



FOURTEENTH NURSES MASTER AND COMPONENT AGREEMENTS

Between

**HER MAJESTY IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**

and

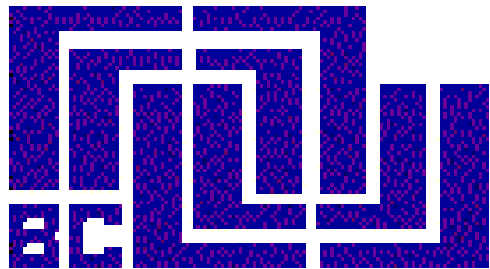
**THE UNION OF PSYCHIATRIC NURSES
AND
THE BRITISH COLUMBIA NURSES' UNION**

**January 1, 2011 – March 31, 2012
Signed – January 26, 2011**

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Note: Changes to the Thirteenth Master Agreement are indicated in the Fourteenth Master Agreement with **bold type** (except for **Headings**) and an asterisk (*); or an asterisk (*) only where language has been deleted.

ARTICLE 1 - PREAMBLE AND DEFINITIONS

1.01 Preamble

(a) The principals to this Agreement recognize the right of an individual to uninterrupted, skillful, and efficient care. It is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of our hospitals, clinics, and other institutions or facilities. Also, in consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions on all matters pertaining to working conditions, hours of work, and salaries, the Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out. The Union and the Employer agree that the two parties will be bound by the *Human Rights Code* of British Columbia.

(b) Wherever the masculine or singular is used, the same shall be construed as meaning the feminine or plural unless otherwise specifically stated.

*1.02 Definitions

"Aboriginal Community Government" means an Indian Band Council duly constituted under the federal Indian Act or an aboriginal, or Métis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self government arrangements.

"bargaining unit" as referred to hereafter in this Agreement shall be understood to be the unit for collective bargaining described in Section 4(a) of the *Public Service Labour Relations Act* and includes all employees licensed or registered under the *Health Professions Act* and/or the *Nurses (Registered) Act*, including those employees eligible for license or registration who are employed in that professional capacity in the ministries, boards and agencies of the Government of British Columbia.

"basic pay" means the same pay as an employee would receive if they were on vacation, e.g., they would receive their salary as set forth in the Appendix 6 plus any applicable educational bonus and/or isolation allowance.

"Component" means an occupational bargaining unit as specified in Appendix 1 and means a Subsidiary Collective Agreement as that term is used in the *Public Service Labour Relations Act*.

"continuous employment and continuous service" means uninterrupted employment in the Public Service of British Columbia subject to the provisions of Article 11.

"demotion" means a change from an employee's position to one with a lower maximum salary.

"Deputy Minister" means a Deputy of a Minister or the Head of a Ministry as defined in this Agreement.

"employee" means a member of the bargaining unit and includes:

(a) "regular employee" - means an employee who is employed for work which is of a continuous full-time or part-time nature.

(b) "casual auxiliary employee" means an employee who is employed for work which is not of a continuous nature, such as:

(1) seasonal positions;

(2) positions created to carry out special projects or work which is not continuous;

(3) temporary positions created to cover employees on vacation, short term illness and injury leave, education leave, compassionate leave, or other leave;

(4) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

(c) "on-call auxiliary employee" means an employee who is employed at irregular intervals and specifically to meet operational requirements during depleted staff situations.

"employee" does not include:

(a) persons excluded by Section 1 of the *Public Service Labour Relations Act*;

(b) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement and recorded in Appendix 2.

"Employer" means the Government of British Columbia represented by the BC Public Service Agency (BCPSA) including any agency or person authorized to exercise the authority of the BCPSA.

"Interim Permit Nurse" means a nurse who is a graduate of an approved nursing program but is not registered with the College of Registered Psychiatric Nurses of British Columbia or the Registered Nurses Association of British Columbia.

"headquarters or geographic location" is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties. When employees are relocated, this definition may be redefined where exceptional circumstances such as unusual road conditions exist.

"holiday" means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

"layoff" means the termination of an employee's employment because of lack of work or because of a discontinuation of a function or program.

"leave of absence without pay" means to be absent from duty with permission but without pay.

"Ministry" means a part of the Government of British Columbia specified in Appendix 5.

"pay" means rate of compensation for the job.

"professional association" as referred to hereafter in this Agreement shall be understood to be the College of Registered Psychiatric Nurses of British Columbia and/or the Registered Nurses Association of British Columbia.

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

"resignation" means a voluntary written notice that an employee is terminating their services on the day specified therein.

"rest day" (scheduled day off) in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on leave of absence.

"relocation" refers to the movement of an employee from one geographic location to another.

"shift" means the normal consecutive working hours scheduled for each nurse (regular full-time, regular part-time, or auxiliary) which occur in any 24-hour period. In each 24-hour period there will normally be three shifts, namely, day, afternoon, and night shifts.

(a) "Day shift" means a shift in which the major portion occurs between 0700 and 1500 hours;

(b) "Afternoon shift" means a shift in which the major portion occurs between 1500 and 2300 hours;

(c) "Night shift" means a shift in which the major portion occurs between 2300 and 0700 hours.

"shift employee" is one who regularly operates within a pattern of various work periods with designated and regular specific change-over (duty-relief) times, and/or an employee who works a shift other than the day shift.

"spouse" shall include common-law (both same sex and opposite sex), husband or wife.

"Steward" shall mean an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

"transfer" (lateral) refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

"travel status" with respect to an employee means absence of the employee from their headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to an employee temporarily assigned outside their headquarters or geographic location and who is in receipt of board and lodging allowance.

"Union" as referred to hereafter in this Agreement shall be understood to mean the Union of Psychiatric Nurses and the British Columbia Nurses' Union holding joint certification for this bargaining unit.

"Union representative" shall mean a member of the staff of the Union or an employee approved for absence under Clause 20.03 who is designated, due to the absence of the Union representative, to substitute and perform the duties normally performed by a member of the staff of the Union.

"work day" is a period of 24 consecutive hours commencing with the starting time of an employee's shift.

"workplace" means the mutually agreed vicinity and/or facility in which the employee's duties are generally performed.

"work schedule" means the roster of work hours and days to meet the annual hours of work.

1.03 Misuse of Managerial/Supervisory Authority

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Procedures

(a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the Deputy Minister or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in (a) above.

These particulars will form the basis of the Deputy Minister's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The Deputy Minister shall provide the respondent with a copy of the complaint.

(c) The Deputy Minister or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the Deputy Minister.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within 30 days of receiving the Deputy Minister's response or when the response was due. The Panel will be comprised of one member each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the Parties. By mutual agreement, the Parties may appoint two members each to the Panel.

The referral to the panel will include the written statement presented at step (b) above and the Deputy Minister's response.

(e) The panel will review the written statement and the Deputy Minister's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.

Where the Panel determines there is sufficient reason to conduct a hearing, the Panel shall hear and determine any dispute between the Parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

- (1) make findings of fact;
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

(f) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(g) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

(h) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

1.04 Human Rights Code

The Government of British Columbia, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the B.C. *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offense unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under Section 8 of the B.C. *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 1.06. In either event a complaint of discrimination, if

included as an element of a grievance, shall not be pursued through the process identified in Clause 1.06.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.05 Sexual Harassment

The Government of British Columbia, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under Section 8 of the *B.C. Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 1.06. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.06.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.06 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.04 or 1.05 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by

the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Deputy Minister or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title and Ministry of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) The Deputy Minister or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the Deputy Minister or such later date as may be mutually agreed by the Ministry and the Union.

(f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with BC Public Service Agency Policy Directive 3.1: Human Rights in the Workplace - Discrimination and Sexual Harassment, which is attached as Information Appendix J.

(g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(i) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(j) The complainant will not be relocated without their agreement.

ARTICLE 2 - RECOGNITION AND RIGHTS

2.01 Bargaining Agent

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

2.02 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the Nurses' bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

The parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the type of hospital, facility, or unit and to the degree to which employees, at varying levels, are involved either in the formation of Government policy or in the process of Employer-employee relations.

The guideline to be considered in negotiating exclusions shall be:

- (1) position incumbents employed for the primary purpose of exercising senior management functions;
- (2) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit as specified in Section 4(b) or 4(c) of the *Public Service Labour Relations Act*.

2.03 Scope of Agreement

This Agreement applies to all employees in the bargaining unit as defined in this Agreement but does not apply to the incumbents of those positions listed in Appendix 2 of this Agreement. It is understood that any revision to Appendix 2 will be subject to negotiations between the Employer and the Union.

2.04 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.05 Individual Contracts

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

2.06 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

2.07 Notice Boards

The Employer will provide adequate space on bulletin boards located in each unit the sites to be determined by mutual agreement, for the posting of such notices as the Union may from time to time wish to post.

2.08 Accessibility

Union representatives and elected representatives of the Union shall have access to the Government's hospitals, clinics and other facilities by first notifying the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Ministry or section concerned.

The Union will provide the Employer with names of Union representatives and elected representatives for dealing with Employer representatives. The Employer will provide the Union with names and positions of their designated representatives for dealing with the Union.

2.09 Precedence of Agreement

In the event that there is a conflict between the content of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation. Written rules and regulations governing the conduct of employees covered by this Agreement shall be sent to the Union.

2.10 Accessibility of Employer's Regulations

All employees covered by this Agreement shall be given access, upon request, to any regulations or circulars which pertain to or affect this Agreement.

2.11 Strikes and Picket Lines

(a) It is mutually agreed that there shall be no strike or lockout, whether sympathetic or otherwise, during the term that this Agreement shall be in force, except as provided in the *Public Service Labour Relations Act* in respect of a dispute arising in the bargaining of a subsidiary collective agreement.

(b) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code. Failure to cross a picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

(c) Any employee refusing to cross a picket line shall be considered to be absent without pay unless such refusal does not unduly interfere with the proper

discharge of their duties, in which case the employee shall not suffer loss of pay.

(d) The Employer agrees not to instruct employees to perform tasks other than they would expect to perform in the normal course of their duties.

(e) In the event of a strike, proposed strike or apprehended action by a Union other than the signatory to this Agreement, the Employer and the Union agree to meet in order to determine the essential and emergent services which will be continued by the employees.

2.12 Rights of Witnesses

With respect to disciplinary matters, the Union and the Employer have the right to question witnesses and potential witnesses, and agree to the following:

(a) No employee shall be coerced by either party in respect to any investigation in which they may be a witness or potential witness.

(b) An employee has the right to be accompanied by a representative of the Union when being questioned by the Employer providing that this does not result in an undue delay of action being taken.

(c) Every effort shall be made to provide suitable temporary office accommodation, where required, when interviews take place.

(d) The Employer and the Union are obligated to provide each other, when asked, with the names of those who they may consider, or know, to have witnessed the event or events, which give rise to a particular grievance.

2.13 Ambiguity with Master Agreement

In the event that there is an ambiguity between a component agreement and the Master Agreement, the Master Agreement shall prevail.

2.14 Amendments

The Deputy Minister of the BC Public Service Agency shall advise the Union of any proposal to amend, repeal, or revise the *Public Service Act*, the *Public Service Labour Relations Act*, or the *Pension (Public Service) Act* which would affect the

terms and conditions of employment of employees covered by this Agreement. The Union shall be given notice in writing immediately after the introduction of the above proposals for first reading, of the nature of the proposals so that representation may be made by the Union.

2.15 Invalid Articles

In the event that legislation or a court of competent jurisdiction renders null and void or materially alters any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provisions so rendered null and void or materially altered.

ARTICLE 3 - UNION AND PROFESSIONAL SECURITY

3.01 Membership

- (a) All employees in the bargaining unit who on April 16, 1974, were members of the Union or thereafter became members of the Union shall as a condition of employment maintain such membership.
- (b) All employees hired after April 16, 1974, shall as a condition of continued employment become and remain members of the Union.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to April 16, 1974, to become a member of the Union.

3.02 Membership in Professional Bodies

As a condition of continued employment, it is the responsibility of the employee to obtain and maintain membership in those licensing bodies or associations as are necessary to maintain professional standing as a Nurse. Regular full-time employees who have completed their initial probationary period will be entitled to reimbursement of their annual licensing fee to a maximum of \$200, prorated for regular part-time employees upon application and presentation of a receipt.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) At the time of initial employment, and upon each transfer to a new facility identified in Appendix 1 the Employer shall determine or confirm the

registration status of every new and transferred employee. Such employees shall be identified as having:

- (1) Practicing registration as a registered nurse in British Columbia;
 - (2) Practicing registration as a registered psychiatric nurse in British Columbia;
 - (3) Practicing registration as both a registered nurse and a registered psychiatric nurse in British Columbia.
- (b) New employees shall sign an authorization of dues deductions form, described in Memorandum of Understanding #5 which shall indicate the Union to which the said dues shall be remitted. A copy of such authorization will be forwarded to the Union.
- (c) The Employer agrees to deduct from the wages of each employee in the bargaining unit, whether or not such employees are members of the Union, the amount of the regular membership dues payable to the Union by a member of the Union.
- (d) The Employer shall deduct from each employee who is a member of the Union any assessments levied in accordance with the By-Laws of the Union and owing by the employee to the Union.
- (e) Dues shall be remitted as follows:
- (1) Dues collected from the employees in Clause (a)(1) shall be remitted to the British Columbia Nurses Union;
 - (2) Dues collected from employees in Clause (a)(2) shall be remitted to the Union of Psychiatric Nurses;
 - (3) Employees identified in Clause (a)(3) shall be asked by the Employer to identify/confirm their choice of Union affiliation, and their dues shall be remitted to the appropriate Union.
- (f) Deductions shall be made in each payroll period of each month and membership dues or payment in lieu thereof shall be considered as owing in the pay period for which they were deducted.

(g) All deductions shall be remitted to the Union within 30 calendar days after the date of deduction and the Employer shall provide a list of names of those employees from whose salary deductions have been made. Each list will be divided to indicate employees in the Hospital Services Nurses Component and the Community Services Nurses Component. The list will also indicate additions and deletions to the list, and the amounts deducted from each employee. All lists will be in alphabetical order.

(h) The Unions will advise the appropriate pay office of any discrepancies where dues are being remitted to the incorrect Union.

(i) The Employer shall supply each employee without charge a receipt for income tax purposes 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.

(j) No employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.

ARTICLE 5 - UNION TO INTERVIEW NEW OR TERMINATING EMPLOYEES

Where operational requirements permit, the steward and/or the elected representative will be given an opportunity to meet new or terminating employees as a group, within regular hours and without loss of pay, for not more than 30 minutes once each month.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.01 Rights

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

6.02 Supervisory Officials

The Employer shall submit the names of the supervisory officials designated to deal with the Union.

ARTICLE 7 - STEWARDS

7.01 Recognition of Stewards

The Employer acknowledges the right of the Union to appoint stewards.

7.02 Area of Responsibility

The Employer and the Union shall by mutual agreement determine the area and jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure. The jurisdictional areas shall be defined in Appendix 1 of this Agreement. The Union shall notify the Employer in writing of the names of such appointments.

7.03 Duties and Responsibilities

The duties of stewards include the investigation of complaints of an urgent nature, investigation of grievances, and assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, supervision of ballot boxes and other related functions during ratification votes, attending meetings called by the Employer's representative, to accompany employees at meetings of a disciplinary nature, to attend selection panels when nominated by their Union, and to handle other related duties normally accorded to Union stewards.

Stewards shall be entitled to reasonable time without loss of basic pay to perform these duties when:

- (a) the steward does not leave their workplace; or when
- (b) attending as an observer on a selection panel away from their workplace but within their headquarters' geographic location, and when the selection panel is conducting an interview for a position at the employee's workplace; or when

- (c) meeting with representatives of the Employer away from the employee's workplace, at the request of the Employer.

A steward must seek permission from their immediate supervisor before leaving their work station. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward shall notify the supervisor.

A steward who, while off duty, wishes access to their designated area or jurisdiction shall first notify the designated supervisory official. No steward shall be relocated from one unit, sub-unit or jurisdictional area to another as a disciplinary measure because of such legitimate Union activities as are described in this section.

ARTICLE 8 - GRIEVANCES

8.01 Definitions

A grievance is:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, Component Agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) A dispute involving the dismissal, suspension, or discipline of an employee bound by this Agreement.

8.02 Failure to Act

If the Union fails to present a grievance to the next step within the prescribed time limits the grievance shall be deemed to be abandoned.

8.03 Step 1

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

submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

8.04 Time Limit

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

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.05 Step 2

Subject to the time in Clause 8.04 the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance through the Union representative or steward to the representative designated by the Employer with the authority to handle grievances at Step 2 who shall provide the employee with a dated receipt.

8.06 Time Limit

The representative designated by the Employer shall reply in writing to an employee's grievance within 14 days of receiving the grievance at Step 2.

8.07 Step 3

The Union may present a grievance at Step 3:

- (a) within 14 days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2;

- (b) within 14 days after the Employer's reply was due.

8.08 Time Limit

- (a) At this level of the grievance procedure, the grievance shall be submitted to the Employer's Step 3 designate. The Employer's Step 3 designate will discuss the grievance with a representative of the Union with a view to settlement of the grievance. In any event the Employer's Step 3 designate shall reply in writing to the grievance within 30 days of receipt of the grievance.
- (b) This step may be waived, by mutual agreement, by the Step 3 designate and such shall be in writing.

8.09 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Administrative Provisions

Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by facsimile, registered mail, courier or any other means mutually agreed to by the parties. Where the matter is presented by facsimile, registered mail, courier, or other mutually agreed to means, it shall be deemed to be presented on the day on which it is registered or otherwise recorded with the transmitting body and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer and the Union.

8.11 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising out of an employee's suspension with or without intent to dismiss, the grievance shall commence at Step 2 of the grievance procedure. At Step 2 the Employer shall respond to the grievance within 7 days instead of 14 days as indicated in Clause 8.06.
- (b) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration in accordance with the provisions of Article 9. Notification of intent to arbitrate and a copy of the grievance shall be submitted to the BC Public Service Agency, Labour Relations Branch with a

copy to the Deputy Minister of the appropriate Ministry within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.

8.12 Group Grievance

Where a grievance as defined in Clause 8.01(a) appears to affect two or more employees and is limited to a single jurisdictional area as listed in Appendix 1 of this Agreement a group grievance may be initiated at Step 1 by one of the affected employees. Group grievances presented in writing at Step 2 shall include a list of all known employees who are party to the grievance.

8.13 General Application Dispute

Where either party disputes the general application, interpretation or alleged violation of an Article of this or a component Agreement, they shall notify the other party in writing within:

- (a) 60 days of the date on which the Union or the BC Public Service Agency were notified orally or in writing of the action or circumstances giving rise to the grievance, or
- (b) 60 days of the date on which the employees or the local employer first become aware of the action or circumstances giving rise to the grievance;

whichever occurs first.

Notwithstanding the foregoing:

Where either party disputes the general application, interpretation or alleged violation of an ongoing matter they shall notify the other party and the dispute may be designated a "general application dispute" by either party.

The dispute shall be discussed initially with the BC Public Service Agency, or the Union, as the case may be within 30 days of either party receiving notice. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in Article 9 of this Agreement.

8.14 Investigations and Documents

- (a) Union representatives and stewards shall have the right to investigate including questioning witnesses, and shall have access to all documents directly related to the grievance including statements of witnesses, and upon request shall receive copies of all such documents.
- (b) Official notes, minutes, and/or transcripts taken at any step of the grievance procedure by either party to the grievance shall be provided to both parties.

8.15 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the employer's representatives will not initiate any discussion or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

8.16 Technical Objections

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities.

8.17 Nullification

In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

8.18 Suspensions Pending Investigation

When the Employer suspends an employee without pay for the purposes of investigating an allegation of any form of misconduct, the Employer shall advise the employee of the expected approximate length of time the Employer may require to carry out such investigation. The Employer shall be prudent and expeditious in its investigation.

ARTICLE 9 - ARBITRATION

9.01 Notification

Where a dispute between the parties arises related to the interpretation, application, or administration of this Agreement or a Component Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of employment has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 and within 60 days of the receipt of the reply at the third step or within 60 days after the reply was due, advise the other party of its desire to submit the matter to arbitration.

9.02 Composition of the Board of Arbitration

(a) The party requesting arbitration shall, in its notification under Clause 9.01, propose the name of a single arbitrator to act as the Board of Arbitration. The recipient of the notice shall, within 14 days, notify the other party of its agreement to the proposed arbitrator, or propose the name of another arbitrator.

(b) Notwithstanding (a) above, either party may indicate to the other party, within 14 days of receipt of written notice pursuant to Clause 9.01, if it chooses to have the matter heard by a three-person arbitration board. Both parties shall then have 14 days to name their appointee to the three-person board. The two appointees shall then meet to select an impartial chairperson.

9.03 Failure to Appoint

If the parties fail to agree to a single arbitrator under Clause 9.02(a) or if the two appointees fail to select a chairperson within 14 days under Clause 9.02(b), the appointment of a single arbitrator or Chairperson, as the case may be, shall be made by the Director of the Collective Agreement Arbitration Bureau.

9.04 Board Procedure

The Board may determine its own procedure in accordance with the relevant legislation and shall sit, hear the parties, and settle the terms of the question to be arbitrated and make every effort to conclude its award expeditiously.

9.05 Decision of the Board

The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding on all parties. Where there is no majority, the decision of the Chairman shall be the decision of the Board.

9.06 Disagreement on Meaning of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

9.07 Expenses of Board

Each party shall pay the costs and expenses of its appointee to the Arbitration Board and share equally the costs and expenses of the Chairman.

9.08 Amending Time Limits

The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

9.09 Resubmission to Arbitration

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction the question shall, at the request of either party, be submitted to another Arbitration Board appointed under the provisions of this Article.

9.10 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to Expedited Arbitration any outstanding exclusion request, or outstanding grievance filed at arbitration, with the exception of group grievances or general application disputes.
- (b) An expedited arbitration decision respecting an exclusion request will be deemed to be an agreement between the parties.
- (c) The parties shall mutually agree upon a single arbitrator(s) who shall be appointed to hear the grievance and render a decision within two working days

of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(d) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(f) Notwithstanding (a) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the usual process.

ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE

10.01 Dismissal

A Deputy Minister, or any other person authorized in accordance with the *Public Service Act*, may dismiss an employee for just cause. Notice of dismissal shall be in writing stating the reasons for the dismissal. A copy of the dismissal notice shall be sent to the Union.

10.02 Suspension

A Deputy Minister, or any other person authorized in accordance with the *Public Service Act*, may suspend an employee for just cause. Notice of suspension shall be in writing stating the reasons for the suspension. A copy of the suspension notice shall be sent to the Union.

The Deputy Minister has the right to assign anyone, including a member of a bargaining unit, the authority to suspend. A list of designates shall be provided to the Union.

