Employee's continuous service with the Employer.

## **ARTICLE 18 – CREATION OR CHANGES IN CLASSIFICATION**

### **18.01**

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

### **18.02**

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

### **18.03**

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

## **ARTICLE 19 – JOB DESCRIPTIONS**

### **19.01**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, wage level of the job, a summary statement of the job, a list of duties, and the date prepared. Such job descriptions will be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions will be considered as established.

### **19.02**

Nurses' work is that work that is exclusively done by nurses and is contained in Appendix D.

## **ARTICLE 20 – TECHNOLOGICAL CHANGE**

### **20.01 Notice**

Three (3) months before the introduction of any technological change, the Employer will notify the Union in writing of the contemplated change.

### **20.02 Technological Policy**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change. Normal turnover of employees to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of the technological change.

### **20.03 Wages on Reassignment**

An employee reassigned to a lower rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at the employee's current wage rate until the wage rate in the new position equals or exceeds it.

### **20.04**

Any dispute arising in relation to adjustment to technological change shall be resolved in accordance with Article 54 of the Labour Relations Code.

### **20.05 Lay-off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the layoffs shall be done in accordance with the provisions of Article 14 of this Agreement.

## **ARTICLE 21 – NURSING STAFF WORK SCHEDULES**

### **21.01**

The Employer shall post a work schedule and assign employees to a position on it.

Work schedules will be written in ink and shall be posted at least ten (10) calendar days in advance and will be valid for a minimum period of four weeks. In the case of an emergency the Employer may change the work schedule in accordance with Article 21.06 - Insufficient Notice.

### **21.02**

- 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) A regular employee will not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed by the Employer.
- C) Nursing staff, work schedules may take the form of either two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the employee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.
- D) Regular part-time employees shall be entitled to two (2) consecutive designated days off in a seven (7) calendar day period, averaged over the length of rotation, excluding statutory holidays.

### **21.03 Shift Changes**

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

#### **21.04**

- A) Regular full-time employees will not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless the facility's operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances will be paid time and one-half (½) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
- B) If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period, and if the employee works on a statutory holiday as the third shift change of the three (3) different shifts, then unless this arrangement is requested by the employee, the employee will be paid at the rate of one and one-half times (1½ x) the appropriate statutory holiday rate for all hours worked on such statutory holiday.
- C) Regular employees who are required to work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

#### **21.05 Voluntary Shift Exchange**

At the Employer's discretion, employees may exchange shifts among themselves provided that:

- A) prior approval of such exchange is given by the employee's immediate supervisor(s), and
- B) an employee moving to the exchanged shift is entitled to all benefits this Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

#### **21.06 Insufficient Notice**

Should the Employer change the shift schedule and not give at least ten (10) calendar days notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate, as if working on a scheduled day off, for all time worked on the first day of the shift posting change.

### **ARTICLE 22 – HOURS OF WORK, MEAL PERIODS, REST PERIODS**

#### **22.01 Hours of Work**

There will be seven and one-half (7 ½ ) work hours per day, and an average of thirty-five (35) work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

#### **22.02**

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

#### **22.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without an eating period.
- B) When an employee is expressly designated to be available for work during a meal period, and:

- i) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period, exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight point zero (8.0) hours pay at regular rates;
  - ii) the employee is scheduled to work a seven point five (7.5) hour shift and does not receive thirty (30) minutes for a meal period, exclusive of the seven point five (7.5) hour shift, then the employee shall receive seven point five (7.5) hours pay at regular straight-time rates, plus thirty (30) minutes pay at time and one-half (1 ½ ) regular rate;
  - iii) in the event an employee in (i) above is recalled to duty, due to an emergency, during the employee's meal period, the provisions of (ii) apply.
- C) Should an employee be recalled to duty during the meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Article 22 will apply as applicable.
- D) Employees receiving payments under this Article shall also receive shift premium and special allowance.

#### **22.04 Rest Periods**

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

### **ARTICLE 23 – OVERTIME**

#### **23.01 Definition**

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 22.01 Hours of Work.

#### **23.02 Authorization**

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

#### **23.03 Employee's Right to Decline Overtime**

##### **A) General**

The Employer may request an employee to work a reasonable amount of overtime. Overtime shall only be required of the employee by the Employer in an exceptional situation.

##### **B) Double Shift and Work on a Scheduled Day Off**

A regular employee may be requested by the Employer to work on only one (1) of his/her scheduled days off per week, or to work a double shift. The right to schedule the work for the scheduled day off or the double shift remains with the Employer but will only be required in emergency situations.

