

**2006-2010**

**PROVINCIAL  
COLLECTIVE  
AGREEMENT**

**between**

**HEABC**

Health Employers  
Association of BC

**and**

**NURSES' BARGAINING  
ASSOCIATION**

**April 1, 2006 – March 31, 2010**

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# PROVINCIAL COLLECTIVE AGREEMENT

## SECTION 1

### ARTICLE 1 – PREAMBLE AND DEFINITIONS

#### 1.01 Preamble

- (A) The Unions, Nurses' Bargaining Association, the Employers and the Health Employers Association of British Columbia agree to abide by the terms and conditions set out in this Provincial Collective Agreement.
- (B) For clarity and brevity throughout this Provincial Collective Agreement the term "HEABC" shall be used to describe the Health Employers Association of British Columbia.
- (C) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- (D) Where the asterisk (\*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 37 – Leave – General.)
- (E) For the purpose of calculating benefits commencing the first pay period prior to September 30, 1993, the base day will be 7.2 hours.

#### 1.02 Definitions

ASSOCIATION means Nurses' Bargaining Association.

CALENDER DAY means a twenty-four (24) hour period ending at midnight.

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

CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to any Union included in the Nurses' Bargaining Association.

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

CONSOLIDATED CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to the Nurses' Bargaining Association.

**DAY SHIFT** means a shift in which the major portion occurs between 0730 and 1530 hours.

**DEMOTION** means a change from an employee's position to one with a lower maximum salary level.

**EMPLOYEE** means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

**EMPLOYER** means the corporation, society, person(s), organization, facility, agency, or centre (represented by the Health Employers Association of B.C.) as listed in the appendix attached to the certification issued by the Labour Relations Board of British Columbia.

**EVENING SHIFT** means a shift in which the major portion occurs between 1530 and 2330 hours.

**HEAD OFFICE OF THE ASSOCIATION** means the head office of the British Columbia Nurses' Union.

**HEAD OFFICE OF THE UNION** means the head office for each of the Unions included in the Nurses' Bargaining Association. The respective head offices shall be designated by each Union.

**NIGHT SHIFT** means a shift in which the major portion occurs between 2330 and 0730 hours.

**PROMOTION** means a change from an employee's position to one with a higher maximum salary level.

**SCHEDULED DAY OFF** means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

**SHIFT** means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

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

**UNION** means any Union included in the Nurses' Bargaining Association as the context requires, unless otherwise specifically stated.

**UNION REPRESENTATIVE** means a member of the staff of the Union or designated substitute.

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

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

TOUR OF DUTY means one or more completed shifts.

## **ARTICLE 2 – PURPOSE OF AGREEMENT**

### **(Also see Article 2 Section 2: Community-Based Services)**

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 General Rights**

The management of the Employer's operations and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

### **3.02 Employer Policies**

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

## **ARTICLE 4 – UNION RECOGNITION**

### **4.01 Union Recognition**

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

## **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.

## **ARTICLE 5 – UNION SECURITY**

### **5.01 Security**

- (A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.
- (B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

### **5.02 Union Deductions**

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

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

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

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 in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

## **ARTICLE 6 – UNION RIGHTS AND ACTIVITIES**

### **6.01 Individual Agreement**

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.

The Association and the Union agree not to enter into any agreement or contract with the Employers covered by this Agreement which in any way conflicts with the terms and provisions of this Agreement, recognizing that the HEABC is the accredited bargaining agent.

### **6.02 Contracting Out**

This article is impacted by the *Health and Social Services Delivery Improvement Act*.

The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

### **6.03 Employer's Business**

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

### **6.04 Stewards**

#### **(A) Recognition of Stewards**

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

#### **(B) Notification of Change of Stewards**

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

#### **(C) Duties and Responsibilities**

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

- (1) investigating complaints of an urgent matter, and
- (2) investigating grievances, and
- (3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- (4) supervising ballot boxes and other related functions during ratification votes, and
- (5) attending meetings called by management, and
- (6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- (7) meeting with new employees as a group during the orientation program, and
- (8) acting as appointees to the Union/Management Committee.

**(D) Conditions Governing Stewards**

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

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

Stewards shall not interrupt the normal operations of the worksite.

**6.05 Union Representative Visits**

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the Presidents of the Unions to have access to union members to conduct union business.

**6.06 Superior Benefits**

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall 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.

## **6.07 Personnel File**

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

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

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

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

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

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

## **6.08 Copies of the Provincial Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Provincial Collective Agreement in booklet form to all of its employees. The cost of printing shall be shared equally between the Union and the HEABC.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Provincial Collective Agreement.

## **6.09 New Employees**

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Provincial Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Ac-

tivities. The Employer further agrees to provide new employees with copies of the Provincial Collective Agreement and the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

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

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

### **6.11 Bulletin Boards**

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

## **ARTICLE 7 – STRIKES OR LOCK-OUTS**

During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **ARTICLE 8 – UNION/MANAGEMENT COMMITTEE**

### **8.01 Composition of Committee**

A Union/Management Committee shall be established for each Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

Where there are fewer than 4 nurses employed at a worksite, then the number of Union and management representatives may be limited to one each with an alternate.

## **8.02 Chair**

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

## **8.03 Meetings**

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

## **8.04 Purpose of the Committee**

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

## **8.05 Scope of the Committee**

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

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

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

## **8.06 Stewards**

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

# **ARTICLE 9 – GRIEVANCES**

## **9.01 Discussion of Differences**

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

## **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension

or dismissal of employees and Application disputes under Article 9.03 or 9.07.

### **Step 1**

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

### **Step 2**

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

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

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

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

### **Step 3**

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or arbi-

tration within 90 days after the Employer designate's decision has been received.

### **Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Provincial Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- (A) investigate the difference,
- (B) define the issue in the difference, and
- (C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The above named troubleshooters will be used on a rotating basis at each Employer.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days 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.

### **9.03 Single Employer Policy Dispute**

If a difference of a general nature arises between the Union or its members and a single Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the HEABC.

Where a Health Authority produces a written policy which has application throughout the Health Authority, a grievance regarding the policy may be filed at one worksite within the authority. If the grievance is resolved or arbitrated, the resolution reached will be binding on all Health Authority worksites.

If the grieved policy has limited application throughout the Health Authority, the Health Authority Representative at the Step 3 grievance meeting will confirm with the Union to which work sites the policy does not apply.

## **9.04 Application of Single Employer Arbitration Decisions**

- (A) The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the single Employer, the employees of the Employer, and the Union or Association (as the context requires) in respect to that single Employer.
- (B) The decision is not binding on other members of HEABC or on the Union or Association (as the context requires) in respect to other members unless the Association and HEABC mutually agree.
- (C) HEABC and the Association may rely upon the arbitration award in arguing other arbitrations respecting other members of the Association.

## **9.05 Amending Time Limits**

If the time limits in Articles 9.02, 9.03 and 9.07 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.

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

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

### **Step 1**

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

### **Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

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.

## **9.07 Industry Wide Application Dispute**

### **Step 1**

If a difference of a general nature arises between the Union (on behalf of its members) and HEABC (on behalf of its members) concerning the industry wide interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party (the NBA or the HEABC), shall submit a written grievance

to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference. A copy of the grievance shall in every case be forwarded to the constituent Unions of the NBA and the HEABC.

For the purposes of this Article, a difference of a general nature is defined as one arising as a matter of general interpretation/application or general operation/alleged violation based on the language of the Agreement.

## **Step 2**

The NBA and the HEABC shall meet within sixty (60) days or such later time as may be mutually agreed to attempt to resolve the difference. Failing resolution, either party may submit the difference to arbitration pursuant to Article 10 within 60 days of the meeting.

Notwithstanding any decision(s) issued pursuant to Article 9.02 or 9.03, the decision of the Arbitration Board under this Article shall be binding on all members of the NBA and all members of the HEABC who are covered by this agreement.

Where an arbitrator has been appointed to hear a dispute under Article 9.02 or 9.03 and the dispute is on the same issue as the matter in dispute under Article 9.07, the 9.02/9.03 arbitration proceedings will be held in abeyance. The interpretation established by the Article 9.07 Award shall then be applied on a remedial basis by the parties to resolve the 9.02 or 9.03 disputes on the same issue.

## **9.08 Clarification of the Nature of the Dispute**

If the NBA or the HEABC disputes the article under which a grievance has been filed, the respondent may refer the issue of whether the grievance was filed under the appropriate procedure (i.e. Article 9.02/9.03 or Article 9.07), as a preliminary matter to the Arbitrator or Arbitration Board (as the context requires) prior to the scheduled hearing date(s).

## **9.09 Deviation from Grievance Procedure**

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

## **ARTICLE 10 – ARBITRATION**

### **10.01 Authority of the Arbitration Board or Arbitrator**

(A) Either party may refer any grievance, dispute or difference

unresolved through the procedures in Article 9 to a Board of Arbitration or a single arbitrator as determined by (D) below. Such Board of Arbitration or arbitrator 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) Where an Arbitration Board is used, the Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.
- (C) Where a single arbitrator is used, the arbitrator shall issue a decision which shall be final and binding upon the parties.
- (D) A single arbitrator shall be used for grievances filed under Article 9.02 or 9.03. An Arbitration Board shall be used for industry-wide application disputes filed under Article 9.07.

### **10.02 Notification**

- (A) The party requesting arbitration under Article 9.07 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. 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 Registrar of the Labour Relations Board to make the appointment.

- (B) The party requesting arbitration under Article 9.02 or 9.03 shall notify the other party of its intent to arbitrate and its proposed arbitrator except where the grievance procedure is included within the category of grievances scheduled for expedited arbitration under Article 10.06.

The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Registrar of the Labour Relations Board to make the appointment.

The party referring a grievance to expedited arbitration under Article 10.06 shall notify the other party of its referral.

### **10.03 Expenses of the Arbitration Board or Arbitrator**

The expenses of the Chair of the Arbitration Board or single arbitrator shall be shared equally by the parties. Where nominees

are used, each party shall be responsible for the expenses of its nominee.

#### **10.04 Single Arbitrator**

By mutual agreement between the NBA and the HEABC, a single arbitrator may be substituted for the Arbitration Board established pursuant to Article 9.07.

#### **10.05 Waiver of Time Limits**

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

#### **10.06 Expedited Arbitration**

- (A) All grievances shall be considered suitable for expedited arbitration except grievances relating to:
- (1) dismissals
  - (2) suspensions in excess of five (5) days
  - (3) grievances filed under Article 9.03 or 9.07
  - (4) grievances where a party intends to raise a preliminary objection

By mutual agreement between designated senior representatives of HEABC and the NBA, a grievance falling into one of these categories may be placed into the expedited arbitration process.

Also by mutual agreement between designated senior representatives of HEABC and the NBA, dates previously designated for expedited arbitration may be taken out of the expedited arbitration process and be used for referrals pursuant to 10.02 (B).

A designated representative of the HEABC or the NBA may notify the other party in writing of its intention at the time of referral to remove a matter from expedited arbitration and refer it to arbitration under Article 10.

- (B) A representative of HEABC and the NBA shall meet monthly, or as often as is required, to review the expedited arbitration process and to agree on the cases to proceed at the next scheduled hearing dates. There shall be two expedited hearing dates scheduled each month. The location of the hearings will be at a location central to the geographic area in which the disputes arise. By mutual agreement, the designated representatives from the HEABC or the NBA may agree to alter the scheduled hearing dates.
- (C) Expedited arbitrations will be scheduled on a first referred, first heard basis within the dates scheduled for the Health

Authority. Either party may have the right of refusal on the first date proposed for the expedited arbitration but must accept the next date set for the Health Authority.

- (D) As the process is intended to be informal, the parties will use their staff to present their case. This may include staff employed by member employers.
- (E) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (F) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (G).
- (G) The decision of the arbitrator is to be completed within 3 working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.
- (H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (I) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- (J) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within 5 days of receipt of the Union's summary.
- (K) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- (M) The expedited arbitrators, who shall act as sole arbitrators, shall be: Judi Korbin, John Hall, Joan Gordon, Don Munroe, Chris Sullivan, Mark Atkinson, and Peter Cameron.

## **ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

For the purpose of this Article “regularly scheduled” means any

combination of shifts scheduled in advance and issued by the Employer. (Reference Article 25.04 – Posting of Work Schedules)

Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

### **11.01 Restriction of Employee Status**

The status of all employees covered by this Provincial Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 Grievances.

### **11.02 Regular Full-Time Employees**

#### **(A) Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 26.01 Hours of Work.

#### **(B) Benefit Entitlement**

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

#### **(C) Seniority**

Regular full-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

### **11.03 Regular Part-Time Employees**

#### **(A) Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of fourteen point four (14.4) hours or equivalent per week but less than the full hours as provided in Article 26.01 Hours of Work.

#### **(B) Benefit Entitlement**

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 46 Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)

#### **(C) Seniority**

Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

## **11.04 Casual Employees**

### **(A) Definition**

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- (1) Sickness relief.
- (2) Vacation relief.
- (3) Leave of absence relief.
- (4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments).
- (5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes.
- (6) Paid holiday relief.
- (7) Overtime owing relief.
- (8) Maternity leave relief.
- (9) Client Specific Assignments from Home Support Agencies. These assignments are client specific, subject to cancellation without notice, and may be filled within the total discretion of the client. These assignments are deemed to be in compliance with Articles 11.04 (B) through (F) which shall not apply. (See also Appendix "V")

### **(B) 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.

Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

### **(C) Letter of Appointment**

- (1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, their worksite, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual

employee's days and shifts of availability for work of a casual nature, notation of any specialist qualifications held by the employee, and the mutually agreed wards, units and programs in which the casual employee will work.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the requisite skills or orientation required to practice in that area.

(2) **General Availability**

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revision. Such revision will occur once per year, or, if mutually agreed between the Employer and the employee, on a more frequent basis. The Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

(3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

(4) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.

(5) **Orientation**

The Employer will provide casual employees with orientation to all the wards, units and programs mutually agreed in the employee's letter of appointment.

**(D) Casual Register**

- (1) A casual employee shall be registered for work in those wards, units and programs specified in the letter of appointment.

Casual employees may request placement on the register for additional wards, units or programs. All such requests must be in writing.

When the Employer identifies a shortage of casual employees on a particular ward, unit or program, they will consider requests for placement on the register for those wards, units or programs, from existing casual employees before hiring additional casual employees. Such requests will not be unreasonably denied.

By mutual agreement with the Employer, casual employees will be added to the register for additional wards, units or programs. Where such agreement has been reached, a revised letter of appointment shall be issued.

- (2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed wards, units and programs in which the casual employee will work.
- (3) Seniority on the master casual register shall be updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the worksite.

**(E) Procedure for Casual Call-In**

- (I) The manner in which casual employees shall be called to work shall be as follows:

- (1) The Employer shall offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority providing the casual employee:
- (a) is registered for work in the ward, unit or program where the work exists; and
  - (b) has the qualifications and capabilities to perform the work being relieved; and
  - (c) has been orientated to the ward, unit or program.

Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

- (2) Exceptions to the above may occur to address the need to consolidate the skills of new graduates as per the Letter of Understanding on New Graduates. (see Appendix “AA”)
- (3) Notwithstanding (1) above, where the Employer has received 24 hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.

- (4) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- (5) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (I) above.

(6) **Telephone Call-In**

- (a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C) (3) above.
- (b) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E) (I). The Employer shall permit the telephone to ring a minimum of eight (8) times.

- (c) 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.
  - (d) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.
- (7) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: ward/unit/program or worksite), any combination of shifts.
- (II) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(I) by the Employer.
  - (III) Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control.)
- (F) 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 a total annual FT equivalent hours (1879.2) worked for the Employer at the increment step and for another health care employer signatory to the Nurses' Provincial Collective Agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.
  - (a) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.

- (b) A casual employee who terminates with an Employer listed in the attachments to the Consolidated Certification, and is employed within thirty (30) calendar days as a casual employee with an Employer listed in the attachments to the Consolidated Certification, shall retain the increment step attained with the previous Employer. Subsequent increments shall be granted pursuant to Article 11.04(F)(2).
- (c) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(2)(b) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1879.2 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.
- (3) A regular employee who terminates her 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.
- (4) When a casual employee applies for and receives a regular position in the same worksite in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 52 (Previous Experience) which ever is higher, and shall advance to the next increment on her anniversary date of employment.

**(G) Benefit Entitlement**

**(1) Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 Grievances and Article 10 Arbitration.)

**(2) Vacation Pay and Paid Holidays**

Casual employees shall receive 12.2% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

**(3) Other Benefits**

Casual employees shall be paid any earned shift premi-

um, special allowance, overtime, on-call, call-back and call-back travel allowance pay, isolation allowance, and premium pay for work on a paid holiday.

The provisions of Article 56 Payment of Wages, Article 61 Wage Schedule Classifications, Article 62 Wage Schedules, and Article 6.06 Superior Benefits, apply to casual employees.

(4) **Health and Welfare Coverage**

(a) **Benefit Entitlement**

All casual employees who have completed 172.8 hours with the Employer 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 enroll 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.

(b) **Benefit Premium Refund**

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

- (i) In order to be eligible, casuals, once enrolled in the plan, must have worked 939.6 hours with the Employer during the yearly period October 1 to September 30.
- (ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.
- (iii) Employees failing to attain 939.6 hours as an

enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.

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

(5) **Benefits for Casual Employees in Temporary Appointments**

Where a job posting under Article 17.02(B) is filled by a casual employee and the casual employee occupies the position in excess of 4 months, she will be entitled to the following benefits:

- (a) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 8% vacation benefit is not to be paid out on every payday but accrued instead;
- (b) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 42.01 and be entitled to take such accrued sick leave in accordance with Article 42.02; and
- (c) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(H)(4)(a) above for the period subsequent to the first 31 days of the position. After the casual employee has filled the position for a period of 4 months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(H)(4)(a) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

- (a) The regular incumbent returns to the position; or
- (b) The casual employee is no longer working in the posted position.

(H) **Seniority**

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1879.2) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(B) Seniority – Definition.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

1. Determine the number of hours worked in the 12 month period.
2. Divide by 52.2 weeks.
3. Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

**(I) Overtime Pay**

- (1) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:
  - (a) The hours of work in one day exceed either:
    - (i) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or
    - (ii) the length of the extended shift offered and accepted.
  - (b) For any shifts worked in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.
  - (c) For any shifts worked in excess of 6 consecutive shifts where the shift length is between 7.2 and 8 hours.
  - (d) For any shifts worked in excess of 5 consecutive shifts where 3 or more of the 5 are greater than 8 hours in length.
  - (e) For any shifts worked in excess of 6 consecutive shifts where 4 or more of the 6 are between 7.2 and 8 hours in length.
- (2) Overtime for shift care and client specific nursing assignments will be payable in accordance with current practice. (Reference Article 11.04(A)(5) and 11.04(A)(9)).

**(J) Probationary Period**

- (1) Newly hired casual employees will be probationary dur-

ing their first three months of employment or 468 hours worked, whichever is greater.

- (2) For nurses working client specific assignments from home support agencies, the probation period for newly hired casual employees shall be 468 hours worked.

**(K) Employer Approved Education Programs**

Casual employees attending Employer approved education programs paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of 156 hours at the employee's regular hourly rate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

## **ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS**

### **12.01 Definition**

Increment step means the annual gradation of wages within a classification as set out in Article 61 Wage Schedule Classifications.

### **12.02 Anniversary Date**

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference Article 6.07 Superior Benefits and Article 12.03 Increments).

### **12.03 Increments**

A regular employee shall be entitled to increments based on a year's length of service subject to Article 37 Leave – General.

## **ARTICLE 13 – SENIORITY**

### **13.01 Definition**

**(A) Regular Employee**

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 employ-

ment, plus any seniority accrued, while working as a casual employee of the Employer.

**(B) Casual Employee**

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1879.2 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within 30 calendar days shall retain her seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position:

- (i) is entitled to seniority credit in the regular position for the total number of hours worked as a casual at all worksites of a health care employer signatory to the Nurses' Provincial Collective Agreement up to a maximum of the annual full-time equivalent 1879.2 hours per year; and
- (ii) the casual seniority hours worked at all worksites referred to in (i) above will be voided.

**13.02 Worksite Seniority**

Seniority relates to worksite seniority and is not portable with the exception of 13.03, 13.04 and 51.02(H).

**13.03 Dovetailed Seniority**

Within the five Regional Health Authorities, when employees are exercising displacement or recall rights, seniority relates to dovetailed seniority within the Dovetailed Seniority List Area (DSLAs) as described by decision B274/2002 of the Labour Relations Board of British Columbia and as listed below:

1. Vancouver Coastal Health Authority
2. South Vancouver Island Health Service Delivery Area
3. Central and North Vancouver Island Health Service Delivery Areas
4. Simon Fraser and South Fraser Health Service Delivery Areas
5. Fraser Valley Health Service Delivery Area
6. East Kootenay Health Service Delivery Area
7. Kootenay/Boundary Health Service Delivery Area
8. Okanagan Health Service Delivery Area
9. Thompson/Cariboo Health Service Delivery Area

10. North East Health Service Delivery Area
11. Northern Interior Health Service Delivery Area
12. North West Health Service Delivery Area

The above list is included for clarification only and is subject to change by legislation, LRB decision, or mutual agreement.

#### **13.04 Accommodation of Seniority**

An employee can transfer seniority from one worksite of a Health Authority to another worksite of the same Health Authority in the following circumstances:

1. when an employee is transferred according to Section 4 of the Health Authorities and Social Service Delivery Improvement Act;
2. when a displaced employee moves to a vacancy at another worksite [refer to 19.01(B)(2)];
3. when a displaced employee bumps to another worksite; and
4. when a displaced employee joins a casual list at another worksite.

#### **13.05 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- (A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- (B) absence due to maternity leave as provided for in this Agreement;
- (C) absence due to any paid leave for the period of the leave;
- (D) absence due to the conduct of Union business;
- (E) absence due to lay-offs, for the first twenty (20) work days;
- (F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- (G) absence while on a long-term disability claim.

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

#### **13.06 Employment in Excluded Positions and Within Other Bargaining Units**

- (A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her 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 her seniority.

### **13.07 Merged Seniority Lists**

Seniority lists for employees covered by this collective agreement will be merged at the worksite regardless of Union membership.

### **13.08 Seniority Lists**

- (A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within each Union. The lists shall be posted on each Union bulletin board and a copy shall be forwarded to the Head Office of each of the Unions.

The seniority list shall contain the following information:

- (i) name;
  - (ii) status (regular full-time, regular part-time, casual);
  - (iii) wage schedule classification;
  - (iv) start date;
  - (v) total hours for casuals;
  - (vi) job titles;
  - (vii) worksite;
  - (viii) Social Insurance Number (subject to (B) below).
- (B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

- (C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

## **ARTICLE 14 – PROBATIONARY PERIOD**

- (A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this

probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.

The term “three (3) months” is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

- (B) For employees working in Community-Based Services, all regular full-time employees shall be probationary during their first 3 months of employment. For regular part-time employees, the probationary period shall be 468 hours worked.
- (C) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- (D) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

## **ARTICLE 15 – TERMINATION OF EMPLOYMENT**

### **15.01 Employee Termination**

- (A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- (B) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.
- (C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.04 (scheduling of vacation).
- (D) Provided that 28 days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

### **15.02 Waiver of Notice**

The Employer may waive the written notice as set forth in Article 15.01.

### **15.03 Notice – Penalty**

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to 8% shall be paid 6%; an employee entitled to 10% shall be paid 8%; etc.

### **15.04 Employer Terminations**

- (A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 Resolution of Employee Dismissal or Suspension Disputes.)
- (B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 Grievances and Article 10 Arbitration.)

## **ARTICLE 16 – EMPLOYEE EVALUATION**

### **16.01 Evaluations**

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

### **16.02 Employee Rights**

- (A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- (B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- (C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

### **16.03 Records Removed**

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

## **ARTICLE 17 – VACANCY POSTINGS**

### **17.01 Postings**

- (A) The Employer shall post notice of all nursing vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
- (B) Notwithstanding Article 17.01(A) above, nursing vacancies in mental health services and in extended and intermediate care services will be dual posted for RN's and RPN's.
- (C) The Employer will post all Level 1 positions (with the exception of Public Health and Preventative Nurses) without the requirement for a BScN degree.

Where the Employer determines that a Level 2 position requires a BScN degree, the position will be posted with a notification that states the Employer will equally consider an equivalent combination of education, training and experience.

- (D) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.
- (E) The Employer may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings.

When the Employer utilizes electronic job postings only:

- (a) A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite.
- (b) Employers will ensure that employees will have reasonable access to electronic posting information.

### **17.02 Temporary Appointments**

- (A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment

with the Employer. The temporary appointment shall not exceed thirty (30) work 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 leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- (C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued prerequisites when the temporary appointment ends.