10.03 Rejection During Probation

(a) A Deputy Minister, or any other person authorized in accordance with the *Public Service Act*, may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 8.11 of this Agreement. The test of just cause for rejection shall be a

test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee believes they have been aggrieved by the decision of a Deputy Minister or any other person authorized in accordance with the *Public Service Act* to reject the employee during the probationary period, the employee may grieve the decision and the grievance may be filed directly at arbitration in accordance with Article 9.

10.04 Return to Former Classification

(a) When an employee who has been promoted, including a promotion to an excluded position, is rejected by a Deputy Minister or any other person authorized in accordance with the *Public Service Act* during the probationary period, or where, during the probationary period, the employee decides that the position to which they have been promoted is unsuitable, the Employer will make every effort to return them to a position at their former classification, if one is available, within their geographic location, without loss of seniority. If a position at their former classification, within their geographic location is not available, the Employer shall provide other suitable employment within the employee's geographic location and shall place the employee in the first position at their former classification, within their geographic location, when a vacancy occurs.

(b) Where an employee feels they have been aggrieved by a decision of a Deputy Minister or any other person authorized in accordance with the *Public Service Act*, under provision (a) above, they may initiate action through the grievance procedure, at Step 2.

10.05 Unauthorized Absence

Where an employee fails to report for duty for 10 consecutive working days, the employee shall be deemed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

10.06 Assessment of Professional Competence

Where disciplinary action against an employee is related to professional competence, such matters shall be assessed by supervisory or management employees who are members of the nursing profession.

10.07 Disciplinary Procedure

(a) In all cases where the Employer considers the employee's conduct may warrant disciplinary action (such as suspension with the intent to dismiss, suspension without the intent to dismiss, demotion, reprimand) the Employer shall make every effort to take such action at a meeting with the employee. Where such a meeting is conducted the employee shall be informed in advance of the nature of the complaint(s) being considered. At any meeting with the Employer, which may result in disciplinary action, or where the employee has reason to believe they will face a disciplinary action, the employee shall have the right to have a steward present and to state their side of the case.

(b) Should an employee refuse or fail to represent themselves at a meeting called for the purpose of disciplinary action, or refuse or fail to request to be accompanied by a steward it may be considered by both the Employer and the Union that the employee has abandoned their rights to further representation on the matter by the Union. The refusal or failure of the employee to represent themselves shall not prejudice the Employer from proceeding with disciplinary action.

(c) A steward shall have the right to consult with and/or to have a Union representative present and/or participate in any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the action being taken.

10.08 Unjust Dismissal or Suspension

Should an employee be dismissed or suspended, and it is later established that such dismissal or suspension was unjust they shall be returned immediately to their former status in all respects and shall be compensated for any loss of earning they may have suffered by reason of such dismissal or suspension unless otherwise determined by arbitration.

10.09 Disciplinary Records

An employee will receive a copy of all written censures, letters of reprimand, adverse reports and adverse evaluations/performance appraisals. Should an employee dispute any such entry on their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request, any such document, other than performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.10 Appraisal Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provisions shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an appraisal report unless the signature indicates disagreement with the appraisal. An employee shall receive a copy of their appraisal at the time of signing.

Any additions or changes to the appraisal shall be brought to the attention of the employee. Such additions or changes shall be subject to the grievance procedure of this Agreement.

An employee who disagrees with the appraisal and so signifies in the appropriate place, shall have the right to amplify the reasons for their objections in writing, and such amplifications shall be attached to and become part of that appraisal.

ARTICLE 11 - SENIORITY

11.01 Definitions

- (a) Service Seniority

A regular employee's service seniority shall be the length of continuous service in the Public Service of British Columbia. Service seniority for part-time employees shall be pro-rated on the basis of one year's service seniority for every 1827 hours completed.

(b) Classification Seniority

A regular employee's classification seniority means:

(1) The length of service in their present classification from that date upon which an employee is last appointed to their present classification with the status of a regular employee and includes time spent by an employee substituting in or temporarily appointed to a higher classification;

(2) relationship between one classification of employees and another as determined by the salary of the classification.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clause 12.09 (Transfers Without Posting) or 19.02 (Rehabilitation Committee) or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification.

(d) A regular employee of a Health Authority or another health care employer who had been employed as a regular employee in the public service prior to their transfer by the Employer to such an agency, who is appointed to a regular position in the public service shall be credited with service seniority equivalent to their length of service with the agency and the Employer subject to the following conditions:

(1) the employee must successfully complete their probation period on appointment to the Public Service; and

(2) there must be no break in regular service between the two employers.

*** 11.02 Seniority List**

(a) On the last date of the payroll period immediately prior to April 1 and October 1 of each calendar year, the Employer shall **provide** 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 in seniority order. **The Employer will post paper copies in those worksites where there is limited electronic accessibility. A copy shall sent to the Head Office of each of the unions.**

The seniority lists shall contain the following information:

- (i) name;
- (ii) status (regular full-time, regular part-time, auxiliary);
- (iii) grid level;
- (iv) start date in the Public Service;
- (v) total hours for auxiliary employees;
- (vi) worksite;
- (vii) union affiliation;
- (viii) classification seniority date (Riverview and FPH only).

(b) 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.

***11.03 Loss of Seniority**

(a) A regular employee on leave of absence without pay, other than a leave of absence for an elected or appointed position in the Union, or leaves granted pursuant to Article 21 (Maternity/Parental/Adoption Leave) shall not accrue seniority for leave periods over 30 calendar days.

(b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with seniority equivalent to what they would have earned had they not been absent and had been able to work.

(c) A regular employee shall lose their seniority in the event that:

- (1) they are discharged for just cause;
- (2) they abandon their position;
- (3) they are on layoff for more than one year;

- (4) they become an auxiliary employee.

However for the purposes of Articles 12 and 13, with the exception of Article 13.09, an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded 30 days. This provision applies only to employees who change their status after January 1, 2011.

11.04 Re-employment

A regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted a leave of absence covering those days absent and shall retain all rights in relation to seniority and other benefits, provided they have not withdrawn their superannuation contributions.

11.05 Bridging of Service

If a regular employee terminates their employment, as a result of a decision to raise a dependent child or dependent children, or to care for a member of the employee's immediate family as defined in Article 20, and is re-employed as a regular employee, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority.

The following conditions shall apply:

- (1) The employee must have been a regular employee for at least two continuous years at the time of termination.
- (2) The resignation must indicate that the reason for termination is to raise a dependent child or dependent children, or to care for a member of the employee's immediate family as defined in Article 20.
- (3) The break in service shall be for no longer than six years from the date of resignation.
- (4) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

11.06 Training Credits

Employees who are currently credited with service seniority for training course time taken through the old Department of Nursing Education, Mental Health Branch, shall retain such seniority until such time as a break in service occurs.

11.07 Service Seniority Tie Breaker

A regular employee who had previously been an auxiliary employee and who had not lost their auxiliary seniority at the time of becoming a regular employee shall be entitled to use the equivalency of their previously accrued auxiliary seniority as the tie breaker where two or more regular employees have the same regular service seniority.

ARTICLE 12 - POSTINGS, TRANSFERS AND SECONDMENT

12.01 Postings

(a) Vacancies of a regular nature that are to be filled, for positions in the Bargaining Unit, shall be posted throughout the Public Service or in Regions or Ministries as deemed necessary by the appropriate Deputy Minister. Ministries are not precluded from filling more than one vacancy from each posting.

(b) The notice of postings shall contain the following information:

Nature of position, qualification, skills, whether shift work is involved, wage or salary rate or range and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(c) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of 12 months from the establishment of the list.

(d) Vacancies of a temporary nature which are known to exceed seven months shall be posted within 30 days. Such postings will normally be limited to the seniority block within each jurisdictional unit as described in Clause 13.03. In those circumstances where the posting is not limited, the provisions of Memorandum of Understanding #20, Board and Lodging and Relocation Expenses, will not apply.

(e) Notices shall be posted at least 14 days prior to the closing date of the competition except as provided for in Clauses 12.08 (Relocations), 12.09 (Transfer Without Posting) and 19.02 (Rehabilitation Committee).

(f) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two years at the previous location. The closing date of the competition shall determine eligibility. A selection panel may waive this restriction with the approval of the applicant's Deputy Minister or designate. This restriction does not apply to supernumerary employees or to promotions.

(g) Employees who are absent from their places of employment for periods of longer than 14 calendar days may make a preliminary application for, and in anticipation of, vacancies or new positions which may be posted in their absence.

(h) Temporary vacancies of not more than seven months in duration shall be filled in accordance with Clause 27.08(b) (Temporary Substitution).

(i) Any nurse wishing a lateral transfer should make this known to their respective Personnel Department.

(j) Copies of all nursing postings shall be sent to the Union.

12.02 Selection Panels

(a) Selection panels shall be convened in accordance with the *Public Service Act* and regulations/directives pursuant thereto.

(b) The Employer shall give whatever notice is reasonable under the prevailing circumstances to any employee selected to appear before a Selection Panel. Such similar notice will also be provided to the Union.

12.03 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with base pay and shall have their authorized expenses paid. An employee

granted leave under this section shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

12.04 Union Observer

The Union may designate a person to sit as an observer on a selection panel in all selections within the scope of this Agreement. The observer shall be a disinterested party of the panel being convened. The panel chairperson must be given reasonable advance notice that an observer will be attending. This Clause shall not apply to excluded positions.

12.05 Notice of Promotions

The appropriate Deputy Minister or their designate shall notify the Union of any promotions made to positions in which the incumbent would be within the Bargaining Unit.

12.06 Notification of Unsuccessful Applicants

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful in-service applicant, or, upon request, either the name or a summary of the qualifications, skills and experience of the successful out-of-service applicant.

12.07 Appeal Procedure

- (a) An employee who is an unsuccessful applicant for an appointment to the public service may request from the individual responsible for the appointment an explanation of the reasons why he or she was not appointed.
- (b) The responsible individual must provide an explanation as soon as practicable after receiving a request under subsection (a).
- (c) An employee who has made a request under (a) above may request an inquiry into the application of section 8(1) of the *Public Service Act* with respect to the appointment. Any such request must include a detailed statement specifying the grounds on which the request is made and be directed to the deputy minister responsible for the position.
- (d) The deputy minister, or a person designated by the deputy minister, who receives an application under (c) above must inquire into the appointment and

confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered.

(e) An employee who is an unsuccessful applicant for an appointment to a position and who has made a request pursuant to (c) above and disagrees with the decision made in (d) above to confirm the appointment or proposed appointment may request a review of the appointment by the merit commissioner on the grounds that section 8(1) of the *Public Service Act* has not been complied with.

(f) A request for a review pursuant to (e) above must be in writing and may only be based upon the grounds submitted to the deputy minister under (c) above.

(g) All requests for reasons, inquiry or review and submissions must be within the time period prescribed by Regulation made pursuant to the *Public Service Act*.

12.08 Relocations

It is understood by the parties that as a general policy employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Public Service and/or the employee. In such cases, an employee will be fully advised of the reasons for their relocation, as well as the possible result of refusal to be relocated.

12.09 Transfers Without Posting

(a) Lateral transfers or voluntary demotions may be granted, without posting, for:

(1) compassionate or medical grounds to regular employees who have completed their probationary periods; or

(2) all employees who have become incapacitated by industrial injury or industrial illness.

In such cases the Rehabilitation Committee outlined in Clause 19.02 shall consider any applications or request presented to the Committee. Each request for special considerations shall be judged solely on its merit.

(b) In addition, lateral transfers or voluntary demotions may also be granted where such transfer is in the best interest of the employee and the Public Service.

(c) An employee whose spouse is also an employee and whose spouse is relocated or transferred pursuant to Articles 12.08 or 13 shall be considered for a lateral transfer or voluntary demotion to available vacancies.

(d) Where an employee whose spouse is also an employee of the Government of the Province of British Columbia but not in this bargaining unit, and where the spouse is relocated or transferred, the Employer may consider a request from the employee for a lateral transfer or voluntary demotion in the context of operational requirements and the interests of the Public Service.

12.10 Demotions and Transfers

Where an employee feels they have been aggrieved by any decision of the Employer relating to a demotion or a transfer, the employee may proceed to Step 2 of the grievance procedure.

12.11 Secondment

(a) Definition - Secondment is a process by which the Employer may assign an employee to another agency, board, society, commission, or employer not subject to the *Public Service Labour Relations Act*.

(b) Notice - The Employer shall make every effort to provide an employee with four weeks' notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

(c) Provisions of Agreement to apply - The provisions of the applicable current Union-Employer collective agreement shall apply to all seconded employees. The agency, board, society, commission, or employer to which the employee is seconded shall receive written notice of this section and shall be provided with copies of the relevant agreements.

(d) Grievance procedure - The grievance procedure prescribed in Article 8 of this Agreement shall apply to seconded employees with the following modifications:

- (1) The Employer, in conjunction with the agency, board, society, or commission to which an employee is seconded shall designate an official who shall be considered the locally designated supervisor for purposes of Step 1.
 - (2) The Employer shall appoint a representative within the Public Service to deal with grievances of seconded employees at Step 2 and shall notify the Union and seconded employees of such designation.
 - (3) The Union shall appoint a steward for seconded employees and shall notify the Employer of such appointments.
- (e) Professional consultations - Employees seconded to agencies, boards, societies, commissions, or employers which do not employ any other employees in senior nursing or nursing consultative positions shall have access to nursing consultants in the Public Service for advice and consultation on professional nursing matters.

ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES

13.01 Principles

- (a) In the event that the Employer foresees that a layoff may occur the Employer will provide the Union with as much advance notice as is reasonably possible with a view to expedite a staff reduction with the least disruption to the delivery of services and health care and to the work force. The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff.
- (b) It is understood that all staffing actions described in this Article are subject to the requirements of the *Public Service Act*, however Article 12 of this Agreement may not apply should employees be made offers of placement into vacancies pursuant to this Article.
- (c) It is understood that employees to be retained must possess the skills, knowledge and abilities to perform the work which is available, and in the event of a layoff those employees possessing the greatest seniority will have preference to job placement, if a position is available, subject to the provisions as described in this Article.

(d) In the event a position held by a regular employee is relocated outside the originating geographic location, the incumbent shall be offered the position and the opportunity to relocate. An employee may decline an offer pursuant to this section and such a decline will initiate the Article 13 process.

(e) Employees subject to displacement or placement activity pursuant to Article 13 shall be entitled to decline, without penalty, positions with dissimilar hours of work.

(f) For the purposes of Article 13 supernumerary employee means that employee who is identified as being in excess of the number of employees required by the Employer.

*** 13.02 Changing Status**

For the purposes of this Article, with the exception of Clause 13.10, an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded 30 days. This applies only to an employee who changes their status after January 1, 2011.

***13.03 Jurisdictional Units and Seniority Blocks**

(a) For the purposes of the operation of this Article there shall be jurisdictional units and seniority blocks. Each employee shall be employed within the jurisdictional unit as outlined in their letter of appointment.

(b) If eligible, an employee may only exercise displacement options pursuant to Clause 13.09 within the jurisdictional unit in which they are employed.

(c) Pursuant to the *Public Service Act* requirements an employee may be offered placement into a vacancy into a jurisdictional unit other than the jurisdictional unit in which they are employed.

(d) There are two jurisdictional units being:

- (i) Hospital
- (ii) Community

(e) Hospital

The seniority blocks of the Hospital Jurisdictional Unit shall be:

- 1 - OBL Continuing Care Society
- 2 - **Broadmead** Care Society
- 3 - B.C. Mental Health Society - by geographic location
- 4 - Forensic Psychiatric Hospital
- 5 - The Maples Adolescent Treatment Centre
- 6 - Victoria Youth Custody Services
- 7 - Burnaby Youth Custody Services
- 8 - Youth Forensic Psychiatric Services/In-Patient Assessment Unit
- 9 - Prince George Youth Custody Services

(f) Community

The seniority blocks of the Community Jurisdictional Unit shall be by ministry by geographic location.

(g) An employee exercising displacement options within the above seniority blocks shall not be entitled to relocation expenses as per Clause 13.13 for the purposes of this Article. The identified seniority blocks shall be considered headquarters or geographic location as defined in Clause 1.02.

***13.04 Redundant Positions**

In the event positions become redundant, or in the event that the Employer foresees that a layoff may occur for any reason, the Employer shall identify and advise the Union of those positions the Employer considers redundant, and of vacant positions, which are to be filled by regular employees, elsewhere in the jurisdictional unit in the same and lesser classifications as the redundant positions.

***13.05 Pre Layoff**

(a) Prior to the identification of supernumerary regular employee(s) or the layoff of regular employee(s) the Employer may within any work area, seniority block, geographic location, or jurisdictional unit canvass any employee or group of employees to invite any one or combination of the following:

- (i) a voluntary transfer or a voluntary demotion into a vacant position to be filled by a regular employee; or
- (ii) a voluntary resignation with severance as set out in Clause 13.10;
or
- (iii) where eligible, early retirement as set out in Clause 13.09(b)(1).

An employee is under no obligation to participate in the pre layoff canvass.

(b) Should an employee, in writing elect to participate in the pre layoff canvass by accepting the option(s) offered by the Employer pursuant to Clause 13.05(a), such acceptance is final and binding upon the employee, subject to agreement of the Employer. In the event of a placement offer, the employee with the greatest service seniority shall have preference. In the event of a severance offer, the employee with the least service seniority shall receive preference.

(c) The Employer may establish reasonable time periods, not less than five work days, in which responses from employees will be received for consideration.

(d) Where the pending layoffs are a result of a substantial reorganization the Ministry will conduct a pre-layoff canvas pursuant to (a) above.

***13.06 Identification of a Supernumerary Employee**

(a) Hospital Jurisdictional Unit

(i) In the event there is a requirement to identify a supernumerary employee as a result of the Employer identifying redundant positions or in the event that the Employer foresees that a layoff will occur for any reason, the supernumerary employee shall be the employee with the least classification seniority within the affected classification within the seniority block.

(ii) Such employee shall be notified in writing of their supernumerary status by the Employer and will be advised of their options as follows:

(1) to be placed in a vacancy to be filled by a regular employee in the same or a lesser classification in the same jurisdictional unit, or;

(2) if no vacancy exists in the supernumerary employee's last previously held classification in their present seniority block, to displace in their present seniority block the employee with the least classification seniority in that classification, provided the supernumerary employee has greater service seniority than the employee identified for displacement.

(3) In the event no displacement can be affected by the supernumerary employee pursuant to (2) above, the provisions of (2) above will be reapplied to each next lower previously held classification(s) if required.

(iii) An employee displaced pursuant to (ii)(2) above shall be advised in writing that they are supernumerary and will be entitled to the provisions of (ii) above.

(iv) Employees identified as supernumerary shall be provided a minimum of five work days to inform the Employer of the option selected pursuant to (ii) above.

(b) Other Jurisdictional Units

(i) In the event there is a requirement to identify a supernumerary employee as a result of the Employer identifying redundant positions or in the event that the Employer foresees that a layoff will occur for any reason, the supernumerary employee shall be the employee with the least service seniority within the affected classification within the seniority block.

(ii) Such employee shall be notified in writing of their supernumerary status and will be advised of their option to be placed in a vacancy to be filled by a regular employee in the same or lesser classification in the same jurisdictional unit. The employee with the greatest service seniority shall have preference in the event of a placement.

(iii) If no vacancy exists in the supernumerary employee's last previously held classification in their present seniority block, to displace in their present seniority block the employee with the least service seniority in that classification, provided the supernumerary employee has greater service seniority than the employee identified for displacement.

(iv) Employees identified as supernumerary shall be provided a minimum of five days to inform the Employer of the option selected pursuant to (ii) above.

(c) Relocation Expenses

For the purposes of Clause 13.06 only, employees who exercise option (a)(ii)(1) or (b)(ii) shall not be entitled to relocation expenses pursuant to Clause 27.17.

***13.07 Transfer Within Geographic Location**

Should Clauses 13.05 and 13.06 above not result in the placement of a supernumerary employee who has not received notice of layoff, they may be laterally transferred to vacant regular positions within the geographic location. Refusal to accept a lateral transfer shall be deemed a resignation and there shall be no entitlement to severance pay.

***13.08 Identification of Employee to Receive Notice of Layoff**

The employee to receive a notice of layoff shall be the supernumerary employee who is unable to or elects not to exercise the options in Clause 13.06 above.

***13.09 Notice of Layoff and Employee Options Upon Receipt of Notice**

(a) Notice of Layoff

(i) The employee with three or more years of service seniority shall be given a minimum of six weeks written notice prior to the effective date of layoff. If the employee has not had the opportunity to work their regularly scheduled shifts during the six week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(ii) The employee with less than three years service seniority shall be given a minimum of 20 work days written notice prior to the effective date of layoff, or pay in lieu of notice or portion thereof.

(iii) The employee will also be provided a list of options and identification of vacant positions to be filled by regular employees, where applicable.

(b) Employee Options

Within five work days of receipt of notice of layoff an employee shall opt for one of the following:

(1) severance pay effective the date the layoff was scheduled to occur, in which case the employee shall be deemed to have resigned.

A regular employee who is eligible to immediately receive a pension as of the effective date of layoff, and who has opted for and is entitled to severance pay shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the **BC Pension Corporation**, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age;

(2) to be placed, effective the scheduled date of layoff, on a recall list for a period of up to one year, for the purpose of recall to a regular position within the seniority block from which the employee has been laid off. Recall of employees from this recall list shall be in order of regular service seniority as of the scheduled date of layoff. Seniority accumulated as an auxiliary employee accepting option (b)(3) below shall not apply. Should an employee decline a recall or fail to respond to a recall within five days (or to a maximum of 28 calendar days where an employee is required to provide notice of resignation to another employer), then such employee shall be deemed to have abandoned all rights under the Collective Agreement;

(3) to be placed onto the auxiliary recall list(s) of the seniority block. This option may be elected along with the option described in (b)(2) above. Such regular employees shall be considered more senior than auxiliary employees for the purpose of the assignment of available auxiliary work. Employees electing this option will be considered to

have regular status only for purposes of the benefits contained within Articles 19 and 25. For all other contractual purposes, such employees will be considered to have "on-call" auxiliary status pursuant to Clauses 29.01(b) and 29.06(b). In order to maintain the Articles 19 and 25 benefits, employees must work 1200 hours at the straight time rate for each preceding 12 month period;

(4) a regular employee who has been promoted within six months of the effective date of layoff from another position in the same geographic location may opt to displace the employee currently filling the position originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater service seniority.