#### **23.04 Application**

- A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

- B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

**23.05 Overtime Pay Calculation**

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

- A) Overtime at the rate of time and one-half (1 ½ x) shall be paid on the following basis:
  - i) For the first two (2) hours in excess of seven point five (7.5) hours in one (1) day.
  - ii) For the first ten (10) hours in excess of thirty-five (35) hours in one (1) week.
- B) Overtime will be paid at double time (2 x) shall be paid on the following basis:
  - i) For all hours in excess of nine and one-half (9 ½ ) hours in one (1) day.
  - ii) For all hours in excess of forty-five (45) hours per week.
  - iii) For all hours worked on a designated day off the rate of one point five (1.5 x) times for the first three (3) hours worked, and two (2 x) times for the remaining hours.
- C) Overtime at the rate of one and one-half (1 ½ x) times the appropriate holiday rate shall be paid on the following basis:
  - i) For all overtime hours worked on a calendar paid holiday;
  - ii) For all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

**ARTICLE 24 – SHIFT PREMIUM/WEEKEND PREMIUM**

**24.01**

- A) A shift premium will be paid for all hours worked by employees on the night shift of one dollar and twenty-five cents (\$1.25) per hour, effective June 1, 2008, and one dollar and fifty cents (\$1.50) per hour, effective June 1, 2010. This premium is in addition to, and separate from any overtime indexing.
- B) A shift premium will be paid for all hours worked by employees on the evening shift of eighty cents (80¢) per hour, effective June 1, 2008. This premium is in addition to, and separate from any overtime indexing.

**ARTICLE 25 – CALL-IN AND CALL-BACK**

**25.01 Call-In**

A regular employee or casual employee reporting to work at the call of the Employer for unscheduled work will be paid for all hours worked, with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to work or does not comply with health and safety regulations established by the Worker's Compensation Board. A regular employee who starts work shall be paid at the regular rate if the employee commences work unless work is suspended for a reason beyond the Employer's Control.

### **25.02 Call-In and Call-Back on a Statutory Holiday**

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

### **25.03 Use of Employee Vehicle**

The use of an employee's vehicle for Employer business shall be by mutual agreement between the Employer and the employee. Where the employee is required to use their vehicle for Employer business, the employee shall be paid an allowance of thirty-six (\$0.36) per kilometre. There shall be no set minimum for any trip. The employee is responsible for maintaining a written record of mileage for redemption purposes.

## **ARTICLE 26 –RELIEF IN HIGHER RATED POSITION**

An employee designated by the Employer to relieve in a higher-rated position excluded from the bargaining unit will be paid five per cent (5%) per hour more than the employee's existing rate of pay.

## **ARTICLE 27 –HEALTH PROGRAM**

### **27.01**

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

### **27.02 Joint Occupational Health and Safety Committee**

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

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

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

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

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

Such training and orientation shall take place within six (6) months of taking office.

B) The parties agree to work together to consider issues such as (but not limited to):

Early and Safe Return to Work Programs  
Employee and Family Assistance Programs  
Aggressive Behaviour of Residents and their Implementation at Amica Mature Lifestyles Inc./Style de Vie Amica Inc. (Amica at Douglas House)

### **27.03 Workload**

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

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

### **27.04 Medical Examinations**

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

### **27.05**

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

### **27.06**

Where the Employer identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunization shall be provided at no cost to the employee.

Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

### **27.07**

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service education and/or instruction in caring for an aggressive resident will continue to be provided by the Employer pursuant to Article 55.

## **ARTICLE 28 – NON-DISCRIMINATION**

### **28.01**

- 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 harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in discrimination, personal harassment and sexual harassment in the workplace.
- D) The Employer's Harassment Policy and Procedure shall be consistent with this Article.
- E) The Employer will provide workplace education regarding the Employer's Harassment Policy and Procedure to all employees, on a regular basis.

**28.02 Sexual Harassment**

- A) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- B) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering; staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted question or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- C) To constitute sexual harassment behaviour may be repeated or persistent, or may be a single serious incident.
- D) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.
- E) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

**28.03 Personal Harassment**

- A) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

- B) Personal harassment means verbal or physical behaviour that is known or ought to reasonably to be known to be abusive or offensive to another person. Such behaviour could include, but is not limited to:
  - (1) physical threats or intimidation;
  - (2) words, gestures, actions, or practical jokes; the natural consequence of which is to humiliate, alarm, or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- C) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- D) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

#### **28.04 Discrimination**

- A) The Employer and the Union recognize the right of employees to work in an environment free from discrimination and agree that employees who engage in discrimination may be disciplined.
- B) Discrimination means verbal or physical behaviour that is known or ought reasonably to be known to be abusive to another person, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to discrimination based upon:
  - (1) race,
  - (2) colour,
  - (3) ancestry,
  - (4) place of origin,
  - (5) political beliefs,
  - (6) religion,
  - (7) marital status,
  - (8) physical or mental disability,
  - (9) sex,
  - (10) age,
  - (11) sexual orientation,
  - (12) membership or activity in the Union.

#### **28.05 Harassment Complaint Procedures**

In the case of a complaint of discrimination, personal or sexual harassment, the following shall apply:

- A) An Employee who complains of harassment must first comply with the Employer's harassment policy before filing a grievance or Human Rights complaint.
- B) The Employee may have Union representation at any point of the process.
- C) Complaints under this article shall be treated in strict confidence by all Parties involved.

### **ARTICLE 29 – LEAVE – COMPASSIONATE**

#### **29.01**

Compassionate leave of absence with pay for three (3) work days will be granted by the Employer upon request by a regular employee in the event of the death of a family member, including spouse (including common-law), child, parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild.

### **29.02**

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

### **29.03**

The Employer will endeavor to grant additional compassionate leave of absence without pay, if requested by the employee.

## **ARTICLE 30 – LEAVE - COURT DUTY**

### **30.01**

Regular employees who are required by law to serve as jurors or subpoenaed as witnesses in any court of competent jurisdiction shall be granted a leave of absence with pay equal to the length of the court duty.