### **17.03 Temporary Positions**

- (A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- (B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- (C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

### **17.04 Regular Float Positions**

Where the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A) the Employer will establish float positions. To ensure the full utilization of these float positions, the

Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 17.01 Postings.

A float nurse is a regular employee who is utilized for work as defined in Article 11.04(A) on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite.

### **17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status**

- (A) Where an increase or decrease in hours is required in a unit, ward, or program, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- (B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.03 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

### **17.06 Posting of Successful Candidate**

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope.

## **ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS**

### **18.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, 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 bargaining unit is not appointed to fill the vacancy or new position, she shall be

given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.06. The Employer shall provide such reasons within a further fourteen (14) calendar days.

### **18.02 Filling Vacancies**

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

### **18.03 Qualifying Period**

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in her 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, she shall be returned to her previously held position.

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

### **18.04 Orientation and Training**

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite or new to the unit/ward to enable the employee to adjust.

Orientation shall include:

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

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

### **18.05 Returning to Formerly Held Position**

- (A) From Outside of Bargaining Unit  
The returning employee who was promoted outside of the cer-

tification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.04 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 her formerly held position shall do so without loss of seniority or accrued benefits.

(C) Other Employees Affected

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

### **18.06 Salary on Promotion**

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

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

### **18.07 Increment Anniversary Date**

A promotion shall not change an employee's increment anniversary date. (Reference Article 12 – Anniversary Date and Increments.)

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

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

### **18.09 Voluntary Demotion**

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

## **ARTICLE 19 – LAY-OFF & RECALL**

The provisions of Article 19 in the Provincial Collective Agree-

ment for 2001-2004, except as amended by the Health and Social Services Delivery Improvement Act and LRB decisions B232/2002, B274/2002 and B8/2003, remain in effect until December 31, 2005.

Effective January 1, 2006 the following language will apply.

Provisions of this Article (and Article 13) based on decisions B232/2002, B274/2002 and B8/2003 of the Labour Relations Board of British Columbia are included for clarity only and are not intended to either expand or restrict the rights provided by those decisions.

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

### **19.01 Displaced Employees**

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 and willing to do the work of the employees laid-off.

An employee who is qualified and yet unwilling to do the work shall be laid-off.

#### **(A) Notice to the Union**

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

#### **(B) Displaced Employees' Options**

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 within their worksite, a list of unfilled vacancies within the Dovetailed Seniority List Area (DSLAs), a current union seniority list for the worksite (see Article 13.07) as well as a dovetailed seniority list for the Dovetailed Seniority List Area (where appropriate) of those employees with less than seven (7) years seniority, and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B)(1) or Article 19.01(B)(2) or Article 19.01 (B) (3) (c).

At the end of the seven (7) day period noted above, or earlier if it is agreed that no comparable worksite bump is available per Article 19.01(B)(3)(c) prior to that time, the displaced

employee will have a further seven (7) calendar days to notify the Employer in writing of the position they have chosen under Article 19.01 (B)(3)(d).

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 (the worksite restriction is not applicable to existing local agreements, multi site Employers with merged seniority lists, or to community nurses bumping within or between programs) or DSLA as appropriate under Article 13.03.

(1) **Vacancies**

- (a) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for 2 months prior to the issuance of displacement notices.
- (b) 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.

(2) **Unfilled Vacancies**

Where appropriate under Article 13.03, displaced employees shall have access to unfilled vacancies that have been previously posted and gone unfilled within their DSLA. 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.

The four Health Authorities whose dovetailed seniority lists are less than authority wide may nonetheless choose to offer unfilled vacancies to displaced employees on an authority wide basis.

(3) **Bumping**

- (a) Displaced employees can elect to bump to a position in line with seniority (subject to 3(b) below), pro-

vided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

- (b) Displaced employees will choose a position to bump into by designating:
  - (i) the FTE;
  - (ii) the unit/ward/program (program for community nurses only); and
  - (iii) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.

They will then bump to the position held by the junior employee with the designated FTE, shift pattern and unit/ward/program (program for community nurses only). Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 19.01(B).

- (c) **Worksite Bumping**  
Displaced employees will review their bumping options in their own worksite first and follow the bumping procedures as listed in (a)-(b) above.
- (d) **DSL A Bumping**
  - (i) Should a displaced employee not be able to bump into a position that is comparable, and they do not volunteer to bump into a non-comparable position, they will be deemed to have exhausted their bumping options at the worksite and may exercise their bumping rights, as above, within the DSL A where appropriate under Article 13.03.
  - (ii) A comparable position will be defined as a position that is:
    - (a) within a field of practice sharing a common clinical focus (e.g.: medical, surgical, extended care, intensive care, psychiatric care, etc) with the employee's pre-displacement field of practice;
    - (b) +/- 0.2 FTE of the employee's pre-displacement FTE; and
    - (c) does not require the employee to change their status.
  - (iii) An employee exercising bumping rights within

the DSLA may bump an employee occupying a comparable position with less than seven (7) years seniority or may choose to bump into a non-comparable position held by an employee with less than seven (7) years seniority.

- (iv) Should the employee exercising bumping rights within the DSLA not have any comparable bump options with less than seven (7) years seniority, they may bump into the most junior comparable position held by an employee with seven (7) years or more seniority on the dovetail seniority list at the worksite chosen by the employee.
- (v) Should no comparable position be available for the displaced employee within the DSLA, the employee may bump into the most junior position held by an employee at the worksite chosen by the employee.

(4) **Lay-off**

If a displaced employee finds there is no satisfactory position available to her, she may elect lay-off.

(5) **Access to Casual Work**

A laid-off employee may have access to casual work without affecting her status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 19.03.

(6) **Severance Allowance**

A laid-off employee shall be entitled to severance allowance pursuant to Article 55.

(C) **Displacement Processes**

- (i) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.
- (ii) 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.

- (iii) An employee selecting or bumping into a position under Article 19.01(B)(1), 19.01(B)(2) or 19.01(B)(3) shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid off.
- (iv) Any change in position under Article 19.01(B)(3) shall not result in a promotion unless agreed upon between the Union and the Employer.
- (v) A displaced employee filling a lower rated position under 19.01(B)(1), (2) or (3) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

## **19.02 Advance Notice**

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu 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:

$$\frac{\text{hours paid per month} * (\text{excluding overtime}) \times **(\text{work days}) \text{ in lieu of notice}}{(156.6 \text{ hours})}$$

\* Includes leave without pay up to twenty (20) work days.  
(Reference Article 37 – Leave – General.)

\*\* Entitlement as in (A)(1), (2) or (3).

**(C) Application**

- (1) service with a previous Employer shall not be included as service for the purpose of this Article;
- (2) the period of notice must be for the time scheduled to be worked and must not include accrued vacation.

**19.03 Benefits Continued**

- (A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 37 – Leave – General.)
- (B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- (C) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- (D) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

**19.04 Recall**

- (A) Should regular vacancies occur following lay-off, those employees on lay-off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.  
Laid-off employees may decline recall to one regular position without affecting their lay-off status.
- (B) The Employer shall give seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.

Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

- (C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- (D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- (E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

### **19.05 Recall Period**

Post probationary employees who are laid-off beyond a one year period of time shall be deemed to be terminated. Probationary employees who are laid-off beyond a three month period of time shall be deemed to be terminated.

### **19.06 Leaves of Absence**

Employees on leave of absence are not subject to lay-off until completion of such leave.

## **ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION**

This article is impacted by the Health and Social Services Delivery Improvement Act.

### **20.01 Technological Policy**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

### **20.02 Technological Displacement**

- (A) Employee Notified  
Employees affected by technological change shall be notified

in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

(B) Union Notified

- (1) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- (2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 – Arbitration.

### **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 her current wage rate until the wage rate in the new position equals or exceeds it.

### **20.04 Lay-Off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 19 – Lay-Off and Recall.

## **ARTICLE 21 – CREATION OF NEW POSITION**

### **21.01 Employer Notice**

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 and shall provide a copy of the new job description to the Union, pursuant to Article 23.

### **21.02 Implementation**

- (A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

**(B) Job Classification Review Procedure**

- (i) Where the Union has initiated the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representatives.
  - (ii) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 21.02 (B)(i), representatives of the Union and HEABC shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.
  - (iii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Joan Gordon, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B)(ii)) as the parties in determining the appropriate classification/wage level for the job in question.
  - (iv) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.
- (C) If the Union objects to the wage structure established by the Employer and by negotiation or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employee's date of employment in the new position.

## ARTICLE 22 – CHANGE IN CLASSIFICATION

### 22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 and shall provide a copy of the new job description to the Union pursuant to Article 23.

### 22.02 Implementation

- (A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.
- (B) **Job Classification Review Procedure**
- (i) Upon initiation of the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representative.
  - (ii) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 22.02 (B)(i), representatives of the Union and HEABC shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.
  - (iii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Joan Gordon, or other mutually agreeable

arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B)(ii)) as the parties in determining the appropriate classification/wage level for the job in question.

- (iv) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.
- (C) If the Union objects to the wage structure established by the Employer, and through negotiations or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.

### **22.03 Employee Grievance**

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 22.02(B) above shall be utilized.

## **ARTICLE 23 – JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall 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 sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

## **ARTICLE 24 – JOB CLASSIFICATION AND PAY EQUITY PROCESS**

The parties agree to the principles of pay equity.

## **ARTICLE 25 – WORK SCHEDULES**

### **25.01 Master Work Schedule**

Each Employer shall develop a master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

### **25.02 Determination of Work Schedules**

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

### **25.03 Flexible Hours**

The Employer and employees at each worksite agree to cooperate in developing and implementing mutually agreed flexible hours for scheduling particular positions. HEABC and the Union will consider and, if acceptable, approve variations to the agreement to accommodate this Article. Flexible scheduling arrangements awaiting approval shall remain in place until reviewed by the parties.

### **25.04 Posting of Work Schedules**

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

### **25.05 Requirements of Work Schedules (Acute Care Component)**

- (A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer.
- (B) The employee may request in writing to work fixed evening or night shift.
- (C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- (D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- (E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement

between the Employer and the Union, this provision may be waived.

- (F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 – Definitions.)

#### **25.06 Requirements of Work Schedules (Continuing Care Component)**

- (A) 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.
- (B) 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.
- (C) 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.

#### **25.07 Requirements of Work Schedules (Employees on Flexible Work Schedules)**

This Article applies to all nurses who are employed in a program which provides other than 24 hour per day inpatient or residential care services (without restricting the generality of the foregoing, these shall include such services as home support, home care, long-term care case management, health promotion and prevention, and community mental health.)

- (A) The Parties recognize the particular and unique needs of clients dealing with community based health care services and that the provision of such services cannot always be predicted accurately in advance. In the interest of client care, it is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of the services. In this regard, the parties agree that work schedules for employees engaged in such activities will be scheduled on a flexible basis.
- (B) The scheduled hours of work for nurses within this program shall be flexible to a maximum of 144 hours within a four (4)

week period. The Employer will identify each 4-week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.

- (C) It is intended that the base schedule to which flexibility is to be applied shall be a 7.2 hour work day.
- (D) In planning the proposed schedule, the 7.2 hour work day may be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.

The planning may also include the identification of possible day(s) or partial day(s) off. These day(s) are scheduled in anticipation of the employee working sufficient flexible time in excess of the base daily full-shift hours. It is understood that such day(s) off or partial day(s) will in fact be earned. It is also understood that employees are entitled to benefits in accordance with the base daily full-shift work day, as applicable while on paid or unpaid leaves of absence.

- (E) Once posted the proposed daily schedule of hours can also be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.
- (F) The employee shall keep an accurate record of actual hours worked which will be submitted to his/her supervisor.
- (G) The Employer shall make every effort to notify an employee of any anticipated changes to the length of the work day.
- (H) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four-week period, it is agreed that no premium or penalty contemplated in Article 28 (Shift Differential) or 27 (Overtime) of the Provincial Agreement shall apply where it results from an employee exercising his/her right to flexible work arrangements pursuant to this Article. (See Appendix "P")
- (I) Increases or decreases in caseload shall be a determining factor in the scheduling of hours of work within the four (4) week averaging period.

The parties agree that notwithstanding the above paragraph, the proposed daily schedule of hours of a regular part-time or casual employee who is working a flexible work schedule may be cancelled.

- (J) To ensure adequate services for the Public and still maximize the number of employees with weekends scheduled off and

evenings scheduled off, it may be necessary to schedule, by mutual agreement at the local level, six consecutive days.

- (K) Flexible work schedules may be cancelled by either the employee or the Employer. Upon giving written notice of cancellation to the other party, new schedules will be implemented within ninety (90) days of the date of such notice. The new work schedules will comply with the conditions applicable to Continuing Care work schedules (i.e. Articles 25.06(A) to (D)).

### **25.08 Insufficient Notice**

- (A) 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 for all time worked on the first day of the shift posting change. (Reference Article 39.04(D) Changes in Schedule with Insufficient Notice.)
- (B) Insufficient notice shall not apply to employees working for home support agencies, except for Field and RN Supervisors.

### **25.09 Voluntary Shift Exchange**

When operational requirements permit, employees may exchange shifts among themselves provided that:

- (A) prior approval of such exchange is given by the employee's immediate supervisor; and
- (B) an employee moving to the exchanged shift is entitled to all benefits of this Collective 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.

### **25.10 Leave of Absence Refused**

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

(Article 33 – Leave – Compassionate, Article 34 – Leave – Court Appearance, and Article 42 – Leave – Sick, do not apply.)

### **25.11 Extended Work Day Memorandum**

Variations to this article to provide for extended work days are

contained in the Extended Work Day Memorandum attached to and forming part of this agreement.

### **25.12 Three Different Shifts Worked (Where operations are on a 24 hour continuous basis)**

- (A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless 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 shall be paid time and a half (1.5) 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) On implementation of revised work schedules as outlined in 25.05(A) regular employees shall not be required to work three different shifts unless emergent circumstances require such arrangement. Employees who 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.

## **ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS**

### **26.01 Hours of Work**

There shall be an average of 36 work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of 36 hours per week. The normal daily full shift hours shall be 7.5 hours except for existing positions whose normal daily full shift hours are 7.2 hours. Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than 7.5 hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 25.02).

The base day for benefit calculation purposes is 7.2 hours.

### **26.02 Consecutive Hours of Work**

The daily hours of work for each employee shall be consecutive with the following exceptions:

- (1) Client specific nurses working from home support agencies working more than one (1) scheduled shift per day shall have

the right to refuse split shifts except those confined to a twelve (12) consecutive hour period.

- (2) Employees subject to a flexible work schedule arrangement may work split shifts, where the employee requests a split shift and the Employer agrees.

### **26.03 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 results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 26.03(A) also applies to employees working overtime.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
  - (1) the employee is scheduled to work a 7.2 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.2 hour shift, then the employee shall receive 7.7 hours pay at regular rates;
  - (2) the employee is scheduled to work a 7.2 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.2 hour shift, then the employee shall receive 7.2 hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
  - (3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
- (C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- (D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 Overtime.

### **26.04 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.

## **26.05 On-Call Time**

Hours of work shall not include on-call time.

## **26.06 Standard/Daylight Savings Time Change**

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

# **ARTICLE 27 – OVERTIME**

## **27.01 Definition**

- (A) Except as in (B) below, 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 26.01 Hours of Work.
- (B) For employees working a flexible schedule pursuant to Article 25.07 – Requirements of Work Schedules, overtime means authorized work performed in excess of 144 hours in a designated four week period, which shall be compensated at the rate of time and one-half of the employee's regular rate of pay. It is understood that every reasonable effort will be made to schedule earned time off within the proposed schedule. Notwithstanding the paragraph above, in the event that an employee is unable to do so, it will be carried over to the next four (4) week period where it shall be scheduled off at a mutually agreeable time.

## **27.02 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.

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

### **(A) General Rights**

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

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

A regular full-time employee may be requested by the Employer to work on only one (1) of her scheduled days off per week, or to work a double shift. The decision to work the

scheduled day off or the double shift remains with the employee.

#### **27.04 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.

#### **27.05 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 (1.5) shall be paid on the following basis:
  - (1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 Hours of Work;
  - (2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 26.01 Hours of Work.
- (B) Overtime at the rate of double (2) time shall be paid on the following basis:
  - (1) for all hours in excess of those worked in (A)(1) above;
  - (2) for all hours in excess of those worked in (A)(2) above;
  - (3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
    - (a) (i) in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.

- (ii) In excess of 6 consecutive shifts where the shift length is between 7.2 and 8 hours.
- (iii) In excess of 5 consecutive shifts where 3 or more of the 5 are greater than 8 hours in length.
- (iv) In excess of 6 consecutive shifts where 4 or more of the 6 are between 7.2 and 8 hours in length.

- (b) more than 216 straight time hours over the course of three consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

- (C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
  - (1) for all overtime hours worked on a calendar paid holiday;
  - (2) 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 28 – SHIFT PREMIUM AND WEEKEND PREMIUM**  
**(This Provision is not applicable to certain Employers.**  
**See Article 25.07(H))**

**28.01 Application**

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked during the evening or night shift.

**28.02 Shift Premium**

The evening shift premium shall be 70¢ per hour. Effective April 1, 2006, the night shift premium shall be \$3.50 per hour.

**28.03 Weekend Premiums**

Effective April 1, 2006, an employee shall be paid a weekend premium of \$2.00 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

## **28.04 Super Shift Premium**

Effective April 1, 2001, an employee shall be paid a super shift premium of \$1.00 per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

## **ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN**

### **29.01 Definitions**

- (A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.
- (B) Call-back means the period during which an employee is scheduled off-duty and is either:
  - (1) on-call and reports to duty at the Employer's request, or
  - (2) is not on-call and returns to duty, at the Employer's request, after the completion of her shift.
- (C) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

### **29.02 Application**

During the time the employee is receiving call-back pay, the on-call premium shall not apply.

### **29.03 On-Call**

#### **(A) Premium**

Effective April 1, 2006, an employee on-call shall be paid a premium of \$3.00 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

Effective April 1, 2007, an employee on-call shall be paid premium of \$3.25 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

Effective April 1, 2008, an employee on-call shall be paid premium of \$3.50 per hour for the first 72 hours on-call in a cal-

endar month. Thereafter, the employee shall receive \$4.25 per hour.

Effective April 1, 2009, an employee on-call shall be paid premium of \$3.75 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

**(B) On-Call Limited**

Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

**(C) Pagers**

Should the Employer require an employee to have a pager or beeper available during her on-call period, then all such related expenses for such devices shall be the sole responsibility of the Employer.

**29.04 Call-Back (This Provision is not applicable to certain Employers. See Article 29.04 Section 2: Community-Based Services)**

**(A) Compensation**

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 for each separate call-back.

**(B) Call-Back on a Paid Holiday**

An employee receiving the on-call premium specified in Article 29.03 and who is called back to work on any of the paid holidays listed in Article 39 shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

**(C)** For the purposes of this Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not scheduled to work.

**29.05 Application of Call-Back**

**(A) Functions of Employee on Call-Back**

Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.

**(B) Employee Option: Time Off or Cash**

Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time

off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer.

### **29.06 Call-Back Travel Allowance**

An employee called back to work shall receive call-back travel allowance as follows:

(A) (i) effective April 1, 2006, fifty cents (\$0.50) per kilometer;

OR

(B) where public or private transportation facilities are not available, taxi fare from home to hospital and return.

In either (A) or (B) above, an employee shall be paid a minimum of two dollars (\$2.00) for each round trip.

### **29.07 Call-In**

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

### **29.08 Insufficient Off-Duty Hours (This Provision is not applicable to certain Employers. See Article 29.08 Section 2: Community-Based Services)**

If an employee works overtime immediately following her regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off-duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her next shift until she has received a total of eight (8) consecutive hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at her scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off-duty in the aforementioned twenty-four (24) hour period.

## **ARTICLE 30 – RESPONSIBILITY PAY**

An employee designated for a minimum of one full shift to

relieve in a higher rated position within the bargaining unit, or a DC1 or PS1 level general duty nurse designated in charge of a ward, unit or worksite for three (3) hours or more shall be paid an allowance of \$1.25 per hour.

For small Employers such as adult day care agencies, mental health and home support the following shall apply:

A special allowance of \$9.38 per shift shall be paid to nurses designated in charge of a worksite for a specified shift.

A special allowance of \$1.25 per hour shall be paid to a DC1, PS1, or CH1 level nurse who is designated to relieve in a higher rated position within the bargaining unit.

An employee cannot receive both premiums referenced above on any given shift.

### **ARTICLE 31 – NON-DISCRIMINATION**

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

### **ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

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 related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of

the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

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

The Employer and the Union recognize the role of the joint Occupational Health and Safety Committee in promoting a safe and healthful workplace.

The parties agree that a Joint Occupational Health and Safety Committee shall be established for each Employer 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.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

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

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

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

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

### **32.02 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 a 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.

### **32.03 Safe Workplace**

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- (B) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.
- (C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- (D) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

### **32.04 Transfer of Pregnant Employees**

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employees' 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 maternity leave commences.

### **32.05 Provision for Immunizations**

- (A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

- (B) 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.

### **32.06 Workload**

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

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the differences.

## **ARTICLE 33 – LEAVE – COMPASSIONATE**

### **33.01 Application**

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

### **33.02 Leave – With Pay**

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

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

### **33.03 Leave – Without Pay**

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay. (Reference Article 43 Leave – Special.)

## **ARTICLE 34 – LEAVE – COURT APPEARANCE**

- (A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.

- (B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- (C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.
- (D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

## **ARTICLE 35 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS**

### **35.01 Transfer of Function**

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

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

### **35.02 In-Service Programs**

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

- (A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- (B) Employees required to attend such programs will be paid at the applicable rate of pay.

### **35.03 General Education Programs**

#### **(A) Employer Requested Leave**

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. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

#### **(B) Duration and Expenses**

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.

**(C) Employee Requested Leave**

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed nine (9) days of Employer contribution from April 1, 1992.

**(D) 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.

**(E) Employer Approved Education Programs**

Regular employees attending Employer approved education programs where the Employer pays 156 hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

## **ARTICLE 36 – 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 herself from work she shall suffer no loss of salary for the scheduled hours away from work.

## **ARTICLE 37 – LEAVE – GENERAL**

### **37.01 Application**

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable Superannuation or

pension plans, provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall 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.

Article 44.01(G) and Article 44.02 (a), (b), and (c) – Leave – Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

### **37.02 Notice**

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

### **37.03 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 Anniversary Date and Increments.)

## **ARTICLE 38 – PARENTAL LEAVE**

### **38.01 Natural Mother**

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

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

#### **(1) Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.

- (b) For the balance of an seventeen (17) week period, i.e. seventeen (17) 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 38.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

**(1) Benefits**

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

**(C) Special Circumstances**

- (1) An employee is entitled to up to 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 38.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- (2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- (3) An employee's combined entitlement to leave under sub-

sections (A), (B), and (C) of Article 38.01 is limited to sixty-three (63) weeks.

(4) **Benefits**

For additional leaves arising from subsections (C)(1) or (2) above, the service of an employee shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) **Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 38.01(A), (B), or (C), will be unpaid leave without any benefits.

(E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

(F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.

(G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

(H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

## **38.02 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.

(1) **Benefits**

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental

leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

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

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

**(1) Benefits**

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

**(C) Additional Leave**

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

**38.03 Adoptive Parents**

**(A) Adoption Leave**

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

**(1) Benefits**

(a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For the balance of an thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption

leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

- (c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 37.01 Leave – General.

**(B) Parental Leave**

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

**(1) Benefits**

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

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

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

**(1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any

pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(D) Additional Leave**

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

**38.04 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.

**38.05 Bridging of Service**

If a regular employee, who is employed for an Employer as defined in Article 1.02 of the Provincial Collective Agreement, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

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

**38.06 SEB Plan**

The parties agree to establish and administer a Supplemental Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant to the Provincial Collective Agreement.
2. All regular employees employed by the Employer who are in the Nurses' bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.
3. The benefit level for eligible employees under the Plan is as follows:
  - (a) Maternity leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:
    - 85% of normal weekly earning
  - (b) Fifteen additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:
    - 85% of normal weekly earnings
  - (c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
  - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.

The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.
5. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
  - (a) not be in receipt of sick leave benefits;
  - (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
  - (c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full

amount of benefits under the Plan only under the following circumstances:

- (i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks);  
or
  - (ii) she works less than the required number of hours (15 hours per week); or
  - (iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.
6. The Plan will continue in effect until a new Provincial Collective Agreement is concluded between the parties.
  7. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
  8. The Employer shall keep a separate accounting record of benefits paid from the Plan.
  9. On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.
  10. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
  11. Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
  12. HEABC will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
  13. In the event that present or future legislation renders null and void or materially alters any provision of this Article or the SEB Plan entered into between the parties, the following shall apply:
    - (a) the remaining provisions of this Article or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;
    - (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
    - (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Provincial Collective Agreement.