(5) an employee with three or more years seniority as a regular employee may opt to be placed into a vacancy to be filled by a regular employee or to displace a junior employee with less than three years service seniority in the following manner in sequence, (i) to (xii) below:

	VACANCY / DISPLACEMENT	CLASSIFICATION	SENIORITY BLOCK	GEOGRAPHIC LOCATION	JURISDICTIONAL UNIT
(i)	vacancy	same	different	same	same
	or vacancy	lesser	same	same	same
	or vacancy	lesser	different	same	same
(ii)	displace	lesser	same	same	same
(iii)	displace	same	different	same	same
(iv)	displace	lesser	different	same	same
(v)	vacancy	same	different	different	same
(vi)	vacancy	lesser	different	different	same
(vii)	displace	same	different	different	same
(viii)	displace	lesser	different	different	same
(ix)	vacancy	same	different	same	different
(x)	vacancy	lesser	different	same	different
(xi)	vacancy	same	different	different	different
(xii)	vacancy	lesser	different	different	different

For a period of up to one year, an employee who has been placed at a lesser classification level than that from which they were laid off, shall be

recalled to a vacancy, to be filled by a regular employee, in their former classification in their current seniority block.

(6) to accept an available temporary assignment within the geographic location. Upon conclusion of the temporary assignment the employee will be required to select an option pursuant to (b) above.

(c) In order to facilitate the administration of (b)(5) above, an employee is required to advise the Employer within five work days of receipt of notice of layoff if it is their intention to displace. Displacement shall be voluntary and if declined by the employee it shall not count as a placement offer pursuant to (d) below. Should an employee wish to displace, the Employer will identify the employee with the least service seniority within the classification, seniority block or geographic location.

(d) Employees who are offered placement to a vacancy shall be given 10 calendar days to accept or decline such offers. Should an employee decline one job offer at their same classification level and same geographic location they shall claim severance pursuant to Clause 13.10. Should an employee decline two job offers at their same classification level outside their geographic location and/or at a lesser classification level in their same or outside their geographic location they shall claim severance pursuant to Clause 13.10.

(e) Employees who are to displace shall be given 14 calendar days' notice to report to work. Should an employee fail to report to work pursuant to this Clause they will be deemed to have resigned without further recourse.

(f) Employees who are to be displaced pursuant to the provisions of Clause 13.09 shall receive notice of layoff and shall be entitled to the options contained in Clause 13.09.

(g) An employee shall not accumulate seniority as a regular employee while on layoff.

***13.10 Severance Pay**

(a) Severance pay for employees with less than three years service seniority shall be an amount equal to one week's pay for every year of service as a regular employee or major part thereof to a maximum payment equivalent to three week's pay.

(b) Severance pay for employees with three or more years of service seniority shall be three weeks current salary for each year of service or major part thereof.

The employee will not receive an amount greater than 12 months' current salary. If the employee's severance entitlement is the result of voluntary resignation pursuant to Clause 13.05, the maximum amount will be twelve months' current salary.

Severance pay, if converted to time, shall not exceed the time that would be required to reach the employee's maximum retirement age.

***13.11 Pay-Out of Sick Leave**

When an employee age 55 or older opts for severance pay or early retirement, they may also qualify in accordance with Clause 27.16 of the Master Agreement, for an amount equal to 50% of accumulated sick leave credits on the date of severance or retirement.

***13.12 Orientation Period**

Employees placed into vacancies, auxiliary positions, recalled to regular positions, or placed into positions as a result of exercising displacement rights will be provided with job orientation.

***13.13 Relocation Expenses**

Employees with three or more years service seniority who relocate pursuant to Clauses 13.09 and 13.01(d) shall be entitled to relocation expenses in accordance with Clause 27.17.

***13.14 Joint Committee**

(a) A Joint Committee shall be constituted to provide for continuing consultation and cooperation between the parties with respect to the relocation, orientation and placement of employees who have three or more years of seniority and who have grieved the application of Article 13.

- (b) (1) The Joint Committee shall consist of four representatives, two appointed by the Union, two appointed by the Employer, and a Chairperson.
- (2) The Chairperson shall be appointed jointly by the parties.
- (3) The Committee shall meet at the call of either party. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.
- (c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable.
- (d) Notwithstanding Article 9, the Chairperson of the Committee shall, at the request of either party, sit as an arbitrator over any disputes pertaining to the application, interpretation or alleged violation of Article 13.

***13.15 Savings Clause**

- (a) No provision of the Master or Component Agreements shall act as a bar which may inhibit or prevent the Employer from transferring, placing, or displacing employees pursuant to this Article.
- (b) Failure to exercise an option within prescribed time limits will result in a loss of entitlements set out in this Article and an employee will be deemed to have resigned without further recourse.

***13.16 Copies of Correspondence**

The Union shall be provided copies of notices of supernumerary status, notices of layoff and letters of placement given to employees pursuant to the operation of Article 13.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is the equivalent to an

average of 35 hours per week. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an individual employee may not work the exact annual hours, however, all work schedules shall be based on an average of 1827 hours.

A week shall be deemed to be any seven consecutive calendar days.

The daily hours of work for each employee shall be consecutive unless otherwise provided in the Component Agreements.

14.02 Work Day

Application of hours of work are set forth in the Component Agreements.

14.03 Meal Breaks

Meal breaks as set forth in the Component Agreements shall be scheduled during an employee's work day. Should an employee be recalled to duty during a meal break, additional time shall be provided later in the day, or repaid at overtime rates.

14.04 Rest Periods

A rest period is a paid interval which is included in the work day or shift and is intended to give the employee an opportunity to have refreshments and/or a rest:

- (a) Two rest periods of 15 minutes each will be granted during each full work day or shift. One rest period of 15 minutes will be granted during a work day of three and one-half to six hours duration.
- (b) These rest periods will be taken away from the area of direct patient care, subject to the employee being readily available for recall.
- (c) Where an employee is called back during a rest period, or is unable to take their rest period(s) according to the foregoing provisions, the rest period will be granted at another time during the work day or shift.
- (d) Subject to local arrangements, employees on a full afternoon or night shift may take their rest periods consecutively.

(e) Employees assigned to a night shift in the Hospital Component, shall have two, 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift.

14.05 Consecutive Days Off

Two days off a week will be scheduled consecutively and no employee shall be required to work more than five consecutive days without two days off, unless otherwise provided in the Component Agreements. This Clause shall not apply to a casual auxiliary employee hired expressly to replace employees who are on sick leave or vacation.

14.06 Attendance Security

Regular employees who report for work for which they are scheduled shall receive payment for the full day or shift at the applicable rate, except when the employee:

- (a) leaves work without authorization;
- (b) is sent home for disciplinary reasons.

ARTICLE 15 - SHIFT AND ROTATION

15.01 Shift Designation

The day shift shall be the first shift worked in each day, the afternoon shift shall be the second shift, and the night shift shall be known as the third shift in each calendar day.

15.02 Shift System

- (a) Shifts and scheduled days off, shift lengths, shift assignments, rotations and adjustments, changing shifts and days off, volunteering for shifts, rotation between wards, and changes through local arrangements, shall be covered under the respective Component Agreements.

(b) If the Employer rosters an employee in such a manner that the employee is indebted to the Employer, such indebtedness shall not be repayable.

***15.03 Shift Differential**

(a) Employees working an afternoon shift or night shift shall receive shift differential for all hours worked on the shift.

(b) Shift differential shall be

\$1.35 per hour.....effective March 29, 2009

for the afternoon shift

\$1.45 per hour.....effective March 29, 2009

for the night shift.

(c) Shift differential will apply to overtime hours worked on an employee's regularly scheduled work day. The shift differential which will be paid will be the shift differential for the shift within which the overtime is worked.

(d) Employees covered by Employer-Union approved flex-time or modified work week arrangements, who, by their own volition, choose to begin their shift at a time which qualifies them for shift differential, shall not be entitled to the differential.

15.04 Hours and Overtime Rates

Subject to the provisions of this Agreement, the application of hours of work and the application of overtime and statutory holiday premium rates will be in accordance with the provisions laid out in the Component Agreements.

15.05 Changes in Schedules

Work schedules for regular employees and casual auxiliary employees shall be posted at least 14 calendar days in advance of the starting day of a new schedule.

(a) In the event that any such employee's schedule of hours of work is changed without 48 hours advance notice, and if such change is the result of

another employee utilizing a benefit provided for by the provisions of the Agreement, such as sick leave, bereavement leave, or for reasons attributable to another employee, the employee will receive a premium of 85¢ per hour for work performed in the first shift to which they changed, in addition to their regular pay.

(b) In the event that any such employee's schedule of hours of work are changed after the hours of work schedule has been posted, and if such change in schedule is the result of indiscriminate rostering by the Employer, the employee shall receive pay at overtime rates for work performed on the shift to which they changed.

ARTICLE 16 - OVERTIME

16.01 Definitions

- (a) "Overtime" means work performed by a full-time employee in excess or outside of their regular scheduled hours of work.
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight-time rate.
- (d) "Double-time" means twice the straight-time rate.
- (e) "Double-time and one-half" means two and one-half times the straight-time rate.

16.02 Authorization and Application of Overtime

- (a) An employee is entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer;
and
 - (2) the employee does not control the duration of the overtime worked.
- (b) In the case of an emergency or any other legitimate circumstance where it is not possible for an employee to obtain advanced authorization to work overtime, the employee will be entitled to receive overtime.

16.03 Overtime Entitlement

(a) A full-time employee will be entitled to compensation for authorized overtime in excess of scheduled daily, weekly, monthly, annual, or other hours of work as specified in the Component Agreements at the applicable overtime rates.

(b) An employee who works less than the normal full-time hours of work shall be entitled to compensation for authorized overtime for hours worked in excess of the normal full-time daily, weekly, monthly, annual or other hours of work as specified in the Component Agreements at the applicable overtime rates.

For hours worked up to and including the normal full-time daily, weekly, monthly, annual or other hours of work as specified in the Component Agreements the employee shall be paid at the rate of straight time.

(c) Overtime worked shall be compensated at the following rates:

(1) Time and one-half for the first two hours of overtime on a regularly scheduled work day;

(2) Double-time for hours worked in excess of (1);

(3) Double-time for all hours worked on a day of rest. The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(d) For the purposes of calculating the hourly rate, an employee's bi-weekly rate shall be divided by 70.

(e) Overtime shall be calculated in 30 minute increments. An employee working five minutes or less of overtime shall not receive overtime compensation, unless such is a regular occurrence.

16.04 Recording of Overtime

Employees shall record starting and finishing times, and the circumstances, of overtime worked and sign the appropriate form determined by the Employer.

16.05 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

16.06 Overtime On Designated Paid Holidays

(a) Overtime on a designated paid holiday shall mean authorized time worked which is in excess of the employee's regularly scheduled hours of work on a designated paid holiday, or time worked on a scheduled day off, where such day off is a designated paid holiday.

(b) An employee who works authorized overtime on a designated holiday shall be compensated at the rate of double time for the overtime hours worked, except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half.

16.07 Overtime On Travel Status

An employee on travel status who is required to travel on Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

16.08 Overtime Meal Allowance

Meal allowances for those working overtime will be as defined in the Component Agreement.

16.09 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.10 Right to Refuse Overtime

All employees have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary actions for so refusing.

16.11 Call-out Provision

A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

16.12 Pre-Arranged Overtime

A regular employee who reports to work for pre-arranged overtime, shall be paid a minimum of three hours at the appropriate overtime rate unless the duration of the work assignment is known in advance by the employee.

16.13 Rest Interval

(a) An employee required to work overtime beyond their regularly scheduled shift shall be entitled to 7 hours and 45 minutes clear between the end of the overtime work and the start of their next regular shift. If 7 hours and 45 minutes clear are not provided, overtime rates shall apply to hours worked on the first regular shift.

(b) In the event that the next regular shift referred to in (a) above falls on a designated holiday listed in Clause 17.01, then in addition to the compensation for the designated holiday, the employee will be paid an additional one half time payment for the first two hours worked on the regular shift; single time payment for all hours worked on the regular shift in excess of the first two hours.

16.14 Transportation

Transportation will be provided to employees who are required to work other than their normal working hours when public or private transportation facilities are not available.

16.15 Contact While Off-Duty

It is recognized that there may be occasions that demand an employee be contacted during their off-duty time by the Employer or supervisory personnel or by subordinates who report directly to the employee. In such cases, the time so worked will be credited to the hours worked for those working a flexible schedule

or recognized as overtime for those employees not working a flexible schedule. In all such cases, it is understood that Clause 16.11 (Call-out) and 16.13 (Rest Interval) of the Master Agreement, Clause 7.02 of the Community Component Agreement and Clause 5.01 of the Hospital Component Agreement do not apply.

ARTICLE 17 - PAID STATUTORY HOLIDAYS

17.01 Designated Paid Holidays

The following have been designated as paid holidays:

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

Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

17.02 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

17.03 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, and the employee does not work the holiday, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provisions of this Clause:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

17.04 Holiday Falling on a Scheduled Work Day

- (a) An employee who works the majority of their shift on a designated holiday which is a scheduled work day shall be compensated at the rate of double-time in addition to their basic salary except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half in addition to their regular salary.
- (b) Employees shall have the option of taking the compensation of (a) above which is in excess of the basic salary in either cash or in time off in accordance with the provision of Article 26.

17.05 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.06 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

17.07 Shift Workers

For employees on a shift pattern where statutory holidays are already included in the total number of rest days for the year:

- (a) Clauses 17.03, 17.04 and 17.05 do not apply;

(b) An employee who works the majority of their shift on a designated holiday which is a scheduled work day shall be compensated at the rate of single time in addition to their basic salary except for Christmas and New Year's when the compensation shall be at the rate of time and one-half in addition to their regular salary.

Employees shall have the option of taking the compensation in excess of the basic salary in cash or in time off in accordance with the provisions of Article 26.

17.08 Conversion of Hours and Part-Time Entitlement

Statutory holidays and lieu days - Where an employee is granted a designated paid holiday pursuant to Article 17 or a lieu day pursuant to Clauses 17.03 or 17.04, the time off granted will be seven hours per day for the designated paid holiday or for the lieu day for a full-time employee and prorated, based on the following formula, for a part-time employee:

straight time hours worked in the previous 30 calendar days divided by the straight time hours of work of a full-time employee for the same 30 calendar day period.

ARTICLE 18 - ANNUAL VACATION

18.01 Entitlement

(a) (1) Each employee will earn annual vacation based on their years of continuous service with the Employer. A year of continuous service is defined as service performed from a given date in one month to the immediately preceding date 12 months later.

(2) Vacation Year - For the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

First Vacation Year - The first vacation year is the calendar year in which the employee's first anniversary falls.

Employees on vacation are not subject to recall to duty.

(b) Each employee will be entitled to receive an annual vacation as follows:

Vacation Year	Total Hourly Entitlement	Daily Equivalent	
		7 hr. shifts	7 1/2 hr. shifts
1	140	20	18.667
2	140	20	18.667
3	140	20	18.667
4	140	20	18.667
5	140	20	18.667
6	147	21	19.600
7	154	22	20.533
8	161	23	21.467
9	168	24	22.400
10	175	25	23.333
11	182	26	24.267
12	189	27	25.200
13	196	28	26.133
14	203	29	27.067
15	210	30	28.000
16	217	31	28.933
17	224	32	29.867
18	231	33	30.800
19	238	34	31.733
20	245	35	32.667

Where an employee's regularly scheduled work day is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

(c) (1) An employee who commences initial employment and who completes six months' service prior to the completion of the calendar year in which such service commenced would be entitled, subject to the scheduling of vacation, to take any earned vacation period prior to

January 31st of the following year and the provisions of Clause 18.01(a)(2) and (b) do not apply. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days vacation leave into their first vacation year.

(2) Subject to an employee's eligibility to carry over five days vacation leave into their first vacation year, any unused vacation earned during the first partial year will be paid to the employee on the last pay day of that year.

(3) Should an employee resign while being indebted to the Employer for vacation time taken, but not earned, the Employer shall take repayment from the employee's final cheque(s).

(d) An employee may carry over up to 10 days vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. The Employer may under special circumstances, i.e. extended trip, education, or compassionate grounds, permit an employee to take five extra days of vacation prior to entitlement.

(e) (1) Full-time employees working a partial year shall earn one-twelfth of the annual vacation entitlement for each month in which the employee has received at least 10 days' pay at the straight time rate.

(2) Regular part-time employees shall earn vacation credit on a pro rated basis calculated month by month, and shall be entitled to the same number of calendar days without recall to duty as regular full-time employees, as provided in Clauses 18.01(a) and 18.02.

(f) Employees who on December 31, 1974 had earned vacation credited to a frozen vacation bank shall have the option of cashing out such banked vacation time, subject to budgetary consideration.

18.02 Scheduling of Vacation

(a) Employees can take annual vacation during the entire calendar year. Unless stated otherwise in a Component Agreement, the following procedure will apply. Employees may submit their requests for vacations any time prior to October 1st of the current calendar year, the date when the formal notice for

vacation requests for the following calendar year is posted. All employee requests for vacation selection shall be completed by November 30th.

All employees must have exercised their seniority rights by November 30th. An employee who does not exercise their seniority rights by November 30th shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

The final date for posting the completed vacation schedule shall be December 31st of each calendar year.

(b) (1) An employee who splits their vacation shall not receive the choice of when they wish to take their subsequent portion of their vacation until all other employees in the unit or sub unit have made their choice.

(2) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.

(3) The provisions of sub-clause (2) do not prohibit an employee from adjoining the entitlement for two vacation years, subject to the provisions of Clause (d) herein, however in such case the provisions of sub-clause (2) do not apply to the vacation entitlement for the second vacation year.

(c) Once a vacation schedule has been posted it may only be changed by mutual consent.

(d) Seniority for vacation schedules is to be calculated on the basis of continuous service with the Government of British Columbia and not on the basis of classification seniority. The service seniority principle is to be followed at the sub unit level.

(e) The Employer will make every effort to ensure that vacation periods are granted in conjunction with rest days in order to ensure a maximum number of consecutive days' absence.

(f) Where vacation scheduling arrangements other than the foregoing may be more appropriate at a local level, the Employer and the Union may vary the vacation scheduling procedures.

18.03 Salary During Vacation Period

(a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position than their regular position for a majority of their regularly scheduled hours in the 60 working days preceding their vacation, in which case they shall receive the higher rate.

(b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing. Once per calendar year upon 30 days' written notice, a regular employee receiving a pay cheque as of November 25, 1997 shall be entitled to receive prior to commencement of a vacation a payroll advance equivalent to the amount of their regular pay cheque issued during the vacation period except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

18.04 Approved Leave of Absence With Pay During Vacation

When an employee is eligible for short-term illness and injury plan benefits, bereavement leave, or leave pursuant to Clause 20.04 (Leave for Court Appearances) or 20.08 (Civil Emergency) during their vacation period, there shall be no deduction from the vacation credits for such leaves. An employee who seeks to have their vacation displaced under this section must provide the Employer with the necessary substantiating documentation.

The period of vacation so displaced shall be taken at a mutually agreeable time. If not taken by March 31st of the following vacation year, it shall be paid in cash, unless carried over and taken in accordance with Clause 18.01(d).

18.05 Vacation Leave on Retirement

An employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act* or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.06 Separation Allowance

An employee leaving the Government Service without having received their annual vacation for that year shall be allowed pay in lieu of earned vacation at regular rate of pay.

ARTICLE 19 - ILLNESS, INJURY, REHABILITATION AND WORKERS COMPENSATION

19.01 Short-Term Illness and Injury and Long Term Disability

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed upon regulations as included in Appendix 3.

***19.02 Rehabilitation Committee**

(a) The Rehabilitation Committee shall review cases submitted to it concerning:

(1) Regular employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation.

(2) All employees who have become incapacitated through industrial injury or industrial illness.

(3) Employees requesting transfers on compassionate or medical grounds.

(b) The Committee shall consist of a **BCPSA Occupational Health Program** physician as chairperson and two members appointed by the Union and two members appointed by the Employer. Each Ministry's representative at the Committee meetings will be recognized as an Employer's representative to the Rehabilitation Committee for that Ministry.

(c) Following the review of the cases outlined in (a) above, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the BC Public Service Agency and/or the appropriate

Deputy Minister or their designee, in accordance with their agreed terms of reference.

(d) Where the Rehabilitation Committee is unable to decide upon recommendations for a particular case it shall be referred to the Bargaining Principals for final disposition.

19.03 Workers' Compensation

See Appendix 3

ARTICLE 20 - SPECIAL LEAVE

Definition

For the purposes of Article 20 "immediate family" means spouse, parent, child, brother, sister, father in-law, mother in-law including the father and mother of a same sex partner; or a relative who permanently resides in the employee's household or with whom the employee permanently resides.

***20.01 Bereavement Leave**

In the case of bereavement in the employee's immediate family, an employee, not on leave of absence without pay, shall be entitled to special leave without loss of basic pay, from date of death to and including the day of the funeral, with if necessary, a time allowance for return travelling. Further time may be granted at the Employer's discretion. Such leaves shall normally not exceed five working days. In the event of the death of a relative such as grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law the employee shall be entitled to special leave without loss of basic pay of up to one day for the purpose of attending the funeral. Other cases may be considered on their merit. For the purposes of this Clause only, "immediate family" shall include "grandchild" **and** "step-parent".

20.02 Leave for Professional Association/College Duties

(a) Elected or appointed officials shall be given leave of absence without pay in order to attend short monthly, special membership, or executive meetings of the professional association(s)/college(s). This will be determined by operational requirements, and local management receiving advance notice of

not less than 48 hours. The term "short" shall be deemed to apply to periods not exceeding 90 minutes.

(b) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the national professional association(s) or their successor organization(s). Time allotment shall be the number of days of the meeting and conference(s) plus reasonable travelling time. The employee will be entitled only to the time they actually require and may be required to substantiate their claim.

(c) Leave of absence without pay shall be granted to employees to attend the annual meeting and conferences of each of the provincial professional association(s)/college(s). Time allotment shall be the number of days of the annual meeting and conference(s) plus reasonable travelling time actually required. They may be required to substantiate claims.

(d) Leave of absence without pay shall be granted to employees for attendance at meetings of which the prime function it is to carry out the duties required by the legislation governing registered nurses and registered psychiatric nurses.

(e) Leave of absence without loss of basic pay shall be granted for attendance at professional meetings established by Ministry or at Employer direction.

(f) Employees who are elected to the board of their professional association/college will be granted time off without pay including reasonable travel time to attend regular or special meetings of their board.

(g) Leave of absence without pay shall be granted for attendance at other professional meetings not exceeding one week.

(h) Consideration of leaves requested under Clause 20.02 [(b) to (e) and (g)] shall be determined by operational requirements and the Employer receiving advance notice of not less than 96 hours.

***20.03 Union Business or Public Duties**

(a) Union business shall be considered good cause for leave of absence without pay and on at least five days notice in writing, on the approved form, to

the appropriate local management, leave of absence without pay shall be given to any designated employee or employees for the purpose of conducting Union business, subject to mutual agreement, if the Employer considers the numbers appointed to be excessive. The Employer may waive any portion of the notice period. Except under extenuating circumstances, such leave shall be limited to three months in any one year. The employee shall retain all benefits and security however, such leave will be without salary.