### **30.02**

An employee in receipt of regular pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that the employee is normally scheduled to work, providing these do not exceed the employee's regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

### **30.03**

Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.

## **ARTICLE 31 – LEAVE - MATERNITY/ADOPTION/PARENTAL**

### **31.01 Leave**

#### **A) Maternity Leave**

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

#### **i) Benefits**

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 36 – Leave - General.
- (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 Article 31.01(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**

- i) 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 31.01(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.

- ii) Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii) An employee(s) combined entitlement to leave under subsection (A), (B), and (C) is limited to sixty-three (63) weeks.
- iv) For additional leaves arising from subsections (c)(i) or (ii) 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 normal fifty-two (52) week period or the sixty-three (63) week period for special circumstances 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 Unemployment 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.

## **31.02 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 36 – Leave - Unpaid.
- (2) For weeks five (5) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

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

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

#### **i) Benefits**

For weeks thirteen (13) 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.

## **31.03 Adoptive Parents**

### **A) Adoptive 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.

#### **i) Benefits**

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 36 – Leave - General.
- (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 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 nineteen (19) weeks of adoption leave are subject to the provisions of Article 36.01 –Leave - General.

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

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

emotional condition - five (5) weeks additional may be taken up to a maximum of combined parental leave and parental leave (special circumstances) of forty-two (42) weeks for each adoptive parent who is an employee of the Employer.

i) **Benefits**

For weeks thirteen (13) 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 benefits.

**31.04 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.

**31.05 Bridging of Service**

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

The following conditions shall apply:

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

**ARTICLE 32 - LEAVE - PROFESSIONAL ASSOCIATION MEETINGS**

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

**ARTICLE 33 - EMPLOYER BUSINESS**

Employees required by the Employer to attend meetings or hearings on behalf of the Employer will continue to receive their normal salary for the time periods required.

The provisions of the Agreement shall apply to the time periods as required above. The Employer shall reimburse the employees for all expenses incurred by the employees during these time periods.

#### **ARTICLE 34 - LEAVE - PUBLIC OFFICE**

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

#### **ARTICLE 35 - LEAVE - SICK**

##### **35.01 Short Term Illness and Injury Plan (STIIP)**

- A) The Employer will arrange for an insurance carrier to provide eligible employees with a Short Term Illness and Injury Plan (STIIP) effective, January 1, 1999.
- B) The STIIP shall have the following characteristics:
  - (1) STIIP benefits will commence starting on the first day in the event of an injury or hospitalization, and on the fourth day in the event of illness.
  - (2) STIIP benefits will be as follows: seventy-five per cent (75%) pay to a maximum of one thousand dollars (\$1,000) per week for a period not to exceed seventeen (17) weeks.
- C) The seventy-five per cent (75%) benefit may be supplemented up to one hundred per cent (100%) at the request of the employee, by the use of the following:
  - (1) sick leave
  - (2) compensatory time-off
  - (3) vacation entitlement
- D) Costs of the premium will be one hundred per cent (100%) Employer paid.

##### **35.02 Sick Leave Bank**

- A) Regular full-time employees shall earn six hours sick leave credits per month to a maximum bank of forty-eight (48) hours.
- B) Regular part-time employees shall earn sick leave credits on a prorated basis, including extra straight time hours worked to a maximum bank of forty-eight (48) hours.
- C) Where the accumulated sick leave balance reaches forty-eight (48) hours, no further credits shall be earned until such time as the balance is reduced below forty-eight (48) hours.
- D) Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized.
- E) Regular part-time employees shall receive their regular pay for scheduled work hours lost, including extra straight time hours scheduled.

##### **35.03 Proof of Sickness**

Sick leave will only be granted 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 provided by the employee may be required for each leave of more than three (3) or more consecutive work days.

#### **35.04**

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

#### **35.05**

Employees who are absent due to sickness beyond their accumulated STIIP credits shall be placed on an unpaid leave of absence until they are in receipt of long term disability benefits.

#### **35.06 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 equalling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, 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) 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.

#### **35.07**

Subject to the operational requirements of the Employer and upon at least eight (8) days notice, absence from work to attend other than emergency medical or dental appointments will be granted as an unpaid leave of absence, when the employee is unable to arrange the appointment during normal off-duty hours.

#### **35.08**

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 for the employee to visit such specialist will be subject to operational requirements and granted as an unpaid leave of absence.

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 subject to operational requirements and granted as an unpaid leave of absence.

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

## **ARTICLE 36 –LEAVE - UNPAID**

### **36.01**

An employee granted unpaid leave(s) of absence totalling less than twenty-one (21) working days in any calendar year will continue to accumulate all benefits. Any excess over twenty (20) working days in any calendar year will be deducted from length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer.

Employees granted leave of absence for Union business pursuant to Article 4.17 shall be exempt from the provisions of this Article.

### **36.02**

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

### **36.03**

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

## **ARTICLE 37 – LEAVE - SPECIAL LEAVE**

### **37.01 Accumulation**

A regular employee shall earn special leave credit with pay up to a maximum of twenty-five (25) days at the rate of one-half (1/2) day every four (4) weeks.