## ARTICLE 39 – LEAVE – PAID HOLIDAYS

### 39.01 Paid Holiday Entitlement

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

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

### 39.02 Payment for Paid Holidays

- (A) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.
- (B) A regular part-time employee shall receive the following pay for the aforementioned paid holidays:

$$\text{Days paid* per calendar year} \quad \times \quad \frac{\text{regular pay} \times \text{eleven (11)}}{261}$$

(excluding overtime)

\* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

- (C) A casual employee receives paid holiday pay as part of pay in lieu of benefits. Reference Article 11.04(H)(2).

### 39.03 Work On A Paid Holiday

#### (A) Regular Employee

- (1) A regular employee required to work New Years Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first 7.2 hours work in the day, provided that Articles 27.05, 29.04, and 39.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half ( $\frac{1}{2}$ ) or more than one-half ( $\frac{1}{2}$ ) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

#### (2) Super Stats

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the first 7.2 hours

worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half ( $\frac{1}{2}$ ) or more than one-half ( $\frac{1}{2}$ ) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

**(B) Casual Employee**

A casual employee who works on a paid holiday listed in Article 39.03 (A)(1) shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid 2.5 times her rate of pay.

**39.04 Premium Rates of Pay**

**(A) Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 27.05 – Overtime Pay Calculation.)

**(B) Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 29.04: Call-Back on a Paid Holiday.)

**(C) Three Different Shifts Worked in Any Seven Consecutive Days**

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 one of the paid holidays listed in Article 39.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.

**(D) Changes in Schedule With Insufficient Notice**

Should the Employer change the work schedule without fourteen (14) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

### **39.05 Paid Holiday Coinciding With A Rest Day**

Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay.

### **39.06 Paid Holiday Coinciding With A Vacation**

Where a paid holiday falls within a regular employee's vacation, the employee shall receive an additional day off with pay.

### **39.07 Scheduling of Paid Holidays**

#### **(A) Application**

Subject to operational requirements reasonably applied, paid holidays whenever possible shall be scheduled for a time which is mutually agreeable to the Employer and the employee concerned.

#### **(B) Christmas Day or New Year's Day**

Where the worksite operates on Christmas Day and New Year's Day, a regular employee shall 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.

#### **(C) Sick Leave**

Where a regular employee has been on sick leave immediately prior to the employee's scheduled paid holiday and immediately following such scheduled paid holiday, then the scheduled paid holiday shall become a day to which sick leave credits shall be applied and the day shall be rescheduled.

## **ARTICLE 40 – LEAVE – PROFESSIONAL MEETINGS**

Leave of absence without loss of pay may be granted for professional meetings not exceeding one week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave of absence.

## **ARTICLE 41 – LEAVE – PUBLIC OFFICE**

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)

## **ARTICLE 42 – LEAVE – SICK**

### **42.01 Accumulation**

(A) Regular employees are eligible to accumulate sick leave credits based on length of service.

- (B) Regular full-time employees shall receive 1.5 working days sick leave credits for each month of service.
- (C) Regular part-time employees shall receive sick leave credits for each month of service as follows:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 1.5}{156.6}$$

\* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

- (D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1123.2 hours), shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

#### **42.02 Payment**

Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized.

Regular part-time employees shall receive their regular pay for scheduled work hours lost.

#### **42.03 Proof of Sickness**

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

#### **42.04 Benefits Accrue**

When an employee is on paid sick leave all benefits of this Agreement shall continue to accrue.

#### **42.05 Notice Required**

Employees must notify the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

## **42.06 Expiration of Sick Leave Credits**

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits. (Reference Article 37 Leave – General and Article 46.05 and 46.11 Long-Term Disability Insurance Plan.)

## **42.07 Leave – Workers’ Compensation**

### **(A) Entitlement to Leave**

An employee shall be granted Workers’ Compensation leave with net pay in the event that the Workers’ Compensation Board (WorkSafeBC) 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. For the purposes of this clause, net pay is defined as the employee’s regular net take-home wages to ensure that the non-taxable status of Workers’ Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim. (See also Appendix “T”)

### **(B) Reimbursement to Employer**

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

### **(C) Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (A) above, 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) Approval of Claim**

When an employee is granted sick leave with pay and Workers’ Compensation leave is subsequently approved for the same period it shall be considered for the purpose of the

record of sick leave credits that the employee was not granted sick leave with pay.

**(E) Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 & Article 19.

**(F) Emergency Appointments**

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation, shall be paid for from the employee's accumulated sick leave.

**42.08 Enforceable Legal Claim**

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

**42.09 Appointments**

- (A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off-duty hours.
- (B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.
- (C) The employee will be required to furnish proof of need in both (A) and (B) above.

#### **42.10 Six Months Service**

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six (6) months shall be returnable to the Employer. Previous experience of an employee who has changed employment under the portability provision of this Agreement shall count towards this six (6) month period. In effect the employee only has to work a total of six (6) months qualifying time. (Reference Article 51 – Portability of Benefits.)

#### **42.11 Cash-In of Sick Leave Credits**

- (A) Employees leaving the work force on or after their 55th birthday will be entitled to a cash payment equal to forty percent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- (B) The cash pay out of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.
- (C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.
- (D) Employees who are dismissed for just cause shall not be entitled for a payout as contemplated in this article.

#### **42.12 Sick or Injured Prior to Vacation**

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

#### **42.13 Voluntary Treatment**

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 42.06 shall apply upon expiration of sick leave credits should additional leave be requested.

### **ARTICLE 43 – LEAVE – SPECIAL**

#### **43.01 Accumulation**

An employee shall earn special leave credits with pay up to a

maximum of twenty (20) days at the rate of one-half (0.5) day every four (4) weeks. The accumulation of special leave credits shall commence January 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 144 hours (20 days X 7.2 hours) as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 144 hours, no further credit shall be earned until the accumulated balance is reduced below 144 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 144 hours.

### **43.02 Application**

Special leave shall be granted as follows:

- (A) marriage leave – five (5) days;
- (B) paternity leave – one (1) day;
- (C) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
- (D) leave of one (1) day may be added to three (3) days compassionate leave;
- (E) leave of one (1) day may be taken for travel associated with compassionate leave.

## **ARTICLE 44 – LEAVE – UNION**

### **44.01 Applicable to Acute Care Component**

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

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

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

- (A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time;
- (B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;

- (C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations;
- (D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference;
- (E) selected by the Union or its members as a delegate to attend regional Bargaining Conference;
- (F) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite;
- (G) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 37;
- (H) an employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

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

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

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

#### **44.02 Applicable to Continuing Care Component**

- (a) Subject to the operational requirements of the Employer and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- (b) Unpaid leave of absence will be granted to members of the Union's bargaining committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.

- (c) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council/Board and members of Council/Board 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.
- (e) 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 the Union will reimburse the Employer for the costs of such benefits.

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's 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 45 – LEAVE – VACATION**

### **45.01 Vacation Entitlement**

- (A) Regular employees shall be entitled to vacation leave based on length of service.
- (B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement (see exception under Article 45.07).
- (C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

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

(Reference Article 51 – Portability)

- (D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

Days paid\* (excluding overtime)  
to June 30 inclusive x regular pay x yearly vacation entitlement

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

- (E) Regular employees with less than one (1) year's service on the July 1 cut-off date shall receive vacation leave calculated as follows:

Days paid\* (excluding overtime)  
to June 30 inclusive x regular pay x yearly vacation entitlement

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\* includes leave without pay up to twenty (20) days (reference Article 37 Leave – General).

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 45.04 Scheduling of Vacation.

#### **45.02 Terminating Employees**

- (1) When a regular employee with more than twelve (12) months' service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article. Such vacation entitlement shall be calculated as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 (in previous vacation x regular pay)}}{261} \times \frac{\text{yearly vacation entitlement}}{\text{yearly vacation entitlement}}$$

+ (plus)

$$\frac{\text{Days paid* (excluding overtime) to July 1 in the vacation year to the date of termination (inclusive) x regular pay}}{261} \times \frac{\text{yearly vacation entitlement}}{\text{yearly vacation entitlement}}$$

\* includes leave without pay up to twenty (20) days (reference Article 37 Leave – General)

- (2) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.
- (3) 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.

#### **45.03 Supplementary Vacation**

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

- (A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (D) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (E) Upon reaching the employment anniversary of forty-five years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

#### **45.04 Scheduling of Vacation**

- (A) The Employer shall permit annual vacations to be taken during the entire year.
- (B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- (C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and HEABC.
- (D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- (E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the em-

ployee may elect to carry over up to seven (7) days to be used no later than June 30 in the following year.

- (F) Employees may, prior to the scheduling of vacations, request to have their vacations 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 shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- (G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

#### **45.05 Vacation Entitlement Earned During Vacation**

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

#### **45.06 Vacation Pay Advance**

Vacation pay to which an employee is entitled shall be made to the employee at least seven (7) calendar days before the beginning of her vacation, provided the employee gives the Employer at least fourteen (14) days' written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.

### **ARTICLE 46 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE**

#### **46.01 Medical Coverage**

- (A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

- (C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- (D) The medical plan becomes effective on the first of the calendar month following date of hire.

#### **46.02 Extended Health Care Coverage**

- (A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix "U"). The plan benefits shall be expanded to include:
  - (1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period; and
  - (2) Vision care coverage providing two hundred and twenty-five dollars (\$225) every twenty-four (24) months per eligible employee or eligible dependent.
  - (3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- (D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

#### **46.03 Dental Coverage**

- (A) (1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix "U").

- (2) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by another dental coverage plan.
- (D) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

#### **46.04 Dependents**

An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

#### **46.05 Long-Term Disability Insurance Plan**

The Employer shall provide a mutually acceptable long-term disability insurance plan, a copy of which shall appear in Appendix "B" – Long-Term Disability Insurance Plan.

The plan shall provide post-probationary regular employees with salary continuation as per Appendix "B" until age sixty-five (65) in the event of a disability.

The cost of the plan shall be borne by the Employer.

#### **46.06 Group Life Insurance Plan**

##### **(A) Eligibility**

Regular full-time and regular part-time employees who are on staff on January 1, 1981 or who join the staff following this date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

##### **(B) Benefits**

- (1) 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. Coverage shall continue until termination of em-

ployment. 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 her 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) Premiums**

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.

**ARTICLE 47 – WORKERS’ COMPENSATION**

- (A) All employees shall be covered by the provisions of the Workers’ Compensation Act. (Reference Article 42 – Leave – Sick.)
- (B) Opportunities for early return to work for employees on WCB are covered in the Memorandum of Understanding Early Safe Return to Work.

**ARTICLE 48 – EMPLOYMENT INSURANCE**

**48.01 Coverage**

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

**48.02 Rebates**

Premium rebates given by the Employment Insurance Commission shall be paid directly to the employees by the Employer.

**ARTICLE 49 – PENSION PLAN**

**49.01 Municipal Pension Plan**

Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 51 – Portability.)

Notwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hiring, decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.

Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the

Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules provided the following:

A temporary employee who has been employed in a continuous full-time capacity with the same Employer for a period of twelve (12) months, shall be enrolled in the Plan as a condition of employment.

Casual employees who have completed two (2) years of continuous employment with earnings from the Employer of not less than thirty-five (35) percent of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver not more than ninety (90) days after the date the Plan begins to apply to the employee.

**49.02** At the request of the employee, the Employer shall provide the employee with pertinent pension plan information.

## **ARTICLE 50 – EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

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

## **ARTICLE 51 – PORTABILITY**

### **51.01 Portability**

A regular employee who terminates with an Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days with the same or another Employer as covered by this Provincial Collective Agreement, is entitled to the portability of benefits as specified in 51.02 below.

Periods of up to one hundred and eighty (180) calendar days out of service, when porting, shall not count as a discontinuity, but such periods shall be excluded when calculating benefits.

An employee eligible for portability of benefits, who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in her letter of appointment that she is seeking regular employment. In such instance she shall be entitled to portability of benefits specified in 51.02 for a period of 365 calendar days from date of termination at "A".

## **51.02 Portable Benefits**

The Employer from which an employee is porting shall be called “A” and the Employer the employee is porting to shall be called “B”.

### **(A) Increments**

The salary increment step attained in “A” shall be portable with the provision that the employee shall serve twelve (12) months in “B” at that step. The employee’s first day of employment in “B” therefore, becomes her increment anniversary date.

### **(B) Leave – Sick**

Sick leave credits which are recognized by “A” shall be credited by “B”.

### **(C) Leave – Vacation**

Years of service for vacation entitlement earned during previous employment and recognized in “A” shall be credited by “B”.

### **(D) Medical, Dental and Extended Health Care Coverage**

Coverage for Medical, Dental and Extended Health Care Coverage shall be effective on the first day of the month following the initial date of regular employment.

### **(E) Municipal Superannuation**

Eligible employees shall be brought within the scope of the Pension (Municipal) Act as of the first day of employment in “B” (Not applicable to Proprietary Employers i.e. For-Profit Employers).

For the purposes of this provision “eligible employee” means one who has not withdrawn her contribution from the Municipal Superannuation Plan when terminating in “A”.

### **(F) Qualification Differential**

Employees on staff as of January 1, 1974, who are receiving a qualification differential under Articles 53.01 and 53.04 and who transfer from one Employer to another under Article 51.01 shall port this qualification differential.

### **(G) Severance Allowance**

Portability of severance allowance is covered by the provisions of Article 55 – Severance Allowance:

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

### **(H) “Seniority in ‘A’ shall be credited by ‘B’.”**

## **ARTICLE 52 – PREVIOUS EXPERIENCE**

### **52.01 Regular Employees**

Where a new employee who does not qualify for portability of benefits under Article 51 is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

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

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

A casual employee who terminates with an Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days as a regular employee with another Employer who is covered by this Provincial Collective Agreement shall retain the increment step attained with the previous Employer. The employee's first day of employment with the new Employer becomes her increment anniversary date.

## **ARTICLE 53 – QUALIFICATION DIFFERENTIAL**

### **53.01 Special Clinical Preparation**

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

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 – Portable Benefits.)

Employees with a Diploma in Advanced Psychiatric Nursing shall receive an additional fifty dollars (\$50.00) per month if she has utilized the course within four (4) years prior to employment.

### **53.02 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.

### **53.03 Registered Psychiatric Nurse**

A regular employee who acquires and maintains registration under both the Nurses (Registered) Act and the Nurses (Registered Psychiatric) Act shall be paid an additional fifty dollars (\$50.00) per month for clinical preparation.

### **53.04 University Preparation**

A regular employee who has passed an accredited one (1) year university course in nursing shall receive an additional twenty-five dollars (\$25.00) per month.

For the purpose of this Article, a Diploma in Public Health shall qualify for the qualification differential only if the employee is employed in the special service for which she is qualified.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 – Portable Benefits.)

### **53.05 Baccalaureate Degree**

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

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

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

This allowance will also be paid to nurses who have a Baccalaureate Degree in Psychology or a Baccalaureate Degree in Health Sciences – Advanced Psychiatric Nursing where this qualification is utilized in the course of the nurse's performance of her normal job duties.

### **53.06 Master's Degree**

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

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

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

(i) This allowance will also be paid to nurses who have a Master's Degree in Psychology where this qualification is utilized in the course of the nurse's performance of her normal job duties.

(ii) 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 twenty-five dollars (\$125.00) per month.

### **53.07 Multiple Payments Prohibited**

An employee may not qualify for more than one (1) payment under categories in Articles 53.02, 53.04, 53.05 and 53.06.

### **53.08 Approval of Qualifications**

The employee must provide proof of qualifications listed in 53.04, 53.05 and 53.06. The qualifications must be from an accredited Canadian post secondary institution or equivalent.

## **ARTICLE 54 – ISOLATION ALLOWANCE**

### **(Former public service employees see Appendix “N”)**

Employees shall be paid a lump sum isolation allowance of seventy-four dollars (\$74.00) per month provided that:

- (i) they are employed by employers who are situated in the locations listed below; and
- (ii) they work in the locations listed below.

Alert Bay	Fort Nelson	Port Alice
Alexis Creek	Fort St. James	Port Hardy
Anaham	Fort St. John	Port McNeill
Atlin	Gold River	Pouce Coupe
Bamfield	Hazelton	Prince Rupert
Bella Bella (Waglisla)	Houston	Queen Charlotte City
Bella Coola	Hudson Hope	Smithers
Blue River	Kaslo	Sparwood
Burns Lake	Kitimat	Stewart
Chetwynd	Kyuquot	Tahsis
Dawson Creek	Lillooet	Tatla Lake
Dease Lake	MacKenzie	Terrace
Edgewood	Masset	Tofino
Elkford	McBride	Tumbler Ridge
Elk Valley	Nakusp	Valemount
Fernie	New Denver	Vanderhoof

## **ARTICLE 55 – SEVERANCE ALLOWANCE**

### **55.01 Eligibility for Severance Allowance**

A regular employee leaving the employ of the Employer shall be

entitled to receive severance allowance as calculated in Articles 55.02 and 55.03 providing that the employee falls into one of the following categories:

- (A) Employees with ten (10) years' service, who voluntarily leave the Employer's work force after their 55th birthday.
- (B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.
- (C)
  - (1) Employees enrolled under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability as defined under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable.
  - (2) Employees who are not enrolled under the Pension (Municipal) Act or Pension (Public Service) Act who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.
- (D) Employees with ten (10) years of service who die in service.
- (E) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

### **55.02 Severance Allowance Entitlement**

An eligible employee, as defined in Article 55.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

An eligible employee who dies in service shall have the severance allowance paid to her estate.

### **55.03 Calculation of Severance Allowance**

- (A) Proportionate payment shall be made to eligible employees for periods of service of less than two (2) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime)} \\ \text{in the two year period} \times 1 \text{ week's pay}}{1879.2^{**} \times 2}$$

\*\* In the calculation of severance allowance, hours worked up to the first pay period prior to September 30, 1993 will be based on 1957.5.

- (B) Years of service for severance allowance purposes for part-time employees shall be calculated on the following basis:

$$\frac{\text{Total hours paid* (excluding overtime)}}{1879.2^{**}}$$

\* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

- (C) Periods of service cannot be used more than once for calculating severance allowance.

#### **55.04 Portability of Service for Severance Allowance Purposes**

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

#### **55.05 Service**

Service for the purpose of this Article means service with the Employer plus any service ported under Article 55.04.

### **ARTICLE 56 – PAYMENT OF WAGES**

#### **56.01 Wages**

Wages shall be paid each employee in accordance with Article 61 – Wage Schedule Classifications, and Article 62 – Wage Schedules.

#### **56.02 Retroactive Pay and Benefits**

All rates of pay and benefits of this Agreement shall be applied retroactively 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.

Unless otherwise provided for in this Agreement, an employee on staff as of April 1, 2006 shall receive retroactive pay and benefits to April 1, 2006. Employees on staff subsequent to April 1, 2006 but prior to May 5, 2006 shall receive retroactive pay and benefits to the starting date of their employment.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the signing of this agreement.

### **56.03 Pay Days**

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

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

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

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

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

### **56.04 Statement of Wages**

An Employer shall, on every pay day, provide to each employee a statement of wages of her pay period stating:

- (A) in the case of an hourly paid employee, the hours worked by her;
- (B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- (C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- (D) any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;
- (E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- (F) where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;
- (G) the amount being received by the employee;
- (H) sick leave credits used within the pay period and accumulated balance;
- (I) special leave hours used within the pay period;
- (J) vacation hours taken within the pay period.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

Employees who are away from the worksite for two (2) or more consecutive pay periods may request in writing, and will receive a paper statement of wages mailed to their home.

## **ARTICLE 57 – GENERAL CONDITIONS**

### **57.01 Transport Duty**

When an employee is required to transport a patient, the Employer shall canvass qualified employees in the department for a volunteer. In the event that no employee volunteers, the Employer may then assign an employee to perform the duty.

- (A) Transport services performed by the employee shall be considered as work performed while still in the employ of the Employer.
- (B) All terms and conditions of the agreement shall continue in force and effect while the employee is on transport duty. Notwithstanding the foregoing:
  - (1) An employee shall receive her regular pay and where applicable, overtime and other premiums while the patient is in her care.
  - and
  - (2) An employee shall be paid her straight time rate of pay for all other hours provided that the employee returns to the place she normally works by the next available, suitable transport.
- (C) All accommodations, meals and related expenses shall be paid by the Employer. (Also see Article 57.01(C) Section 2: Community-Based Services)
- (D) Funds may be given to the employee if requested to cover such expenses prior to her leaving for transport duty.
- (E) No employee shall be required to travel in a vehicle which does not meet the Transport Canada Safety requirements.

### **57.02 Use of Personal Vehicle on Employer's Business (Also see Article 57.02(B) and 57.02(C) Section 2: Community-Based Services)**

- (A) Where the use of an employee's vehicle for Employer business

is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary. Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 29.06 or in the case of employees who are covered by Section 2, including mileage allowance as per Article 57.02 (C) in Section 2.

### **57.03 Personal Property Damage (Also see Article 57.03 Section 2: Community-Based Services)**

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

### **57.04 Laundry**

Uniforms provided by the Employer to employees will be laundered by the Employer.

### **57.05 Registration**

- (A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act. Such authorization must be in effect on or by March 1 of each calendar year.
- (B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

## **ARTICLE 58 – AMENDMENTS**

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

## **ARTICLE 59 – PROFESSIONAL RESPONSIBILITY CLAUSE**

In the interest of safe patient/client/resident care and safe nursing practice, the parties agree to the following problem solving

process to address employee concerns relative to patient/resident/client care including:

- (A) nursing practice conditions
- (B) safety of patients/clients/residents and nurses
- (C) workload.

**I Professional Responsibility Clause language applicable to Health Authorities, Providence Health Care Society and Bishop of Victoria (St. Joseph's General Hospital)**

**59.01** The employee with a concern will discuss the matter with her excluded manager or designate with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

**59.02** 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 excluded manager. The employee retains the original and forwards copies to her excluded manager, the Chair of the Professional Responsibility Committee and the Head of Nursing.

**59.03** A Professional Responsibility Committee shall be established with each Employer as defined in Article 1.02.

Composition of the Committee:

- (A) Standing Members:
  - (1) one member appointed by the employees
  - (2) one member appointed by the Employer
- (B) Ad Hoc Members:
  - (1) the nurse with the concern
  - (2) a Union steward
  - (3) the immediate supervisor
  - (4) the excluded supervisor of the unit

**59.04** The standing members shall alternate the chair on a six month rotational basis.

**59.05** 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.

**59.06** 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.

**59.07** 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 Chief Operating Officer (or functional equivalent) or designate, a Senior Nurse Leader and the Union. The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing shall meet with the employee to discuss resolution of the concern. At her request the employee may be accompanied by a steward.

The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

**59.08** If the concern is not resolved to the employee's satisfaction, the employee may forward the matter, within seven (7) calendar days of receipt of the Article 59.07 written response, to an Assessment Committee composed of three (3) Registered Nurses/Registered Psychiatric Nurses; one chosen by the Employer, one chosen by the Union and one mutually agreed to by the parties who shall act as Chair.

**59.09** The Chair selected will be a Registered Nurse/Registered Psychiatric Nurse who is well respected in the nursing profession and knowledgeable about the area of concern (or as otherwise mutually agreed).

**59.10** Outside legal counsel will not be used to represent any party in this process. Each party will bear the cost of its own nominee and share equally the fee of the Chair and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities.

**59.11** Within fourteen (14) calendar days of the agreed upon selection of the Chair, the Assessment Committee shall set a date to conduct a review into the matter. The Assessment Committee shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, and non-binding recommendations in writing within thirty (30) calendar days following completion of the review to the parties with a copy sent to the Health Authority Board of Directors.

**59.12** If the recommendations of the assessment committee are not responded to with a satisfactory implementation plan within fourteen (14) days of the receipt of the report, or such longer time as mutually agreed, the Assessment Committee report will be for-

warded to the Provincial Nursing Workload Committee for review and action.

**59.13** If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

## **II Professional Responsibility Clause language applicable to all Employers except Health Authorities, Providence Health Care Society and Bishop of Victoria (St. Joseph's General Hospital)**

**59.01** 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.

**59.02** 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 her immediate supervisor, the Chair of the Professional Responsibility Committee and the Head of Nursing.