(b) Employees who are members of the Union's Negotiating Committee shall be granted leave of absence without loss of basic pay, including travelling time, in order to conduct negotiations. The provisions of Article 16 - Overtime, do not apply.

(c) Employees who are members of the Union's Negotiating Committee will be granted leave of absence without pay to attend preparatory negotiating meetings.

(d) Employees attending third party hearings at the request of the Union will be granted leave of absence without pay.

(e) The Employer shall grant, on written request, leave of absence without pay:

(1) for employees to seek election in the Municipal, Provincial, or Federal **or Aboriginal Community Government** Election;

(2) for employees elected for a full-time position with the Union, or any body with which the Union is affiliated, for a maximum period of five years;

(3) for employees elected to a public office for a maximum period of five years.

(f) To facilitate the administration of Clauses (a), (c), (d) when leave of absence without pay is granted, it shall be with pay, and the Union agrees to reimburse the Employer for the appropriate salary and benefit costs including travel time.

20.04 Leave for Court Appearances

- (a) The Employer shall grant leave without loss of basic pay to employees other than employees on leave without pay to serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

20.05 Reduction of Benefits

Employees on leave of absence with pay shall retain all benefits in their absence including, but not limited to, increment increases, educational bonus payment, paid vacation, holiday pay, all health and welfare benefits, classification and seniority, but not including shift differential, maximum security allowance, on-call payment, and/or overtime. Isolation allowance, special living allowance, and subsidized housing shall continue to apply providing the employee's home location remains unchanged. On return to active employment, leave time shall be counted as service time with the Employer.

20.06 Leave for Committee Meetings

Employees who are representatives of the Union serving on Standing Joint Committees, their subcommittees, or other Employer-Union committees called for in this or the Component Agreements, shall be granted leave without loss of basic

pay when attending such joint committee meetings. The Employer shall not bear the cost of expenses incurred by the Union's representatives.

20.07 Her Majesty's Forces

(a) Where an employee is required to take annual training with Her Majesty's reserve forces, special leave shall be granted without pay; provided, however, that where it is certified that the pay and allowances granted by Her Majesty's reserve forces are less than the remuneration ordinarily received from the Employer, the employee shall be paid the difference between the reserve forces pay and their Employer remuneration.

(b) Where an employee takes the annual reserve forces training during their annual vacation leave they shall, during such annual leave, be paid their full remuneration from the Employer in addition to any pay and allowances received from the reserve forces.

(c) Where an employee makes application to attend, as a delegate, meetings of service associations related to Her Majesty's Forces or the conference of the defence associations, special leave may be granted without pay; provided, however, that where it is certified that any pay and allowances received whilst attending the aforementioned meetings are less than the remuneration ordinarily received from the Employer, the employee may be paid the difference between such pay and allowances and their Employer remuneration.

(d) Where an employee makes application to take a prescribed course of training for the purpose of qualifying for a higher rank in the reserve forces special leave for the purpose may be granted; such special leave to be without pay.

(e) If an employee who was granted leave of absence for the purpose of enlisting with the forces of the Crown was discharged from the forces and immediately came under the jurisdiction of the Department of Veterans' Affairs, their leave of absence continues until their discharge from the care of the Department of Veterans' Affairs.

(f) Employees shall be granted leave of absence from the Employer in order to serve with Her Majesty's forces or with an allied force on active duty and shall on their return to the employ of the Employer return to their former classification and shall have all time served with the Armed Forces credited as if it were time served with the Employer.

20.08 Civil Emergency

Employees summoned to control a forest fire, flood, or other civil emergency will be retained on the payroll of the Employer and will receive the regular rate of pay for their working day position for a normal working day. If an employee is required to control a civil emergency beyond their normal working day they may be paid for the extra hours by the authority involved, such as the Forest Service, at regular rates. If an employee is on vacation with pay at the time of the summons to control a forest fire, flood, or other civil emergency, the number of days fighting such an emergency shall not be credited to their vacation leave provided that any remuneration other than overtime is turned over to the Employer and their vacation days shall be rescheduled to a mutually convenient time.

***20.09 Elections**

For the purpose of voting in a Federal, Provincial, Municipal **or Aboriginal Community Government** Election, whether such election be Province-wide, a by-election, or a referendum, employees eligible to vote shall be granted necessary time off without loss of pay of three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot. Employees who have a period of three or four consecutive hours, as applicable, off either prior to reporting to duty or after leaving duty shall not be entitled to such leave. Employees with less than three or four clear hours outside of working hours in which to vote shall be allowed the necessary time off duty so that three or four clear hours are available.

20.10 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances or for other valid reasons. Such requests are to be submitted in writing for approval by the Employer. Approval shall not be unjustly delayed or withheld. If leave is refused, reasons for the refusal shall be given to the employee in writing.

20.11 Household Emergency

Where there is a serious household or domestic emergency an employee shall be granted necessary time off without loss of basic pay, in order to make suitable

arrangements. Such leave will be limited to a maximum of one day at any one time, and on not more than three occasions per calendar year. The Employer may grant additional leave with or without pay, as the occasion merits. The employee may be required to provide supporting evidence under such circumstances.

20.12 Family Illness

An employee is entitled, after notifying their supervisor, to a maximum of two consecutive days at any one time to care for an ill member of the immediate family. The Employer reserves the right at any time to call for a report by a physician.

20.13 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for employees with dependent children (in need of medical and/or dental care) shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.15. "Medical and/or dental appointment" include only those services covered by the B.C. Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.15 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$350 (\$450 effective April 1, 2007, \$500 effective April 1, 2008) per calendar year.

(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.

(d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

(e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the \$350 (\$450 effective April 1, 2007; \$500 effective April 1, 2008) reimbursement, once per calendar year.

20.14 Special Leave

(a) An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

- (1) Attend wedding of employee's child - one day
- (2) Birth or adoption of the employee's child - two days
- (3) Moving household furniture and effects - one day
- (4) Attend funeral as pall-bearer or mourner - maximum one-half day
- (5) Attend their formal hearing to become a Canadian citizen - one day
- (6) Marriage of the employee - three days
- (7) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - one day per calendar year - this may be used in one-half shift increments
- (8) Court appearance for hearing of employee's child - one day
- (9) Child custody hearing - one day per calendar year

(b) Two weeks notice is required for leave under (a)(1), (3), (5) and (6).

(c) For the purpose of (a)(1), (3), (4), (5), (7), (8) and (9) leave with pay will be only for the work day on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (3) an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (3) on two occasions within the preceding 12 months.

20.15 Special Leave Limitation

(a) For leave provided in Clause 20.11 (Household Emergency), 20.12 (Family Illness), 20.13 (Leave for Medical and Dental Care) and 20.14 (Special Leave) the maximum length specified for each circumstance shall not be exceeded; however, a leave may be granted more than once for the same circumstance within a calendar year provided that the total of such leaves do not exceed 70 hours per calendar year, unless additional special leave is approved by the Employer.

(b) Regular part-time employees shall be entitled to leave with pay pursuant to Clauses 20.11, 20.12, 20.13, and 20.14 providing the total days on which leave is required does not exceed 10 working days per year. Pay for such day(s) where leave is required shall be on a pro-rata basis.

Examples:

(i) An employee on a 2:4 shift pattern where the normal shift pattern is 4:2 would be entitled to pay for each working day of special leave required up to 35 hours per year.

(ii) An employee working four hours per day in a unit whose normal shift is seven hours per day would be entitled to $\frac{4}{7}$ (.571) of a day's pay for each working day of special leave required up to 40 hours per year.

(iii) An employee who is scheduled to work 10 seven and one-half hour days per month would be entitled to pay for each working day of special leave required up to 32.18 ($10 \times \frac{70}{21.75}$) hours per year.

20.16 Service Breaks

Approved absences without pay shall not be considered breaks in service. This does not mean an employee will accumulate or accrue benefits as though they were working, but that they will maintain existing benefits already accrued.

Health and welfare benefits shall continue during such absences and the employee shall pay the full Employer and employee portions for each full calendar month(s) that the employee receives no salary payment.

20.17 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

20.18 Extended Child Care Leave

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.03(a), the following conditions shall apply:

- (a) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21 (Maternity/Parental/Adoption) leave.
- (b) The combined length of leaves under this Clause and under Article 21 shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 21.08(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.09.
- (d) Upon return to work from this leave, the employee shall be placed in their former classification.

20.19 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.03(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

ARTICLE 21 - MATERNITY/PARENTAL/ADOPTION LEAVE

***21.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to **17** weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 21.03 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

***21.02 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to **37** consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, **they shall each qualify for up to 37 weeks of parental leave.**
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.01 or 21.03;
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.
 - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must **begin** within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

***21.03 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 21.01 and 21.02 is limited to 52 weeks.

***21.04 Benefit Waiting Period Allowance**

An employee who qualifies for and takes leave pursuant to **21.01 or 21.02 and is required by Employment Insurance to serve a two week waiting period for Employment Insurance Maternity/Parental benefits**, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

21.05 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 21.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

***21.06 Parental Leave Allowance**

(a) An employee who qualifies for parental leave pursuant to Clause 21.02, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan¹. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

¹ The Parental Leave and Allowance provisions apply to all births and adoptions that occurred on or after December 31, 2000.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. **Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave allowance between them.**

21.07 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre-placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country, including travel, for a international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren).

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

21.08 Benefits Continuation

(a) For leaves taken pursuant to Clauses 21.01, 21.02, and 21.07, the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.09 or fail to remain in the employ of the

Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro-rata basis.

21.09 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.01, 21.02, or 21.07 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 – Maternity, Parental and Pre-Adoption Leave or Clause 20.18 or if they do not return to work after having given such advice.

21.10 Entitlements Upon Return to Work

(a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position within their classification without loss of benefits.

(c) Notwithstanding Clauses 18.01(e) and 18.01(d) vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.01 providing:

(1) the employee returns to work for a period of not less than six months; and

(2) the employee has not received parental allowance pursuant to 21.06; and

(3) the employee was employed prior to March 28 2001.

Notwithstanding Clause 18.01(d) vacation earned pursuant to this Clause may be carried over to the following year or be paid out, at the employee's option.

(d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the

employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

21.11 Maternity and/or Parental Leave and/or Pre-Adoption Leave Allowance Repayment

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clauses 21.04, 21.05, 21.06 and/or 21.07, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.04, 21.05, 21.06, and/or 21.07 above on a pro-rata basis.

21.12 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 21.04, 21.05 and/or 21.06 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.01 Copies of Regulations

The Employer agrees to ensure that copies of current WCB Regulations are available in each workplace and readily accessible to all employees.

22.02 Safe Workplace

Consistent with the provisions of the Occupational Health and Safety Regulations:

(a) No employee shall be required or expected to lift any patient without assistance, if in the opinion of the employee, the weight of the patient is excessive.

(b) The Parties will instruct their representatives on Local Occupational Health and Safety Committees to review the matter of employee safety while travelling to or from their workplace. The Committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the Committees shall make recommendations to either manage or avoid the risk.

22.03 Right to Refuse Unsafe Work

(a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

(b) No employee shall be subject to disciplinary action because they have acted in compliance with (a) above and 3.12 of the OH&S regulations. OH&S regulation 3.12 is attached as Information Appendix D.

22.04 Communicable Disease

(a) It is agreed that:

(1) there be active promotion for communicable disease control information, in particular Hepatitis B prevention and protocol, in individual workplaces.

(2) specifically, written information in addition to formal presentations utilizing guest speakers and audio visual materials, as appropriate should be provided.

(3) Local Occupational Health and Safety Committees should coordinate these activities. Materials should be obtained directly from the Director of Epidemiology, Preventive Services, Ministry of Health.

(b) Voluntary Hepatitis B immunization shall be provided by the Employer free of charge to the employees.

22.05 Occupational Health and Safety Committees

(a) The Employer and the Union agree to establish Occupational Health and Safety Committees (OH&S) at all facilities. The composition will be

determined locally through management and stewards. When such committees are formed, they may encompass the employees of more than one bargaining unit. These committees will meet at least monthly, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the OH&S Committees shall be sent to the Union and the Employer.

(b) Employees who are representatives of the Committee shall be entitled to attend meetings of the Committee and perform job site inspections and accident investigations in accordance with WCB Regulations, and shall not suffer any loss of basic pay for the time spent.

(c) In areas where worksite inspections involve considerable travel, each worksite shall submit regular safety reports to the Committee and inspections shall be carried out when feasible or where considered necessary by a majority of the Committee.

(d) Committee business and meetings shall be scheduled during normal working hours whenever practicable. Time spent by employees attending Committee meetings or business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

22.06 Disagreement Over Recommendations

When a disagreement over unsafe working conditions is referred to the OH&S Committee, the Committee shall investigate the matter of disagreement and make its recommendations to the Employer and the Union.

22.07 Injury Pay Provisions

An employee who is injured on the job during working hours, or during a meal break while on or adjacent to the Employer's premises, and is required to leave for treatment or is sent home for such injury, shall receive payment for remainder of the shift.

22.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.09 Northern and Isolated Areas

Deleted Date of Signing of Twelfth Master Agreement.

Should the Employer in the future, employ employees in northern and isolated areas, Clause 22.09 of the Eleventh Master Agreement shall apply to such employees.

22.10 Provincial Joint Occupational Health and Safety Committee

There shall be established a Joint Committee composed of four representatives of the Employer and four representatives of the British Columbia Nurses' Union. Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Committee's responsibilities will be:

- (a) To review reports on matters referred by Occupational Health and Safety Committees or by Ministry Joint Committees and make recommendations to the bargaining principals regarding occupational health and safety matters;
- (b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members; and
- (c) To jointly develop a new or approve an existing training package on risk assessment of violence in the workplace.

22.11 Strain Injury Prevention

- (a) The Parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illness which are work related.
- (b) Local Occupational Health and Safety Committees shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
 - (i) the work methods and practices
 - (ii) the layout and condition of the workplace and workstation
 - (iii) the characteristics of objects or equipment handled
 - (iv) the environmental conditions
 - (v) the physical demands of work

in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplace or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

22.12 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:

Level 3 Occupational First Aid Certificate

Per biweekly period

\$55..... effective March 29, 2009

or per month

\$119..... effective March 29, 2009

Level 2 Occupational First Aid Certificate

Per biweekly period

\$43..... effective March 29, 2009

or per month

\$93..... effective March 29, 2009

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by 70; however, no

employee shall receive more than the monthly allowance for the Level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 work days in any month, they shall receive the full monthly allowance.

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), a Union representative at the worksite will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.01.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

22.13 Violence In The Workplace

The Employer and the Union recognize the need for a safe working environment free of violence or threats of violence. Violence is defined as the attempted or actual exercise by a person of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that they are at risk of injury. The Employer will implement a prevention program which includes, but is not limited to, the following elements:

(a) The Employer will conduct regular risk assessments in accordance with OH&S Regulation 4.28 and the handbook “Preventing Workplace Violence: A Guide for the B.C. Public Service”. Should the Union notify the Employer of its concern for the safety of any worksite due to the potential of violence, the Employer will conduct a timely risk assessment to determine whether there is a risk of injury to employees.

(b) Where a risk of injury is identified from a violence risk assessment, the Employer will, in consultation with the Union, establish on a timely basis, policies, procedures and work environment arrangements to eliminate, or if that is not possible, to minimize the risk to employees. Such initiatives shall include:

(1) training of employees in the means for the recognition of the potential for violence and in the appropriate means of protecting themselves from violence;

(2) policies, procedures, documentation and work environment measures to minimize or control the risk to employees from violence including policies and procedures for protection of employees who may be required to work alone, and this information will be made available to staff;

- (3) policies and procedures for the reporting and investigation of incidents and corrective action in accordance with OH&S Regulation Section 2 and 3 and Division 10 of the *Workers' Compensation Act*.
- (c) Subject to statutory limitation, employees shall be informed concerning the potential for violence from a client, a person in care or custody, or another member of the public, where such a person is known to have a history of violence.
- (d) Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate measures to protect employees shall be implemented.
- (e) When an employee has suffered as a result of violence, if a UPN member, the Local President or designate or head steward of the UPN, or if a BCNU member, the chief steward or designate of the BCNU, and the appropriate Union, shall be notified as soon as is reasonably possible.
- (f) Immediate critical incident stress debriefing and post traumatic counseling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counseling sessions will be without loss of pay. The steward referred to in (e) and the Union office will be notified by the Employer where an employee is referred for such debriefing or counselling.

22.14 Investigation of Accidents

- (a) Consistent with Part 3, Division 10 of the *Workers' Compensation Act*, all accidents shall be investigated jointly by at least one representative designated by the Union and one representative designated by the Employer.
- (b) Reports shall be submitted on the appropriate accident investigation form and copies sent to the designates from the Union and the Employer; the Occupational Health and Safety Committee; and the Workers' Compensation Board. Nothing in this Clause restricts the right of the Employer to require the Employer representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.
- (c) In the event of a fatality, the ministry shall immediately notify the President of the UPN or the BCNU, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

ARTICLE 23 - EDUCATION POLICY

The Employer and the Union agree that one of the means of improving the quality of nursing care and the delivery of health-care services is to provide opportunities for nurses to acquire, and put into practice, knowledge and skills essential to this end. The Employer and the Union also recognize that the responsibility for continuing education of nurses is shared by the individual nurse, the professional organization, the Employer, education institutions, and health-care agencies.

23.01 Educational Leave and Assistance

- (a) Requests for educational assistance will only be considered from regular employees who have completed their probationary period.
- (b) The Employer may grant educational assistance in the form of leave (with or without pay), tuition fees, expenses and/or any other monetary aid, for education programs, courses, workshops and/or seminars. At no time, however, will the amount paid in salary together with any additional funding in the form of scholarships, bursaries, grants, etc., exceed 100% of the employee's normal basic salary. This is exclusive of tuition fees and other expenses which may be paid or shared by the Employer and of monies paid to the employee to provide for additional expenses for approved research or relevant courses.
- (c) The duration of education leave granted to employees to take advanced or special training beneficial to both the Employer and the employee, may be for varying periods of up to one year. Under special circumstances, this leave may be renewed but only when the applicant shows evidence of satisfactory progress in this course during the initial leave period.
- (d)
 - (1) Applications for educational leave for periods of four months or longer must be submitted to the Employer at least two months prior to the beginning of the requested leave period.
 - (2) Applications for educational leave for periods of less than four months should be submitted to the Employer with as much lead time as practical.

(e) An eligible employee with three or more years of continuous service with the Employer may be granted sabbatical leave with full or partial pay or without pay, for a period of time approved by the Employer. During the sabbatical leave it would be the obligation of the nurse to attend continuing education programs, a research project, visit other facilities, interview leaders in the health field, donate work to a community agency, or any other legitimate task which would benefit the nurse's development.

If an employee has received financial assistance from the Employer, it would be the obligation of the employee, if requested by the Employer, to pass on this information and new knowledge to their co-workers through programs of in-service education.

(f) (1) An employee shall be granted leave without loss of basic pay to take courses at the request of the Employer. The Employer shall bear the full cost of the courses and related expenses.

(2) An employee shall be granted leave with pay to take courses at the direction of the Employer. The Employer shall bear the full cost of the courses and related expenses.

(g) Costs related to the basic preparation and training required for registration as a Registered Nurse or Registered Psychiatric Nurse shall be the responsibility of the individual employee.

(h) When requests for education leave are considered, an endeavour will be made to provide equalized opportunities to select courses for eligible employees in smaller communities within the Province and may include leave of absence without loss of pay, travel expenses and costs associated with smaller population centres.

(i) (1) An employee granted educational leave with full or partial pay shall be required to sign a statement stating that, on the completion of the leave they will remain in the service of the Employer for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic salary.

(2) Should they leave the service of the Employer before this period expires they shall refund to the Employer the total cost of their training, including allowance and expenses on a pro rata basis.

- (3) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training they will remain in the service of the Employer for a period equivalent to the leave granted, or refund any financial assistance granted under this section on a pro rata basis.
- (j) Employees required to write an examination leading toward a degree, certificate, or diploma relevant to nursing shall be granted the full day(s) of the examination(s) plus necessary travelling time without loss of basic pay.

23.02 Joint Education Committee and Jurisdiction

- (a) A joint Education Committee shall be constituted consisting of four representatives, two appointed by the Union, two appointed by the Employer and a Chair.
- (b) The Chair shall be appointed by the four representatives of the parties. If the representatives are unable to agree on an appointment within 30 days following the signing of this Agreement, either party may request the Director of the Collective Agreement Arbitration Bureau of the Labour Relations Board to appoint a Chair.
- (c) The Committee shall meet as required.
- (d) The Chair shall have the power to decide whether or not any matter under Clauses 23.01 or 23.04 presented by a party is properly for consideration by the Committee.
- (e) The role of the Committee shall be to review and adjudicate disputes with respect to requests for educational assistance in the form of leave (with or without pay), tuition fees, or other monetary aid.

In reviewing and/or adjudicating disputes with regard to this Article, consideration shall be given to the following:

- (i) operational requirements;
- (ii) budget constraints;
- (iii) the best interests of the employee;
- (iv) the best interests of the Public Service.

- (f) The Chair shall be paid one-half by the Union and one-half by the Employer. Each party shall pay the fees and expenses of its representatives.
- (g) If the Chair should resign or be unable to act, a new Chair shall be appointed in the manner provided in (b) above.

23.03 Ancillary Bonuses

A nurse who acquires and maintains registration under both the *Health Professions Act* and the *Nurses (Registered) Act* shall receive an allowance of \$23 per bi-weekly period.

23.04 Academic Bonuses

The following bonuses will be paid for the acquisition of the following academic qualifications:

- (a) A regular employee who has received a Baccalaureate degree in Nursing from a recognized university in Canada or the United States will receive an additional \$46 bi-weekly.
- (b) A regular employee who has received a Master's degree in Nursing from a recognized university in Canada or the United States will receive an additional \$57.49 bi-weekly.
- (c) A regular employee who has received a Baccalaureate degree with major in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional \$46 bi-weekly.
- (d) A regular employee who has received a Master's degree in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional \$57.49 bi-weekly.
- (e) CNA/CHA Certification in Nursing Administration, BCHA/BCIT Certificate in Nursing Administration, BCHA/BCIT Certificate in Health Care Management, CHA Certificate in Departmental Management:

\$11.50 bi-weekly

(f) Successful completion of a post graduate certificate or diploma program of a minimum of one academic year (eight months) or its equivalent from a recognized college or similar educational facility in Canada or the United States, the content of which is related to nursing practice or to the supervision of nurses:

\$23 bi-weekly

(g) A certificate, diploma or degree substantially similar in content to (c), (d), (e) and (f) above, granted by an educational facility outside Canada or the United States, at the rate equivalent to the appropriate analogous qualification listed above.

(h) These bonuses are not cumulative; the amount shown against the highest qualification will be paid where an employee has more than one such qualification.