### **37.02 Application**

Special leave shall be granted as follows:

- A) marriage leave - five (5) days;
- B) paternity leave - one (1) day;
- C) for serious illness of a spouse or child residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person - up to two (2) days at one time;
- D) leave of one (1) day may be added to the three (3) days compassionate leave;
- E) leave of one (1) day may be taken for travel associated with compassionate leave.
- F) family responsibility leave – five (5) days leave, three (3) of which shall be paid leave during each calendar year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family. Immediate family shall mean the spouse (including common-and same sex spouses), child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee's family.

### **37.03 Leave - Elections**

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent her/himself from work they shall suffer no loss of salary for the scheduled hours away from work.

## **ARTICLE 38 – ANNUAL VACATION**

### **38.01 Vacation Entitlement**

A) Regular full-time employees are entitled to vacation leave at their regular rate of pay on the following basis:

- 15 work days during the first anniversary year
- 16 work days during the second anniversary year
- 18 work days during the third anniversary year
- 20 work days during the fourth anniversary year
- 20 work days during the fifth anniversary year
- 21 work days during the sixth anniversary year
- 22 work days during the seventh anniversary year
- 23 work days during the eighth anniversary year
- 24 work days during the ninth anniversary year
- 25 work days during the tenth anniversary year
- 26 work days during the eleventh anniversary year
- 27 work days during the twelfth anniversary year
- 28 work days during the thirteenth anniversary year
- 29 work days during the fourteenth anniversary year

B) Regular part-time employees are entitled to vacation leave at their regular rate of pay on a pro-rated basis to that of a regular full-time employee. Vacation credits shall be earned for all extra straight time hours worked.

### **38.02 Anniversary Date**

Vacation entitlement is predicated on the employee's anniversary date of his/her employment. Anniversary year is the year in which the employee's anniversary date of employment falls.

### **38.03**

Vacation leave cannot be carried over from year to year and must be taken annually.

### **38.04 Partial Year of Service**

During the first partial calendar year of service, all employees earn vacation at the rate of four per cent (4%) of their gross pay.

### **38.05**

Employees who have completed their probationary period are entitled to vacation leave at their regular rate of pay. All vacation not taken by December 31 will be paid out at the employee's regular rate of pay.

### **38.06 Vacation Scheduling**

A) Subject to operational requirements, vacations may be scheduled during the entire calendar year. The Employer shall not deny any requested vacation period unreasonably.

- B) Vacation time may be divided and employees may, prior to the scheduling of vacations, request to have their vacation scheduled in accordance with either the principle of seniority or on a rotating basis.

Where a consensus of employees cannot be reached as above, vacations will be scheduled according to seniority on the basis that the employees with the most seniority will have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer will forfeit their seniority rights in respect to choice of vacation time.

- C) Once vacation has been approved, it shall only be changed by mutual consent.

### **38.07 Terminating Employees**

Employees who terminate part way through a calendar year and who have not taken annual vacation will have their vacation entitlement paid out on the basis of the formula indicated in Article 38.02

### **38.08**

Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

## **ARTICLE 39 – STATUTORY HOLIDAYS**

### **39.01 Statutory Holiday Entitlement**

Each regular employee will receive a day off, on or for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government:

New Year's Day	British Columbia Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

### **39.02 Payment for Statutory Holidays**

A regular full-time employee will receive regular pay for each day off for the aforementioned statutory holidays.

### **39.03**

Regular part-time employees will receive the following pay for the aforementioned statutory holidays:

$$\frac{\text{Days paid* per calendar year x regular pay x eleven (11) (excluding overtime)}}{243.6}$$

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

### **39.04 Work on Statutory Holidays**

- A) If an employee is required to work on a statutory holiday, other than a Super Stat, the employee will be paid at the rate of double time (2 x) for the first eight (8.0) hours worked in the day, provided that Articles 39.06, 23.01, 23.03, 23.04, 23.05, and 25.02 are not applicable, and will receive another day off with pay as a statutory holiday. The rate of double time (2 x) will be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within

0001 hours and 2400 hours on the named day. In such cases, the rate of double time (2 x) will be paid for the total hours worked.

**B) Work on a Super Stat**

Employees who are required to work on Christmas Day, or Good Friday shall be paid at the rate of two and one-half (2 1/2) time for the first eight (8.0) hours worked and shall receive another day off with pay as a paid holiday.

**39.05 Statutory Holiday Falling Within a Vacation**

If a statutory holiday falls within a regular employee's annual vacation, the employee will receive an extra paid day off.

**39.06 Statutory Holiday Rescheduled with Insufficient Notice**

If a regular employee is required to work on a day which has been scheduled as a statutory holiday, and is not given at least fourteen (14) calendar days advance notice of the change of schedule, the employee will be paid the appropriate overtime rate for all hours worked on the day, and will receive another day off with pay as a rescheduled statutory holiday.

**39.07 Scheduling of Statutory Holidays**

Subject to the operational requirements of the Employer, reasonably applied, statutory holidays whenever possible will be scheduled for a time which is mutually agreeable to the Employer and the employee concerned. A regular employee will receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

**39.08**

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

**ARTICLE 40 – MEDICAL, EXTENDED HEALTH, DENTAL COVERAGE, AND LONG TERM DISABILITY INSURANCE PLAN (EFFECTIVE JANUARY 1, 1999)**

**40.01 Medical Plan**

Eligible employees 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.

An eligible employee who wishes to have coverage for dependents may do so provided the medical plan is agreeable, and the premium is paid by the employee through payroll deduction. The Employer shall pay seventy-five per cent (75%) of the premium and the employee shall pay twenty-five per cent (25%).