**59.03** A Professional Responsibility Committee shall be established with each Employer as defined in Article 1.02.

Composition of the Committee:

(A) Standing Members:

- (1) one member appointed by the employees
- (2) one member appointed by the Employer

(B) Ad Hoc Members:

- (1) the nurse with the concern
- (2) a Union steward
- (3) the immediate supervisor
- (4) the excluded supervisor of the unit

**59.04** The standing members shall alternate the chair on a six month rotational basis.

**59.05** 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.

**59.06** 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.

**59.07** 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 Administrator, the Head of Nursing and the Union. The Administrator and/or Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At her request, the employee may be accompanied by a steward.

The Administrator and/or Head of Nursing or a designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

**59.08** If the concern is not resolved to the employee's satisfaction, she may make a written submission to the Board of Directors (or functional equivalent). It is agreed that all parties shall receive copies of any submission or documentation that may be provided to the Board.

**59.09** The Board of Directors (or functional equivalent) shall review the submission at their next regularly scheduled board meeting and shall respond in writing to the employee within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the Professional Responsibility Committee members.

**59.10** If the employee is not satisfied with the written response from the Board of Directors (or functional equivalent), the employee with a steward or a Union representative, if she so chooses, may make a verbal presentation to a committee of the Board (or functional equivalent) for reconsideration. A further written submission may be presented in support of the verbal presentation.

**59.11** The Board of Directors (or functional equivalent) shall respond in writing to the employee within fourteen (14) calendar days following the next regularly scheduled Board meeting. Copies of the response shall be forwarded to the parties contemplated in 59.09.

**59.12** If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in

additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

**ARTICLE 60 – EFFECTIVE AND TERMINATING DATES**

- (A) This Agreement shall be effective from April 1, 2006 and shall remain in force and be binding upon the parties until March 31, 2010 and thereafter until a new Agreement has been consummated.

Employers newly certified during the term of this collective agreement and who are added to the Appendix of the Consolidated certification with the Union shall negotiate the application of the terms of this agreement with effective dates as agreed upon between the parties.

- (B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- (C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

**ARTICLE 61 – WAGE SCHEDULE CLASSIFICATIONS**

Nursing jobs have been categorized into four job groups. These are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

	<b>CH</b>	<b>DC</b>	<b>ED</b>	<b>PS</b>
<i>Level 1</i>	CH1	DC1		PS1
<i>Level 2</i>	CH2A/CH2B	DC2A/DC2B	ED2	PS2
<i>Level 3</i>	CH3	DC3	ED3	PS3
<i>Level 4</i>	CH4A/CH4B	DC4	ED4	

## ARTICLE 62 – WAGE SCHEDULES

<b>Effective: April 1, 2006</b>									
	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
<b>Level 1</b>	4,111 26.25	4,269 27.26	4,427 28.27	4,585 29.28	4,745 30.30	4,902 31.30	5,061 32.32	5,212 33.28	5,396 34.46
<b>Level 2</b>	4,887 31.21	4,975 31.77	5,083 32.46	5,215 33.30	5,370 34.29	5,498 35.11	5,658 36.13	5,808 37.09	5,992 38.26
<b>Level 3</b>	5,207 33.25	5,243 33.48	5,346 34.14	5,481 35.00	5,649 36.07	5,782 36.92	5,940 37.93	6,090 38.89	6,277 40.08
<b>Level 4</b>	5,418 34.60	5,465 34.90	5,566 35.54	5,705 36.43	5,877 37.53	6,017 38.42	6,176 39.44	6,327 40.40	6,510 41.57

<b>Special Wage Rate Schedule for Long Term Care Case Managers &amp; Pine Free Clinic Nurses Effective: April 1, 2006</b>									
	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
<b>Monthly Rate</b>	4,352	4,523	4,695	4,864	5,035	5,201	5,360	5,509	5,696
<b>Hourly Rate</b>	27.79	28.88	29.98	31.06	32.15	33.21	34.23	35.18	36.37

<b>Effective: April 1, 2007</b>									
	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
<b>Level 1</b>	4,255 27.17	4,418 28.21	4,582 29.26	4,745 30.30	4,911 31.36	5,074 32.40	5,238 33.45	5,393 34.44	5,586 35.67
<b>Level 2</b>	5,058 32.30	5,149 32.88	5,262 33.60	5,398 34.47	5,558 35.49	5,691 36.34	5,855 37.39	6,012 38.39	6,201 39.60
<b>Level 3</b>	5,389 34.41	5,426 34.65	5,533 35.33	5,674 36.23	5,846 37.33	5,984 38.21	6,148 39.26	6,303 40.25	6,496 41.48
<b>Level 4</b>	5,608 35.81	5,656 36.12	5,760 36.78	5,905 37.71	6,082 38.84	6,226 39.76	6,392 40.82	6,547 41.81	6,737 43.02

<b>Special Wage Rate Schedule for Long Term Care Case Managers &amp; Pine Free Clinic Nurses</b>									
<b>Effective: April 1, 2007</b>									
	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
<b>Monthly Rate</b>	4,504	4,681	4,859	5,035	5,212	5,382	5,548	5,702	5,894
<b>Hourly Rate</b>	28.76	29.89	31.03	32.15	33.28	34.37	35.43	36.41	37.64

<b>Effective: April 1, 2008*</b>									
	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
<b>Level 1</b>	4,361 27.85	4,529 28.92	4,696 29.99	4,864 31.06	5,033 32.14	5,201 33.21	5,370 34.29	5,528 35.30	5,725 36.56
<b>Level 2</b>	5,185 33.11	5,277 33.70	5,393 34.44	5,533 35.33	5,697 36.38	5,833 37.25	6,001 38.32	6,162 39.35	6,356 40.59
<b>Level 3</b>	5,523 35.27	5,562 35.52	5,670 36.21	5,816 37.14	5,992 38.26	6,134 39.17	6,302 40.24	6,461 41.26	6,659 42.52
<b>Level 4</b>	5,749 36.71	5,797 37.02	5,904 37.70	6,053 38.65	6,234 39.81	6,381 40.75	6,552 41.84	6,712 42.86	6,906 44.10

<b>Special Wage Rate Schedule for Long Term Care Case Managers &amp; Pine Free Clinic Nurses Effective: April 1, 2008*</b>									
	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
<b>Monthly Rate</b>	4,617	4,798	4,981	5,160	5,342	5,517	5,688	5,844	6,042
<b>Hourly Rate</b>	29.48	30.64	31.81	32.95	34.11	35.23	36.32	37.32	38.58

\* 2008 wage rates above assume conversion of 1% market adjustment to fund pension improvements and retiree benefits.

**Effective 1st Pay Period After April 1, 2009**

	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,545 29.02	4,718 30.13	4,894 31.25	5,068 32.36	5,245 33.49	5,418 34.60	5,595 35.73	5,760 36.78	5,966 38.10
Level 2	5,403 34.50	5,500 35.12	5,620 35.89	5,764 36.81	5,937 37.91	6,078 38.81	6,253 39.93	6,421 41.00	6,623 42.29
Level 3	5,755 36.75	5,796 37.01	5,909 37.73	6,060 38.70	6,244 39.87	6,392 40.82	6,566 41.93	6,732 42.99	6,939 44.31
Level 4	5,990 38.25	6,040 38.57	6,151 39.28	6,306 40.27	6,496 41.48	6,649 42.46	6,828 43.60	6,994 44.66	7,196 45.95

**Special Wage Rate Schedule for Long Term Care Case  
Managers & Pine Free Clinic Nurses  
Effective 1st Pay Period After April 1, 2009**

	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	4,811	5,000	5,191	5,376	5,566	5,749	5,927	6,090	6,295
Hourly Rate	30.72	31.93	33.15	34.33	35.54	36.71	37.85	38.89	40.20


**SIGNATURES OF THE PARTIES**

Signed on behalf of

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA**

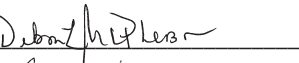
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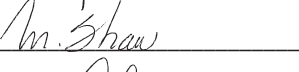
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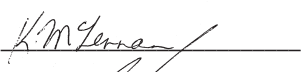
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**NURSES BARGAINING ASSOCIATION**

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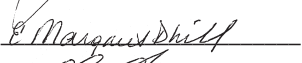
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Dated this 20<sup>th</sup> day of March, 2007.

## **SECTION 2 – COMMUNITY-BASED SERVICES**

### **ARTICLE 2 – PURPOSE OF AGREEMENT**

- (A) Subject to the provisions of Section 1 of the Provincial Collective Agreement entered into between HEABC and the Union, the purpose of this Section of the Agreement (Section 2) is to set out those terms and conditions of employment applicable only to employees included in this Community-Based Services Nurses Section. This Section applies to all nurses who are employed in a program which provides other than 24 hour per day inpatient or residential care services (without restricting the generality of the foregoing, these shall include such services as home support, home care, long-term care case management, health promotion and prevention, and community mental health).
- (B) This agreement is Section 2 and forms part of the Provincial Collective Agreement. The corresponding provisions found in Section 1 of the Provincial Collective Agreement do not apply to nurses working in this capacity.
- (C) The provisions of Section 1 of the Provincial Collective Agreement, except those outlined in this Section, shall have the same force and effect as this Section, as if they were included herein.

### **ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN (for nurses working for Home Support Agencies)**

#### **29.04 Call-Back**

Replace Article 29 of Section 1 of the Provincial Collective Agreement with the following:

Employees assigned to after hours service shifts will be compensated with current practice.

Effective April 1, 1999, employees assigned to after hours service shifts shall be compensated on the basis of one (1) hour of straight-time pay for each four (4) hours of after hours service assignment.

“After hours service” shifts are defined as those shifts during which intermittent administration, supervision, and coordination of services, after regular agency hours of operation, are being provided to ensure that the needs of clients and field staff emergencies are met.

## **ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN**

**(for nurses working in home care assignments and prevention)**

### **29.04 Call-Back**

Replace Article 29.04 of Section 1 of the Provincial Collective Agreement with the following:

An employee who is called back to work after completion of the employee's scheduled work shift shall receive the overtime rate of pay in accordance with Article 27, with a minimum of two (2) hours at the applicable overtime rate of pay.

An employee who is called out on more than one occasion between the end of a scheduled work shift and the beginning of the employee's next scheduled work shift, notwithstanding any rest days that may occur in between, shall receive the overtime rate of pay in accordance with Article 27 for all time worked.

A nurse on-call who responds to a call from a client by telephone without attending at the office or at the home of the client, will be compensated at one and one-half times (1.5x) the normal rate of pay for thirty (30) minutes for each call from a client, regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes.

### **29.08 Insufficient Off-Duty Hours**

Replace Article 29.08 of Section 1 of the Provincial Collective Agreement with the following:

An employee who is called out to work under Article 29.04 after midnight and is normally required to report for work later that same day, may elect to take time off in lieu of compensation therefore before reporting to work but in doing so the employee shall notify her immediate supervisor either personally or through the answering service.

## **ARTICLE 57 – GENERAL CONDITIONS**

### **57.01 Transport Duty**

(C) Accommodation and Related Expenses Reimbursed

Employees who are required by the Employer to travel on Employer business shall be reimbursed for reasonable expenses for accommodation, meals and related expenses, in accordance with Employer policies.

### **57.02 Use of Personal Vehicle on Employer's Business**

In addition to article 57.02 in Section 1 of the Provincial Collective Agreement, the following shall apply:

- (B) In Northern and isolated areas where employees are required to travel on the Employer's business, the Employer shall provide and maintain safety and survival equipment as agreed by the local Occupational Health and Safety Committee.
- (C) Employees who deliver community-based services and who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance for all business related mileage as follows:
  - (i) effective April 1, 2006, fifty cents (\$0.50) per kilometer.In addition, regular employees who deliver community-based services and who are required to use their own vehicles in the ordinary course of performing their work duties shall be paid an additional fifty dollars (\$50.00) per month.
- (D) Business related mileage shall not include the normal distance an employee drives between her home and her regular worksite, but shall include all other mileage included for business purposes. For clarity, if an employee proceeds directly to a business location other than her regular worksite, she may claim as business related mileage all kilometres travelled from that location. If the business location is further than her regular worksite, she will claim all kilometres travelled which exceed the distance between her home and her regular worksite.

### **57.03 Personal Property Damage**

In addition to article 57.03 of Section 1 of the Provincial Collective Agreement, the following shall apply:

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.00.

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

# MEMORANDUM OF AGREEMENT

between

**Nurses' Bargaining Association**

and

**Health Employers Association of British Columbia  
on Behalf of the Worksites with Memoranda**

**RE: Extended Work Day/Compressed Work Week**

## **Preamble**

The purpose of this Memorandum of Agreement is to revise and/or clarify certain terms and conditions of the April 1, 2006 – March 31, 2010 Provincial Collective Agreement, so as to provide for the introduction or continuance of an extended work day/compressed work week.

This Memorandum of Agreement applies to employees in worksites with Extended Hours Memoranda.

It is understood and agreed that:

- (A) With the exception of the specific revisions set forth in this Memorandum, all other terms and conditions of the April 1, 2006 – March 31, 2010 Provincial Collective Agreement will apply.
- (B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Provincial Collective Agreement.
- (C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the Provincial Collective Agreement.
- (D) For the purposes of this Memorandum and where revised, “days” have been converted into working hours, so that one (1) day shall equal seven point two (7.2) paid hours. For example, three (3) days compassionate leave is converted to  $3 \times 7.2 = 21.6$  working hours.
- (E) Any change deemed necessary in this Memorandum may be made by mutual agreement between the parties at any time during the life of this Memorandum.

## **Revisions to the Provincial Collective Agreement**

### **ARTICLE 1.02 – DEFINITIONS**

- Shift** means the normal consecutive working hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there will normally be two (2) shifts, namely, day shift and night shift.
- Day Shift** means a shift in which the major portion occurs between 0700 hours and 1900 hours.
- Night Shift** means a shift in which the major portion occurs between 1900 hours and 0700 hours.

### **ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

#### **11.03 Regular Part-Time Employees and**

#### **11.04 Casual Employees**

It is understood and agreed that any of the above mentioned employees who agree to work the extended work day/compressed work week shall be bound by the terms and conditions of this Memorandum.

Any regular part-time employee(s) or casual employee(s) working in an area where the extended work day/compressed work week is in effect, and who do not agree to work same, shall be bound by the terms and conditions of the Provincial Collective Agreement.

### **ARTICLE 13.03 – SENIORITY – MAINTAINED AND ACCUMULATED**

Seniority shall be maintained and accumulated under the following conditions:

- (E) absence due to lay-offs, for the first one hundred and forty-four (144) hours;
- (F) absence due to a general unpaid leave of absence, for the first one hundred and forty-four (144) hours.

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

### **ARTICLE 17 – VACANCY POSTINGS**

#### **17.02 (A) Temporary Appointments**

The Employer may make a temporary appointment, without

posting, to a vacant position, provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed two hundred and sixteen (216) working hours, unless the Union and the Employer mutually agree to extend this time limit.

## **ARTICLE 19 – LAY-OFF AND RECALL**

### **19.02 Advance Notice**

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

(A) Regular Full-Time Employees

- (1) Less than 5 years' service – 28 calendar days' notice or regular pay for 144 working hours.
- (2) Minimum of 5 years' but less than 10 years' service – 40 calendar days' notice or regular pay for 216 working hours.
- (3) More than 10 years' service – 60 calendar days' notice or regular pay for 288 working hours.

(B) Regular Part-Time Employees

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

$$\frac{\text{hours paid per month}^*(\text{excluding overtime})}{\text{x (working hours)}^{**} \text{ in lieu of notice}}$$

156.6

\* Includes leave without pay up to 20 work days. (Reference Article 37 Leave – General.)

\*\* Entitlement as in (A) (1), (2) or (3).

### **19.03 Benefits Continue**

(A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for 144 working hours, and shall have their benefits maintained for the balance of a one (1) year period of time.

(Reference Article 37 – Leave – General.)

(B) Employees with less than one (1) year of service but more than 3 months of service who are laid-off shall not accrue benefits for 144 working hours but shall have their benefits maintained for a one (1) year period of time.

(C) Probationary employees who are laid-off shall not accrue ben-

efits for 144 working hours but shall have their benefits maintained for three (3) months.

- (D) For the first 144 working hours of lay-off as expressed in (A) above, the Employer shall continue to pay all premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

## **ARTICLE 25 – WORK SCHEDULES**

### **25.05 Requirements of Work Schedule**

- (A) The Employer and the Union agree to waive that portion of Article 25.05(E) reading:

Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period.

- (B) Nursing Staff Work Schedules may take the form of either a two shift or single shift rotation.
- (C) A regular employee shall not be scheduled to work more than four (4) consecutive shifts unless agreed to between the parties.

For the purposes of this article, (A) and (C) refer to schedules with shifts greater than eight (8) hours in length.

## **ARTICLE 26 – HOURS OF WORK, MEAL PERIOD, REST PERIODS**

It is understood and agreed that the hours of work as set out hereunder are specifically revised to conform to the requirements of the extended work day/compressed work week.

### **26.01 Hours of Work**

There shall be (as noted in the individual worksite's Memoranda of Understanding) work hours per day and an average of not more than thirty-six (36) work hours per week over the period of weeks in the rotation. The weekly hours of work will be computed as follows:

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

Number of weeks in the work schedule

The daily full shift hours and weekly full shift hours shall be exclusive of meal periods.

### **26.03 Meal Period**

- (A) Two (2) meal periods of a continuous one-half (.5) hour each will be provided during each employee's shift of ten (10) hours or more.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period; and
  - (1) The employee is scheduled to work 10 hours or more and receives two meal periods (of 30 minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example 11 hours + 60 minutes = 12 hours regular pay.)
  - (2) The employee is scheduled to work 10 hours or more and does not receive the two meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus 60 minutes pay at time and one-half (1.5) the regular pay.

### **26.04 Rest Periods**

Employees working a full shift of ten (10) hours or more shall receive three (3) rest periods distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

## **ARTICLE 27 – OVERTIME**

### **27.01 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 26.01 of this Memorandum.

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

- (B) Work On A Scheduled Day Off

A regular full-time employee may be requested by the Employer to work on only one (1) of his/her scheduled days off per week. The decision to work the scheduled day off remains with the employee.

### **27.04 Application**

- (A) The accumulated balance of an employee's bank shall not be reduced as a result of the September 30, 1993 reduction in the work week to thirty-six (36) hours per week.

## **27.05 Overtime Pay Calculation**

- (A) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of time and one-half (1.5) will be paid on the following basis;
- (1) for the first two (2) hours in excess of the daily full shift hours;
  - (2) for the first seven point two (7.2) hours in excess of the thirty-six (36) hours in one (1) week.
- (B) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of double time will be paid on the following basis:
- (1) for all hours in excess of those worked in A (1) above;
  - (2) for all hours in excess of forty-three point two (43.2) hours per week;
  - (3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
    - (a)
      - (i) in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.
      - (ii) in excess of 6 consecutive shifts where the shift length is between 7.2 and 8 hours.
      - (iii) in excess of 5 consecutive shifts where 3 or more of the 5 are greater than 8 hours in length.
      - (iv) in excess of 6 consecutive shifts where 4 or more of the 6 are between 7.2 and 8 hours in length.
    - (b) more than 216 straight time hours over the course of three consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.
- (C) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of one and one-half (1.5) times the appropriate holiday rate will be paid:
- (1) for all overtime hours worked on a calendar statutory holiday;
  - (2) for all overtime hours worked on a day which had originally been scheduled as a statutory holiday but was changed by the Employer with less than fourteen (14) calendar days' advance notice.

## **ARTICLE 28 – SHIFT PREMIUM**

**28.01** An employee shall be paid a shift premium of \$.70 per hour for all hours worked between 1530 hours and 2330 hours, and three-dollars and fifty cents (\$3.50) between 2330 hours and 0730 hours.

For shifts of eight (8) hours or less, the shift premium is payable only when one-half or more than one-half of the hours of work fall within the defined evening or night shifts. In such cases the shift premium shall be paid for all hours worked.

## **ARTICLE 30 – RESPONSIBILITY PAY**

An employee designated to relieve in a higher rated position within the bargaining unit, or a DC1 or PS1 level general duty nurse designated in charge of a ward, unit or worksite shall be paid an allowance of \$1.25 per hour, for each hour she relieves.

For small Employers such as adult day care agencies, mental health and home support, the following shall apply:

For shifts in excess of eight (8) hours, a special allowance of one dollar and twenty-five cents (\$1.25) per hour will be paid to nurses designated in charge of a worksite.

An employee cannot receive both premiums referenced above on any given shift.

## **ARTICLE 33 – LEAVE – COMPASSIONATE**

### **33.02 Leave – With Pay**

Compassionate leave of absence with pay shall be granted for twenty-one point six (21.6) working hours.

Up to fourteen point four (14.4) additional working hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

## **ARTICLE 34 – LEAVE – COURT APPEARANCE**

(B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for the length of the extended work day that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

## **ARTICLE 35 – LEAVE – EDUCATION**

**35.03 (C)** The Employer shall grant an educational leave of absence with pay, subject to the approval in Article 35.03(B) for normally scheduled work hours, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed sixty-four point eight (64.8) hours of Employer contribution from April 1, 1992.

## **ARTICLE 37 – LEAVE – GENERAL**

### **37.01 Application**

An employee granted unpaid leave(s) of absence totalling less than one hundred and fifty-one point two (151.2) working hours in any year shall continue to accumulate all benefits. Any excess over one hundred and forty-four (144) working hours in any year shall be deducted from the length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer.

For the purposes of this Memorandum, all reference to the twenty (20) working days of Article 37 in the Provincial Collective Agreement, shall be deemed to be one hundred and forty-four (144) working hours.

## **ARTICLE 39 – LEAVE – PAID HOLIDAYS**

### **39.01 Paid Holiday Entitlement**

Each regular employee shall receive seven point two (7.2) paid hours off on or for the paid holidays outlined in Article 39.01 of the Provincial Collective Agreement, and for any other general holiday proclaimed by the Federal or Provincial Government.

### **39.03 Work on a Paid Holiday**

#### **(A) Regular Employee**

- (1) A regular employee required to work on one of the paid holidays listed in Article 39.01 shall be paid at the rate of two (2) times for all hours of work in the day, provided that Articles 27.05, 29.04 and 39.04 are not applicable and, in addition, each regular employee shall receive seven point two (7.2) paid hours off as a statutory holiday. The rate of two (2) times will be paid for all hours of work within 0001 and 2400 hours on the named day.
- (2) **Super Stats (As Applicable)**

Employees who are required to work on Christmas Day,

Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for all hours worked in the day provided that Articles 27.05, 29.04 and 39.04 are not applicable, and shall receive seven point two (7.2) paid hours off as a paid holiday. The rate of two and one-half (2.5) times shall be paid for all hours of work within 0001 and 2400 hours on the named day.

(B) **Casual Employee**

A casual employee who works on a paid holiday listed in Article 39.03 (A)(1) shall be paid two (2) times her rate of pay for all hours of work within 0001 and 2400 hours on the named day. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid 2.5 times her rate of pay for all hours of work within 0001 and 2400 hours on the named day.

**39.04 Premium Rates of Pay**

(D) **Changes in Schedule With Insufficient Notice**

Should the Employer change the work schedule without fourteen (14) calendar days' advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid at the appropriate overtime rate for all hours worked on the day and, in addition, shall receive seven point two (7.2) paid hours off on or for the paid holiday.

**39.07 Scheduling of Paid Holidays**

For the purposes of this Memorandum the statutory holidays outlined in Article 39.01 of the Provincial Collective Agreement are incorporated into the work schedules during off duty days. All such statutory holidays shall be identified and recorded in ink in the nursing staff work schedules on the basis of seven point two (7.2) paid hours. Every effort shall be made to spread the statutory holidays off evenly throughout the year.

**ARTICLE 42 – LEAVE – SICK**

**42.01 Accumulation**

Regular full-time employees shall receive ten point eight (10.8) working hours' sick leave credits for each month of service and such sick leave credits, if not utilized, will be cumulative to a maximum of 1123.2 working hours.

Regular part-time employees shall receive sick leave credit on a

proportionate basis, and such sick leave credits, if not utilized, will be cumulative to a maximum of 1123.2 working hours.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one thousand, one hundred and twenty-three point two(1123.2) working hours, will retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

#### **42.02 Payment**

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

#### **42.09 (B) Appointments**

When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of twenty-one point six (21.6) hours for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

### **ARTICLE 43 – LEAVE – SPECIAL**

#### **43.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of one hundred and forty-four (144) hours at the rate of three point six (3.6) hours every four (4) weeks. The accumulation of special leave credits shall commence on January 1, 1980. Special leave shall be granted after July 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and forty-four (144) hours as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred and forty-four (144) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and forty-four (144) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred and forty-four (144) hours.