(i) Disputes with respect to the application of this Article shall be submitted to the Committee constituted under Clause 23.02 above, which shall determine whether or not the disputed bonus is payable. Such disputes may be referred to the Committee for determination only after Step 2 of the grievance procedure has been exhausted.

ARTICLE 24 - NO EMPLOYEE LIABILITY

24.01 Actions of Patients

(a) When, in the proper performance of their duties, employees are supervising patients participating in authorized activities or programmes, such employees shall not be held responsible for acts committed by such patients.

(b) When employees transport patients in their own or Employer vehicles in the proper performance of their duties, such employees shall not be held responsible for acts committed by such patients.

24.02 Personal Property Damage

- (a) Upon submission of reasonable proof, the Employer will repair or replace employee's chattels damaged while on duty by the actions of a patient, provided such personal property be articles of a type suitable for use or wear while on duty.
- (b) Upon submission of reasonable proof of damage by any patient to an employee's property the Employer will repair or indemnify.

ARTICLE 25 - HEALTH AND WELFARE

25.01 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the Public Service Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

***25.02 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. Employees shall be able to obtain details of the Extended Health Care Plan benefits, upon request, from their local human resource office.

The health care plan will be amended as follows:

- 1) Effective April 1, 2010 the lifetime maximum for extended health care benefits will be increased from \$100,000 to \$250,000.**
- 2) Effective May 1, 2010:**
 - Massage therapy will be capped at \$750 per annum, per person.**
- 3) Effective January 1, 2011:**
 - The annual deductible for extended health care benefits will be increased from \$65 to \$80.**
 - Claims for reimbursement for hearing aids will be increased to \$1,500 per year per person.**
 - Paramedical – 80% of the \$10 visit fee for the first eight visits; 80% reimbursement of the full amount payable after eight visits.**

25.03 Dental Plan

(a) The Employer shall pay the premium for employees entitled to coverage under a mutually acceptable dental plan which provides:

Part A - 100% coverage

Part B - 65% coverage

Part C - 55% coverage

(b) Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

25.04 Group Life

(a) Employees shall, as a condition of employment, enroll in the group life plan of (b) below and shall complete the appropriate payroll deduction authorization form.

(b) For those regular employees hired on or after May 1, 1990 and any auxiliary who, on or after May 1, 1990, qualifies for Clause 25.04, the Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$80,000.

The Employer shall pay 100% of the premium as set out above and the employee shall pay the premium for any insurance over the base minimum.

(c) For those employees enrolled in the Group Life Plan under Clause 25.04 prior to May 1, 1990, the Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a \$40,000 minimum. The Employer shall pay 100% for the premium on the \$40,000 base and the employee shall pay the premium for any insurance over \$40,000.

In lieu of this provision, any such employee may opt, in writing, to be covered by the provision of (b) above. Should such an option be exercised, that employee shall not be entitled to the provision of Clause 27.20 of this Agreement and the exercising of the option is irreversible.

(d) The group life plan of (b) and (c) above shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet -
the principal sum
- (2) loss of sight of both eyes -
the principal sum
- (3) loss of one hand and one foot -
the principal sum
- (4) loss of one hand or one foot -
and sight of one eye
the principal sum
- (5) loss of one hand or one foot -
one-half the principal sum
- (6) loss of sight of one eye -
one-half the principal sum

(e) The Employer will implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix F.

25.05 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of the Government, regular and auxiliary employees shall be covered by the terms and conditions of the Government blanket insurance policy.

(b) The amounts specified in the policy shall be paid to employees in the case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not

covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

25.06 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 3 Section 1.04.

25.07 Employment Insurance

Employment insurance coverage will be provided during the life of this Agreement for employees who would, if employed by a private employer, be eligible for coverage under the provisions of the *Employment Insurance Act*.

25.08 Employee and Family Assistance Program

The Employee and Family Assistance Program shall be the Program which is negotiated for the majority of unionized employees in the Public Service of British Columbia.

ARTICLE 26 - ACCUMULATION OF TIME

26.01 Compensation for Statutory Holidays, Overtime and Standby

(a) Wherever in this Agreement or in the Component Agreements there are provisions made for compensation for statutory holidays, overtime, or standby, the employee may elect (subject to the other provisions of this Article) to receive that portion of the compensation which is in excess of basic salary, as cash or as time off.

(b) When an employee elects to take such compensation as time off, the employee may accumulate such time so that on any given date the employee may have an accumulation of not exceeding ten days.

(c) An employee may elect at any time upon reasonable notice to convert their accumulation of time or a portion thereof to cash.

(d) An employee may elect to take their accumulated time or a portion thereof at a mutually agreed time.

(e) Notwithstanding (b) above the Bargaining Principals may agree that the ten day maximum accumulation may be exceeded for a specified time limited period and for a specified group of employees. Any such agreement must be in writing.

26.02 Compensation for Surplus Time

An employee shall be entitled to take the earned surplus time, not required to be scheduled, referred to in Clause 3.05 of the Hospital Component Agreement (i.e., 4:2 10 days and 5:2 5 days) as cash or time off at their option. The scheduling of such time off shall be by mutual agreement at the local level subject to operational requirements. Such surplus taken in cash shall not be counted as part of the annual working hours. Such earned time off shall form part of the accumulation provided in Clause 26.01 above.

26.03 Requests for Time Off Procedures

(a) Where deemed appropriate by the parties at the local level, each worksite shall develop a procedure detailing when employees can apply for time off under this Article. Proposals to develop such a procedure shall be reasonably considered by the Employer. Such procedures shall be mutually agreed upon by the Employer and the Local Union. Mutual agreement shall not be unreasonably withheld.

(b) The procedure in (a) above will set reasonable timeframes for when employees can apply for time off and the Employer will grant requests in a timely manner.

(c) All requests must be submitted on the approved request form.

(d) Requests for time off will be granted on a first come first serve basis. However, should more than one employee on a unit submit a request for the same days off, and the request forms are submitted on the same day, the most senior employee will be given preference.

(e) There shall be no restriction on requests for time off as long as the operational requirements of the unit are met.

ARTICLE 27 - PAYMENT OF SALARIES AND ALLOWANCES

27.01 Salaries

- (a) The salaries shall be in accordance with those rates negotiated by the parties and recorded in Appendix 6 of this Agreement.
- (b) Former employees who were employed on the effective date of a salary or allowance increase shall receive full retroactivity upon written request to their payroll office.

27.02 Pay Period

- (a)
 - (1) Employees shall be paid bi-weekly on every second Friday, or, when a paid holiday falls on a pay day, the immediate preceding banking day.
 - (2) Except when an employee is terminating their services or being terminated, if an employee's pay cheque or direct deposit is for an amount in excess of their entitlement, they shall nevertheless receive the pay, and the adjustments will be made on a subsequent pay day. The employee will not be expected to suffer a delay in receiving pay while adjustments are being made.
 - (3) If the employee's pay cheque or direct deposit is not available on the pay day, the Employer shall arrange for the employee to be provided, on the same day, with a pay advance in the amount required to make up the employee's full entitlement to their basic pay.
 - (4) If the employee's pay cheque or direct deposit is short of basic pay, the Employer shall, upon the employee's request, arrange for the employee to be provided with an advance in the amount required to make up the employee's full entitlement to their basic pay. Such advance shall be provided not later than eight days after the pay period in which the basic pay was due.
- (b) Employees working shifts shall receive pay cheques in accordance with the following:
 - (1) day shift - on the pay day

- (2) afternoon shift - coming off the shift prior to the pay day
- (3) night shift - coming off the shift the morning of the pay day
- (c) When a pay day falls on an employee's rest day, the Employer agrees to issue the employee's pay cheques on the last shift worked prior to the pay day, provided the cheque is available. No employee shall deposit or cash such cheque prior to the pay day.
- (d) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating financial institution of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except as follows:
 - (1) where access to a financial institution with capability of accepting direct deposit is not available; or
 - (2) where an employee who, at November 25, 1997, had previously opted to receive their pay by cheque.
- (e) Auxiliary employees shall receive their pay cheque no later than the pay day at the end of the bi-weekly pay period immediately following the bi-weekly pay period in which the pay was earned.
- (f) All premiums and allowances payable shall be paid no later than the pay day at the end of the second bi-weekly pay period after the pay period in which the premium was earned.
- (g) A comprehensive statement detailing all payments, allowances and deductions shall be provided for each pay period.

27.03 Increment Dates

- (a) The increment date for a full-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period after the employee's anniversary date of appointment. Effective January 1, 2003, the increment date will be the first day of the pay period 18 months after the employee's date of appointment.

(b) The increment date for a part-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period after the completion of 1750 regular working hours (effective January 1, 2003 - 2625 hours) after their date of appointment or date they received their previous increment. Regular working hours are defined as non-overtime hours.

(c) For the purpose of 27.03(a) and (b), up to 875 regular working hours paid as an Interim Permit Nurse will count towards the completion of 2625 regular working hours required for an increment at the Nurse 4 level, provided the 875 hours are also worked with the Employer.

(d) A leave of absence without pay, other than union, maternity, adoption, parental or education leave, for more than 30 days which occurs prior to an employee's anniversary date will defer the increment and the employee's anniversary date will be adjusted by a time period equivalent to the period of leave of absence. This date will become the employee's new anniversary date for increment purposes.

27.04 Increments - Eligibility

Increments for employees eligible pursuant to Clause 27.03 shall be one full step in the appropriate salary range specified in Appendix 6.

27.05 In-hiring Rates of Pay

(a) The in-hiring rates of pay for new employees without previous experience other than student time shall always be at the minimum rates in the pay plan provided in Appendix 6.

(b) Where a new employee to the Public Service is employed for a regular or an auxiliary position, salary recognition of one annual increment for every one year's experience shall be granted for relevant nursing experience as determined by the Employer, provided not more than two years have elapsed since such experience was obtained.

Effective January 1, 2003, salary recognition of one increment step for every eighteen months experience shall be granted for relevant nursing experience as determined by the Employer, provided not more than two years have elapsed since such experience was obtained.

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

(c) Notwithstanding (a) and (b) above:

Nurses previously employed by a general hospital, Regional Health Authority, the Provincial Health Authority or by a society funded directly or indirectly by the Provincial Government who within 90 days of termination of employment receive an appointment to a regular position in this bargaining unit, and whose previously held position is deemed by the Employer to be commensurate with the new appointment, shall be placed on the step of the salary scale nearest to, but not greater than, their previous salary; otherwise, their commencing salary shall be in accordance with the provisions of (a) and (b) above.

27.06 Salary on Promotion or Reclassification

When an employee is promoted or reclassified to a higher paying position, the employee will receive the rate corresponding to the step in the new level that is nearest to 8% above the employee's former salary or the minimum of the new salary level, whichever is greater, but not more than the top step of the new level.

27.07 Salary on Demotion

(a) An employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee, including a reclassification or placement pursuant to Article 13. The employee shall remain at their current salary until the salary in the new classification attains that level, after which the employee will be entitled to regular salary increases, if any.

(b) When an employee is demoted to a lower classification for reasons other than (a) above, the reduction in salary will be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the salary on demotion shall be the maximum salary of the lower position.

27.08 Temporary Substitution

(a) Employees who are designated to accept the principal responsibilities of a higher paying position shall receive substitution pay corresponding to the step of the level of the position being substituted to that is nearest to 8% above the employee's current salary or the minimum of the level being substituted to, whichever is greater, but not more than the top of the salary range of the position being substituted to.

(b) Should the Employer decide to fill a temporarily vacant, higher paying position, designation shall be made according to classification seniority within the unit or sub unit always provided the designated employee is able or is reasonably anticipated to be able to perform the duties of the higher paying position in a satisfactory and efficient manner.

(c) (1) Where an employee has temporarily assumed the responsibilities of a higher paying position as described above, either by designation or at the request or with the consent of the Employer for a shift or longer, the employee shall be considered as designated as a temporary substitute and shall be paid as such from and including the first such shift of assumption of responsibilities.

(2) An employee shall receive the substitution rate of pay for a designated paid holiday, and for leave under Clauses 20.01 (Bereavement Leave) and 20.14 (Special Leave) if they have worked the majority of the 60 work days preceding the holiday or leave at the substitution rate of pay.

(d) Subject to (e) below, substitution pay is not payable when an employee's current position normally requires periodic substitution in the higher position as defined in the classification grade descriptors.

(e) Where the classification grade descriptors requires periodic substitution:

(1) substitution pay shall not be payable for periods of substitution of 16 consecutive shifts or less in the higher position;

(2) substitution in excess of the 16 consecutive shifts shall be payable from the commencement of the first shift of substitution;

(3) substitution is not payable for any period of substitution during vacation relief in the higher position.

(f) An employee who is temporarily detailed to carry out the duties incidental to a position which is lower paid than the position which they normally hold shall be paid their normal salary.

(g) Employees substituting in excluded positions shall retain the advantages and be bound by the terms and conditions of employment as provided in this Agreement; subject, however, that they will be required to carry out all the functions and duties of the excluded positions.

(h) The Employer will send to the Union a list (and subsequent amendments) of persons with the authority to designate employees to substitute.

27.09 Temporary Appointments

When it is determined that a temporary appointment is to be used to fill a position then such a temporary appointment will be in accordance with directives established under the *Public Service Act*.

27.10 Vehicle Allowance

(a) Vehicle allowances for all distances travelled on government business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover the distance to and from the employee's place of residence up to a total maximum of 32 kilometers, only when the employee is required to have their vehicle at work for use in the performance of their duties. The vehicle allowance shall be

50¢ per km effective March 29, 2009.

(b) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

27.11 Meal Allowance

Employees on travel status away from their headquarters shall be entitled to meal allowance for the time spent away from headquarters.

Meal Allowance shall be:

	Effective Mar 29/09
Breakfast	\$11.50
Lunch	\$13.25
Dinner	\$22.25

27.12 Return to Higher-Paid Classification

When an employee returns to a higher previously held classification within one year of vacating a position at that classification level they shall return to the step in the higher grade which they enjoyed at the time of vacating their former position.

This provision does not apply to employees who had left the service of the Employer.

27.13 Accommodation, Board and Lodging Allowance

- (a) Accommodation, board and lodging allowance for employees required to work away from their headquarters shall be paid in accordance with regulations pursuant to the Treasury Board Order respecting Board and Lodging and Relocation Expenses.
- (b) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.
- (c) Employees on travel status who stay in non-commercial lodging shall be entitled to claim \$30 per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

27.14 Standby Provisions

Where regular employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated in the proportion of one shift for each 24 hours standing by. An employee designated for standby shall be available during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this Clause do not apply to part-time employees who are not assigned a regular working schedule. It is not the policy of the Employer to have employees on standby duties during Statutory Holidays.

27.15 Retirement Allowance

Upon retirement from service, an employee who has completed 20 years of service, and who under the provisions of the *Pension (Public Service) Act* is entitled to receive a pension benefit on such retirement, is entitled to an amount to be paid out of the Consolidated Revenue Fund equal to their salary for one month, and for each full year of service exceeding 20 years, but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

For purposes of this Article, one month's salary is:

$$\frac{\text{bi-weekly salary} \times 26.0893}{12}$$

27.16 Pre-retirement Leave

(a) An employee scheduled to retire and to receive a pension benefit under the *Pension (Public Service) Act*, or who has reached the mandatory retiring age, shall be entitled to:

(1) a special paid leave for a period equivalent to 50% of their accumulated sick leave credit, to be taken immediately prior to retirement; or

- (2) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick leave credit, to be paid immediately prior to retirement and based upon their current rate of pay.
- (b) Sick leave credit for the purpose of this Clause means credit accumulated prior to December 31, 1979, which has not been utilized prior to retirement.

27.17 Relocation Expenses

Employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with the relocation regulations of the Treasury Board Order respecting Board and Lodging and Relocation Expenses and as contained in Memorandum of Understanding #20.

27.18 Isolation and Vacation Transportation Subsidy Allowance

Deleted date of signing of Twelfth Master Agreement.

Should the Employer in the future, employ employees in northern and isolated areas, Clause 27.18 of the Eleventh Master Agreement shall apply to such employees.

27.19 Special Vacation Transportation Subsidy for Severely Isolated Locations

Deleted date of signing of Tenth Master Agreement.

27.20 Death Benefit

- (a) When an employee dies, the period for which salary shall be paid during the month in which death occurred shall be deemed to be the full month.
- (b) Payment shall be made to the spouse or the estate for vacation leave accrued by the deceased employee to date of death.
- (c) Where an employee dies while in the Public Service, the following amounts shall be paid to the dependent or dependents, to be determined by the Commission, of the employee:

- (1) If the employee has completed one continuous year in the Public Service, one month's salary.
- (2) If the employee has completed two continuous years in the Public Service, two months' salary.
- (3) If the employee has completed three continuous years in the Public Service, three months' salary.
- (4) If the employee has completed four continuous years in the Public Service, four months' salary.
- (5) If the employee has completed five continuous years in the Public Service, five months' salary.
- (6) If the employee has completed six or more continuous years in the Public Service, six months' salary.

For purposes of this Article, one month's salary is:

$$\frac{\text{bi-weekly salary} \times 26.0893}{12}$$

- (d) This provision applies only to those employees employed prior to May 1, 1990 and who are enrolled in the group life plan of Clause 25.04(c).

27.21 Formula for Hourly, Daily and Partial Month Calculations

The formula for paying bi-weekly or hourly rates, allowances or premiums is as follows:

$\frac{\text{Annual Rate}}{26.0893}$	=bi-weekly rate
$\frac{\text{Monthly Rate} \times 12}{26.0893}$	=bi-weekly rate
$\frac{\text{Bi-weekly rate}}{70}$	=hourly rate

The daily rate shall be determined by multiplying the number of regular scheduled hours in the employee's day shift by the hourly rate.

For the purposes of converting a bi-weekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Bi-weekly rate} \times 26.0893}{12}$$

When an Article has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period pay day to the specified date.

27.22 Child Care Expenses

(a) Where an employee is requested or required by the Employer to attend:

(1) Employer endorsed education, training and career development activities, or

(2) Employer sponsored activities

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to \$60 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

27.23 Travel Expense Reimbursement

The Employer shall provide for the direct deposit (electronic funds transfer) of travel expense reimbursement in a participating chartered bank, trust company or credit union of the employee's choice. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

It is understood and agreed that the terms of section 12(d) of the *Public Service Labour Relations Act* and section 25(1)(f) of the *Public Service Act* override and take precedence over the terms of any and all clauses of this Article.

28.01 Classification Grade Descriptors

The Employer agrees to supply the Union Bargaining Principals with the grade descriptors of those classifications in the bargaining unit specified within subsection 4(a) of the *Public Service Labour Relations Act*.

28.02 Job Evaluation Plan

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.
- (b) To facilitate the orderly introduction or change in job evaluation plans, the Joint Classification Committee shall consist of an equal number of representatives from the Employer and the Union.
- (c) The Committee shall formulate the job evaluation plans used as a means to establish classification systems in the two components within the Nurses' Bargaining Unit and shall make a joint recommendation to the Bargaining Principals for ratification.
- (d) The Committee may direct the formation and establish the terms of reference to subcommittees to undertake the mechanics of any study approved by this committee.

- (e) Introduction and establishment of mutually agreed upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Clause 28.03.

28.03 New Classifications or Proposed Changes in Existing Classifications

- (a) Where a new classification covered by this Agreement is introduced, or where the BC Public Service Agency (BCPSA) proposes changes to existing classification standards, the BCPSA shall inform the Union in writing of such proposals. The rate of pay and the placement of a new or substantially altered classification in a component shall be negotiated between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay and/or the placement in a component for the new or substantially altered classification, within 10 days of their first meetings, or such other period as agreed by the parties, the Employer may implement the new or substantially altered classification and attach a salary.
- (c) The Union may then refer the matter within 30 days to a special arbitrator agreed by the parties who shall determine the new rate of pay.
- (d) The new rate of pay and/or placement in a component shall become effective on the date agreed to by the parties or the date set by the arbitrator but, in any event not earlier than the date of implementation.

28.04 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this Clause and shall not be considered a grievance under Article 8.

(a) Step 1

- (i) If an employee believes that the position they occupy is improperly classified, they may discuss their duties and responsibilities with their immediate supervisor.
- (ii) The Employer's designate shall, upon request and within 40 days after the request, provide the employee with a written job description

describing the latter's duties and responsibilities. Such job description shall be consistent with the employee's assigned duties. The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(b) Step 2

If the employee still believes that their position is improperly classified, the employee may initiate a formal appeal by completing a Classification Appeal Form and forwarding the completed form through their supervisor to the Ministry Human Resources Officer. The Ministry Human Resources Officer, or their designate, shall review the position and advise the employee of the results of this review in writing within 45 days of the receipt of the Classification Appeal Form.

(c) Step 3

If there remains a dispute respecting the classification or level, the employee may process the completed "Classification Appeal Form" through the Union to be filed with the BCPSA within 14 days of receipt of written notification of the Ministry's decision. The Employer shall review the appeal and respond to the Union with a full explanation of its decision within 60 days of the date of submission.

(d) Step 4

The employee shall, if the dispute still exists, have the right to appeal the results of the review in Clause 28.04(c) through the Union to the Classification Referee. The appeal shall be presented within 30 days of the Union receiving the decision of the BCPSA. Such an appeal shall be dealt with in accordance with Clause 28.05.

(e) The time limits in this Clause may be extended by mutual agreement.

28.05 Classification Referee

The parties shall agree to a list of classification referee(s) who shall hear classification appeals. The referee shall be assigned to hearings, depending upon

availability, on a rotating basis from the list of referees. The order of rotation may be varied by mutual agreement of the parties.

(a) The Union's submission to the referee, with a copy to the BCPSA, shall include:

- (1) Name of employee (s)
- (2) Position title and PMS number
- (3) Ministry
- (4) Location
- (5) A copy of the "Classification Appeal Form" submitted by the employee in accordance with the classification appeal procedure.
- (6) A copy of the BCPSA's response to the employee's appeal.
- (7) The classification requested by the Union.
- (8) An explanation of the duties the employee is required to perform which would conform to the classification sought.
- (9) The relevant classification grade descriptors.

(b) Within 30 days of receipt of the Union's submission to the referee the BCPSA may make a submission to the referee with a copy to the Union providing additional information in support of its decision.

(c) In arriving at a decision the referee is restricted to the application of the classification system in effect for members of the bargaining unit and shall confine their judgments to classifying or evaluating positions being appealed against the classification grade descriptors.

(d) Recommendations and salary awards are not within the purview of the classification referee.

(e) Effective date of any reclassification shall be the first day of the pay period following the date of receipt by the Ministry Human Resources Office of the employee's "Classification Appeal Form".

(f) The classification referee's recommendations, consistent with these terms of reference, shall be implemented by the Employer.