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months employment.

Membership in the Basic Medical Plan is a condition of employment for regular employees who are not members or dependents of another approved medical plan.

**40.02 Dental Plan**

A) The Dental Plan shall cover eligible employees, provided they are not enrolled in another Plan.

- B) The Dental Plan shall cover one hundred per cent (100%) of the costs of the basic Plan "A", sixty per cent (60%) of the extended Plan "B", and sixty per cent (60%) of Plan C, orthodontics to a lifetime maximum of \$2000.00 Plan C coverage is for children only.
- C) The Employer shall pay one hundred per cent (100%) of the monthly premiums.

An eligible employee who wishes to have coverage for dependents may do so provided the dental plan is agreeable, and the premium is paid by the employee through payroll deduction. The Employer shall pay seventy-five per cent (75%) of the premium and the employee shall pay twenty-five per cent (25%).

#### **40.03 Extended Health Care Plan**

- A) The Extended Health Care Plan shall cover eligible employees, provided they are not enrolled in another plan.
- B) The Extended Health Care Plan shall include:
  - i) Expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of five hundred dollars (\$500.00) per person in each four (4) year period (excluding batteries, recharging devices or other accessories)
  - ii) Vision care coverage providing a two hundred and fifty dollar (\$250.00) benefit every two (2) years.
- C) The Employer shall pay one hundred per cent (100%) of the monthly premium.

An eligible employee who wishes to have coverage for dependents may do so and the premium is paid by the employee through payroll deduction. The Employer shall pay seventy-five per cent (75%) of the premium and the employee shall pay twenty-five per cent (25%).

#### **40.04 Group Life Insurance Plan**

- A) Regular employees shall become members of the Group Life Insurance plan as a condition of employment.
- B) The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance, up to and including age sixty-five (65).

Upon termination of employment, including retirement, coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of the employee's group life insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

- C) The Employer shall pay one hundred per cent (100%) of the premium for the Group Life Insurance Plan.

#### **40.05 Long Term Disability Plan**

- A) Regular employees shall become members of the Long Term Disability Plan as a condition of employment.

- B) The Plan will provide two-thirds (2/3) salary continuation until age sixty-five (65) in the event of a disability, to a maximum of three thousand six hundred dollars (\$3,600.00) per month.
- C) The employee shall pay one hundred per cent (100%) of the monthly premium.

**40.06**

Coverage under the provisions in Article 40.02, 40.03, 40.04, and 40.05 shall commence on the first day of the calendar month immediately following the completion of three (3) months employment as a regular employee.

**40.07**

An eligible dependent, for the purposes of Articles 40.01, 40.02, and 40.03, is one who is listed on the employee's tax deduction return form (TD1), or who is acceptable to the Plan. An employee may cover persons other than dependents if the plan carrier agrees, and if the employee pays the full premium for the non-dependents through payroll deduction.

**40.08 Benefit Plans**

The Employer will be responsible to advise new employees of the present benefit plans and present them with the necessary application cards. It shall be the responsibility of the employee to fill out such application forms and return them to the Employer to be eligible for coverage. Existing employees who wish to obtain or alter benefit coverage shall have the responsibility of submitting revised application forms to the Employer. The Employer shall not be held liable for any insurance claim not honoured due to a failure by an employee to submit required forms.

**40.09**

Where a benefit plan is already in effect or is being implemented, the Employer will provide the union with a detailed breakdown of the plan.

**ARTICLE 41 – EMPLOYMENT INSURANCE**

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

**ARTICLE 42 – WORKERS' COMPENSATION**

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

**ARTICLE 43 – LAUNDRY AND UNIFORMS**

Where the Employer requires the wearing of uniforms and does not provide the uniform, the Employer will pay the employee a uniform allowance of \$13.50 monthly to regular full time employees, and \$11.50 monthly to regular part-time employees. Casual employees who have worked in that month will also receive \$11.50.

Where the Employer provides the uniforms, the Employer will provide each regular full time employee four (4) uniforms, each regular part-time employee three (3) uniforms, and each casual employee two (2) uniforms.

For regular employees, new uniforms shall be provided as needed and no less than once per year. New uniforms for casual employees shall be provided as needed.

#### **ARTICLE 44 – EXEMPT AND SAVE HARMLESS**

The Employer will insure:

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

#### **ARTICLE 45 – PERSONAL PROPERTY DAMAGE**

- A) Upon presentation of a written bone fide claim by a Nurse within thirty (30) days of the occurrence, the Employer shall compensate the employee for the replacement cost of, or repair of, any wearing apparel, false teeth, eye glasses, contact lenses, hearing aids, or other personal property, damaged or destroyed, while on duty, caused by the actions of a resident, provided that such personal property is an article of use or wear of a type suitable for use while on duty.
- B) Employees who have the applicable insurance coverage are required to make application for the replacement or repair benefit within seven (7) days of the loss or damage. Proof of the filed claim shall be provided to the Employer by the Nurse before the compensation in paragraph (A) is made.
- C) The Employer will only be responsible for providing replacement or repair of items of similar make or quality or type.