#### **43.02 Application**

Special Leave shall be granted as follows:

- (A) Marriage Leave – 36 working hours;
- (B) Paternity Leave – 7.2 working hours;
- (C) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
- (D) Leave of seven point two (7.2) working hours may be added to twenty-one point six (21.6) working hours' compassionate leave;
- (E) Leave of seven point two (7.2) working hours may be taken for travel associated with compassionate leave.

## **ARTICLE 45 – LEAVE – VACATION**

### **45.01 Vacation Entitlement**

- (C) Regular employees will be entitled to a vacation away from work, when the qualifying year(s) of service are attained before July 1, as follows:

144.0 working hours after 1 year of continuous service  
144.0 working hours after 2 years of continuous service  
144.0 working hours after 3 years of continuous service  
144.0 working hours after 4 years of continuous service  
151.2 working hours after 5 years of continuous service  
158.4 working hours after 6 years of continuous service  
165.6 working hours after 7 years of continuous service  
172.8 working hours after 8 years of continuous service  
180.0 working hours after 9 years of continuous service  
187.2 working hours after 10 years of continuous service  
194.4 working hours after 11 years of continuous service  
201.6 working hours after 12 years of continuous service  
208.8 working hours after 13 years of continuous service  
216.0 working hours after 14 years of continuous service  
223.2 working hours after 15 years of continuous service  
230.4 working hours after 16 years of continuous service  
237.6 working hours after 17 years of continuous service  
244.8 working hours after 18 years of continuous service  
252.0 working hours after 19 years of continuous service  
259.2 working hours after 20 years of continuous service  
266.4 working hours after 21 years of continuous service  
273.6 working hours after 22 years of continuous service  
280.8 working hours after 23 years of continuous service  
288.0 working hours after 24 years of continuous service  
295.2 working hours after 25 years of continuous service  
302.4 working hours after 26 years of continuous service

309.6 working hours after 27 years of continuous service  
 316.8 working hours after 28 years of continuous service  
 324.0 working hours after 29 years of continuous service  
 (Reference Article 51 – Portability)

- (D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

Hours paid* excluding overtime to June 30 (inclusive)	x regular pay	x yearly vacation entitlement
<hr/> 1879.2		

\* Includes leave without pay up to one hundred and forty-four (144) working hours.

- (E) Regular employees with less than one (1) year's service on the July 1 cut-off date will receive vacation leave calculated as follows:

Hours paid* excluding overtime to June 30 (inclusive)	x regular pay	x yearly vacation entitlement
<hr/> 1879.2		

\* Includes leave without pay up to one hundred and forty-four (144) working hours.

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. Application of the foregoing will not be governed by the provisions of Article 45.04 – Scheduling of Vacation.

### **45.03 Supplementary Vacation**

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

- (A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-six (36) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy-two (72) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

- (C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (D) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (E) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

#### **ARTICLE 60 – EFFECTIVE AND TERMINATING DATES**

**60.01** This Memorandum of Agreement is effective from April 1, 1985, for those wards or units on the extended work day/compressed work week as of that date. In those wards or units for which the extended work day/compressed work week was implemented after April 1, 1985, this Memorandum of Agreement is effective from the commencement date of the extended work day/compressed work week.

This Memorandum will continue to be in effect until terminated by either party, or until a new Memorandum is prepared to coincide with a new 2006 Provincial Collective Agreement, whichever occurs sooner.

Either party may terminate this Memorandum after serving twenty-eight (28) calendar days' written notice to the other party of its intention to terminate the extended work day/compressed work week.

**APPENDIX A**  
**MEMORANDUM OF AGREEMENT**  
**EARLY INTERVENTION PROGRAM**

The Parties agree that the goal of an Early Intervention Program is to complement the existing disability plans by facilitating a proactive and customized service for ill and injured employees to effectively return to work in a safe and timely manner.

WHEREAS the objectives of the Early Intervention Program are:

- (a) to initiate early contact with the ill/injured employee;
- (b) to identify and provide appropriate case management of the ill/injured employee's health issues;
- (c) to facilitate the rehabilitation of ill/injured employees while expediting a safe and timely return to work through an early return to work plan.
- (d) to convey the message that employees are valued; and
- (e) to reduce the costs of sick leave and the Long-Term Disability Insurance Plan.

AND WHEREAS the parties agree to promote open discussion and support for the Early Intervention Program.

THEREFORE the parties agree on the following principles for establishing an Early Intervention Program:

1. A joint Steering Committee comprised of five (5) representatives of the Nurses' Bargaining Association and five (5) representatives of HEABC shall be established within thirty (30) days of ratification of the renewal Nurses' Subsector Collective Agreement. The purpose of the Steering Committee is to develop an agreement for the delivery/implementation of an Early Intervention Program that has a case management component. The Steering Committee will also consider how the Early Intervention Program will integrate with existing programs, including PEARS. The Committee shall call upon advisors, as required, such as the Occupational Health and Safety Agency and the Healthcare Benefit Trust.

In the event other health sector Collective Agreements include an Early Intervention Plan Steering Committee similar or identical to the Committee described above, the Nurses' Bargaining Association will make every effort to work with HEABC and the other Union Associations to develop a health sector wide Early Intervention Plan.

2. A local implementation committee comprised of no more than

three (3) representatives of the Nurses' Bargaining Association and an equal number of representatives from the Health Authority or Affiliate Employer will be established at each Health Authority or Affiliate Employer with the following mandate:

- (a) implement the Early Intervention Program developed by the Steering Committee by December 5, 2006;
- (b) promote the Early Intervention Program to employees, Unions, and Employers;
- (c) develop and implement a communications plan for the Early Intervention Program;
- (d) receive and analyze quarterly data reports to evaluate the effectiveness of the Early Intervention Program and its impact on sick leave and the Long-Term Disability Insurance Plan;
- (e) discuss issues arising from the implementation of the Early Intervention Program referenced in this Memorandum of Agreement.

In the event other health sector Collective Agreements include a local committee similar or identical to the local committee described above, the Nurses' Bargaining Association will make every effort to work with the Employer and the other Union Bargaining Associations to establish a single multi-Union local committee.

3. The parties agree that the implementation of the Early Intervention Program will be effective on December 5, 2006. In the event the Steering Committee has not agreed on the elements of the Early Intervention Program, they will refer the matter to mediation/arbitration with Donald Munroe by October 1, 2006 for a hearing by November 15, 2006. Donald Munroe shall also be available to the parties, if necessary, to facilitate the resolution of parties at the local level to resolve any disputes regarding the implementation of the Early Intervention Program.
4. The LTD Plan carrier will administer and provide Early Intervention Program case management unless the members of the Steering Committee voluntarily agree to a different provider.
5. An Early Intervention Program provides assistance to employees, including the proper completion of any required forms. Non-participation in the Early Intervention Program may result in complications, delay or denial of LTD Plan

claims and/or benefits. The parties agree that ill/injured regular employees shall participate in the Early Intervention Program and cooperate by:

- completing all required forms;
  - speaking with Early Intervention Program coordinators and/or Union representatives to discuss the potential for early return to work or accommodation plans;
  - participating in an agreed upon early return to work/accommodation plan if approved by the ill/injured employee's physician; and
  - cooperating with any recommended medical and rehabilitation interventions plans, if approved, by the attending physician.
6. The parties agree that for the purposes of the Early Intervention Program, an independent service provider engaged for the Early Intervention Program will be bound by the B.C. Personal Information Protection Act and have strict confidentiality policies and procedures. Information that the ill/injured employee provides to the Early Intervention Program service provider is confidential. However, the agreed to accommodation plan including limitations will be shared with the Employer and the Early Intervention Program Coordinator where required for early return to work plans.
7. The Steering Committee will only receive aggregate and summary data in order to measure the effectiveness of the Early Intervention Program.

## APPENDIX B

# MEMORANDUM OF UNDERSTANDING LONG-TERM DISABILITY INSURANCE PLANS

The Union and the HEABC agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. This amended Plan is effective April 1, 1999.

- Explanatory Note: There are two effective dates for defining “existing claimants” (April 1, 1998 and April 1, 1999). For employees previously covered by the HEABC/BCNU Master Agreement provisions underwritten by the Healthcare Benefit Trust (“HBT”), an “existing claimant” is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an “existing claimant” is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees, wherever the dates “April 1, 1998” and “March 31, 1998” are found in the Memorandum, substitute them with the dates found immediately following them in parentheses: “(April 1, 1999)” and “(March 31, 1999)”, respectively.

### Section 1 – Eligibility

- (A) Regular full-time and regular part-time employees who are on staff January 1, 1981 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- (B) Seniority and Benefits – Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions (reference 13.03(G)):

Any employee granted unpaid leave of absence totalling up to twenty (20) work days in any year shall continue to accumulate seniority and all benefits and shall return to her former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months

shall continue in her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 and Article 19. Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans. Effective April 1, 1999, premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

**Superannuation/Pension** – Employees on long-term disability shall be considered employees for the purposes of superannuation/pension in accordance with the *Pension (Municipal) Act* and the *Pension (Public Service) Act*, as applicable.

**Group Life Insurance** – 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.

## **Section 2 – Waiting Period and Benefits**

### **(A) “Existing Claimants” – Employees Disabled Prior to April 1, 1998 (April 1, 1999) \***

(\* See Explanatory Note in Preamble to this Memorandum)

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 (April 1, 1999) as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

(1) **Supplemental Monthly LTD Benefit (“SMB”) see Appendix L LTD – Stabilization Grant**

### **(B) “New Claimants” – Employees Disabled on or After April 1, 1998 (April 1, 1999) \***

(\* See Explanatory Note in Preamble to this Memorandum)

(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 (April 1, 1999) as a result of an accident or sickness, then, after

the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$4000 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$4000 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$4000 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2(B)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$4000 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$4000 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$4000 figure will be adjusted as set out in Section 2(B)(1) above).

**(C) All Claimants**

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. 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-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by 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 sixty-five (65), recovers, dies, or is eligible for early retirement, whichever occurs first.

- (D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
  - (2) using sick leave credits to top off the long-term disability benefit; or
  - (3) banking the unused sick leave credits for future use.
- (E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:
- Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.
- (F) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

### **Section 3 – Total Disability Defined**

- (A) **“Existing Claimants” – Employees Disabled Prior to April 1, 1998 (April 1, 1999) \***

(\* See Explanatory Note in Preamble to this Memorandum)

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds eighty-five percent (85%) of the rate of pay of her regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

- (B) **“New Claimants” – Employees Disabled on or After April 1, 1998 (April 1, 1999) \***

(\* See Explanatory Note in Preamble to this Memorandum)

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for his/her regular occupation at the date of

disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(1) **Residual Monthly Disability Benefit**

The Residual Monthly Disability Benefit is based on 85% of her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for her regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net of offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that she is able to perform.

**Example:**

- (a) Monthly LTD net of offsets benefit = \$ 1000.00 per month
- (b) 85% rate of pay at date of disability = \$13.60 per hour
- (c) 70% of current rate of pay = \$12.12 per hour
- (d) percentage difference  $[(b/c) - 1] = 12.2\%$
- (e) Residual Monthly Disability Benefit  $(a \times d) = \$122.00$

(C) **All Claimants**

- (1) 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, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.
- (2) During a period of total disability an employee must be

under the regular and personal care of a legally qualified doctor of medicine.

(3) **Commitment to Rehabilitation**

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

- (a) can be expected to facilitate her return to her own job or other gainful occupation; and
- (b) is recommended by HBT/underwriter and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, her Union) and HBT/underwriter. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT/underwriter will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) **Rehabilitation Review Committee**

- (a) In the event that the eligible employee does not agree:
  - (i) with the recommended rehabilitation plan, or,
  - (ii) that she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,

to ensure benefit entitlement under the LTD Plan, the employee must either:

- (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
  - (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- (i) does not agree with the recommended Rehabilitation Plan; or,
- (ii) does not agree that she could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

**(5) Rehabilitation Benefit Incentive Provisions**

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - (i) return to work on a gradual or part-time basis;
  - (ii) engage in a physical rehabilitation activity; and/or
  - (iii) engage in a vocational retraining program.

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- (b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
  - (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;
  - (ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing;
  - (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
  - (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

“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.

If 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 percent (100%) of such earnings.

**(6) Joint Rehabilitation Improvement Committee**

During the term of the agreement, one (1) person from HEABC and one (1) person from the HBT shall meet the two (2) representatives of the Nurses' Bargaining Association. The parties will work together to improve the Rehabilitation Process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Rehabilitation Provisions.

**Section 4 – Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (A) war, insurrection, rebellion, or service in the armed forces of any country;
- (B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of her regular occupation;
- (C) intentionally self-inflicted injuries or illness.

**Section 5 – Integration with other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income.

If other disability income is available to the employee, they must apply for this income prior to receiving LTD.

Other disability income shall include but is not limited to:

- (A) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and
- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by an compulsory act or law; and

- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she would be entitled had they applied for such a benefit; and
- (E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates [Reference 2(B)(2)].

### **Section 6 – Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

## **Section 7 – Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

## **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 provisions 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 Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

## **Section 10 – Waiver of Premiums**

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

## **Section 11 – Claims**

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the Healthcare Benefit Trust/underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Healthcare Benefit Trust/underwriter may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall

not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

### **Claims Adjudication Committee**

During the term of the Agreement, one person from HEABC and one person from the HBT shall meet with two (2) representatives of the Nurses Bargaining Association. The parties will work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims submissions, re-examination and decision review by the medical panel.

### **Section 12 – Administration**

The Employer shall administer and be the sole trustee of the Plan. The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9 and 10 of the Provincial Collective Agreement.

### **Section 13 – Provincial Collective Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the Provincial Collective Agreement.

### **Section 14 – LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that she would have been entitled to receive at the normal retirement date, had she not applied for early retirement, regardless of when the early retirement incentive provision is activated.

- (A) An employee under this Agreement who is:
- (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more;
  - (2) eligible for early retirement pension benefits; and
  - (3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the defi-

dition of Total Disability, continue during the period of time that her application for early retirement is being processed with her pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

- (B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - (2) the amount of the monthly early retirement benefit that the employee will receive;
  - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
  - (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- (C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.
- (D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years of age, or death, whichever is earlier.

(E) **Joint Early Retirement Improvement Committee**

Within six (6) months of the ratification of this agreement, one (1) person from HEABC and one (1) person from the HBT shall meet with two (2) representatives of the Nurses' Bargaining Association. The parties will work together to improve the early retirement incentive process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

## APPENDIX C

# LIST OF EMPLOYERS

### BRITISH COLUMBIA NURSES' UNION (BCNU)

#### Acute Care Component

- Bishop of Victoria (St. Joseph's General Hospital), Comox
- British Columbia Cancer Agency Branch (Fraser Valley Cancer Centre, Vancouver Cancer Centre, Cancer Centre for the Southern Interior, Vancouver Island Cancer Centre)
- Canadian Blood Services/Societe Canadienne du Sang (Kelowna, Prince George, Surrey, Vancouver, Victoria) [9]
- Children's and Women's Health Centre of British Columbia Branch (B.C. Women's Hospital and Health Centre, British Columbia's Children's Hospital, Sunny Hill Health Centre for Children), Vancouver
- Fraser Health Authority (Burnaby Hospital), Burnaby
- Fraser Health Authority (Chilliwack General Hospital, Heritage Village, Parkholm Lodge), Chilliwack
- Fraser Health Authority (Delta Centennial Hospital), Delta
- Fraser Health Authority (Eagle Ridge Hospital and Health Care Centre), Port Moody
- Fraser Health Authority (Fellburn Care Centre and Queen's Park Care Centre), New Westminster
- Fraser Health Authority (Fraser Canyon Hospital), Hope
- Fraser Health Authority (Langley Memorial Hospital), Langley
- Fraser Health Authority (Matsqui-Sumas-Abbotsford General Hospital), Abbotsford
- Fraser Health Authority (Mission Memorial Hospital), Mission
- Fraser Health Authority (Peace Arch Hospital), White Rock
- Fraser Health Authority (Ridge Meadows Hospital and Health Care Centre), Maple Ridge
- Fraser Health Authority (Royal Columbian Hospital), New Westminster
- Fraser Health Authority (Surrey Memorial Hospital), Surrey
- George Derby Care Society (George Derby Centre) [1], Burnaby
- Interior Health Authority (100 Mile District Hospital), 100 Mile House
- Interior Health Authority (Arrow Lakes Hospital), Nakusp

Interior Health Authority (Ashcroft and District General Hospital), Ashcroft  
 Interior Health Authority (Barriere and District Health Centre), Barriere  
 Interior Health Authority (Bastion Place) [1], Salmon Arm  
 Interior Health Authority (Boundary Hospital), Grand Forks  
 Interior Health Authority (Brookhaven Care Centre [1], Cottonwoods Extended Care [1], Kelowna General Hospital), Kelowna  
 Interior Health Authority (Cariboo Lodge) [1], Williams Lake  
 Interior Health Authority (Cariboo Memorial Hospital), Williams Lake  
 Interior Health Authority (Castlegar & District Community Health Centre, Talarico Place), Castlegar  
 Interior Health Authority (Coquihalla – Gillis House) [1], Merritt  
 Interior Health Authority (Creston Valley Hospital), Creston  
 Interior Health Authority (Dr. Helmcken Memorial Hospital), Clearwater  
 Interior Health Authority (East Kootenay Regional Hospital, Cranbrook  
 Interior Health Authority (Elkford Health Care Centre), Elkford  
 Interior Health Authority (Elk Valley Hospital), Fernie  
 Interior Health Authority (Golden and District General Hospital, Henry M. Durand Manor) [1], Golden  
 Interior Health Authority (Halcyon Community Home) [1], Nakusp  
 Interior Health Authority (Hillside Interior Adult Psychiatric Centre), Kamloops  
 Interior Health Authority (Invermere and District Hospital), Invermere  
 Interior Health Authority (Kelly Care Centre) [1], Summerland  
 Interior Health Authority (Kootenay Boundary Regional Hospital), Trail  
 Interior Health Authority (Kootenay Lake Hospital), Nelson  
 Interior Health Authority (Lillooet District Hospital), Lillooet  
 Interior Health Authority (Logan Lake Health Care Centre), Logan Lake  
 Interior Health Authority (Nicola Valley Health Centre), Merritt  
 Interior Health Authority (Overlander Extended Care Hospital), Kamloops  
 Interior Health Authority (Parkview Place) [1], Enderby

Interior Health Authority (Penticton Regional Hospital), Penticton  
Interior Health Authority (Pleasant Valley Health Centre & Pleasant Valley Manor), Armstrong  
Interior Health Authority (Princeton General Hospital), Princeton  
Interior Health Authority (Queen Victoria Hospital, Mount Cartier Court, Revelstoke Home Support), Revelstoke  
Interior Health Authority (Royal Inland Hospital), Kamloops  
Interior Health Authority (Shuswap Lake General Hospital), Salmon Arm  
Interior Health Authority (Slocan Community Hospital and Health Care Centre), [1] New Denver  
Interior Health Authority (South Okanagan General Hospital), Oliver  
Interior Health Authority (Sparwood Health Centre), Sparwood  
Interior Health Authority (St. Bartholomew's Hospital), Lytton  
Interior Health Authority (Summerland Outpatient Health Centre) [9], Summerland  
Interior Health Authority (Vernon Jubilee Hospital), Vernon  
Interior Health Authority (Victorian Community Health Centre of Kaslo), Kaslo  
Marie Esther Society, The (Mount Saint Mary Hospital), Victoria  
Mennonite Benevolent Society (Menno Hospital), Abbotsford  
Northern Health Authority (Bulkeley Valley District Hospital), Smithers  
Northern Health Authority (Chetwynd General Hospital), Chetwynd  
Northern Health Authority (Dawson Creek and District Hospital), Dawson Creek  
Northern Health Authority (Dunrovin Park Lodge) [1], Quesnel  
Northern Health Authority (Fort Nelson General Hospital), Fort Nelson  
Northern Health Authority (Fort St. John General Hospital and Health Centre), Fort St. John  
Northern Health Authority (Fraser Lake Diagnostic and Treatment Centre), Fraser Lake  
Northern Health Authority (G.R. Baker Memorial Hospital), Quesnel  
Northern Health Authority (Granisle Community Health Centre), Granisle  
Northern Health Authority (Houston Health Centre), Houston

Northern Health Authority (Hudson's Hope Health Centre), Hudson Hope

Northern Health Authority (Kitimat General Hospital), Kitimat

Northern Health Authority (Lakes District Hospital and Health Centre), Burns Lake

Northern Health Authority (Mackenzie and District Hospital), Mackenzie

Northern Health Authority (McBride and District Hospital), McBride

Northern Health Authority (Mills Memorial Hospital), Terrace

Northern Health Authority (Pouce Coupe Care Home), Pouce Coupe

Northern Health Authority (Prince George Regional Hospital), Prince George

Northern Health Authority (Prince Rupert Regional Hospital), Prince Rupert

Northern Health Authority (Queen Charlotte Islands General Hospital, Masset Hospital), Queen Charlotte City

Northern Health Authority (St. John Hospital), Vanderhoof

Northern Health Authority (Stewart Health Centre), Stewart

Northern Health Authority (Stikine Health Centre), Dease Lake

Northern Health Authority (Stuart Lake Hospital), Fort St. James

Northern Health Authority (Tumbler Ridge Health Centre), Tumbler Ridge

Northern Health Authority (Valemount Health Centre), Valemount

Providence Health Care Society (Mount Saint Joseph Hospital, Holy Family Hospital, St. Vincent's Hospital – Langara, St. Vincent's – Brock Fahrni Pavilion, St. Paul's Hospital, Youville Residence), Vancouver

United Church of Canada, Bella Coola General Hospital (Bella Coola General Hospital), Bella Coola

United Church of Canada, R.W. Large Memorial Hospital (R.W. Large Memorial Hospital), Waglisia

United Church of Canada, Wrinch Memorial Hospital (Wrinch Memorial Hospital), Hazelton

Vancouver Coastal Health Authority (\*Cedarview Lodge; Dogwood Lodge; G.F. Strong Rehabilitation Centre; George Pearson Centre; \*Howe Sound Home Support Service; Kiwanis Care Centre (North Vancouver); \*Kiwanis Village Care Home

(Gibsons); Lions Gate Hospital/Evergreen House; \*Magnolia House; Mary Pack Arthritis Centre; \*North Shore Home Support – Margaret Fulton Adult Day Centre and West Vancouver Adult Day Centre; \*North Shore/Coast Garibaldi Health Services Delivery Area – North Shore Community Health Services – Public Health, Continuing Care, Mental Health Services provided by the former North Shore Health Region; \*North Shore/Coast Garibaldi Health Services Delivery Area – North Shore Community Health Services – Public Health, Continuing Care, Mental Health Services provided by the former Coast Garibaldi Community Health Services Society; Olive Devaud Residence; Pemberton Health Centre; Powell River General Hospital/Evergreen Extended Care; \*Powell River and District Home Support; The Richmond Hospital; \*Richmond Lions Manor; \*Richmond Community Health Services – Public Health, Continuing Care, Mental Health; \*Richmond Mental Health Team and Richmond Mental Health Emergency Service; Shorncliffe; Squamish General Hospital/Hilltop House; \*Sunshine Coast Home Support (Sechelt); St. Mary’s Hospital/Totem Lodge (Sechelt); \*Vancouver Community Health Services – Public Health, Continuing Care, Mental Health; \*Vancouver Community Mental Health Services; \*Vancouver Detox; Vancouver Hospital and Health Sciences Centre, UBC Pavilions; Vancouver Hospital and Health Sciences Centre, 12th & Oak Pavilions)

Vancouver Island Health Authority (Central & North Vancouver Island Health Service Delivery Area – Campbell River and District General Hospital (Campbell River); \*Campbell River Home Support (Campbell River); \*Central Island Health Services Delivery Area – Public Health, Continuing Care, Mental Health, Home Support; Chemainus Health Care Centre (Chemainus); \*Comox Valley Home Support (Courtenay); \*Comox Valley Nursing Station (Courtenay); Cormorant Island Community Health Centre (Alert Bay); Cowichan District Hospital (Duncan); \*Cowichan Lodge (Duncan); Cumberland Health Centre (Cumberland); \*Eagle Park Health Care Facility (Qualicum Beach); Gold River Health Clinic (Gold River); Ladysmith and District General Hospital (Ladysmith); Nanaimo Regional General Hospital (Nanaimo); \*North Island Health Services Delivery Area – Public Health, Continuing Care, Mental Health; Port Alice Hospital (Port Alice); Port Hardy Hospital (Port Hardy); Port McNeill Hospital (Port McNeill); Tahsis Hospital (Tahsis); Tofino General Hospital