ARTICLE 29 - AUXILIARY EMPLOYEES

*29.01 Terms of Employment

- (a) An auxiliary employee shall receive a letter of appointment immediately following recruitment, clearly stating their employment status as defined in Clause 1.02 Definitions, and their expected duration of employment.
- (b)
 - (1) "On-Call Employees" at the time of recruitment shall mutually agree upon the days and hours of availability. Continuation on the "On-Call" list will be dependent on the employee fulfilling the terms of employment set out in the letter of appointment.
 - (2) Calls for work shall be made on the basis of seniority within the agreed upon hours of availability.
 - (3) When calls are made by the Employer for auxiliary employees to report for work in excess of that expressed in the letter of appointment, the acceptance of such work shall be at the employees' discretion.
- (c)
 - (1) Auxiliary employees who report for work at the call of the Employer pursuant to (b) above shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of **WorkSafe BC**.
 - (2) Where an employee commences work they shall receive three and one-half hours pay at their basic pay unless:
 - (a) their work is suspended for reasons completely beyond the control of the Employer; or
 - (b) the duration of the work assignment is known in advance by the employee.

In which instances the provisions of Clause (c)(1) shall apply.

- (3) An auxiliary employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall be compensated for a minimum of three hours

at overtime rates. They shall be compensated from the time they leave home to report for duty until the time they arrive back upon proceeding directly to and from work.

29.02 Seniority on Applying for Regular Positions

(a) Employees who have completed 210 working hours at straight time rates as outlined in Clause 29.02(b) will be recognized as in-service applicants when applying for appointment to "regular" positions.

(b) Employees who have worked 210 hours at straight time rates immediately prior to application for a "regular" position, or casual employees who have worked 210 hours prior to being laid off, will have their length of service as an auxiliary employee recognized in accordance with Section 8 of the *Public Service Act*.

(c) Employees who have completed 210 working hours at straight time rates as outlined in Clause 29.02(b) and who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding #20.

***29.03 Seniority**

(a) (1) For the purpose of layoff and recall and other seniority related provisions, and classification seniority in an auxiliary seniority block, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within an auxiliary seniority block, on the basis of:

(i) all hours worked at the straight time rate;

(ii) paid holidays or days off in lieu in accordance with Clause 29.08 of this Agreement;

(iii) vacation in accordance with Clause 29.09 of this Agreement.

(iv) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;

(v) missed work opportunities during Union leaves pursuant to Clause 20.03(a) to (d), except that during the first 33 pay periods, such credit shall be limited to 105 hours.

(2) The total hours above shall be converted to seven hour shifts to establish seniority.

(3) Upon completing 30 working days (7 hour shifts), an auxiliary employee's seniority shall include the accumulated 30 working days.

(b) Subject to Clause 29.04, service and classification seniority of an auxiliary employee shall move with them where such a movement to a different auxiliary seniority block, including across jurisdictional units, is approved by the Employer.

(c) Auxiliary employees who are on a claim recognized by **WorkSafe BC** which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(d) For the purposes of Clause 29.03 only, "auxiliary seniority blocks" shall be identical as are the seniority blocks identified in Clause 13.03(e) and (f).

***29.04 Loss of Seniority**

An employee will lose any entitlement to service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) as a casual employee, they are on layoff for more than six months;
- (d) they are a casual employee and are unavailable or decline two offers of re-employment in which the duration and nature of work is reasonably similar to that which they carried out prior to layoff;
- (e) they become a regular employee.

- (f) they are an on-call employee and do not fulfill the terms of employment set out in the letter of appointment.

However for the purposes of Articles 12 and 13, with the exception of Article 13.10, an employee who changes their status from regular to auxiliary, or from auxiliary to regular, will maintain their previous seniority providing the break in service has not exceeded 30 days. This provision applies only to employees who change their status after January 1, 2011.

29.05 Layoff and Recall

Layoff of casual auxiliary employees shall be in reverse order of seniority. Employees on layoff shall be recalled in order of seniority. Seniority accumulated as a "regular" employee, including training course time under Clause 11.06 of this Agreement, will be recognized providing the break in service has not exceeded 30 days.

***29.06 Application of Agreement**

- (a) The term "employee" used in other articles of this Agreement includes "casual employees" except in Articles 11, 13, 17, 18, 19, 20, 21, 23, and 25 and any other article or clause which specifies "regular" employees, unless specified otherwise in this Article.
- (b) The term "employee" used in other articles of this Agreement includes "on-call" employees except in the following numbered articles and clauses: Articles 11, 13, 17, 18, 19, 20, 21, 23, 25, 26; Clauses 14.05, 15.02, 15.05, 27.03, 27.06 and 27.18, and any other clauses which specify "regular" employees unless otherwise specified in this Article.
- (c) Auxiliary employees with accrued sick leave banked shall be entitled to pre-retirement leave in accordance with Clause 27.16 of this Agreement.
- (d) Auxiliary employees with accrued sick leave banked shall retain their sick leave entitlement if re-employed within 12 months of being laid off.
- (e) Time spent at court by an auxiliary employee in their official capacity shall be at their regular rate of pay.

(f) Court actions arising from employment which require an auxiliary employee's attendance at court, shall be with pay.

(g) Any auxiliary employee who is eligible to vote in a Federal, Provincial, Municipal or **Aboriginal Community Government** Election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

(h) Where leave from work is required, employees shall be entitled to the provisions of Clause 20.01 (Bereavement Leave).

(i) Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

29.07 Health and Welfare

(a) Auxiliary employees shall receive compensation of

64¢effective March 29, 2009

per working hour to a maximum of

\$44.80effective March 29, 2009

per bi-weekly pay period in lieu of health and welfare benefits.

(b) Clause (a) above will not apply when an auxiliary is receiving benefits under the provisions of Clause 29.11 (weekly indemnity).

(c) (i) Auxiliary employees who have worked 1827 hours in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight time rate within the previous 26 pay periods will be eligible for coverage under Clauses 25.01, 25.02, 25.03, 25.04 and 25.08. Such auxiliary employees eligible for benefits under this Clause will not receive the payment under Clause 29.07(a).

(ii) An auxiliary employee moving to a new auxiliary position in the same ministry, without any break in service will retain if already

qualified, health and welfare benefits under (i) above but if not yet qualified will retain accumulated time in that ministry towards the required 1827 hours worked.

(iii) An auxiliary employee moving from one ministry to an auxiliary position in another ministry, without any break in service, will retain if already qualified, health and welfare benefits under (i) above; but if not yet qualified, will lose any hours accumulated toward 1827 hours worked.

(iv) For purposes of this Article, the term "no break in Service" means that the "employee" moves from the present position to the new position on the next available working day, taking into account shift changes, weekends, statutory holidays or any other approved scheduled time off.

(d) An auxiliary employee will cease to be entitled to coverage under (c)(i) above when they lose their seniority in accordance with Clause 29.04(a), (b), (c), (d) or (f).

(e) Auxiliary employees qualified under (c) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

(f) (i) An auxiliary employee on layoff, who is recalled to an auxiliary position by the same ministry, without loss of seniority pursuant to (d) above, will retain, if already qualified, health and welfare benefits under (c)(i) above; but if not yet qualified they will retain accumulated time in that ministry towards the required 1827 hours worked.

(ii) An auxiliary employee on layoff, who moves to, or is recalled by another ministry to an auxiliary position, without loss of seniority pursuant to (d) above, will retain, if already qualified, health and welfare benefits under (c)(i) above; but if not yet qualified, they will not be entitled to carry any hours from the previous ministry towards the required 1827 hours worked, into the new ministry.

29.08 Paid Holidays

(a) Designated paid holidays are as specified in Clause 17.01.

(b) Auxiliary employees shall be compensated for the paid holiday who have:

- (1) worked, or received pay at straight time rates for the day before and the day after a paid holiday; or
- (2) worked, or received pay at straight time rates for 15 of the previous 30 days; or
- (3) worked, or received pay for at least 105 hours at the straight time rate in the previous 30 days.

This Clause shall not apply to employees who have been terminated and not on layoff status.

(c) An auxiliary employee who is qualified under (b) to receive compensation for the paid holiday shall receive a prorated day's pay based on the following formula:

straight times hours paid in the previous 30 calendar days divided by the straight time hours of work of a full-time employee for the same 30 calendar day period.

(d) An auxiliary employee who is qualified in (b) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

29.09 Annual Vacation

(a) Auxiliary employees who have worked 1827 hours in 33 pay periods will be entitled to receive the same vacation entitlement benefits as regular employees. When an auxiliary employee schedules their vacation, their selection(s) of vacation period(s) shall be subject to operational requirements and shall not restrict the choices of regular employees.

(b) Except as indicated in (a) above, an auxiliary employee shall be entitled to receive vacation pay at the rate of six per cent of their regular earnings. Auxiliary employees shall receive their earned vacation bi-weekly.

Such an employee shall be entitled to three weeks each calendar year free from call of the Employer for the purpose of vacation leave. An employee will provide a minimum of two weeks notice in writing for this purpose, and the mutually agreed period free from call shall not restrict operational requirements or interfere with the vacation schedules of regular employees.

(c) A casual employee may elect to use their vacation entitlement subject to the provisions of this Agreement and the component agreements. Casual employees shall receive any unused portion of annual vacation upon termination of employment or on the last pay day of the year in which the vacation was earned.

(d) An "on-call" employee shall receive vacation payment in cash only.

(e) The provisions of this section are not affected by an employee having once been a "regular" employee.

(f) (i) An auxiliary employee moving to a new auxiliary position in the same ministry, without any break in service will retain if already qualified, annual vacation entitlement benefits under (a) above; but if not yet qualified will retain accumulated time in that ministry towards the required 1827 hours worked.

(ii) An auxiliary employee moving from one ministry to an auxiliary position in another ministry, without any break in service, will if already qualified, retain annual vacation entitlement benefits under (a) above; but if not yet qualified, will lose any hours accumulated toward 1827 hours worked.

(iii) An auxiliary employee on layoff, who is recalled to an auxiliary position by the same ministry, without loss of seniority, will retain, if already qualified, annual vacation entitlement benefits under (a) above; but if not yet qualified they will retain accumulated time in that ministry towards the required 1827 hours worked.

(iv) An auxiliary employee on layoff, who moves to, or is recalled by another ministry to an auxiliary position, without loss of seniority, will retain, if already qualified annual vacation entitlement benefits under (a) above; but if not yet qualified, they will not be entitled to carry any hours

from the previous ministry towards the required 1827 hours worked, into the new ministry.

(v) For purposes of this Article, the term "no break in Service" means that the "employee" moves from the present position to the new position on the next available working day, taking into account shift changes, weekends, statutory holidays or any other approved scheduled time off.

29.10 Eligibility Requirements for Benefits

Auxiliary employees will qualify for Short Term Illness and Injury Plan (STIIP), Clauses 20.03, 20.04, 20.06, 20.09, 20.12, 20.13, 20.14, 20.15 and Article 21 as follows:

(a) An employee shall be entitled to benefits under this Clause after completion of 1827 hours worked in 33 pay periods.

(b) An auxiliary employee will cease to be entitled to coverage when they:

(1) fail to maintain 1200 hours worked at the straight time rate within the previous 26 pay periods, except as provided under Article 21.

(2) lose seniority in accordance with Clause 29.04(a), (b), (c), (d) or (f).

(c) Benefits will not be paid on layoff.

(d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until their return to work and subject to meeting the eligibility requirements.

("Return to work" is understood to mean the employee completed at least one-half of a scheduled work day.)

(e) Where there is no established work schedule, the calculation of hours for the purpose of STIIP benefits shall be based on the average number of hours worked during the three month period immediately preceding absence due to illness.

***29.11 Weekly Indemnity**

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight time compensation and the compensation paid in accordance with Clause 29.07(a) in the six most recent bi-weekly pay periods in which earnings occurred.

(b) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the 15th day of illness.

(c) Subject to (c) above, full benefits will be reinstated:

(1) in the case of a new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours;

(2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours.

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

(e) The benefits described in this Clause shall not be available to an employee whose illness, injury or personal circumstances may be described by any one of the following conditions:

(1) who is not under the care of a licensed physician;

- (2) whose illness is occupational and is covered by Workers' Compensation;
 - (3) whose illness is intentionally self-inflicted;
 - (4) whose illness results from service in the Armed Forces;
 - (5) whose illness results from riots, wars or participation in disorderly conduct;
 - (6) who is ill during a period of paid vacation;
 - (7) whose illness is sustained while they are committing a criminal offence;
 - (8) who is engaged in an employment for wage or profit;
 - (9) who is ill during a strike or lockout at the place they were employed if that illness commenced during the strike or lockout;
 - (10) who is serving a prison sentence;
 - (11) who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because they are not in Canada;
 - (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (f) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above mentioned plans.

29.12 Increments

Employees will receive an increase to the next step within their salary scale after they complete 1750 non-overtime working hours (effective January 1, 2003 - 2625 hours) from the date on which they qualified to receive their last increment; or from the date they commenced employment, whichever is the later.

29.13 Changing Status

(a) An auxiliary employee who is appointed as a regular employee to a classification on the same grid level, provided their break in service has not exceeded 30 days, shall retain the same increment step they had earned as an auxiliary employee, and time worked towards receiving an increment under Clause 29.12 will be used in determining the employee's increment date under Clause 27.03 of this Agreement.

(b) A regular employee who is offered and accepts an auxiliary appointment or resigns and is re-employed as an auxiliary employee within 30 days of their effective date of resignation, shall:

(1) retain the same increment step as that enjoyed as a regular employee provided their appointment is to a classification on the same grid level

(2) be eligible for future increments pursuant to Clause 29.12, provided their appointment is to a classification on the same grid level

(3) be deemed to have resigned their regular appointment.

(c) Where such employee described in (b) above has completed 1827 hours worked in 33 pay periods at the date of their auxiliary appointment, the employee will be considered to have met the requirements of Clauses 29.10(a) and 29.07(c). Such employee shall also retain the vacation year attained as a regular employee.

(d) Where such employee described in (b) above had not completed 1827 hours worked in 33 pay periods at the date of their auxiliary appointment, they shall be credited with non-overtime hours worked towards becoming eligible for the benefits in Clause 29.07.

29.14 Conversion of Auxiliary Employees

(a) Auxiliary employees who have worked 1827 hours in 33 pay periods and who are employed for work which is of a continuous full-time or part-time nature, shall be converted to regular status effective the beginning of the month in which they attain the required hours.

(b) Notwithstanding (a) above an auxiliary employee shall have the right to decline conversion to regular status. In such circumstances, the employee shall notify the Ministry Human Resources Office in writing and the provisions of this Clause shall not apply. From the date of that notification an employee may requalify for conversion by working an additional 1827 hours in 33 pay periods and satisfying the provisions of (a) above.

(c) For the purpose of (a) above and Clauses 29.06 (Application of Agreement), 29.07(c)(i) (Health and Welfare), 29.09 (Annual Vacation), and 29.10 (Eligibility Requirements for Benefits) hours worked shall include:

- (1) hours worked at the straight-time rate;
- (2) hours compensated in accordance with Clause 29.08 (Paid Holidays);
- (3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer to a maximum of 210 hours of missed work opportunity within eight weeks from the beginning of the claim;
- (4) annual vacation pursuant to Clause 29.09;
- (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (6) missed work opportunities during Union leaves pursuant to Clause 20.03(a) to (d), except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (7) extra days off pursuant to Hospital Services Component Clause 5.03(a)(1) and (2).
- (8) Notwithstanding (3) above, an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

(d) For the purpose of (a) above and Clauses 29.06, 29.07, 29.09, and 29.10, hours beyond the 210 hours in (c)(3) above, that an auxiliary employee cannot

work because they are on a WCB claim arising from their employment with the Employer, are not added to the 1827 or 1200 hours nor are the days charged against the 33 or 26 pay periods.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Parking

The Employer and the Union agree that there will be no change in the parking regulations and notices except by mutual agreement between the parties. A joint Employer-Union parking committee shall be established to study the matter of employee parking and make recommendations to the parties.

30.02 Termination of Employment

(a) Regular employees who have successfully completed their probationary periods, other than employees affected by layoff under the provisions of Article 13, whose employment is terminated by the Employer, shall be given 28 calendar days' notice or 20 days pay in lieu of notice except employees whose employment is terminated for just cause.

(b) A regular employee who wishes to terminate their employment shall give the Employer 28 calendar days' notice prior to the effective date of termination.

(c) Unless by mutual agreement to the contrary, the time stated in Clause 30.02(a) and (b) shall be time scheduled to work and shall not include accrued vacation time.

30.03 Standing Joint Committee

There shall be a high level Standing Joint Committee comprised of equal numbers from the Union and the Employer to discuss policies, communications etc. and to study issues arising from changing conditions and concepts in the delivery of health care services including the monitoring of hours of work schedules developed pursuant to the applicable Component Agreement. Such hours of work schedules may include Master rotation schedules which may be developed by mutual agreement at the local level.

Copies of any such Master rotation schedules shall be sent to the Union and the BC Public Service Agency for review.

30.04 Indemnity

(a) Civil Actions

Except where the joint Union-Employer Committee considers that there has been flagrant or willful negligence on the part of an employee:

- (1) The Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer.
- (2) The Employer agrees to pay any judgment against an employee arising out of the performance of their duties.
- (3) The Employer agrees to pay any legal cost incurred in the proceedings including those of the employee.

(b) Criminal Actions

Where an employee is charged with an offence resulting directly from the proper performance of their duties, the employee shall be reimbursed by the Employer for reasonable legal fees, unless the employee is subsequently found guilty of the charge.

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the Employer, so long as no conflict of interest arises between the Employer and the employee, or pay the legal fees of counsel chosen by the employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any persons or organizations notifying them of intended legal action against them;
- (2) when the employee themselves requires or retains legal counsel in regard to the incident or course of events;
- (3) when any investigation or other proceeding which might lead to legal action against the employee;

- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action;
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.
- (e) Where an employee is required to defend their professional actions arising out of the proper performance of their duties with the Employer in proceedings taken pursuant to the *Health Professions Act* or the *Nurses (Registered) Act* or pursuant to an *Act(s)* which succeed one or both of the aforementioned *Acts*, the Employer will provide either legal counsel, or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defense.

30.05 Payroll Deductions

Where provisions of this Agreement call for payment or a contribution by the employee it shall be by payroll deduction.

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds or bonds issued by the Provincial Government.

***30.06 Political Activity**

- (a) Employees may seek election to municipal and school board offices **and Aboriginal Community Government** provided that there is no conflict of interest and the office does not affect the performance of the person's duties in the Public Service.
- (b) There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election the employee shall be granted leave without pay to engage in the election campaign. If elected, the employee shall be granted leave of absence without pay for a maximum of five years. If not elected, the employee shall be allowed to return to their former position.

30.07 Personnel Files

- (a) A Union representative or steward shall, upon written authority of an employee, be entitled to review an employee's personnel file, in the office in

which the file is normally kept, in order to facilitate the investigation of a grievance.

(b) Upon reasonable notice, employees will be provided an opportunity to review their personnel file, in the office in which the file is normally kept.

30.08 Employment of Relatives

There shall be no restriction against relatives working in the same hospital, clinic or facility subject to Article 6 of this Agreement, and subject to there being no supervisor-subordinate relationship between the direct relatives and that no special consideration with respect to the application of the provisions of this Agreement is invited.

***30.09 Copies of Agreement**

(a) **The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the Agreement available electronically to all employees. A limited number of copies will be printed for distribution to employees that do not have access to computers at work. The cost of such printing and distribution shall be borne equally by the parties.**

(b) **Where required, the Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for 50 percent of the distribution costs.**

30.10 Technical Information

The Employer agrees to provide the Union, on request, such information, as and if it is available relating to employees in the bargaining unit as may be required by the Union for collective bargaining purposes which may include an employee's mailing address including postal code, employment site, work and home telephone numbers (unless unlisted), job classification, and employment status of regular full-time, regular part-time, or auxiliary.

30.11 Child-Care Facilities

Deleted date of signing of Tenth Master Agreement.

30.12 Excessive Work Load

The Employer acknowledges that, except in the case of emergency, the work load of an employee covered by this Agreement will not be unduly increased as a result of positions vacant due to illness, vacation, or recruitment lag.

30.13 Previous Policies and Letters of Understanding

This Agreement voids all previous Agreements, Letters of Understanding, memos, policies, or provisions of the Manual of Personnel Administration which in any way alter the terms and conditions contained herein.

30.14 Statement of Duties and Responsibilities

The Employer's designate shall, upon request and within a reasonable period after the request, provide the employee with a written statement of the latter's duties and responsibilities or, in the alternative, a job description.

30.15 Clothing and Uniforms

(a) Clothing

(i) The type of clothing worn by an employee (uniforms or street clothing) shall be as determined by mutual local agreement compatible with the type of work involved. If a uniform is necessary, it shall be of a type and style agreed upon locally. The Employer shall provide the appropriate uniform to employees required to wear a uniform.

(ii) Where conditions are such that either a uniform or street clothes is appropriate, the option of the type of wearing apparel shall be at the discretion of the employee.

(b) Protective Clothing

Wearing apparel required to protect the employee's clothing, to provide aseptic techniques, or non-standard apparel for isolation, or similar work areas, shall be determined by mutual local agreement and shall be provided, maintained and retained by the Employer.

(c) Pins

Except where it is a hazard to patients, employees shall be allowed to wear their graduation pin, Union lapel pin and Association registration pin.

ARTICLE 31 - TERM OF AGREEMENT

***31.01 Expiration of Agreement**

This Agreement covers the period from and including January 1, **2011** to and including midnight, **March 31, 2012**. All terms and conditions of this Agreement shall remain in full force and effect after **March 31, 2012** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

*** 31.02 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after **January 1, 2012**, but in any event not later than midnight **January 31, 2012**.

(b) Where no notice is given by either party prior to **January 31, 2012**, both parties shall be deemed to have been given notice under this section on **January 31, 2012**, and thereupon Clause 31.03 of this Article applies.

31.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 31.02 of this Article the parties shall, within 14 days after the notice was given, commence collective bargaining.

31.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

*** 31.05 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing. The date of signing of the **Fourteenth** Agreement is **January 26, 2011**.

SIGNED ON BEHALF OF THE UNION**SIGNED ON BEHALF OF THE EMPLOYER**

Sherry Moller, UPN
President

Doug Caul, BCPSA
Assistant Deputy Minister
Employee Relations

Philip Oosterman, UPN

John Davison, BCPSA
Director, Labour Relations
Labour Relations Branch

Dan Murphy, UPN

Selina Lew, BCPSA
Senior Labour Relations Specialist
Labour Relations Branch

Lola Backlund, UPN

Tom Jensen, MCFD
Manager
Maples Adolescent Treatment Centre

Hope Cumming, BCNU
Labour Relations Officer

Joanne O'Neill, Provincial Health Services
Authority (Riverview Hospital and Forensic
Psychiatric Services)HR/ Labour Relations Advisor

Sheinoor Hargrove, BCNU

Ellen McClellan, BCPSA
Administrative Assistant
Labour Relations Branch

Peggy Dyke, BCNU
Coordinator, Negotiations Servicing

James White, UPN

Jim Lord, BCNU

Doug McLaren, UPN
Director, Operations and Member Services

Date of signing: January 26, 2011

***APPENDIX 1**

COMPONENT STRUCTURE & JURISDICTIONAL AREAS

There shall be two components in this bargaining unit as follows:

(a) Community Services Nurses Component Structure and Jurisdictional Areas:

All nurses who are employed in a program which provides other than 24 hour per day in-patient care services.