#### **ARTICLE 46 – PREVIOUS EXPERIENCE**

New employees who are employed for a regular position shall receive the following salary recognition for relevant nursing experience, provided not more than two (2) years have elapsed since such experience was obtained;

- one (1) annual increment for every one (1) year's experience.

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

#### **ARTICLE 47 – SUPERIOR BENEFITS**

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, will remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits are surpassed by the benefits and/or wages provided in succeeding Agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

#### **ARTICLE 48 – QUALIFICATION DIFFERENTIALS**

##### **48.01 Special Clinical Preparation**

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

#### **48.02 CHA/CNA and BCIT Courses**

A regular employee 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.

#### **48.03 Baccalaureate Degree**

A regular employee who has received a baccalaureate degree in Nursing shall receive an additional sixty-five dollars (\$65.00) per month.

#### **48.04 Master's Degree**

##### **A) In Nursing**

A regular employee who has received a Master's degree in nursing shall receive an additional one hundred dollars (\$100.00) per month.

##### **B) Other**

A regular employee 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 dollars (\$100.00) per month.

#### **48.05 Multiple Payments Prohibited**

An employee may not qualify for more than one (1) payment under categories in Articles 48.02, and 48.04.

#### **48.06**

The employee must provide proof of qualifications listed in Articles 48.04 and 48.05. The qualifications must be from an accredited Canadian post secondary institution or equivalent.

### **ARTICLE 49 – PAY DAYS**

#### **49.01 Pay Days**

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

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

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

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

#### **49.02**

Unless the employee makes a written request seven (7) days prior to the commencement of the first vacation period that employee will be paid only for the vacation period the employee will be embarking on.

### **49.03 Statement of Wages**

On each pay day, an employee will receive a written statement indicating the following:

- A) in the case of an hourly paid employee, the hourly rate and hours worked;
- B) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- C) any qualification differential, premium, or other payment to which the employee is entitled;
- D) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- E) the amount being received by the employee;
- F) special leave hours used within the pay period;
- G) vacation hours taken within the pay period;

### **ARTICLE 50 — 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 51 – RETIREMENT SCHEME**

Upon completion of three (3) months service, eligible employees shall be brought within the scope of the Retirement Scheme as outlined in Appendix C.

### **ARTICLE 52 – PROVISIONS OF WAGE SCHEDULES**

#### **52.01**

Wages will be paid each employee in accordance with Article 56 - Wage Schedules.

#### **52.02**

All rates of pay and benefits of this Agreement shall be applied according to their respective dates, as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above, shall receive them providing they leave a forwarding address for this purpose.

### **ARTICLE 53 – SEVERANCE ALLOWANCE**

The Employer agrees to provide severance either in pay or notice in lieu in accordance with the Employment Standards Act.

## **ARTICLE 54 – EFFECTIVE AND TERMINATING DATES**

### **54.01 Expiration of Agreement**

This Agreement covers the period from December 1, 2007, to and including November 30, 2011, and shall remain in force and be binding upon the parties thereafter until a new Agreement has been consummated.

### **54.02 Commencement of Bargaining**

Where either party has given notice under Article 50, the parties shall, within ten (10) days after the notice was given, commence collective bargaining.

### **54.03 Effective Date of Agreement**

All compensatory provisions of this Agreement are effective date of ratification, unless otherwise specified in the Agreement or in the terms of settlement.

All non-compensatory provisions of this Agreement are effective date of ratification unless otherwise specified as above.

### **54.04**

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.

## **ARTICLE 55 – 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 their 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 their 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 travelling and subsistence expenses.
- (2) A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis. Subject to operational requirements the Employer shall make every effort to approve two (2) requests per employee per year for education relevant to residential care.

- (3) A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses to take courses where the Employer has required the Employee's attendance.
- (4) **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 56 – WAGE SCHEDULES**

Employees shall be compensated in accordance with wage schedules as per Appendix "B".

## **ARTICLE 57 – PROFESSIONAL RESPONSIBILITY CLAUSE**

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

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

### **57.01**

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.

### **57.02**

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 Chair of the Union/Management Committee and the Director of Nursing/Care.

### **57.03**

Meetings of the Committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.

### **57.04**

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.

### **57.05**

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.

**57.06**

If the employee is not satisfied with the written response from the administrator, the employee with a Union representative, may make a presentation to the owner of the facility who shall hear the presentation and read all relevant materials. The owner or designate shall give the Employee a written response with bona fide reasons for the decision.

**57.07**

If the matter is not resolved to the Employee(s) satisfaction within a further seven (7) days, the Employee may request that the Union proceed to troubleshooter for final resolution.

**57.08**

In the event of an emergency and in the absence of management staff, the Registered Nurse shall have the authority to call in additional staff and for such call-ins, call-in by seniority pursuant to Article 10.06 shall not apply.

**ARTICLE 58 – RESPONSIBILITY PAY**

A Registered Nurse designated by the Director of Care or the General Manager to be in-charge of the worksite shall receive Responsibility Pay of one dollar (\$1.00) per hour for the duration of the assignment.

## APPENDIX "A"

### LONG TERM DISABILITY PLAN

#### Section 1 - Eligibility

- A) Regular employees who are on staff at the date of signing of the Agreement and who are not presently disabled from working or who joined the staff following that date shall, upon completion of the three (3) month probationary period, become members of the Long Term Disability Plan as a condition of employment.
- B) Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the following provisions:

Any employee granted unpaid leave of absence totalling up to twenty (20) working days 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 in any year, the employee shall not accumulate benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits and seniority upon expiration of the unpaid leave.