\* *Continuing Care Component applicability under discussion.*

(Tofino); Trillium Lodge (Parksville); West Coast General Hospital (Port Alberni); \*Yucalta Lodge (Campbell River))

Vancouver Island Health Authority (South Island Health Service Delivery Area – Aberdeen Hospital (Victoria); Glengarry Hospital (Victoria); Gorge Road Hospital (Victoria); Lady Minto Gulf Islands Hospital (Salt Spring Island); Mount Tolmie Hospital (Victoria); Priory Hospital (Victoria); Queen Alexandra Hospital for Children’s Health (Victoria); Royal Jubilee Hospital (Victoria); Saanich Peninsula Hospital (Victoria); \*South Island Health Services Delivery Area – Public Health, Continuing Care, Mental Health, Victoria Detox (Victoria); Victoria General Hospital (Victoria))

\* *Continuing Care Component applicability under discussion.*

## **BRITISH COLUMBIA NURSES’ UNION (BCNU)**

### **Continuing Care Component**

0697871 B.C. Ltd. (Highland Lodge) [1p], Langley

4347 Investments Ltd. (Point Grey Private Hospital) [1p], Vancouver

484017 B.C. Ltd. (Kimbelee Place) [3p], Surrey

498224 B.C. Inc. (Braddan Private Hospital) [1p], Vancouver

577681 B.C. Inc. (Lakeshore Care Centre) [1p], Coquitlam

A.C.M.C.J. Holdings Ltd. (Haven Hill Retirement Centre) [1p],  
Penticton

Acacia Ty Mawr Holdings Ltd. (Acacia Ty Mawr) [1p], Shawnigan  
Lake

Age Care Investments (B.C.) Ltd. (Canada Way Care Centre) [1p],  
Burnaby

Alberni-Clayoquot Continuing Care Society (Echo Village) [1], Port  
Alberni

Alberni-Clayoquot Continuing Care Society (Fir Park Village) [1],  
Port Alberni

Aldergrove Lions Seniors Housing Society (Jackman Manor) [1],  
Aldergrove

Anna-Marie Jaworsky (Hampton Court) [3p], Vancouver

Arcan Developments Ltd. (West Vancouver Care Centre) [1p], West  
Vancouver

Argyll Lodge Ltd. (Argyll Lodge) [3], Surrey

Arrow and Slocan Lakes Community Services (Arrow and Slocan Lakes Community Services) [6], Nakusp

Arrowsmith Rest Home Society (Arrowsmith Lodge) [1], Parksville

Arvand Investment Corporation (Britannia Lodge) [1p], Vancouver

Baptist Housing Care Homes Society, The (Central Care Home) [1], Victoria

Baptist Housing Care Homes Society, The (Mount Edwards Court Care Home) [1], Victoria

Barclay Lodge Ltd. (Barclay Lodge) [3p] Port Coquitlam

Beacon Hill Villa Partnership (Beacon Hill Villa) [1p], Victoria

Beckley Farm Lodge Society (Beckley Farm Lodge) [1], Victoria

Belvedere Care Centre Inc. (Belvedere Care Centre) [1p], Coquitlam

British Columbia Centre for Disease Control and Prevention Society Branch (B.C. Centre for Disease Control) [9], Vancouver

Broadway Pentecostal Care Association (Broadway Pentecostal Lodge) [1], Vancouver

Burquitlam Care Society (Burquitlam Lions Care Centre) [1], Coquitlam

C.L. Antonio Inc. (Angel Anne Home) [3p] Mission

C.L. Antonio Inc. (Katalin Home) [3p], Mission

Calling Foundation (Blenheim Lodge) [1], Vancouver

Canadian Mental Health Association, Vernon and District Branch (Aberdeen House) [3], Vernon

Canadian Mental Health Association, Vernon and District Branch (CMHA, Vernon and District Branch) [3], Vernon

Capital Mental Health Association (Capital Mental Health Association) [3] Victoria

Capital Mental Health Association (McCauley Lodge) [3], Victoria

Carital Continuing Care Society (Villa Carital) [1], Vancouver

Cartier House Care Centre Ltd. (Cartier House) [1p], Coquitlam

Cedarhurst Private Hospital Ltd. (Amherst Private Hospital) [1p], Vancouver

Central Care Corporation (Arbutus Care Centre) [1p], Vancouver

Central Care Corporation (Capilano Care Centre) [1p], West Vancouver

Central Care Corporation (Holyrood Manor) [1p], Maple Ridge

Central Care Corporation (James Bay Care Centre) [1p], Victoria

Central Care Corporation (Lakeview Care Centre) [1p], Vancouver  
 Central Care Corporation (Sandringham Care Centre) [1p],  
 Victoria  
 Cerwydden Care Ltd. (Cerwydden Care) [1p] Duncan  
 Chantelle Management Ltd. (Castleview Care Centre) [1p],  
 Castlegar  
 Chelsey House (2003) Ltd. (Chelsey House) [3p], Langley  
 Cherington Intercare Inc. (Cherington Place) [1p], Surrey  
 Chown Adult Day Care Centre Society (Chown Adult Day Care  
 Centre) [2], Vancouver  
 Columbian Centre Society (Columbia House) [3], Nanaimo  
 Community Home Support Services Association (Community  
 Home Support Services Association) [7], Vancouver  
 Correa Holdings Ltd. (Crescent Beach Lodge) [3p], Surrey  
 Country Squire Retirement Villa Ltd. (Country Squire Villa) [3p]  
 Osoyoos  
 CPAC (Carlton Gardens) Inc. (Carlton Lodge) [1p], Burnaby  
 CPAC (Carlton Gardens) Inc. (Carlton Private Hospital) [1p],  
 Burnaby  
 CPAC (Malaspina Gardens) Inc. (Malaspina Gardens) [1p],  
 Nanaimo  
 Crestlene Lodge Ltd. (Crestlene Lodge) [3p], Delta  
 Crossreach Project of Vancouver (Crossreach Seniors' Day Centre)  
 [2], Vancouver  
 Dania Home Society (Dania Home) [1], Burnaby  
 Dawn Davies Health Care Ltd. (Camosun Heights Facility,  
 Saanich House) [3p] Victoria  
 Decker Management Ltd. (Simpson Hospital) [1p], Fort Langley  
 Delta Lodge Ltd. (Delta Lodge) [3p], Delta  
 Down's Enterprises Ltd. (Down's Residence) [3p], Vernon  
 Elizabeth Bagshaw Society (Elizabeth Bagshaw Women's Clinic)  
 [6], Vancouver  
 Evergreen Baptist Care Society (Evergreen Baptist Home) [1],  
 White Rock  
 Everywoman's Health Centre Society (1988) (Everywoman's  
 Health Centre) [6], Vancouver  
 Fair Haven United Church Homes, The (Fairhaven United Church  
 Homes) [1], Burnaby  
 Fair Haven United Church Homes, The (Fairhaven United Church  
 Homes) [1], Vancouver

Finnish Canadian Rest Home Association, The (Finnish Manor) [1], Burnaby

Finnish Canadian Rest Home Association, The (Finnish Home) [1], Vancouver

Fleetwood Place Holdings Ltd. (Fleetwood Place) [1p], Vancouver

Fraser Health Authority (Fraser Valley Health Services Delivery Area – Public Health, Continuing Care, Mental Health and Chilliwack/Abbotsford Home Support Services) [8]

Fraser Health Authority (Second Spring Adult Day Care) [2], New Westminster

Fraser Health Authority (Simon Fraser Health Services Delivery Area – Public Health, Continuing Care, Mental Health) [8]

Fraser Health Authority (South Fraser Health Services Delivery Area – Public Health, Continuing Care, Mental Health, Creekside Withdrawal Management Centre) [8]

Fraser Valley Care Centre Management Ltd. (Eden Intermediate Care Facility) [1p], Sardis

Fraserview Intermediate Care Lodge Co. Ltd. (Fraserview Intermediate Care Lodge) [1p], Richmond

German-Canadian Benevolent Society of British Columbia (German Canadian Care Home) [1], Vancouver

Glacier View Lodge Society (Glacier View Lodge) [1], Courtenay

Golden Ears Seniors Village Partnership (Golden Ears Seniors Village) [1], Maple Ridge

Good Shepherd Lodge Inc. (Good Shepherd Lodge) [3p], White Rock

Governing Council of the Salvation Army in Canada (Buchanan Lodge) [1], New Westminster

Governing Council of the Salvation Army in Canada, Harbour Light, The (Cordova Detox, The) [4], Vancouver

Governing Council of the Salvation Army in Canada, The (Sunset Lodge) [1], Victoria

Greater Vancouver Community Services Society (Greater Vancouver Home Support) [7], Vancouver

Greenridge Place Incorporated (Greenridge Place) [3], Victoria

Greenwoods Eldercare Society, The (Greenwoods) [1], Salt Spring Island

Haro Park Centre Society (Haro Park Centre) [1], Vancouver

Health and Home Care Society of British Columbia (Family Respite Centre) [2], Vancouver

Heritage Home Intermediate Care Inc. (Heritage Home) [1p],  
Delta

Hillside Lodge Ltd. (Hillside Lodge) [3p], Surrey

Hilton Villa Care Centre Ltd. (Hilton Villa) [1p], Surrey

Hurst Management Ltd. (Sidney Care Home) [1p], Sidney

I.D.S. Management Ltd. (Melissa Park Lodge) [3p], Port Coquit-  
lam

Icelandic Care Home Hofn Society, The (Icelandic Care Home) [1],  
Vancouver

Ilapogu Investments Inc. (Oriole Lodge) [3p], Abbotsford

Inglewood Private Hospital Ltd. (Inglewood Private Hospital,  
Lodge and Manor) [1p], West Vancouver

Interior Health Authority (Boundary Home Support Service) [7],  
Grand Forks

Interior Health Authority (Braemore Lodge) [3], Penticton

Interior Health Authority (Castlegar and District Home Support  
Services) [7], Castlegar

Interior Health Authority (Columbia View Lodge) [1], Trail

Interior Health Authority (Cranbrook Home Support Services) [7],  
Cranbrook

Interior Health Authority (Creston Valley Home Support) [7],  
Creston

Interior Health Authority (David Lloyd-Jones Home) [1], Kelowna

Interior Health Authority (Dr. F.W. Green Memorial Home) [1],  
Cranbrook

Interior Health Authority (East Kootenay Health Services  
Delivery Area – Public Health, Continuing Care, Mental  
Health) [8]

Interior Health Authority (Gateby Complex Care Facility) [1],  
Vernon

Interior Health Authority (Golden and District Home Support) [7],  
Golden

Interior Health Authority (Hardy View Lodge) [1], Grand Forks

Interior Health Authority (Kelowna Home Support) [7], Kelowna

Interior Health Authority (Kimberley Special Care Home) [1],  
Kimberley

Interior Health Authority (Kiro Manor) [1], Trail

Interior Health Authority (Kootenay Boundary Health Services  
Delivery Area – Public Health, Continuing Care, Mental  
Health) [8]

Interior Health Authority (Mountain View Lodge) [1], Lillooet  
Interior Health Authority (Nelson and District Home Support Services) [7], Nelson  
Interior Health Authority (Nelson Jubilee Manor) [1], Nelson  
Interior Health Authority (Noric House) [1], Vernon  
Interior Health Authority (Okanagan Health Services Delivery Area – Public Health, Continuing Care, Mental Health, Armstrong Home Support Services, Shuswap Home Support Services, Vernon and District Home Support Services provided by the former North Okanagan Health Region) [8]  
Interior Health Authority (Okanagan Health Service Delivery Area – Public Health, Continuing Care, Mental Health Services provided by the former Okanagan Similkameen Health Region) [8]  
Interior Health Authority (Penticton Home Support Services) [7], Penticton  
Interior Health Authority (Ponderosa Lodge) [1], Kamloops  
Interior Health Authority (Ridgewood Lodge) [1], Princeton  
Interior Health Authority (Sagebrush Lodge) [1], Osoyoos  
Interior Health Authority (Salmon Arm Pioneer Lodge) [1], Salmon Arm  
Interior Health Authority (South Hills Centre for Psychiatric Rehabilitation) [3], Kamloops  
Interior Health Authority (South Okanagan Home Support) [7], Oliver  
Interior Health Authority (South Similkameen Health Centre) [9], Keremeos  
Interior Health Authority (Sunnybank Centre) [1], Oliver  
Interior Health Authority (Swan Valley Lodge) [1], Creston  
Interior Health Authority (Thompson Cariboo Health Services Delivery Area – Public Health, Continuing Care, Mental Health Services provided by the Former Cariboo Community Health Services Society) [8]  
Interior Health Authority (Thompson Cariboo Health Services Delivery Area – Public Health, Continuing Care, Mental Health Services provided by the former Thompson Health Region) [8]  
Interior Health Authority (Three Links Manor) [1], Kelowna  
Interior Health Authority (Trail and District Home Support and Alpha House) [7], Trail  
Interior Health Authority (Trail and District Hospice Palliative Care Program) [6], Trail

Interior Health Authority (Trinity Center) [1], Penticton  
Interior Health Authority (West Chilcotin Nursing Station) [9],  
Williams Lake  
Invicta Enterprises Incorporated (New Greenwood Lodge) [3],  
Surrey  
James Bay Health and Community Services Society (James Bay  
Community Project) [7], Victoria  
Jewish Home for the Aged of British Columbia (Louis Brier Home  
and Hospital) [1], Vancouver  
Josephine Care Home Inc. (Josephine Care Home) [3p], Surrey  
Juan de Fuca Home Support Services Ltd. (Juan de Fuca Home  
Support Services) [7], Victoria  
Kamloops Personal Care Home Ltd. (Garden Manor) [3p],  
Kamloops  
Kamloops Society for Alcohol and Drug Services (Phoenix Centre)  
[4], Kamloops  
Kinsmen Retirement Centre Association (Kinsmen Retirement  
Centre) [1], Delta  
L'Chaim Adult Daycare Society (L'Chaim Centre for Adult  
Daycare) [2], Vancouver  
Lake Country Lodge Ltd. (Lake Country Manor) [1p], Lake County  
Langley Care Society (Langley Lodge) [1], Langley  
Laurel Lodge Ltd. (Laurel Lodge) [1p], Courtenay  
Levi Labro and Carmen Labro (Labro Manor) [3], Vancouver  
Little Mountain Residential Care & Housing Society (Adanac Park  
Lodge) [1], Vancouver  
Little Mountain Residential Care & Housing Society (Little Moun-  
tain Place) [1], Vancouver  
Luther Court Society (Luther Court) [1], Victoria  
M. Kopernik (Nicolaus Copernicus) Foundation (Kopernik Lodge)  
[1], Vancouver  
Maplewood House Society, The (Maplewood House) [1], Abbotsford  
Marineview Housing Society (Cloverly House) [3], North Vancou-  
ver  
Marineview Housing Society (Malchow House) [3], West Vancouver  
Meadowview Manor Inc. (Meadowview Manor) [3p], Mission  
Mennonite Intermediate Care Home Society of Richmond (Pine-  
grove Place) [1] Richmond  
Morgan Place Holdings Ltd. (Morgan Place) [1p], Surrey

MPA – Motivation, Power and Achievement Society [3], Vancouver  
MPA – Motivation, Power and Achievement Society (Sophia House)  
[3], Vancouver  
MPA – Motivation, Power and Achievement Society (Tillikum  
House) [3], Vancouver  
New Vista Society, The (New Vista Care Home) [1], Burnaby  
North Shore Private Hospital (1985) Ltd. (Lynn Valley Care  
Centre) [1p], North Vancouver  
Northcrest Care Centre Ltd. (Northcrest Care Centre) [1p], Delta  
Northern Health Authority (Acropolis Manor) [1], Prince Rupert  
Northern Health Authority (Bulkley Lodge) [1], Smithers  
Northern Health Authority (North Peace Care Centre) [7], Fort St.  
John  
Northern Health Authority (North Peace Home Support) [7], Fort  
St. John  
Northern Health Authority (Northeast Health Services Delivery  
Area – Public Health, Continuing Care, Mental Health) [8]  
Northern Health Authority (Northern Interior Health Services  
Delivery Area – Public Health, Continuing Care, Mental  
Health) [8]  
Northern Health Authority (Northern Interior Health Services  
Delivery Area – Quesnel – Public Health, Continuing Care,  
Mental Health Services provided by the Former Cariboo Com-  
munity Health Services Society) [8]  
Northern Health Authority (Northwest Health Services Delivery  
Area – Public Health, Continuing Care, Mental Health) [8]  
Northern Health Authority (Omineca Lodge (41) Retirement  
Home) [1], Vanderhoof  
Northern Health Authority (Parkside Intermediate Care Home)  
[1], Prince George  
Northern Health Authority (Peace River Haven) [1], Pouce Coupe  
Northern Health Authority (Prince George & District Home  
Support) [7], Prince George  
Northern Health Authority (Queen Charlotte Islands Health  
Centre) [6], Queen Charlotte City  
Northern Health Authority (Rainbow Intermediate Care Home)  
[1], Prince George  
Northern Health Authority (Rotary Manor) [1], Dawson Creek  
Northern Health Authority (South Peace Home Support) [7],  
Dawson Creek

Northern Health Authority (Terrace Home Support Services) [7], Terrace

Northern Health Authority (Terraceview Lodge) [1], Terrace

Norwegian Old People's Home Association (Normanna Rest Home) [1], Burnaby

Oak Bay Kiwanis Health Care Society (Oak Bay Kiwanis Pavilion) [1], Victoria

Peninsula Community Association (Peninsula Community Association) [7], Sidney

Peninsula Community Association (Salt Spring and Outer Gulf Islands Home Support Services) [7], Salt Spring Island

Pine Grove Care Centre Ltd. (Pine Grove Care Centre) [1p], Kamloops

Pioneer Community Living Association (Pioneer House) [3], New Westminster

Pleasant View Housing Society 1980 (Pleasant View Care Home) [1], Mission

Port Coquitlam Senior Citizens' Housing Society (Hawthorne Care Centre) [1], Port Coquitlam

Pungun Holdings Ltd. (Sunrise Special Care Facility) [3], Abbotsford

Quesnel and District Child Development Centre Association (Quesnel Child Development Centre) [5], Quesnel

Renfrew Care Centre Partnership (Renfrew Care Centre) [1p], Vancouver

Richmond Intermediate Care Society (Rosewood Manor) [1], Richmond

Rolling Winds Enterprises Inc. (Pender House) [3p], Vancouver

Royal Arch Masonic Homes Society (Royal Arch Masonic Home) [1], Vancouver

Royal Ascot Care Centre Ltd. (Royal Ascot Care Centre) [1p], Vancouver

Sayo Development Corporation (Craigend Resthome) [3p], Burnaby

Shelmarie Rest Home (1994) Inc. (Shelmarie Rest Home) [1p], Victoria

Sherwood Crescent Manor Ltd. (Sherwood Crescent Manor) [1p], Clearbrook

Skipton Holdings Ltd. (Mountain View Home) [3p], Abbotsford

Societe du Foyer Maillard (Foyer Maillard) [1], Maillardville

South Fraser Home Support Society (South Fraser Home Support) [7], Surrey

South Victoria Home Care Society (South Victoria Home Care) [7], Victoria

St. James Community Service Society (St. James Community Service) [3], Vancouver

St. Jude's Anglican Home (St. Jude's Anglican Home) [1], Vancouver

St. Michael's Centre Hospital Society (St. Michael's Centre) [1], Burnaby

Tabor Home Society (Tabor Home) [1], Abbotsford

TCM TeleCare Management Inc. (TCM TeleCare Management) [9p], Burnaby

Three Links Care Society, The (Three Links Care Centre) 1], Vancouver

Trejan Lodge Ltd. (Trejan Lodge) [3p] Maple Ridge

Valleyhaven Guest Home (Valleyhaven Guest Home) [1], Chilliwack

Vancouver East Lions Society (The) (Lion's Den Adult Day Centre "Encourage") [2], Vancouver

Vancouver Island Housing Association for the Physically Disabled (1976) (Nigel House) [1], Victoria

VCPC Holdings Limited. (Chrysalis 22 & 24) [3p], Surrey

Victoria Chinatown Care Society (Victoria Chinatown Care Centre) [1], Victoria

Villa Cathay Care Home Society (Villa Cathay Care Home) [1], Vancouver

Waddell's Haven Guest Home Mission Ltd., (Waddell's Haven Guest Home) [3p], Mission

West Shore Laylum Management Ltd.(West Shore Laylum) [1p], Delta

Westbank First Nation Development Co. Ltd. (Pine Acres Home) [1p], Westbank

Whalley & District Senior Citizens' Housing Society (Kinsmen Place Lodge) [1], Surrey

White Rock Come Share Society (White Rock Come Share Centre, Surrey Come Share Centre) [2], White Rock, Surrey

Windermere Care Centre Inc. (Windermere Care Centre) [1p], Vancouver

Windsor Manor Care Centre Ltd. (Windsor Manor Care Centre)  
[1p], Kelowna  
Yaletown House Society (Yaletown House) [1], Vancouver  
Yvonne Andrews Holdings Ltd. (Clover Lodge) [3p], Victoria

## **HEALTH SCIENCES ASSOCIATION (HSA)**

*Determination regarding "IHA - Shuswap Health Services" was not made by time of printing of collective agreement.*

### **Acute Care Component**

Bishop of Victoria (St. Joseph's General Hospital), Comox  
Fraser Health Authority (Burnaby Hospital), Burnaby  
Fraser Health Authority (Chilliwack General Hospital, Heritage Village, Parkholm Lodge), Chilliwack  
Fraser Health Authority (Langley Memorial Hospital), Langley  
Fraser Health Authority (Matsqui-Sumas-Abbotsford General Hospital), Abbotsford  
Fraser Health Authority (Mission Memorial Hospital), Mission  
Fraser Health Authority (Peace Arch Hospital), White Rock  
Fraser Health Authority (Ridge Meadows Hospital and Health Care Centre), Maple Ridge  
Fraser Health Authority (Royal Columbian Hospital and Eagle Ridge Hospital and Health Care Centre), New Westminster/Port Moody  
Fraser Health Authority (Surrey Memorial Hospital), Surrey  
Interior Health Authority (Brookhaven Care Centre, Cottonwoods Extended Care, Kelowna General Hospital), Kelowna  
Interior Health Authority (100 Mile District Hospital), 100 Mile House  
Interior Health Authority (Castlegar and District Community Health Centre), Castlegar  
Interior Health Authority (East Kootenay Regional Hospital), Cranbrook  
Interior Health Authority (Kelly Care Centre), Summerland

- Interior Health Authority (Kootenay Boundary Regional Hospital), Trail
- Interior Health Authority (Nicola Valley Health Care), Merritt
- Interior Health Authority (Overlander Extended Care Hospital), Kamloops
- Interior Health Authority (Penticton Regional Hospital), Penticton
- Interior Health Authority (Queen Victoria Hospital), Revelstoke
- Interior Health Authority (Royal Inland Hospital), Kamloops
- Interior Health Authority (Vernon Jubilee Hospital), Vernon
- Northern Health Authority (Dawson Creek and District Hospital), Dawson Creek
- Northern Health Authority (Dunrovin Park Lodge) [1], Quesnel
- Northern Health Authority (G.R. Baker Memorial Hospital), Quesnel
- Northern Health Authority (Mills Memorial Hospital), Terrace
- Northern Health Authority (Pouce Coupe Care Home), Pouce Coupe
- Northern Health Authority (Prince George Regional Hospital), Prince George
- Providence Health Care Society (Mount Saint Joseph Hospital, Holy Family Hospital, St. Vincent's Hospital – Langara, St. Vincent's Hospital – Brock Fahrni Pavilion, St. Paul's Hospital, Youville Residence)
- Vancouver Coastal Health Authority (\*Cedarview Lodge; George Pearson Centre; \*Kiwanis Village Care Home (Gibsons); Lions Gate Hospital/Evergreen House; \*Magnolia House; Powell River General Hospital; Richmond Hospital (The); \*Richmond Lions Manor; Squamish General Hospital/Hilltop House; Vancouver Hospital and Health Sciences Centre, UBC Pavilions)
- Vancouver Island Health Authority (Central & North Vancouver Island Health Service Delivery Area – Campbell River and District General Hospital (Campbell River); Cowichan District Hospital (Duncan); \*Eagle Park Health Care Facility (Qualicum Beach); Nanaimo Regional General Hospital (Nanaimo); \*Trillium Lodge (Parksville); West Coast General Hospital; (Port Alberni)).
- Vancouver Island Health Authority (South Island Health Service Delivery Area – Gorge Road Hospital, Royal Jubilee Hospital, Victoria General Hospital), Victoria

\* Continuing Care Component applicability under discussion.