At the time of this writing, these facilities are:

1. Victoria Youth Custody Services
2. Youth Forensic Psychiatric Services - by geographic location
3. Adult Forensic Community Clinics - by geographic location
4. Ministry of Public Safety and Solicitor General - Office of the Superintendent of Motor Vehicles
5. Prince George Youth Custody Services
6. Ministry of Health **Services**
7. Ministry of Children and Family Development – Eating Disorders
8. Ministry of Children and Family Development – Child and Youth Mental Health – by geographic location

(b) Hospital Services Nurses Component Structure and Jurisdictional Areas

All nurses who are employed in a program which provides 24 hour per day in-patient care within a facility, including facilities at the time of this writing, being:

1. Forensic Psychiatric Hospital
2. **Broadmead** Care Society
3. Riverview Hospital
4. Maples Adolescent Treatment Centre
5. Youth Forensic Psychiatric Services In-Patient Assessment Unit
6. **Oak Bay Lodge** Continuing Care Society
7. Burnaby Youth Custody Services

***APPENDIX 2 EXCLUSIONS**

Pursuant to Clause 2.02 of this Agreement, incumbents of the following positions shall be excluded from this Agreement including the Component Agreement. Changes to the number and class of incumbents of positions may be agreed to by the parties from time to time.

HOSPITAL SERVICES NURSES COMPONENT

- (a) **Broadmead** Care Society
 - Director of Resident Care
- (b) **Oak Bay Lodge** Continuing Care Society
 - Director of Resident Care
 - Assistant Director of Care

COMMUNITY SERVICES NURSES' COMPONENT

Ministry of Health Services

- Director, Healthy Living
- Director, Nursing Strategies
- Executive Director, Nursing Directorate
- Nursing Consultant, HCC Initiatives
- Manager, System Redesign End of Life
- Manager, Communicable Disease & Addiction Prevention - Immunization
- Manager, Healthy Children
- Manager, Maternal and Women's Health
- Senior Nurse Manager, Nursing Directorate
- Program Nurse Manager, Nursing Directorate
- **Senior Nursing Advisor, Chief Nursing Executive Office**

Ministry for Children and Family Development

- Manager, Public Health Nursing
- **Area Manager, Youth Forensic Psychiatric Services**

***APPENDIX 3**
SHORT TERM ILLNESS AND INJURY PLAN AND
LONG TERM DISABILITY PLAN

Part I – Short Term Illness and Injury Plan

***1.01 Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$413 or the EIC maximum weekly sickness benefit, whichever is higher.
- (d)
 - (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by **WorkSafe BC** while the employee was on the Employer's business, they shall be entitled, to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 1.02.
 - (2) Employer and employee contributions and deductions for **pension contributions** and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated **WorkSafe BC**, less any voluntary deductions and those employee deductions referenced in (2) above.
 - (4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.

(5) The compensation payable by **WorkSafe BC** shall be remitted to the Employer.

(e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

1.02 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence, (Short Term Plan Period).

(b) The 75% benefit may be supplemented at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Vacation entitlement.

1.03 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.02(a).

(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.02(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.02(a), if absence is due to the same illness or injury.

1.04 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for six consecutive scheduled days of work;
 - (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician

specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.05 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ day accumulation that is being used to supplement the plan, pursuant to Section 1.02(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.01(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.06 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to

illness or injury and benefits will be paid for the balance of the six month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.07 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.08 Entitlement

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

1.09 EIC Premium

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.01(c), 1.01(d), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum six month period identified in Appendix 3, Part 1 shall be a maximum seven month period for auxiliary employees who qualify for benefits pursuant to Master Agreement 29.10.

Part II - Long Term Disability Plan

2.01 Eligibility

- (a) (1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.
- (2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 29.10.
- (b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

***2.02 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Sections 1.03(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.06 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) 70% of the first \$2300 of monthly earnings; and

(2) 50% of the monthly earnings above \$2300.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six month period.

(c) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of **pension benefits** and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine month access period.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for **pension** will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for **pension** waived by the Employer, except that **pension** contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

***2.03 Total Disability**

(a) Total disability, as used in this Plan, means the complete inability, because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 27.07 at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75 per cent of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 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.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, **where they are unable to perform the principal duties of their previous classification**, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

(2) If an employee is able to perform the principal duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this Plan, up to 100% of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

"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 Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

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 of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

(3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) **and** (2) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

(4) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.02(a), the provisions of Section 2.03(c)(1) shall not apply until the employee is receiving a benefit under Section 2.02(b).

2.04 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 after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;

2.05 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This Clause does not apply to present employees who have been continuously employed since April 1, 1987.

2.06 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 them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *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 or retirement income; and
- (c) any amount of disability income provided by any 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 they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally 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 will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay, subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

2.07 Successive Disabilities

(a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six 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 in accordance with the provisions of this Plan.

(b) In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and 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 in accordance with the provisions of this Plan as though they had not returned to work.

(c) 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 month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one 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 in accordance with the provisions of this Plan.

(d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

2.08 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their 65th birthday (60th birthday for correctional centre employees);
- (b) on the date of commencement of paid absence prior to retirement;

- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.09 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 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.

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to 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.

2.13 Claims

- (a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee

disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60 day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60 day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

(c) The expenses incurred by a Claims Review Committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts"), except where the benefits received for that period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the

"Acts")are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master Agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

Part III - Joint Advisory Committee

Deleted date of signing of Thirteenth Master Agreement.

Part III - Rehabilitation Committee

(1) It is the intent of both Parties to encourage and facilitate the early return to

gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

- (a) The Committee shall consist of five members, two appointed by the Employer, two appointed by the Union and a mutually agreed upon Chairperson. A Secretary shall be appointed to assist in the administration of the Committee.
 - (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 3, Part III—Rehabilitation.
 - (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Deputy Minister of the BC Public Service Agency.
 - (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Deputy Minister of the BC Public Service Agency.
 - (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.
 - (f) The Rehabilitation Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.
 - (g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.
- (2) In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.03(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (PSERC7). An employee who fails to:

- (1) sign the application form;
- (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;
- (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program

shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Ministry who shall within 10 work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
- (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:

- (i) modification of the duties of the employee's job;
- (ii) flexibility in scheduling hours of work within existing hours of operation;
- (iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 of the Master Agreement excluding displacement options pursuant to Clause 13.09.

(e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if the Government Employee Health Services determines it is medically appropriate to do so.

(2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either Party to the Rehabilitation Committee while on STIIP. In such cases, Part III (c), and (d) will apply.

(f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 3.

(g) Where the Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

APPENDIX 4

APPLICATION OF ISOLATION ALLOWANCE BIWEEKLY PAY CONVERSION SCHEDULE

Deleted date of signing of Twelfth Master Agreement.

Should the Employer in the future, employ employees in northern and isolated areas, Appendix 4 of the Eleventh Master Agreement shall apply to such employees.

APPENDIX 4B
ISOLATED LOCATIONS ELIGIBLE FOR SPECIAL VACATION
TRANSPORTATION SUBSIDY

Deleted date of signing of Twelfth Master Agreement.

Should the Employer in the future, employ employees in northern and isolated areas, Appendix 4B of the Eleventh Master Agreement shall apply to such employees. Such list would also be revised and implemented on the same basis as revised and implemented for the majority of unionized employees in the Public Service.

***APPENDIX 5**
MINISTRIES, BOARDS AND AGENCIES

This Agreement applies to all employees within the Nurses bargaining unit who are employed in all ministries of the Government of the Province of British Columbia.

It also applies to all employees within the Nurses bargaining unit employed in other boards, agencies or commissions which have been designated by Order-in-Council pursuant to Section 3 of the *Public Service Act* or whose enabling legislation provides for the appointment of employees pursuant to the *Public Service Act*. These include but are not limited to:

B.C. Mental Health Society
Oak Bay Lodge Continuing Care Society
Broadmead Care Society
Forensic Psychiatric Services Commission

APPENDIX 6
FOURTEENTH NURSES MASTER
WAGE SCHEDULES

1. The classification, grid level and corresponding Grade Descriptor are as follows:

Classification	Grid Level	Grade Descriptors
4	4	Direct Care Giver Program Officer
5	5	First Line Supervisor
7	7	Case Manager Nurse Clinician Supervisor (small scope) Program Coordinator
9	9	Supervisor (large scope) Supervisor (sole charge) Senior Program Coordinator Senior Nursing Authority in a Facility

***APPENDIX 6**
EFFECTIVE JANUARY 1, 2011
(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)

The Salary Schedule is based on six steps with 18-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit Nurse	1	52,851.70	4,404.31	2,025.80	28.9400
4	1	53,521.16	4,460.10	2,051.46	29.3066
	2	57,637.79	4,803.15	2,209.25	31.5607
	3	59,710.84	4,975.90	2,288.71	32.6959
	4	63,813.38	5,317.78	2,445.96	34.9423
	5	65,741.64	5,478.47	2,519.87	35.9981
	6	70,248.57	5,854.05	2,692.62	38.4660
5	1	56,677.96	4,723.16	2,172.46	31.0351
	2	61,037.74	5,086.48	2,339.57	33.4224
	3	63,232.90	5,269.41	2,423.71	34.6244
	4	67,577.29	5,631.44	2,590.23	37.0033
	5	69,619.30	5,801.61	2,668.50	38.1214
	6	74,392.07	6,199.34	2,851.44	40.7349
7	1	60,021.04	5,001.75	2,300.60	32.8657
	2	64,638.07	5,386.51	2,477.57	35.3939
	3	66,962.36	5,580.20	2,566.66	36.6666
	4	71,563.47	5,963.62	2,743.02	39.1860
	5	73,726.01	6,143.83	2,825.91	40.3701
	6	78,780.29	6,565.02	3,019.64	43.1377
9	1	63,561.36	5,296.78	2,436.30	34.8043
	2	68,450.50	5,704.21	2,623.70	37.4814
	3	70,912.54	5,909.38	2,718.07	38.8296
	4	75,784.46	6,315.37	2,904.81	41.4973
	5	78,074.84	6,506.24	2,992.60	42.7514
	6	83,427.32	6,952.28	3,197.76	45.6823

APPENDIX 7 VEHICLE SAFETY AND SURVIVAL EQUIPMENT

Deleted date of signing of Twelfth Master Agreement.

Should the Employer in the future, employ employees in northern and isolated areas, Appendix 7 of the Eleventh Master Agreement shall apply to such employees.

INFORMATION APPENDIX A APPOINTMENT POLICY

Appointment Policy

The following is the present administrative policy of the BC Public Service Agency pursuant to the *Public Service Act* and is included for information purposes only and does not form part of a collective agreement.

(a) Appointments

Subject to section 10 of the *Public Service Act* appointments to and from within the public service must be based on the principle of merit.

(b) Determination of Merit

The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service in the public service.

The Employer, as represented by BC Public Service Agency, in accordance with section 4 of the *PSA*, must consult with the Union respecting the application of the matters that determine merit under section 8(2), and regulations that may affect the employees represented by the bargaining agent that the minister intends to recommend to the Lieutenant Governor in Council under section 25 of the *Act*.

(c) Probation Period

Deleted date of signing of Tenth Master Agreement.

**INFORMATION APPENDIX B
TREASURY BOARD ORDERS
BOARD AND LODGING AND RELOCATION EXPENSES**

Moved to MEMORANDUM OF UNDERSTANDING #20 date of signing of the Tenth Master Agreement.

INFORMATION APPENDIX C

Deleted date of signing of Tenth Master Agreement.

**INFORMATION APPENDIX D
INDUSTRIAL HEALTH AND SAFETY REGULATIONS**

Procedure for Refusal

- 3.12 (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or Employer.
- (3) A supervisor or Employer receiving a report made under subsection (2) must immediately investigate the matter and
- (a) ensure that any unsafe condition is remedied without delay; or,
 - (b) if in his or her opinion the report is not valid, they must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process, or operate the tool, appliance or equipment, the supervisor or employer must

investigate the matter in the presence of the worker who made the report and in the presence of:

- (a) a worker member of the joint committee; or,
 - (b) a worker who is selected by a trade union representing the worker; or,
 - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders they are deemed necessary.

No Discriminatory Action

- 3.13 (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the *Workers' Compensation Act* because the worker has acted in compliance with section 3.12 or an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

INFORMATION APPENDIX E PENSIONS BOOKLETS

Information booklets explaining the *Pension (Public Service) Act* shall be made available to employees on request, from their local pay office.

INFORMATION APPENDIX F ADVANCE PAYMENT OF GROUP LIFE BENEFITS

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.04 are as follows:

1. Death must be "expected" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

INFORMATION APPENDIX G JOB SHARING PUBLIC SERVICE ACT DIRECTIVE

FOREWORD

This directive applies to all regular employees who have been appointed under Section 8 of the *Public Service Act* and:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"Job sharing proposal" a document, initiated by two employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one full-time employee, can be divided to accommodate their request.

"Job sharing arrangement" where two part-time employees perform the duties of a position previously performed by one full-time employee.

"Partners" part-time employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where:

- one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, OR
- two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position.

A job sharing proposal must be presented to an excluded manager for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this policy.

Approval of the job sharing proposal is at the discretion of the excluded manager. See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must be:

- qualified for the position to be shared;
- employed under the *Public Service Act* as a regular employee;
- at the same classification level or higher than the position being shared;
- performing their current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the applicable *Public Service Act* Directives, i.e. Probation, and Lateral Transfer, and Demotion.

The appointment letter should address whether or not the employee's hours may be increased up to full-time due to operational requirements.

Acceptance of the appointment must be in writing.

Benefits

Benefits granted job sharing partners are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance. Each employee is also eligible for the minimum group life insurance (see the Supplementary Information section for further details).

Extended Absence

Where stated in the appointment letter, the supervisor may, due to operational requirements, increase one partner's work hours up to full-time to cover the other's extended absence, (e.g. leave or resignation). This is not meant to be a permanent change in hours of work unless requested by the employee and approved by the excluded manager; nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion.

The supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

Termination of Job Sharing Arrangement by Employees

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Ministry will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if they no longer wish to job share.

Termination of Job Sharing Arrangement by Employer

Ministries may terminate a job sharing arrangement with reference being given to relevant provisions of the collective agreement. Such action should be limited to bona fide operational reasons after prior consultation with Public Service Employee Relations Commission (PSERC).

Filling of Vacated Job Shared Position

It is at the discretion of the excluded manager, in cases where both partners leave a job sharing arrangement, to decide on how the position will be filled, e.g. approve a subsequent job sharing proposal, fill the position on a full-time basis.

The vacancy created by one partner leaving may be filled by approving the remaining partner's request for full-time employment; by approving a new job sharing proposal; or by posting the part-time position.

Responsibilities

Deputy Ministers are authorized to:

- determine whether job sharing arrangements are feasible;
- consider and approve or reject job sharing proposals;
- delegate in writing the above responsibility to other individuals within the Ministry.

Accountabilities

Deputy Ministers are accountable for ensuring that: a mechanism is in place to review and respond to job sharing proposals.

Mandatory Reporting Requirements

Ministries are required to report to PSERC upon request, the following:

- numbers of job sharing arrangements;

- nature and classification level of the shared positions;
- gender of the partners.

Mandatory Procedures

Job sharing proposals must include:

- a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner(s);
- a copy of the proposed partner(s) most recent performance appraisal(s);
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

The appointment letter should outline the terms and conditions of employment, and state the agreed to terms of the specific job sharing arrangement. If the Ministry intends on increasing either partner's hours of work, due to operational requirements, it must be so indicated in their appointment letter.

REGULAR PART-TIME EMPLOYEES SERVICE, BENEFITS, PAID TIME OFF AND OTHER ALLOWANCES

Prorated

- Service seniority (one year's service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Other Paid Leaves:
 - 20.2 Special Leave
 - 20.3 Family Illness
 - 20.11 Leave for Medical and Dental Care
- STIIP
- LTD

- Superannuation
- Canada Pension Plan
- Employment Insurance
- Workers' Compensation Board
- Group Life* (only entitled to minimum)

* is only prorated to the extent that the benefit is based on the employee's part-time salary.

Not Prorated

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

Others

- Overtime (paid in accordance with Clause 16.03 of the Nurses Master Agreement)
- Increment

GUIDELINES

Establishment of Job Sharing Arrangements

It may be to the advantage of the organization to approve job sharing proposals in the following circumstances:

- the organization will lose a valuable employee whose circumstances prevent them from working full-time;
- a mix of backgrounds/experience will enhance the operation;
- an employee wishes to phase-into retirement;
- a pool of experienced workers can be kept for full-time positions in the future.

Positions which typically are better suited for job sharing arrangements are those where:

- there is "on-the-spot" service and little follow-through is required, e.g. receptionist, merchandise clerk, toll booth operator;

- work can be scheduled in advance, e.g. social workers doing adoption studies, public health nurses, legal professionals;
- different staff can perform a function interchangeably, e.g. typists;
- little interaction is required with other employees, e.g. keypunch operators.

Review of Job Sharing Proposals/Evaluation of Current Job Sharing Arrangements

Suggested issues to consider in reviewing job sharing proposals, or evaluating existing arrangements:

- Is the proposed partner qualified to do the job?
- Will/has the efficiency, productivity, timeliness, and level of service be/been maintained or enhanced?
- Will/has the productivity of the "dependent" work group be/been adversely affected?
- Can/has a practical and appropriate communication arrangement be/been established and maintained between the partners, the supervisor, clients and others?
- How will the supervisor assess the quality of the work if both partners are accountable for all duties of the position?
- Can/has an acceptable work schedule be/been worked out?
- Are both partners prepared to cover off for each other when requested for absences?
- Will/has the supervisor's job become more difficult because of this job sharing arrangement? In what way?
- Does the benefit outweigh the extra benefit/supervisory time costs?
- Is this a stable employment environment, is there any possibility of layoffs in the foreseeable future?
- Are the partners/candidates performing the duties satisfactorily?

INFORMATION APPENDIX H DEFERRED SALARY LEAVE PROGRAM

PUBLIC SERVICE ACT DIRECTIVE

FOREWORD

The objective of a Deferred Salary Leave Program is to provide employees an opportunity to self-finance a planned period of absence to pursue any activity or interest.

This directive applies to all regular employees appointed pursuant to *sections 8 and 12* of the *Public Service Act (PSA)* with the exception of salaried physicians and to Order in Council appointments made under Section 15 of the *PSA* as specified in Category A and B of prerogative Order in Council 806/89.

DEFINITIONS

"deferred salary leave"

is defined as a period of authorized leave without pay, for a period of time not shorter than six consecutive months or longer than one year in duration, where an employee has requested such leave in advance and at the time of the request makes an arrangement with the Ministry to deposit a predetermined portion of salary into a trust fund which will provide an income for the employee during the leave period.

"accrued interest"

is the amount of interest earned on the monies deposited with the financial institution on behalf of the participant.

"deferral period"

is the length of time between 12 and 72 continuous months that an employee participates in the program prior to commencing the leave period.

"deferred salary"

is the portion of current salary authorized by the employee to be deducted and retained by the financial institution on behalf of the employee.

"financial institution"

is any Canadian chartered bank, trust company or credit union, authorized to carry on business in the Province of British Columbia.

"leave period"

is the period of time between 6 and 12 whole consecutive months when the participant is on a leave of absence without pay and drawing their deferred funds from the financial institution.

PURPOSE

The Deferred Salary Leave Program is designed to provide employees with an opportunity to self-finance a planned period of absence for any reason, such as continuation of educational studies, travel, or other interests.

The Program allows the financing of a leave of absence by deferring an amount of not less than 10 percent and not more than 33 1/3 percent of gross salary before tax. The program will comply with Federal Income Tax Regulations. The *Public Service Act* Directive, Standards of Conduct for public service employees, established under section 5 of the *PSA*, must continue to be observed during the leave period.

ELIGIBILITY

The Program is open to all regular employees appointed pursuant to Sections 8 and 12 of the *Public Service Act*, except salaried physicians and Order In Council appointments under Category C and D. In addition, a minimum of 24 months' continuous service must be completed before an employee can begin deferring salary.

APPROVAL PROCESS

Approval of participation in the Deferred Salary Leave Program will rest with the Deputy Minister. Criteria for approval will depend on the operational requirements of the work unit and will be subject to the employee's eligibility for participation.

SALARY DEFERRAL PERIOD

The salary deferral period may not be less than one year and may not exceed six consecutive years. The deferred portion of salary will be deposited with an approved financial institution and will accrue interest.

LEAVE PERIOD

The minimum leave period will be six consecutive full calendar months and the maximum will not exceed twelve consecutive full calendar months. The leave should commence immediately following the end of the deferral period. Federal Income Tax Regulations require employees to return to work for a period equal to the duration of the leave. Therefore, deferred salary leave cannot serve as an early retirement benefit.

RETURN TO EMPLOYMENT

Employees will return to their employment for a period of time equal to the duration of the leave. Employees will return to their former position or an equivalent position in the Ministry as determined through discussions with their Deputy Minister. This will be decided prior to granting the employee participation in the program and will be included in the terms and conditions of approval of their leave.

SALARY DEFERRAL DEDUCTIONS

The Office of the Comptroller General (OCG), Government Payroll Office, will deduct the deferred salary for each approved participant, and will deposit such funds into an account with the preselected financial institution. Semi-annual statements will be issued to each participant by the financial institution.

FUNDS ADMINISTRATION COMMITTEE

Funds will be administered by a committee made up of representatives from Public Service Employee Relations Commission (PSERC), Office of the Comptroller General, Provincial Treasury and representatives from the Council of Directors of Human Resources/Personnel. The committee will select a financial institution, negotiate rates and fees, liaise between agencies of government and the financial institution and provide interpretation on the financial administration aspects of the program.

ADMINISTRATION FEES

It will be the responsibility of the participant to pay any charges levied by the financial institution. Such administrative costs will be deducted from interest earned on the invested monies.

The accumulated principal will be guaranteed for payment to the employee during their leave period or upon withdrawal from the program.

TAX ISSUES

The Employer is not responsible for providing tax advice. Employees will be expected to seek advice with respect to tax concerns from Revenue Canada or professional taxation consultants.

PREPARATION FOR LEAVE

Three months prior to the commencement of leave, the employee will confirm their leave start date to the ministry, and complete required documentation to initiate the payment of deferred funds.

EXTENDING DEFERRAL PERIOD OR POSTPONING LEAVE OF ABSENCE

The participating employee or the Employer may postpone the leave period for up to a maximum of twelve consecutive months. In either circumstance, three months' written notice will be required.