Employees on long term disability shall be considered employees for the purposes of the Retirement Scheme.

Employees on long term disability shall have their Group Life Insurance Premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

#### Section 2 - Waiting Period and Benefits

In the event 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 one hundred and twenty (120) days, the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings, to a maximum of three thousand six hundred dollars (\$3,600) per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability which shall be increased annually by the COLA which shall not exceed three percent (3%). Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

The long term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age 65, recovers, or dies, whichever occurs first, or as of the

date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

### **Section 3 - Total Disability Defined**

- A) Total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in his/her normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.
- B) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- C) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- D) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.
- E) If an employee who is receiving this Long Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five per cent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty per cent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty per cent (80%) of the employee's earnings at the date of disability.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred per cent (100%) of such earnings.

## **Section 4 - Exclusions and Limitations**

### ***Exclusions***

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- A) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- B) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces; and
- C) flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.

### ***Limitations***

- A) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he/she is prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which he/she has received benefits provided by this policy.
- B) In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

## ***Section 5 - Integration with Other Disability Income***

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/ her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- A) Workers' Compensation Act, or similar law;
- B) Department of Veterans' Affairs;
- C) Retirement or Pension Plan with any employer;
- D) any disability provision or any group insurance policy; and
- E) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan;

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his/her income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

***Section 6 - Successive Disabilities***

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed his/her previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one (1) period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- A) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- B) thirty (30) days, whichever is greater.

***Section 7 - Expiration of Sick Leave***

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated. Following expiration of their STIIP, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to his/her former job, exercising his/her seniority rights if necessary, pursuant to Article 14.02 (D), of the Collective Agreement.

***Section 8 - Benefits Upon Plan Termination***

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

***Section 9 - Premiums***

The cost of this Plan shall be borne by the Employee. Payment of premiums shall cease on termination of employment.

***Section 10 - Waiver of Premium***

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his/her insurance shall be waived for the period during which benefits are paid.

***Section 11 - Claims***

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his/her Employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

***Section 12 - Administration***

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

**APPENDIX “B”**

**ARTICLE 56 – WAGE SCHEDULE**

**General Duty Nurse**

<b>Effective</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>	<b>6th Year</b>	<b>7th Year</b>	<b>8th Year</b>	
Current 2007	\$25.98	\$26.89	\$28.10	\$28.73	\$29.68	\$31.53	\$32.48	\$33.45	
Dec 1, 2007	\$26.63	\$27.56	\$28.80	\$29.45	\$30.42	\$32.32	\$33.29	\$34.29	2.5%
June 1, 2008	\$27.30	\$28.25	\$29.52	\$30.18	\$31.18	\$33.13	\$34.12	\$35.14	2.5%
June 1, 2009	\$28.11	\$29.10	\$30.41	\$31.09	\$32.12	\$34.12	\$35.15	\$36.20	3%
June 1, 2010	\$28.82	\$29.83	\$31.17	\$31.87	\$32.92	\$34.97	\$36.03	\$37.10	2.5%
June 1, 2011	\$29.54	\$30.57	\$31.95	\$32.66	\$33.74	\$35.85	\$36.93	\$38.03	2.5%

## APPENDIX “C”

### RETIREMENT SCHEME

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

#### **Registered Retirement Savings Plan**

- A) For regular employees, participation is optional. Contributions after one (1) year matched by the Employer may be made at two percent (2%) of straight time earnings and two percent (2%) or three percent (3%) at three (3) years of employment.
- B) Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
- C) Employees are offered a choice in the type of investment, i.e. five (5) year guaranteed fund, one (1) year guaranteed fund.
- D) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- E) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the employer contribution will be withheld for one (1) full year.
- F) Employees enrolled in the previous pension plan are subject to provincial locking-in requirements with respect to any withdrawals.
- G) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- H) In the event of a death prior to retirement, the employee(s designated beneficiary will receive the full value of the account balance (subject to taxation).
- I) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes.
- J) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.
- K) With the exception of changes to personal information (e.g. name, beneficiary, etc.) all other changes to the plan, including enrolments, will occur twice (2 x) per year on January 1st and July 1st.

## APPENDIX “D”

### RN NURSING RESPONSIBILITIES

#### *Nursing Staff:*

- Oversee that quality medical care is administered to residents under our care.
- Identify need for and assist with staff development.
- Identify nursing staff concerns and direct them to appropriate administrative head of department.

#### *Residents:*

- Supervise and deliver medical care as prescribed by physician and document any changes in their health status.
- Monitor medical and psychological status.
- Monitor environmental and safety factors.
- Educational and emotional support for both residents and their family.

#### *Housekeeping:*

- Monitor environmental and safety factors. Liaison re residents needs.

#### *Kitchen:*

- Monitor residents dietary requirements. Check on residents that do not appear for meals.

#### *Pharmacy:*

- Act as final check in the dispensing of medications as prescribed by the physician.

#### *Diagnostics:*

- Oversee proper collections of samples and reporting of results to physicians.

#### *Building:*

- Monitor environmental factors and bring any concerns to the attention of appropriate head of department.

- Nursing staff provides both emergency building maintenance and security duties and rounds when administration absent. Outside lights, alarms, cushions, windows, etc.