## **HEALTH SCIENCES ASSOCIATION (HSA)**

### **Continuing Care Component**

- A.C.M.C.J Holdings Ltd. (Haven Hill Retirement Centre) [1p],  
Penticton
- Azimuth Health Program Management Ltd. (Barberry Lodge) [3p],  
Port Coquitlam
- Baptist Housing Care Homes Society of B.C., The (Central Care  
Home) [1], Victoria
- Bisha Enterprises Inc. (Blue Spruce Cottage) [3p], New West-  
minster
- Burquitlam Care Society (Burquitlam Lions Care Centre) [1],  
Coquitlam
- C.L. Antonio Inc. (Katalin Home) [3p], Mission
- Cartier House Care Centre Ltd. (Cartier House) [1p], Coquitlam
- Central Care Corporation (Arbutus Care Centre) [1p], Vancouver
- Central Care Corporation (Capilano Care Centre) [1p], West  
Vancouver
- Central Care Corporation (Holyrood Manor) [1p], Maple Ridge
- Central Care Corporation (James Bay Care Centre) [1p], Victoria
- Chester House Care Facility Ltd. (Chester House) [3p], Vancouver
- CIPC (Ocean View) Limited Partnership (Ocean View Care Home)  
[1p], White Rock
- Coast Foundation Society (1974) (Coast Foundation) [3], Vancou-  
ver
- Columbian Centre Society (Columbia House) [3], Nanaimo
- CPAC (Carlton Gardens) Inc. (Carlton Lodge) [1p], Burnaby
- CPAC (Carlton Gardens) Inc.(Carlton Private Hospital) [1p],  
Burnaby
- CPAC (Malaspina Gardens) Inc., (Malaspina Gardens) [1p],  
Nanaimo
- Crestlene Lodge Ltd. (Crestlene Lodge) [3p], Delta
- Dania Home Society (Dania Home) [1], Burnaby
- Daniel Gaumont (Gaumont Residence) [3p], Kamloops
- Finnish Canadian Rest Home Association, The (Finnish Manor)  
[1], Vancouver
- Fraser Health Authority (CRESST South Fraser) [3], Surrey
- Fraser Valley Care Centre Management Ltd. (Eden Intermediate  
Care Centre) [1p], Sardis

Glacier View Lodge Society (Glacier View Lodge) [1], Comox

Good Shepherd Lodge Inc. (Good Shepherd Lodge) [3p], White Rock

Haro Park Centre Society (Haro Park Centre) [1], Vancouver

I.D.S. Management Ltd., (Melissa Park Lodge) [3p], Port Coquitlam

Interior Health Authority (Braemore Lodge) [3], Kelowna

Interior Health Authority (Columbia View Lodge) [1], Trail

Interior Health Authority (Moberly Park Manor) [1], Revelstoke

Interior Health Authority (Nelson Jubilee Manor) [1], Nelson

Interior Health Authority (Pioneer Villa, Swan Valley Lodge) [1], Creston

Interior Health Authority (Ponderosa Lodge) [1], Kamloops

Interior Health Authority (Salmon Arm Pioneer Lodge) [1], Salmon Arm

Interior Health Authority (Sunnybank Centre) [1], Penticton

Interior Health Authority (Trinity Center) [1], Penticton

Jewish Home for the Aged of British Columbia (Louis Brier Home and Hospital) [1], Vancouver

Kamloops Society for Alcohol and Drug Services (Phoenix Centre) [4], Kamloops

Kinsmen Retirement Centre Association (Kinsmen Retirement Centre) [1], Delta

Langley Care Society (Langley Lodge) [1], Langley

Little Mountain Residential Care & Housing Society (Adanac Park Lodge) [1], Vancouver

Little Mountain Residential Care & Housing Society (Little Mountain Place) [1], Vancouver

MPA – Motivation, Power and Achievement Society [3], Vancouver

New Vista Society, The (New Vista Care Home) [1], Burnaby

Northern Health Authority (Bulkley Lodge), Smithers

Northern Health Authority (Peace River Haven) [1], Pouce Coupe

Oak Bay Kiwanis Health Care Society (Oak Bay Kiwanis Pavilion) [1], Victoria

Pioneer Community Living Association (Pioneer House) [3], New Westminster

Port Coquitlam Senior Citizens' Housing Society (Hawthorne Care Centre) [1], Port Coquitlam

Quesnel and District Child Development Centre Association (Quesnel and District Child Development Centre) [5], Quesnel  
Richmond Intermediate Care Society (Rosewood Manor) [1], Richmond

The Finnish Canadian Rest Home Association (Finnish Manor) [1], Vancouver

Victoria Rest Home Ltd.(Victoria Rest Home) [3p], Victoria

Waddell's Haven Guest Home Mission Ltd., (Waddell's Haven Guest Home) [3p], Mission

Westbank First Nation Development Co. Ltd. (Pine Acres Home) [1p], Kelowna

## **UNION OF PSYCHIATRIC NURSES (UPN)**

### **Continuing Care Component**

Fraser Health Authority (Fraser Valley Health Services Delivery Area – Abbotsford, Chilliwack and Mission Community Mental Health Services Offices) [8]

Fraser Health Authority (Simon Fraser Health Services Delivery Area – Burnaby Mental Health Services Adult In-Patient Unit; Burnaby Mental Health Services Adult Out-Patient Unit; Burnaby Loughheed, Burnaby North, Burnaby South, Fraser Valley, Maple Ridge, New Westminster, Tri-Cities, and West Coast Community Mental Health Services Offices; Health Services Community Living Program; and Fraser Valley Mental Health Support Team) [8]

Fraser Health Authority (South Fraser Health Services Delivery Area – Delta, Langley, Surrey Central, Surrey North, South Delta and White Rock/South Surrey Community Mental Health Services Offices; Boundary Health Unit – Surrey Office; Boundary Health Unit – Langley Office, Creekside Withdrawal Management Centre) [3]

Interior Health Authority (East Kootenay Health Services Delivery Area – Cranbrook, Invermere and Sparwood Community Mental Health Services Offices) [8]

Interior Health Authority (Kootenay Boundary Health Services Delivery Area – Grand Forks and Nelson Community Mental Health Services Offices) [3]

Interior Health Authority (Okanagan Health Services Delivery Area – David Lloyd-Jones Home)[1]

Interior Health Authority (Okanagan Health Services Delivery Area – Kelowna, Osoyoos, Penticton and Oliver Community Mental Health Services Offices) [3]

Interior Health Authority (Okanagan Health Services Delivery Area – Vernon, Salmon Arm and Revelstoke Community Mental Health Services Offices) [3]

Interior Health Authority (South Hills Centre for Psychiatric Rehabilitation) [3], Kamloops

Interior Health Authority (Thompson Cariboo Health Services Delivery Area – 100 Mile, Williams Lake Community Mental Health Services Offices) [8]

Interior Health Authority (Thompson Cariboo Health Services Delivery Area – Kamloops Community Mental Health Services Office)

Northern Health Authority (Northeast Health Services Delivery Area – Dawson Creek, Fort Nelson and Fort St. John Community Mental Health Services Offices) [3]

Northern Health Authority (Northern Interior Health Services Delivery Area – Northern Interior Community Health Services Regional Office, Prince George Community Mental Health Services Office, Vanderhoof Community Health Services Regional Office) [3]

Northern Health Authority (Northern Interior Health Services Delivery Area – Quesnel Mental Health) [3]

Northern Health Authority (Northwest Health Services Delivery Area – Kitimat, Prince Rupert, Terrace and Smithers Community Mental Health Services Offices) [3]

Northern Health Authority (Northwest Health Services Delivery Area – Terraceview Lodge) [1]

Pleasant View Housing Society 1980 (Pleasant View Care Home) [1], Mission

Vancouver Coastal Health Authority (North Shore Community Mental Health; North Shore/Coast Garibaldi Health Services Delivery Area – North Shore Community Health Services – Public Health, Continuing Care, Mental Health Services provided by the former North Shore Health Region; North Shore/Coast Garibaldi Health Services Delivery Area – North Shore Community Health Services – Public Health, Continuing Care, Mental Health Services provided by the former Coast Garibaldi Community Health Services Society; Richmond Mental Health Team and Richmond Mental Health Emergency Service; Vancouver Community Health Services – Public Health, Continuing Care, Mental Health; Vancouver Community Mental Health Services; Vancouver Detox)

Vancouver Island Health Authority (Central & North Vancouver Island Health Service Delivery Area – Duncan, Nanaimo, Parksville, Port Alberni and Ucluelet Community Mental Health Services Offices; North Island Health Services Delivery Area-Campbell River and Courtenay Community Mental Health Services Offices)

Vancouver Island Health Authority (South Island Health Service Delivery Area – Island Mental Health Support Team; Victoria Mental Health Centre; Urgent Short Term Assessment and Treatment (USTAT)/Group Psychotherapy (Victoria); Seven Oaks Mental Health Facility; Panama House; Styles Street Residential Facility; Adanac House; Wascana House; Garden House, Empress Apartment, Blackwood Apartment, Rockland Apartment, Rockland Transition Unit)

### **CHRISTIAN LABOUR ASSOCIATION OF CANADA, Local No. 501 (CLAC)**

#### **Continuing Care Component**

Buena Vista Lodge Ltd. (Buena Vista Lodge) [3p], White Rock

### **HOSPITAL EMPLOYEES' UNION (HEU)**

#### **Continuing Care Component**

St. Bernard House Ltd. (St. Bernard House) [3p], Vancouver

Jubilee Care/Canadian Mental Health Association – Williams Lake Branch (Jubilee Care House) [3], Williams Lake

### **Legend**

[p] Private Employer

[1] Long-Term Care

[2] Adult Day Care

[3] Mental Health

[4] Alcohol and Drug

[5] Child Development Centre

[6] Community Service Agency

[7] Home Support Agency

[8] Health Region or Community Health Service Society

[9] Other

**APPENDIX D**

**MEMORANDUM OF UNDERSTANDING**

**EARLY SAFE RETURN TO WORK**

The Union and the HEABC agree that ill or injured employees may benefit from involvement in Early Safe Return to Work Programs which may involve a number of initiatives such as a gradual increase in hours of work up to full shift hours, modified work, work place modification, a work hardening program, or, if necessary a change in work assignment.

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process. All employees engaged in a rehabilitation/treatment process shall be supernumerary.

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and the employee's immediate supervisor will meet to agree on a suitable program.

A written program for the employee will include:

1. An overview of the employee's program plan, including its expected outcome and end date. (Programs shall not exceed six months).
2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
3. A detailed outline of Employer and employee responsibilities under the program.
4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

Employees engaged in an Early Safe Return to Work Program shall be provided with a copy of the written program.

The Employer designate, in conjunction with the immediate supervisor, shall be responsible for making all necessary arrangements for the employee's return to the work place. The Union steward shall be allowed time away from her usual assigned duties to meet with Union members at the work site to familiarize them with the terms and conditions of their co-worker's return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for 14.4 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, group life and LTD which shall be paid in accordance with Article 46. It is further agreed that participation in the program will not delay LTD entitlement.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

Group 1: Employees suffering an occupational illness or injury who are in receipt of WCB payments.

- Receive full wages and benefits. (Article 42.07 Leave – Workers’ Compensation)

Group 2: Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim; who have accumulated sick time and/or who choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all hours not worked. All benefits continue uninterrupted.

Group 3: Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive UIC sick benefits for the balance, subject to their entitlement. Medical, dental, extended health, LTD, group life insurance and superannuation coverage are reinstated on commencement of the program and all other benefits are reinstated when working 14.4 hours or more per week as outlined in Article 11.03(B).

Group 4: Employees in receipt of LTD benefits.

- These employees are considered disabled and under treatment.
- These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at 2/3 of

basic month earnings at the date of disability. Benefits will be reinstated in the same manner as for Group 3, excepting LTD. Employees shall have their group life insurance premiums waived.

- The cap in Appendix B, Section 3(D) is waived for the duration of the employee's participation in an Early Safe Return to Work Program.

## **APPENDIX E**

### **MEMORANDUM OF UNDERSTANDING**

#### **SAFETY IN THE WORK PLACE**

The parties will form an industry Safety in the Work Place Committee to research, recommend and promote safety in the work place. The Committee will consist of three members from each party.

The Committee will deal with a wide range of issues including violence in the work place and employee assistance programs (EAP's). The Committee will meet within sixty (60) days of signing the collective agreement. The Committee will make its initial report of findings and recommendations to the parties within six months of formation. Further reports are due at subsequent six month intervals. The future directions of the Committee will be reassessed on a six month rolling cycle.

The parties will pay the salary costs of their respective members of the Committee and will share equally common costs such as the cost of meeting rooms.

With respect to EAPs the parties agree to conclude, before the expiry of the collective agreement, a comprehensive study of EAPs. This study shall include a review of the information gathered to date by the industry with a view of determining;

- (a) Which HEABC facilities presently have EAPs;
- (b) the nature and scope of programs in place in these facilities;
- (c) other EAP alternatives in the community, including multi-Employer programs and programs in remote locations.

The Committee's recommendations will include criteria for acceptable EAPs specifically including ways to ensure the confidentiality of all participants.

**APPENDIX F**

**MEMORANDUM OF UNDERSTANDING**

**OCCUPATIONAL HEALTH & SAFETY**

HEABC will encourage facilities to expand the OH&S knowledge and skill base of all OH&S committee members. Such measures may include in-services, courses offered by external agencies, video training and printed matter. Further, HEABC and the NBA will jointly seek additional funding to further OH&S committee members' education.

HEABC will encourage senior managers of member facilities to actively participate as members on their respective OH&S committees.

The NBA will continue to encourage its members to actively participate on OH&S committees in each facility.

**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING**

**ADDRESSING WORKPLACE VIOLENCE AND  
RESPECT IN THE HEALTH WORKPLACE**

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

**Violence Prevention Program**

Each Health Authority will establish a joint violence prevention program or review their existing program where one is in place that will include:

- (i) Creation of a regional violence prevention sub-committee to develop control measures and provide guidelines to local Joint Health and Safety Committees and to compile an annual regional report of violence prevention activities to the local JOSH Committees;

- (ii) Risk assessments coordinated by the local JOSH Committees and reported to the regional violence prevention subcommittee;
- (iii) Ongoing employee education and training.

#### Towards a Respectful Workplace

Health Authorities are committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients conduct themselves in a civil, respectful and cooperative manner.

Each Health Authority will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and users of the health care system regarding expectations and consequences of inappropriate behaviour and violence.

## **APPENDIX H**

### **MEMORANDUM OF UNDERSTANDING**

#### **ARTICLE 49 – SUPERANNUATION**

Should the Pension Corporation permit employees who fall within the scope of the Pension (Municipal) Plan, as a result of a merger or amalgamation, an option to decline being covered by the Pension (Municipal) Plan, then the parties agree that guidelines governing such an option, as set out by the Pension Corporation, would prevail.

## **APPENDIX I**

### **MEMORANDUM OF AGREEMENT**

#### **LAI D OFF EMPLOYEES AND EXTERNAL HEALTH AUTHORITY VACANCIES**

Health Authorities commit to provide laid off employees within the geographic region of the Health Authority, who have exhausted their Article 19 rights, with placement into external Health Authority vacancies or, if required, appropriate orientation and education for the scope of practice necessary for safe practice in the acute or community setting.

**APPENDIX J**

**MEMORANDUM OF UNDERSTANDING**

**CONTINUED COMMITMENT TO RESPONSIVE  
SHIFT SCHEDULING**

Health Authorities and the NBA recognize the importance and need for responsive shift scheduling that would provide flexibility to the individual nurse and, at the same time, meet the collective staffing requirements of a wide variety of work settings. The Health Authorities will continue with their commitment to the Responsive Shift Scheduling initiative and will further implement that commitment as follows:

- Each Health Authority and Providence Health Care will establish a two person Responsive Shift Scheduling Committee comprised of one Employer representative and one NBA representative. The costs of the NBA representative will be borne by the Health Authority;
- The primary responsibility of the Health Authority Responsive Shift Scheduling Committee will be to effect implementation of the Responsive Shift Scheduling Goals and Outcomes;
- The expertise and services of the Health Authority Responsive Shift Scheduling Committees will be available to affiliate employers on a voluntary basis and the parties will encourage affiliate employers to utilize these services;
- Within 60 days of ratification of a new Collective Agreement, each Health Authority and Providence Health Care Responsive Shift Scheduling Committee will meet to discuss:
  - Developing an authority-wide implementation plan including time frames for commencement, completion and continuing review. In developing these plans and establishing priorities, the committees will consider the opportunities presented by existing shift schedules undergoing revision;
  - Developing a communication plan;
  - Timelines (which may be affected by changes to the collective agreement or by other policy-based changes to shift scheduling);
  - Evaluation mechanisms;
  - Reporting mechanisms.

**APPENDIX K**  
**MEMORANDUM OF UNDERSTANDING**

**OUTSTANDING MEMORANDA OF UNDERSTANDING**

The Parties agree to meet immediately following the signing of the Collective Agreement to review and resolve all outstanding memoranda of understanding and/or attachments to the Master and Standard Collective Agreements existing prior to the Provincial Collective Agreement, and employee specific memoranda of understanding attached to other Collective Agreements that are subject to the Melding process, provided that they do not provide a superior benefit which has been discussed during the melding process.

Those memoranda which the Parties are unable to resolve, shall be referred to binding arbitration. The Parties agree that Vince Ready will act as sole arbitrator to resolve any and all memoranda remaining in dispute.

**APPENDIX L**  
**MEMORANDUM OF AGREEMENT**  
**LTD STABILIZATION GRANT - 2006-2010**  
**NURSES' BARGAINING ASSOCIATION**

**WHEREAS:**

- A. The Minister of Finance with respect to the 2006 Collective Bargaining formula in the public sector has made available one time incentive funding for collective agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).
- B. The BCNU administers a program which provides a supplemental monthly benefit (SMB) to a defined group of eligible employees who were disabled prior to April 1, 1998 or April 1, 1999 for eligible employees under a non-HBT sponsored LTD plan.
- C. It has been agreed that the amount of \$21,800,000 dollars (the "Payment") will be contributed to the program so that this defined group of eligible employees will, to the extent made possible by this payment, be treated in the same manner as post April 1, 1998 LTD claimants with respect to the LTD benefit calculation.

## **NOW THEREFORE, IT IS AGREED:**

1. The Payment will be made by the Government of B.C. to the NBA and delivered to the Healthcare Benefit Trust as administrator of the Plan.
2. The Payment will be made effective March 31, 2006.
3. The British Columbia Nurses' Union, as Administrator, will create a separate trust account to receive the Payment and will utilize the Payment for the purpose of treating the defined group of eligible employees in the same manner as post April 1, 1998 LTD claimants with respect to LTD calculation to the extent made possible by the payment.
4. If any employee in the defined group of eligible employees becomes ineligible to receive a continued SMB payment for any reason, the balance of the monies in the trust account will be applied for the benefit of the remaining eligible employees in the defined group.
5. If monies are remaining in the trust account after there is no one in the defined group who is eligible for continued SMB payments, then the remaining monies will be transferred to BCNU.
6. In entering into this Memorandum, the sole liability of the Government of B.C. is to make the Payment. In particular, the Government of B.C. will not assume liability for continued SMB payments which might not be funded by the Payment.
7. In entering into this Memorandum, it is understood that neither HEABC nor any health employer have any liability for the Payment, and that, in entering into this Memorandum, they do not assume any new liability of any kind under an LTD plan.
8. The parties agree to enter into such additional agreements as may be required to implement the terms of this Memorandum.

## **APPENDIX M**

### **MEMORANDUM OF UNDERSTANDING**

#### **STIIP PLANS – PAYOUT OF SICK LEAVE**

For employees previously covered by STIIP plans, the following provisions apply:

Employees working in the public service, the municipalities,

GVMHSS, and Terraceview who had their sick leave banks previously frozen due to the implementation of STIIP plans will be permitted to retain those banks on the following basis:

1. The credits accumulated in those banks as of the date the STIIP plan is discontinued will be paid out at 50%, rather than 40%, in accordance with the terms of the Provincial Agreement;
2. A new sick bank will be generated for each employee, which includes amounts calculated pursuant to this Award under point number 7, plus any future accumulations. The payout of this bank shall be at 40% in accordance with the terms of the Provincial Collective Agreement; and
3. Employees who are absent due to sickness shall be required to utilize sick leave credits from the bank outlined in point #1 above, prior to utilization of credits from the bank outlined in point #2 above.

## **APPENDIX N**

### **MEMORANDUM OF UNDERSTANDING**

#### **ARTICLE 54 – ISOLATION ALLOWANCE**

Employees transferring from the Provincial Government, and who at the time of transfer were in receipt of isolation pay pursuant to the Eighth Master Collective Agreement between the Provincial Government and BCNU/UPN, shall receive an isolation allowance in accordance with Article 54 of the Provincial Collective Agreement.

## **APPENDIX O**

### **MEMORANDUM OF AGREEMENT**

#### **STANDARDS FOR MEASURING NURSE WORKLOAD AND APPLICATION OF NURSE STAFFING PLANS IN BRITISH COLUMBIA**

##### **Context**

It is agreed that nursing is a fundamental element of British Columbia's health care system. Patient safety and positive patient outcomes are dependent upon having appropriate staffing plans which provide reasonable workloads for nurses.

It is also recognized that nursing workload is a significant issue that needs to be addressed. The literature suggests that continual excessive workload can lead to an overly stressful work environment and may result in poor decision making by care givers, high staff turnover, recruitment problems, increased use of medical disability programs and absenteeism, and the need to pay overtime in order to fill the subsequent vacancies.

Variables which need to be considered in developing appropriate staffing plans include:

- Patient/resident/client clinical acuity;
- Nature and complexity of care provided;
- Functionality of the capital facility;
- Location of facility or service;
- Workforce Resources (FT/PT/Casual and scheduling options, etc).

It is understood that it is a vital task of the parties to provide quality patient care and optimize nurses' working conditions in order to ensure a robust public health care system for the people of B.C.

### **Implementing Appropriate Workload Measurement Tools and Nurse Staffing Plan Processes**

The parties agree that workload measurement tools are a means to facilitate informed discussion and decision-making about safe workloads for nurses, rather than being an end in themselves. While workload measurement tools have undergone advances in recent years they are not yet fully developed outside of the acute care and residential care setting. Principles that should be met in determining appropriate workload measurement tools and nurse staffing plans should be:

- Evidence-based;
- Based on patient/resident/client needs, acuity and outcomes.

The Deputy Minister, Ministry of Health and the Health Authorities commit to cost share the implementation of a workload measurement system to facilitate workload measurement and staffing plan processes.

### **Provincial Nursing Workload Committee**

Upon ratification of the Nurses' PCA, a joint Provincial Nursing Workload Committee (PNWC) shall be formed. The PNWC shall consist of three senior representatives from the Nurses' Bargaining Association and three senior representatives from the

Health Authorities and will be chaired by the ADM – Clinical Innovation and Integration (Chief Nurse Executive). An NBA representative will be the vice-chair of the PNWC. The PNWC shall seek to develop consensus and provide advice to Leadership Council (LC) on which indicators within a workload measurement tool should be used within the healthcare system.

The PNWC may seek the advice of experts and or add other personnel in order to provide expertise and guidance. Such additions shall be by mutual agreement among the regular members of the PNWC. Specifically, the PNWC will recruit the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto, to assist with the development and/or selection of the indicators and the assessment phases.

The Ministry of Health will provide financial and resource support for the work of PNWC. The PNWC will report directly to LC.

The PNWC will convene within thirty (30) days of ratification of the Nurses' PCA and shall initially meet a minimum of once per month to seek to develop consensus on the workload measurement indicators and the selection of the initial areas where workload measurement tools and nurse staffing plan processes will be implemented. The PNWC will develop a timeline and target goals for its activities at its initial meetings.

### **Local Nursing Workload Committees (Regional Nursing Workload Committees)**

Each Health Authority will form a Local Nursing Workload Committee (LNWC). The LNWC will consist of Health Authority (including CNO) and NBA representation and be chaired by a senior executive of the Health Authority. The Health Authorities will provide financial and resource support for the work of the LNWC. The LNWC will report to the Health Authority management and the PNWC. The mandate of the LNWC will be to advise Health Authority management and the PNWC on the appropriate implementation and tracking of the workload measurement indicators and staffing plan processes.

### **Immediate Response to Areas of Concern**

The parties recognize that there are areas and/or units that have pressing workload concerns that need to be examined and addressed with necessary interventions in a timely manner. As a first step to inform its work and assist in resolving or ameliorating immediate workload concerns the PNWC will undertake a review

of all outstanding Professional Responsibility Reports related to workload to be completed within three (3) months of ratification. Based on this review the PNWC may make recommendations to LC. Additionally, the PNWC will inform the LNWC of the identity of key areas or units of concern and potential strategies that may be undertaken.