***Physician:***

- Liaison with physician and co-ordinate plan of care amongst other health care providers.
- Process written and verbal physicians orders in professional prescribed manner.
- Liaison with other health care providers to carry out physicians treatment plans.
- Report back to physician the effectiveness of prescribed treatments and discuss alternate modes of therapy as needed.

***Medication:***

- Responsible to assure final accuracy check of medication documentation and dispense prescribed medications using both D.H. and professional association nursing guidelines.
- Liaison with Pharmacy staff via phone and fax to assure medication regime is dispensed within safety guidelines.
- Update MARR sheets to reflect changes in medication administration.
- Liaison with pharmacy using pink sheets for reorders and green sheets for medication returns due to changes in order or expired treatments.
- A Monthly MARR changeover and unit dose cassette changeover is done on the night shift by the duty RN using a formatted checklist to assure accuracy of medication administration.
- Dispense medications as prescribed using the five (5) rights of medication administration. Question physician and/or pharmacist if uncertain about how medication is to be administered. Utilize CPS in troubleshooting questions re: medication administration. Have pharmacy fax over literature on new medications. Check for expiry dates.
- Educate both the resident and their family and nursing staff about the medications being used in their therapy.
- Observe for medication reactions and train staff to be on the lookout for adverse drug reactions. Document, treat, (following routine orders) and notify appropriate resources if reaction occurs.

***Treatments:***

- Provide emergency first aid to D.H. employees, and residents in both the Intermediate and Independent living areas. Initiate appropriate workers compensation forms and update first aid box. Update Supervisors to course of action taken. Liaison with appropriate emergency services.

- Consult with physician re: treatment choices. Initiate, monitor, assess, and document nursing care plans. Liaison with physician re: effectiveness of treatments and alter mode of therapy as prescribed. Provide care in a professional manner. Maintain unit equipment used in treatments.
- Consult with staff re: effectiveness of treatments, and concerns at report prior to shift change. Outline for staff the need for each treatment, the expected nursing outcomes and what symptomology you expect to be reported immediately. Ongoing staff education.
- Co-ordinate with various agencies to help provide quality individual health care to the resident. Specialists, EOS, clergy, podiatrist, and hairdresser, etc.
- Advanced Directives. Observe residents wishes as outlined in advanced directives. Give resident medical and psychological support during the dying process. Liaison with agencies as needed. Help guide friends, family, and support staff through their own grieving process or refer them to appropriate support resources.

***Diagnostic:***

- Requisition diagnostic testing as prescribed. Insure lab is aware of requested tests and fill out appropriate documentation. Aid lab with test pre-preparation, performance of procedures, and follow up if necessary. Ensure physician is aware of test results.

***Documentation:***

- Utilize appropriate forms as required by Douglas House. Filing of reports. Update and thin charts. Update census. Communication book. Maintenance book. Fax and photocopy pertinent information. Alphabetize staff time cards.

***Unit:***

- Restocking of supplies. Cleaning of medication room. Maintain tidiness of work space. Answer phones when desk staff away.



**MEMORANDUM OF AGREEMENT  
BETWEEN**

**AMICA MATURE LIFESTYLES INC./STYLE DE VIE AMICA INC. (AMICA AT DOUGLAS  
HOUSE)**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**1. MEALS**

The Employers will have meals provided for them by the Employer at the cost of \$2.00 for lunch and \$4.00 for dinner.

Signed on behalf:

**AMICA MATURE LIFESTYLES INC./STYLE DE VIE  
AMICA INC. (AMICA AT DOUGLAS HOUSE)**

Janice Steil  
Gloria Sivertson  
Marjorie McIlroy

**BRITISH COLUMBIA NURSES' UNION**

Micheline Smith  
Donna Bouzan  
Loretta Paterson

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**AMICA MATURE LIFESTYLES INC./STYLE DE VIE AMICA INC. (AMICA AT DOUGLAS  
HOUSE)**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**RE: DENTAL BENEFITS**

The parties agree to meet within six (6) months of the ratification of the current collective agreement provisions to review and discuss the provision in dispute in the current benefit plan, as provided by Group source pertaining to a two thousand and five hundred dollar (\$2,500.00) cap on major restorative services.

Should the parties be unable to reach a mutually agreeable solution, either party may forward this matter to expedited arbitration for final and binding resolution as per Article 9.08 of the Collective Agreement.

Signed on behalf:

**AMICA MATURE LIFESTYLES INC./STYLE DE VIE  
AMICA INC. (AMICA AT DOUGLAS HOUSE)**

*\*(please sign and print your name)*

**BRITISH COLUMBIA NURSES' UNION**

*\*(please sign and print your name)*

**Dated: July 24, 2008**

**Dated: July 24, 2008**

**SIGNED ON BEHALF OF:  
AMICA MATURE LIFESTYLES INC./STYLE DE VIE AMICA INC.  
(AMICA AT DOUGLAS HOUSE)**

*\*(please sign and print your name)*

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*Dated on this \_\_\_\_ day of \_\_\_\_\_, 2008.*

**SIGNED ON BEHALF OF:  
THE BRITISH COLUMBIA NURSES' UNION**

*\*(please sign and print your name)*

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*Dated on this \_\_\_\_ day of \_\_\_\_\_, 2008.*

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