The LNWC will develop specific strategies and interventions to address workload in the key areas or units identified by the PNWC. In addition, the LNWC is not precluded from identifying areas or units of concern and developing strategies and/or interventions on its own. Such strategies may include the use of a Strategic Workload Analysis Team (SWAT) in each Health Authority. The SWATs will be composed of a Senior Health Authority management representative and an NBA representative and will have a Health Authority Executive sponsor. The SWATs may utilize other personnel as required. A framework regarding the composition, role and function of SWATs is attached to this MOA.

### **Employer Objectives for Reasonable Workload**

The following articulates the elements to be brought into consideration in assessing and responding to workload issues:

- The staffing level should be aligned with the mix of patients being served
- Appropriate relief should be allocated to account for vacancies due to vacation, union leave, leave of absence, etc
- There should be an appropriate surge capacity available to deal with changes in patient load and acuity over the course of time
- There should be accessible, empowered, skilled frontline leadership
- Other key resources which can assist in the management of workload and may need to be made available include:
  - (a) Equipment
  - (b) Clerical support
  - (c) Allied health providers
  - (d) Patient transport support
  - (e) Information and communication technology

### **Implementation of Workload Measurement Indicators and Staffing Plan Processes**

#### **1. Acute Care and Residential Care**

The implementation of workload measurement indicators

and staffing plan processes will begin within six months of the PNWC first meeting and will be done in three phases:

Phase 1: The first phase of implementation will be for a minimum of four (4) agreed-upon areas, sites or locations (two (2) in acute care and two (2) in residential care) to apply and refine the workload measurement indicators, staffing plan processes and tracking of patient outcomes.

Timeframe – Start up within 6 months.

The LNWC will provide ongoing advice to the Health Authority operational leadership and the PNWC on the implementation of workload measurement indicators and staffing plan processes in the selected areas/sites/locations.

Phase 2: The second phase will be the evaluation of Phase 1.

Such evaluation will include the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto.

Timeframe – To be determined by the PNWC.

Phase 3: The third phase will be the implementation of agreed-upon appropriate indicators, nurse staffing plans and tracking of patient outcomes on a province-wide basis.

Timeframe – To be determined by the PNWC.

## **2. Community and Mental Health**

Phase 1: The first phase will be the development/refinement of workload indicators, staffing plan processes and tracking of patient indicators.

Timeframe – One (1) year.

Phase 2: The second phase of implementation will be for a minimum of four (4) agreed-upon areas, sites or locations (two (2) in community and two (2) in mental health) to apply and refine the workload measurement indicators, staffing plan processes and tracking of patient outcomes.

The LNWC will provide ongoing advice to the Health Authority operational leadership and the PNWC on the implementation of workload measurement indicators and staffing plan processes in the selected areas/sites/locations.

Timeframe – Start-up within three (3) months of the completion of Phase 1.

Phase 3: The third phase will be the evaluation of Phase 2.

Such evaluation will include the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto who will be involved at the beginning of Phase 1.

Timeframe – To be determined by the PNWC.

### **Workload Resolution Process**

Any unresolved concerns regarding workload may be addressed through the Provincial Nursing Workload Committee.

This Memorandum of Agreement is in effect from April 1, 2006 to March 31, 2010.

### **ATTACHEMENT TO APPENDIX O: Strategic Workload Analysis Team (SWAT)**

- Established at Health Authority level.
- Composition: NBA representative, Health Authority management representative. Team will have a Senior Health Authority Executive sponsor.
- Team will be funded by the Health Authority.
- Team may access expertise and/or resources (staff, equipment, expertise in hiring, recruitment, scheduling, environmental knowledge, clinical, professional practice, facility knowledge, etc) as appropriate.
- Factors that may be identified for SWAT response include:
  - Persistent overcapacity;
  - Vacancy rates;
  - Inability to maintain baseline staffing;
  - Closures of service;
  - Overtime;
  - Sick time;
  - Professional responsibility forms;
  - Lack of access to vacation/leaves/breaks.
- May need to limit number of units reviewed in order to maximize team effectiveness.
- The Team will develop recommendations and strategies and assist in their implementation.
- Recommendations and strategies will be focused on solutions that will have an immediate impact in the short term and are designed to show indicators of success within 6 months.

- Recommendations and strategies will include a wide variety of designs including Responsive Shift Scheduling, non-nursing duties, Innovation fund, etc.
- The Team will follow-up with an informal evaluation: Plan, Do, Study, Act – what worked, what didn't.
- The Team will communicate with the Local Nursing Workload Committee (LNWC) and share solutions with other Health Authority SWAT Teams.

## APPENDIX P

### MEMORANDUM OF UNDERSTANDING

#### ARTICLE 25, 27, 28 & RELATED ARTICLES – COMMUNITY-BASED SERVICES SECTION, FLEXIBLE WORK SCHEDULES, OVERTIME, SHIFT PREMIUMS

The Parties agree that the principles contained in the *Government of the Province of British Columbia (Northern Interior Health Unit)* and BC Nurses' Union (July 19, 1996; Donald Munroe, Q.C.) Arbitration Award will govern the Parties' interpretation and application of the above-noted provisions, with respect to the matter of when overtime and shift premiums are payable to employees working a flexible work schedule.

## APPENDIX Q

### MEMORANDUM OF UNDERSTANDING

#### MANAGING STAFFING CHALLENGES IN THE HEALTH CARE SYSTEM

#### **Preamble:**

The parties recognize that as a result of the nursing shortage there are staffing challenges throughout the BC health care system.

The parties recognize that solving these staffing challenges will take a variety of interventions over a period of time.

In certain areas there have been longstanding and consistent vacancy rates together with excessive use of overtime.

#### **Therefore:**

For the duration of this MOU the focus will be on the areas that

have been identified by the Health Authorities as having the most acute combination of vacancies and overtime use, which are OR/PAR, ER, ICU/CCU.

Effective the start of the first pay period following sixty (60) days after ratification of the collective agreement, the parties agree to the following:

1. Regular employees who are employed in:
  - (i) Operating Room and Post Anaesthetic Room (OR / PAR) with permanently assigned staff;
  - (ii) Emergency Departments (ER) with permanently assigned staff;
  - (iii) Intensive Care/Critical Care Units (ICU/CCU) with permanently assigned staff;will receive an additional fifty (50) dollars per month.
2. Regular Part-time employees are entitled to such payment on a proportionate basis.
3. It is agreed that the parties will evaluate the effectiveness of this strategy in reducing the vacancy rate and use of overtime in the areas identified in Point 1 above. These evaluations will occur, at a minimum, by March 31, 2008 and no later than three (3) months before March 31, 2010.
4. This Memorandum of Understanding is in effect from April 1, 2006 to March 31, 2010 and requires specific renewal to continue beyond the term of the current Collective Agreement. Despite the foregoing, the funding that was available for this initiative will continue. The parties will meet no later than three (3) months before March 31, 2010 with the objective of reaching mutual agreement on the application of the ongoing funding.

## **APPENDIX R**

### **MEMORANDUM OF UNDERSTANDING**

#### **INCENTIVE PAYMENT FOR PRE AND POST-RETIREES**

1. The Employer will provide an annual incentive payment (the "Incentive Payment") to:
  - (i) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or

the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and

- (ii) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.

(collectively the “Eligible Employees”)

2. The Incentive Payment will be:

- (i) An amount equal to what the Employer would have contributed to the MPP or the PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.
- (ii) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in 1(i) or 1(ii) above.
- (iii) Paid at the Eligible Employee’s option either:
  - (a) directly to the Eligible Employee’s Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or
  - (b) directly to the Eligible Employee.

## APPENDIX S

### MEMORANDUM OF UNDERSTANDING

#### HEALTH CARE OCCUPATIONAL HEALTH AND SAFETY AGENCY

The parties agree that since its inception, the Occupational Health and Safety Agency has contributed in part to the reduction of injury rates in the Health Care Sector, and subsequent savings in WCB premiums paid by the sector;

The parties agree that the Occupational Health and Safety Agency is the primary forum to discuss Health Care Sector OH&S issues and solutions, e.g., health and safety practices, safe workloads, promotion of safe work practices, early return to work, safe work environments, healthy workforces;

The parties further agree that the joint bipartite governance model of the Occupational Health and Safety Agency has been successful;

The parties agree to work cooperatively so that the Occupational Health and Safety Agency for Healthcare is able to continue its work and mandate.

## APPENDIX T

### MEMORANDUM OF UNDERSTANDING

#### WORKERS' COMPENSATION BOARD LEAVE

Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums (in accordance with the three arbitration awards listed below) shall be taken into account when calculating "regular net take-home wages":

Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996; Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997; Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

## APPENDIX U

### MEMORANDUM OF UNDERSTANDING

#### EXTENDED HEALTH CARE AND DENTAL BENEFITS

**Re: Article 46.02 (Extended Health Care Coverage) and Article 46.03 (Dental Coverage)**

Notwithstanding the reference to the Pacific Blue Cross Plan in Article 46.02 (Extended Health Care Coverage) and Article 46.03 (Dental Coverage), the Parties agree, that where an Employer in Group A, Group B, or Group C of Article 46 of the 1996 to 1998 PCA currently provides these benefits under another plan, it is understood that such plans are mutually agreed providing the overall level of benefits meets or exceeds the level of benefits under the Pacific Blue Cross Plan.

**APPENDIX V**

**MEMORANDUM OF UNDERSTANDING**

**CLIENT SPECIFIC NURSES FROM**  
**HOME SUPPORT AGENCIES**

1. The assignment of nurses to clients will continue in accordance with current practices for all types of assignments. These assignments include the assignment of clients to regular employees and casual employees, and upon regular employees losing hours, the reallocation of employees to other clients, and the assignment of replacement hours.
2. An employee who works in client specific assignment(s) for a minimum of 14.4 hours per week, up to 36 hours per week, on an ongoing basis, who has worked these hours in excess of 4 months, and who is expected to continue to work these hours for an ongoing period, will be entitled to regular status.
3. It is understood that employees who choose to become regular will no longer be able to restrict their availability for hours. Employers have the right to determine the total hours of work per week to which employees are assigned.
4. Employees who meet the requirements outlined in #3 above, will have a choice to retain casual status or apply for regular status. The Employer may then reorganize the work in an effort to determine whether a regular position can be sustained for that employee.
5. Employees would retain regular status for as long as they continue to work within this range of hours, that is 14.4 to 36 hours per week.
6. The Employer will make every effort to find replacement assignments for these employees if they lose hours within this range. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service.
7. Should they fall below this range of hours on an ongoing basis, displacement will be deemed to have occurred. Employees will have the option to revert to casual status or exercise their displacement options.
8. If employees choose displacement, the Employer will make every effort to find replacement assignments for these employees. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service. This will be the full extent of the Employer's obligations.

9. The hours of assignments, and the assignments themselves, are subject to fluctuation, on short notice. Where it is possible to reschedule these hours, they will be. Where the Employer is reimbursed for the lost hours, the employee will be paid accordingly.
10. The following provisions of the Provincial Collective Agreement apply to regular employees pursuant to this Memorandum:
  - Articles 1 to 10
  - Articles 12 and 13
  - Articles 15 and 16
  - Article 18.05, as amended \*
  - Articles 20 to 24
  - Article 25.01
  - Article 25.02 – in addition, it is understood that work schedules are based on client needs and preferences.
  - Article 25.06
  - Article 25.07
  - Article 25.08(B)
  - Article 25.09
  - Article 25.10
  - Article 26
  - Article 27.01 to 27.04
  - Articles 28 to 62
  - Section 2 (or articles relocated to Section 1)

This Framework for Settlement will be implemented within 60 days following ratification.

This Framework for Settlement is subject to funding from the applicable Ministries of the Provincial Government.

\* 18.05 is amended to read as follows:

The Parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the Program. Orientation shall include:

- (A) organizational structure;
- (B) relevant policies and procedures;
- (C) duties of the position.

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

*Note: General practice on how employees are presented to clients for selection:*

*Upon new clients coming onto service, the Employer contacts qualified employees by phone to determine whether they are willing to be presented to a client for an interview. Should the Employer have some notice of the client coming onto service (i.e. two to three weeks), qualified employees, whose availability is consistent with the client's schedule of care, and who are in an appropriate geographic location, will be presented to the client, by seniority, subject to the priority "presentment" below. If the client requires service immediately, the Employer will be more focused on contacting qualified employees that it knows are readily available.*

*Priority "presentment" is offered to those employees who have been displaced, who have lost hours, who return from long-term leaves of absence, or who desire more hours or different hours of work, in that order. External candidates are given last priority. The assignment(s) may then be filled within the total discretion of the client.*

## **APPENDIX W**

### **MEMORANDUM OF UNDERSTANDING STANDARDIZATION TO THE PROVINCIAL COLLECTIVE AGREEMENT**

1. Except as set out below, all nurses in the Nurses bargaining unit covered by certifications in place as of January 1, 1999 will receive full and complete application of all the provisions of the Provincial Collective Agreement effective from April 1, 1999.
2. Except as specified otherwise in the Protocol Agreement for new certifications as agreed January 18, 2000 with respect to bargaining units certified after October 1, 2000, the nurses affected will receive full and complete application of all the provisions of the Provincial Collective Agreement effective from six (6) months after the date of each certification. Any bargaining units certified after October 1, 2003 will only be covered by this provision with the mutual agreement of HEABC and the NBA.
3. Nurses who are not covered by an existing reclassification process (for example, Memoranda of Understanding 17 and 18) will be paid at the level one rate at the time that they are

standardized to the Provincial Collective Agreement. These nurses will then be eligible for reclassifications after April 1, 2000 under Articles 21 and 22 of the Provincial Collective Agreement. However, during the term of the 1998-2001 collective agreement, the costs of such reclassifications will be limited to \$500,000.

4. During the term of the 2001-2004 collective agreement, the costs of reclassification for new certifications will be limited to \$1,000,000.
5. There shall be no superior benefits maintained by any nurse who is standardized to the Provincial Collective Agreement on or after April 1, 1999 by virtue of the application of the foregoing provisions.

## **APPENDIX X**

### **MEMORANDUM OF UNDERSTANDING**

#### **ALTERING WORK LOCATIONS**

The parties recognize that regionalization of health services provides opportunities to effect efficiencies and to enhance the delivery of health care. Part of this process is the effective use of the region's human resources, including the ability to have multi-site positions.

The parties also recognize that voluntary solutions are the preferred method of creating multi-site positions.

Therefore, the parties agree to establish a joint Union/Management Committee with six representatives designated by HEABC and six representatives designated by the Nurses' Bargaining Association for the purpose of creating a template which regions may use to guide their establishment of multi-site positions. The issues identified by the Nurses' Bargaining Association in their October 27, 1998 document will form part of the discussion.

The committee will meet no less than six times and will make recommendations on a template to both HEABC and Nurses' Bargaining Association no later than May 30, 1999.

## APPENDIX Y

# MEMORANDUM OF UNDERSTANDING

## JURISDICTIONAL AGREEMENT

The parties agree to adhere to the Jurisdictional Agreement for the Nurses Bargaining Association as written by John Baigent on August 4, 1998.

## JURISDICTIONAL AGREEMENT

### FOR NURSES' BARGAINING ASSOCIATION

The signatories to this agreement recognize that jurisdictional disputes divide workers and inhibit Union from cooperating to achieve improved working and social conditions for their members.

We have determined that the best way to reduce/eliminate the disruptive effect of these disputes, is to have clear jurisdictional guidelines which are agreed by all the Unions in the Association.

The Unions who form the Nurses' Bargaining Association agree to the following jurisdictional principles to guide themselves and any third party in the settlement of questions about which Union an employee covered by the Provincial Collective Agreement, belong to:

- (1) Nurses who change jobs/credentials at their current worksite, do not change their Union membership.
- (2) Newly hired RNs and RPNs (single registered) join the Union which represents the predominant number of nurses with their credentials at the worksite. Newly hired dual registered nurses will choose their Union at the time of hire and will remain in that Union unless they change worksite. In all cases (RN, RPN, dual registered) if there is only one association member Union representing nurses at that worksite, they join that Union.

Notwithstanding the above paragraph, in those workplaces where UPN and BCNU have in the past shared a joint certification, RNs will become BCNU members, RPNs will become UPN members, and dual registered nurses will have their choice of either BCNU or UPN as their Union. See above.

- (3) The Union who organizes a first certification, negotiates that certification into the Nurses' Provincial Collective Agreement.

As ordered by John Baigent, Umpire, August 4, 1998.

## APPENDIX Z

# MEMORANDUM OF UNDERSTANDING

## FTE SHOP STEWARD POSITIONS

In the interest of developing quality labour-management relationships the parties have agreed to the continuation, increase or creation of elected full-time equivalent shop steward position(s) at the following locations:

Vancouver General Hospital	2.0
UBC Hospital	1.0
Lions Gate Hospital	1.0
Richmond Hospital	1.0
Children and Women's	1.0
St. Paul's	1.0
Mt. St. Joseph's	1.0
Royal Columbian Hospital	1.0
Surrey Memorial	1.0
Royal Jubilee	1.0
Victoria General Hospital	1.0
Nanaimo Regional Hospital	1.0
Kelowna General Hospital	1.0
Royal Inland Hospital	1.0
Prince George Regional Hospital	<u>1.0</u>
Total	16.0

The parties agree that the sixteen (16) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the sixteen (16) FTE allocation.

The positions are intended to:

- improve communications between the parties and Employers;
- foster understanding between the parties;
- reduce workplace differences short of arbitration;
- be available when needed to assist on workplace issues.

These positions will be evaluated on a yearly basis by a representative of the Union and the Employer through the examination of factors including a decrease in the number of grievances filed and improved resolution of workplace differences short of grievance or arbitration.

In the event that either the Health Authority or the Nurses' Bargaining Association (NBA) have concerns regarding the effectiveness of the working relationship in a particular setting, the

Vice President of Human Resources and the senior NBA representative will meet to discuss the most appropriate means of addressing the issues.

## **APPENDIX AA**

### **LETTER OF UNDERSTANDING**

#### **NEW GRAUATES: MENTORSHIP PROGRAM**

Employers and employees may, at the local level, agree to implement a Mentorship Program for newly graduated Registered Nurses and Registered Psychiatric Nurses. The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".

The program will include newly graduated RNs and RPNs.

The new graduates will be hired as casual employees and will be given temporary full-time/part-time assignments for up to the fifteen (15) weeks of the Mentorship Program. Article 17.03 shall not apply to such assignments.

Educational sessions, for both mentor and new graduate, will be held at the beginning and end of the agreed upon time period.

Each new graduate will have extra "orientation" of four full shifts with a buddy, except where a new graduate's preceptorship has been on the same unit.

## **APPENDIX BB**

### **LETTER OF UNDERSTANDING**

#### **TRANSITION TO THE MUNICIPAL PENSION PLAN**

Considering that the parties have agreed to bring all eligible employees into the Municipal Pension Plan effective January 1, 2004, this will confirm our intentions to discuss and mutually agree upon a process for employees to transfer to the Plan from other retirement schemes. This will also confirm that in determining eligibility, service with the Employer prior to January 1, 2004 will be recognized.

It is also agreed that the parties will meet within six months of the date of ratification to discuss the development of a transition process. In the event the Parties are unable to agree upon a pro-

cess after thirty days either party may refer the outstanding issues to Mr. Stephen Kelleher for final and binding resolution.

Proprietary Employers who are certified after the date of ratification of the 2001-2004 Nurses' PCA may choose to join the Municipal Pension Plan six months after their date of certification rather than establish a Retirement Plan under Appendix L. Proprietary Employers who are certified prior to the date of ratification of the 2001-2004 Nurses' PCA are not precluded from voluntarily enrolling in the Municipal Pension Plan prior to January 1, 2004.

## **APPENDIX CC**

### **MEMORANDUM OF UNDERSTANDING**

#### **PENSION FOR RETIREES**

Effective April 1, 2008, provided that the Municipal Pension Plan rules can be changed which the Employer agrees to support, the Union agrees to convert the 2008 one (1) percent market adjustment to provide funding for inflation protection and benefits for retirees who were members of the Nurses' Bargaining Association (NBA) constituent unions.

## **APPENDIX DD**

### **MEMORANDUM OF AGREEMENT**

#### **RECOGNITION OF SENIORITY**

The Health Authorities will recognize seniority that was attained at the previous employer for successful applicants for regular positions where the previous employer was unionized with one of the constituent unions with the Nurses' Bargaining Association.

## **APPENDIX EE**

### **MEMORANDUM OF AGREEMENT**

#### **ONE-TIME PAYMENT – 2006-2010 NURSES' SUBSECTOR COLLECTIVE AGREEMENT**

1. Consistent with the policy statements of the Minister of Finance with respect to the 2006 collective bargaining framework in the public sector, the parties acknowledge that there

is one-time funding available for Collective Agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).

2. The parties acknowledge that to share in the one-time funding, the renewal Collective Agreement must be fully ratified by both parties no later than March 31, 2006.
3. The one-time payment is to be made from a fund of sixty-nine million one hundred ninety-four thousand four hundred and sixty-one dollars (\$69,194,461) which is based on a payment of three thousand one hundred dollars and fifty dollars (\$3,150) times 21,966.50 Full-Time Equivalents. The one-time amount will be distributed in accordance with the following process:
  - (a) For all employees (regular and casual) employed by a health sector Employer covered by the Nurses' Subsector Collective Agreement as of March 31, 2006, the three thousand one hundred and fifty dollars (\$3,150) lump-sum amount is to be pro-rated based on straight-time hours paid as a proportion of eight-teen hundred and seventy-nine and two tenths (1,879.2) hours between the first pay period prior to April 1, 2005 and the first pay period prior to March 31, 2006; however, the total combined lump-sum amount can not exceed three thousand one hundred and fifty dollars (\$3,150) to any employee in the Health Sector in any circumstance.
  - (b) The one-time payment is subject to normal statutory deductions and Union dues.
  - (c) Regular employees on a leave of absence under Article 38 (Parental Leave), under Article 42.07 (Leave – Workers' Compensation), or under the Long Term Disability Insurance Plan (with the exception of SMB recipients under the 2004-2006 PCA), will receive the one-time payment based on their posted full-time equivalent as of the last day worked prior to the leave of absence.
4. The Employers will make a reasonable effort to pay the one-time payment to all regular employees within the first six (6) pay periods after March 31, 2006.

In addition to the one-time payment available in 2006, the parties acknowledge that there is a one-time fiscal dividend available for Collective Agreements with a four (4) year term that extend through the 2009/2010 fiscal year. The dividend available to employees in the Nurses' Subsector is a proportionate share of up to

three hundred million dollars (\$300,000,000) based on the excess over a projected surplus of one hundred and fifty million dollars (\$150,000,000) for 2009/2010. The fiscal dividend will be as set out in the attached Letter of Agreement.

**APPENDIX FF**  
**MEMORANDUM OF AGREEMENT**  
**FISCAL DIVIDEND**

The parties agree as follows:

Having agreed the term of the Nurses' Subsector Collective Agreement is to be from April 1, 2006 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies in excess of \$150 million, surplus to the B.C. Provincial Government, as defined in the Province's audited financial statements, for the fiscal year 2009-2010.

1.0 Fiscal Dividend.

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- (i) The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-2010, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- (ii) Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- (iii) The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus (i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available).

- (iv) Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the Employer's active payroll on March 31, 2010.
- 1.4 The payment will be made to regular and casual employees on the Employer's payroll as of March 31, 2010 pro-rated based on straight-time hours paid as a proportion of eighteen hundred and seventy-nine and two tenths (1,879.2) hours between the first pay period prior to April 1, 2009 and the first pay period prior to March 31, 2010.
- Regular employees on a leave of absence under Article 38 (Parental Leave), under Article 42.07 (Leave – Workers' Compensation), or under the Long Term Disability Insurance Plan (with the exception of SMB recipients under the 2004-2006 PCA), will receive the payment based on their full-time equivalent as of the last day worked prior to the leave of absence.
- 1.5 To facilitate the implementation of this Letter of Agreement, the parties will meet no later than six (6) months after the publication of the audited public accounts for fiscal 2009-2010 to review the formula for the dividend payment and the resulting payments to be made.

**APPENDIX GG**  
**AGREEMENT BETWEEN THE PARTIES**  
**NURSES' BARGAINING ASSOCIATION (NBA)**  
**EDUCATION ALLOWANCE FUND**

The parties agree that once the Minister of Finance has authorized the expenditure, the sum of one million four hundred and forty-four thousand eight hundred and seventy-two dollars (\$1,444,872.00) will be allocated from the one-time funding to the NBA Education Allowance Fund to be administered by the NBA.

## SUBJECT INDEX

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