The participating employee and the Employer will have only one option to postpone the deferred leave period. The leave period must commence no later than six years after the first contribution and must be completed no later than seven years after the commencement of the deferral period. Revenue Canada Regulations regarding payment of deferred funds must be followed.

CHANGES TO APPROVED APPLICATION

Employee-initiated changes to the length of the deferral period or the leave of absence must be approved by the Deputy Minister or designate.

CHANGE IN CONTRIBUTION AMOUNT

An employee may change the percentage amounts being deferred through payroll deductions once per calendar year.

Reductions in deferral amounts due to financial hardship may occur at any time subject to Deputy Minister approval.

CHANGE IN JOB PRIOR TO LEAVE

When applying for a position that could result in a promotion, transfer or secondment, it will be the employee's responsibility to notify the new employing ministry of their participation in the program. It is the employing ministry's responsibility to advise the employee at the time an offer is made as to whether the employee will be permitted to continue in the program.

WITHDRAWAL FROM PROGRAM

Participating employees may withdraw from the program only under the following circumstances:

- financial hardship;
- move to another position where continuation in the program is not approved by the employing ministry;
- total and permanent disability as defined in the Long Term Disability Plan;
- termination of employment; and
- death of the employee.

If disabled from own occupation, the employee may continue to participate in the Program subject to the same time limits set out by Revenue Canada for all participants in the Program. The employee will be responsible for continuing the contribution schedule directly to the financial institution.

Accumulated deferred funds will be paid out as a lump sum in the same calendar year as the cancellation and are subject to income tax.

BENEFIT ENTITLEMENTS AND CONTRIBUTIONS

Public Service Superannuation Plan

During the deferral period, contributions to the Public Service Superannuation Plan will be based on 100 percent of full salary.

During the leave period, employees will have the option of continuing to participate in the Public Service Superannuation Plan. Should they choose to do so, the same conditions as a leave of absence without pay will apply.

All Other Benefits

During the deferral period, benefit entitlements and contributions will be based on gross salary earned.

During the leave period, the same conditions as a leave of absence without pay will apply with respect to benefit entitlements and contributions.

SALARY ADJUSTMENTS

Individual salary adjustments will be deferred when an employee is on a deferred salary leave as follows:

- from six to ten months' absence - deferred six months; and
- from ten to twelve months' absence - deferred one year.

RESPONSIBILITIES

Deputy Ministers are authorized to:

- approve applications;
- approve assignment of returning employees to own or equivalent position;
- authorize changes to the length of deferral period or the leave of absence;
- approve participant withdrawal from program in financial hardship situations; and
- delegate the approval of applications.

The Funds Administration Committee is authorized to:

- engage the financial institution to invest employee contributions and administer the payment of each participant's deferred salary;
- provide interpretations of the financial administration of the program; and
- monitor program costs and any issues arising from them.

Provincial Treasury is authorized to:

- issue a Request For Proposal to financial institutions for Deferred Salary Leave Program services;
- negotiate fees for the services to be charged by the financial institution;
- establish a legal agreement with the financial institution for the provision of the services and the safeguarding of program assets; and
- liaise with the financial institution on behalf of the Funds Administration Committee.

The Office of the Comptroller General is authorized to:

- deduct deferred salary for each approved participant;
- deposit monies with approved financial institution;
- maintain records of deferred salary deducted and remitted; and
- ensure appropriate deductions are made with regard to pension and benefits during deferral period and leave period.

ACCOUNTABILITIES

Deputy Ministers are accountable for ensuring that:

- a system is in place to communicate all of the conditions and terms of the program to interested employees;
- all administrative requirements associated with the program are followed; and
- the *Public Service Act* Directive, Standards of Conduct, requirements are followed.

The Funds Administration Committee is accountable for ensuring that:

- the financial institution provides competitive interest rates and services; and

- contributions deposited with the financial institution are invested in such manner that they are insured by the Canada Deposit Insurance Corporation or the Credit Union Deposit Insurance Corporation.

Provincial Treasury is accountable for ensuring that:

- the financial and legal requirements of the program are followed;
- service fees charged by the financial institution are reasonable; and
- the legal agreement with the financial institution contains adequate protection for assets deposited.

The Office of the Comptroller General is accountable for ensuring that:

- Revenue Canada requirements are met.

The Participant is accountable for ensuring that:

- financial statements are reconciled and any discrepancies are reported in writing to the financial institution within specified timeframes;
- benefits selected during leave period are arranged for and maintained;
- all terms and conditions are completed and complied with; and
- contributions are made directly to the financial institution while in receipt of wage loss benefits, if the participant wishes to continue in the program.

The Commissioner Responsible for *Public Service Employee Relations Commission* is accountable for ensuring that:

- ministries are informed of current policy and administrative procedures;
- policy-related issues are addressed; and
- records, statistics and reports on the Deferred Salary Leave Program are maintained.

INFORMATION APPENDIX I PROBATION

The following are highlights of the Probation Policy, effective August 31, 1998 and pursuant to Section 9 of the *Public Service Act*. This policy is included for information purposes only and does not form part of the collective agreement.

1. All employees newly appointed to the public service under the *Public Service Act* are on probation until they have worked the equivalent of six months' full time.
2. A public service employee subsequently appointed to another public service position is on probation the equivalent of six months' full time if the employee:
 - (a) has not completed a full initial probation period; or
 - (b) is placed in a suitable alternate position in accordance with the Public Service Employee Relations Commission (PSERC) Policy Directive, Management of Health Related Absences; or
 - (c) has received a promotion (except as noted in #3 below); or
 - (d) is appointed to a position which has supervisory responsibilities and the employee has not supervised in previous positions; or
 - (e) has experienced past performance difficulties which have been discussed with the employee; or
 - (f) has demonstrably different job duties or responsibilities from the employee's previous positions.
3. With the exception of those items listed in #2, a subsequent probation may be imposed but it is not automatic. A decision must be made in each situation if a subsequent probation is to be imposed. A probation period for promotions under #2 (above) may be waived or partially waived if the selection panel determines the employee:
 - (a) was previously appointed, temporarily appointed, or substituted in the position or a similar position within the previous three years; and
 - (b) satisfactorily performed the duties of the position.

4. A rejection on probation constitutes a termination of employment unless:
 - (a) it is a rejection on probation for subsequent appointment; and
 - (b) the Employer considers that an alternate placement would be successful; and
 - (c) an appropriate placement can be identified within a ministry, within the employee's geographic location or reasonable commuting distance.

INFORMATION APPENDIX J

HUMAN RIGHTS IN THE WORKPLACE – DISCRIMINATION AND SEXUAL HARASSMENT

Objective

1. The objective of this policy directive is to assist employees and the Employer in preventing discrimination and sexual harassment, and to provide procedures for handling complaints.

Application and Scope

2. This policy directive applies to all employees covered by the Public Service Act. Protection against discrimination and sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.
3. This policy directive does not prevent an employee from filing a complaint under Section 13 of the *Human Rights Code*, however, employees are not entitled to duplication of process. Where an employee directs a complaint of discrimination or sexual harassment to the British Columbia Human Rights Commission or where they are included as an element of a grievance, the complaint will not be pursued through the formal process specified in this policy directive.

Note: In the event a complaint is pursued under the *Human Rights Code*, rather than this policy directive, ministries need to assess the nature and legitimacy of the complaint and, where necessary, take appropriate steps to correct the situation.

Principles

4. Discrimination and sexual harassment violate the fundamental rights, dignity and integrity of the individual. The Employer, in cooperation with its unions and associations, promotes a work environment that is free from discrimination and sexual harassment where all employees are treated with respect and dignity. Where discrimination or sexual harassment is found to have occurred, the Employer may implement remedial action.

Mandatory Requirements

Definitions

5. complainant
an employee(s) who has brought forward or filed a complaint under this policy directive alleging that discrimination or sexual harassment has occurred.
6. constituent groups
 - a. B.C. Government and Service Employees' Union
 - b. Professional Employees Association
 - c. Public Service Nurses' Bargaining Association
 - d. Excluded employees
 - e. BC Government Managers' Association
7. investigator
an individual named by a deputy minister to investigate through fact finding formal complaints of discrimination or sexual harassment.
8. respondent
an employee(s) who is alleged to have discriminated against or sexually harassed the complainant.

Discrimination

9. Discrimination relates to any of the prohibited grounds contained in the Human Rights Code. Prohibited conduct may be verbal, non verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

10. Employees have the right to employment without discrimination. Discrimination includes incidences of harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief or conviction of a criminal or summary conviction offence unrelated to an individual's employment.
11. Employees who bring forward a complaint under this policy directive will not be subject to reprisal. However, the Employer may take appropriate action, including discipline, if a complaint is found to be frivolous, vindictive or vexatious.

Sexual Harassment

12. Sexual harassment is a form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of the harassment.
13. Examples of sexual harassment include, but are not limited to:
 - a. a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - b. sexual advances with actual or implied work related consequences;
 - c. unwelcome remarks, questions, jokes or innuendo of a sexual nature including sexist comments or sexual invitations;
 - d. verbal abuse, intimidation or threats of a sexual nature;
 - e. leering, staring or making sexual gestures;
 - f. display of pornographic or other sexual materials;
 - g. offensive pictures, graffiti, cartoons or sayings;
 - h. unwanted physical contact such as touching, patting, pinching or hugging; and
 - i. physical assault of a sexual nature.

14. The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Confidentiality

15. All information regarding a complaint is to be treated in strictest confidence. Information that must be shared will be disclosed on a "need to know" basis.

Complaint Procedures

16. These procedures will also apply if either the complainant or the respondent is a deputy minister. In such cases, the Deputy Minister to the Premier will assume the function of the deputy minister for the purpose of these procedures.

Informal Process

17. Employees who believe that they have a complaint of discrimination or sexual harassment may approach their union or association representative, supervisor or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. A matter dealt with to the complainant's satisfaction is considered to be resolved.

Management Process

18. If the matter is not resolved to the complainant's satisfaction, or if the employee chooses not to proceed informally, the employee will approach the first level of excluded management, not involved in the matter, for assistance in resolving the complaint. This must be done within six months of the alleged occurrence. The complainant will approach the respondent's supervisor, if the first excluded level of management is the respondent.
19. The manager will review and take steps to resolve the complaint as appropriate. This must be done within thirty days of the matter being raised by the employee. Bargaining unit members, complainants or respondents may have a union representative present. Excluded employees may also wish to have a representative present.

20. The manager will discuss the proposed resolution with the complainant and the respondent.

Formal Process

21. If the resolution proposed as a result of the management review is not acceptable, the complainant may refer the matter through the appropriate constituent group to the deputy minister or the deputy minister's designate. This must be done in writing and within thirty days of receiving the manager's response or when the response was due.
22. An employee who is not a bargaining unit member may file a written complaint directly with the deputy minister. The employee must file within thirty days of receiving the manager's response or when the response was due. The employee may seek assistance through the ministry co-ordinator, human resource personnel or association representative.
23. A written complaint will specify the details of the allegation including:
 - a. name, title and ministry of the respondent;
 - b. a description of the action, conduct, events or circumstances involved in the complaint;
 - c. the specific remedy sought to satisfy the complaint;
 - d. dates of incidents;
 - e. names of witnesses (if any); and
 - f. prior attempts to resolve (if any).
24. The deputy minister will provide a copy of the complaint to the respondent. The deputy minister or designate will acknowledge, in writing, receipt of the written complaint, have the matter investigated and take such steps as may be required to resolve the matter.
25. The constituent group and the employees involved will be advised in writing of the proposed resolution. This will be within thirty days from the date the deputy minister received the written complaint or a later date mutually agreed to by the constituent group and the ministry.

Matters, which remain unresolved, may be referred to adjudication or dispute resolution as identified below.

Adjudication - Bargaining Unit

26. When the matter is not resolved following the formal process, the bargaining agent may refer the matter to adjudication. This must be within thirty days of receiving written notification of the proposed resolution or such other date as may be mutually agreed between the ministry and the union, as follows:
 - a. When a complaint has been filed at the adjudication stage, an adjudicator will be appointed by the Employer within ten days of receiving notice to proceed to adjudication. The adjudicator will be selected from a mutually agreed to list. Other adjudicators may be appointed with the agreement of the Employer and constituent groups. Adjudication will be conducted in a manner to ensure those involved receive a fair hearing. The adjudicator will determine the procedure and may admit any evidence deemed necessary or appropriate, consistent with the principles of natural justice. The adjudication will be held in private and the Employer has the right to full representation at the hearing.
 - b. The adjudicator may:
 - make findings of fact;
 - decide if, on the facts, discrimination or sexual harassment has occurred;
 - attempt to mediate a resolution to the complaint; and
 - make recommendations regarding resolution of the complaint, which may include discipline.
 - c. The adjudicator will forward their written decision and recommendations as expeditiously as possible to:
 - the complainant;
 - the respondent;
 - the deputy minister; and
 - the constituent group.

- d. The decision as to whether or not discrimination or sexual harassment has occurred is binding on the Employer, the complainant, the respondent and the constituent group.

Implementation of the Resolution

27. Where a matter has proceeded to the adjudicator, the deputy minister will consider the decision and recommendations of the adjudicator in finalizing what action should be taken. The complainant, the respondent and any other applicable party will be notified of the deputy minister's decision within five working days of receiving the report of the adjudicator.
28. Any action taken by the Employer, including discipline, that is consistent with the findings of fact of the adjudicator must be considered by all parties as being determinative of the complaint and will not form the basis of a grievance for bargaining unit employees or a dispute from an excluded employee.
29. Pending the outcome of the complaint process, the deputy minister may take interim measures to separate the employees concerned. Such action is not considered disciplinary in nature or seen as a pre-determination of the merits of the allegation. Complainants will not be relocated without their agreement.
30. If the adjudicator determines that discrimination or sexual harassment has occurred, the Employer will document the personnel file of the respondent accordingly.

Dispute Resolution - Excluded Employees

31. If the matter is not resolved following the formal investigation, excluded complainants may refer the matter in writing directly to the Commissioner of PSERC. The employee must submit the dispute within thirty days of receiving the deputy minister's proposed resolution.
32. The Commissioner will process the dispute as specified in the policy directive, Dispute Resolution - Excluded Employees.

RESPONSIBILITIES

PSERC

33. The Commissioner is responsible for:
- a. pro providing advice and assistance on the application of this policy directive to ministries and employees;
 - b. giving direction that complaints and investigations are treated in confidence;
 - c. coordinating the development of awareness, training and communication programs in support of this policy directive;
 - d. appointing an adjudicator to hear complaints of discrimination or sexual harassment not resolved following a formal investigation by a deputy minister;
 - e. forming a dispute resolution panel, when required; and
 - f. conducting formal investigations, when required.

Ministries

34. Deputy Ministers are responsible for:
- a. fostering discrimination and sexual harassment free workplaces;
 - b. providing for employees attendance at the mandatory discrimination and sexual harassment awareness session(s);
 - c. disseminating to employees information of the complaint process established by this policy directive;
 - d. ensuring that complaints raised by ministry employees are investigated and addressed within the time frames established by this policy directive;
 - e. developing a system that enables all employees to be aware of their responsibilities relevant to this policy directive;
 - f. ensuring that complaints and investigations are treated in confidence;
 - g. ensuring that the number and grounds of complaints handled under this policy directive are tracked and reported as required to PSERC;
 - h. ensuring that resolutions are implemented; and
 - i. delegating authority and responsibility, where applicable, to

apply this policy directive within their organization.

35. Excluded managers are responsible for:
 - a. developing workplaces, for which they are responsible, free from discrimination and sexual harassment;
 - b. informing all employees, for which they are responsible, of this policy directive;
 - c. investigating and resolving complaints within the time frames established by this policy directive;
 - d. reporting complaints that are investigated to the Ministry Discrimination Prevention Coordinator;
 - e. treating complaints and investigations in confidence as appropriate; and
 - f. following up on resolutions to ensure that they have been implemented and are working.
36. Ministry Discrimination Prevention Coordinators are responsible for:
 - a. providing advice and assistance to ministry staff on the application of this policy directive;
 - b. distributing information to all ministry personnel responsible for implementing this policy directive;
 - c. collecting information on complaints of discrimination and sexual harassment and reporting as required to PSERC;
 - d. maintaining case files of management and formal investigations in a safe and secure place;
 - e. forwarding case files to PSERC in the event that an adjudication or dispute resolution panel is conducted;
 - f. treating complaints and investigations in confidence; and
 - g. following up on resolutions to ensure that they have been implemented and are working.
37. Employees are responsible for:
 - a. treating fellow employees with respect;
 - b. refraining from discrimination and sexual harassment as defined by this policy directive;
 - c. treating complaints in confidence; and
 - d. meeting the time frames specified in this policy directive.

INFORMATION APPENDIX K POSTINGS

The following provides guidance regarding the administration of Article 12. The following is included for information purposes only and does not form part of the Collective Agreement.

Article 12 of Nurses Master Agreement outlines notification requirements in relation to postings and panels.

- Article 12.01(j) requires that copies of the posting be sent to the union (UPN and BCNU)
- Article 12.02(b) requires the Employer to give reasonable notice to any employee selected to appear before a Selection Panel and that similar notice be provided to the Union. The head steward for the jurisdictional area or their designate will also be given appropriate notice.
- Article 12.05 requires that the Union (UPN and BCNU) be notified of any promotions made to positions in which the incumbent would be in the Bargaining Unit. Such notification can be made to the Union Offices.

The Union of Psychiatric Nurses can be contacted by fax at (604) 931-1070 or by email to upn@telus.net

The British Columbia Nurses' Union can be contacted by fax (604) 433-7945 or by telephone toll free at 1-888-284-2222.

MEMORANDUM OF UNDERSTANDING #1 NEW FACILITIES

It is agreed that all vacancies for professional nurses to be established in new facilities shall be posted internally and current employees covered by this Agreement will be given preference in filling such vacancies, wherever possible. The provisions of Treasury Board Order 88 and 61 apply.

MEMORANDUM OF UNDERSTANDING #2 RESIGNATION PROMPTING

It is understood and agreed that the Employer will not make any suggestions to the employee that they resign in order to facilitate ease of termination but, rather, that the proper procedures for the dismissal of an employee as contained in this Agreement are pursued if appropriate.

Notwithstanding the foregoing:

- if the suggestion to resign is of the employee's own volition, or
- if the Employer representative states, in the presence of a Union steward, that the Employer is prepared to accept a resignation,

then it shall be deemed as not contradictory to the intention of this Memorandum.

MEMORANDUM OF UNDERSTANDING #3 SAFEGUARDING VULNERABLE PEOPLE

The parties recognize that within the Public Service there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the Government's responsibility of safeguarding vulnerable people.

Vulnerable people include children, mentally ill, mentally retarded, or physically incapacitated adults.

MEMORANDUM OF UNDERSTANDING #4

Deleted date of signing of Tenth Master Agreement - see Clause 16.15.

**MEMORANDUM OF UNDERSTANDING #5
PRE-EMPLOYMENT ELIGIBILITY AND CHECK-OFF
ADMINISTRATION**

The following is the Authorization of Dues Deduction form approved by the Parties, as provided for in Article 4(b):

TO _____ Hospital/Agency

I currently hold practicing registration as ☐ RPN ☐ RN ☐ both and until this authority is revoked by me in writing, I _____ (print name) HEREBY AUTHORIZE the Government of the Province of British Columbia to deduct from my wages

and pay to the:

☐ Union of Psychiatric Nurses

OR

Check only one

☐ British Columbia Nurses' Union

The amount of the regular dues payable to the Union by a member of the Union.

I further authorize that the Government of the Province of British Columbia provide the following information to the applicable Union.

Mailing Address _____

Postal Code _____

Home telephone _____ Work telephone _____

Social Insurance No. _____ Job classification _____

Employment Site _____

Employment Status Regular Full-Time ☐ Casual Auxiliary ☐

Regular Part-Time ☐ On-Call Auxiliary ☐

Signature _____ Date _____

Nurses holding Practicing Registration as a Registered Nurse must remit dues to the British Columbia Nurses' Union.

Nurses holding Practicing Registration as Registered Psychiatric Nurse must remit dues to the Union of Psychiatric Nurses.

Nurses holding Practicing Registration as both a Registered Nurse and a Registered Psychiatric Nurse must remit dues to the Union of their choice.

BRITISH COLUMBIA NURSES' UNION
4060 Regent Street
Burnaby BC
V5C 6P5

UNION OF PSYCHIATRIC NURSES
200 - 508 Clarke Road
Coquitlam BC
V3J 3X2

MEMORANDUM OF UNDERSTANDING #6 TRANSFERS WITHOUT POSTING

Re: Master Agreement Clause 12.09(b)

The parties agree to establish a consultative joint committee comprised of two representatives from the Employer and one representative from each of the unions. The joint committee shall meet every 90 days or at the call of either party.

The terms of reference for the committee shall be:

- (1) to serve as a reviewing forum for employee initiated lateral transfers;
- (2) to establish an administrative process for the review of such requests;
- (3) to consider such requests in the context of:
 - (a) operational requirements
 - (b) employee preferences; and
 - (c) interests of the Public Service;
- (4) to facilitate consistent and equitable treatment of such requests which may include circumstances such as spousal transfer, family support systems, educational opportunities;
- (5) to, where deemed by the committee to be appropriate, make recommendations to the appropriate Deputy Minister, or designate, in respect of any individual request.

Applicants for employee initiated lateral transfers shall be provided with written reasons if their request is denied.

MEMORANDUM OF UNDERSTANDING #7 RE: *HUMAN RIGHTS CODE*

The parties subscribe to the principles of the *Human Rights Code* of British Columbia.

The parties continue to promote within the framework provided by the law, an

effective work environment that is free from discrimination where all employees are treated with respect and dignity.

The parties will continue to review methods of extending knowledge of the *Human Rights Code* to employees.

As such:

- On the date of signing of the 12th Master and Component Agreement, a joint Labour/Management ad hoc Committee will be formed for the purposes of reviewing the current policy and procedures of the various worksites covered by this agreement.
- The Committee shall consist of two representatives from the Public Service Nurses' Bargaining Association and two representatives of the BC Public Service Agency. The Committee shall also add other representatives from specific worksites on a temporary basis as needed.
- The Committee's mandate will be to review the discrimination policies, procedures and practices of the individual worksites to ensure that they are in compliance with current jurisprudence and practices. In particular, the committee will review the assumptions that result in determining whether a certain job or work unit requires a specific gender and determine if such restrictions are appropriate.
- The Committee shall also develop an information pamphlet that describes the duty to accommodate and the obligations that this creates for the Employer, Unions and individuals.
- The Committee will meet within sixty (60) days of the date of signing the 12th Nurses Master and Component Agreements and shall meet regularly until all relevant worksites have been reviewed and the information pamphlet has been completed. Once the mandate is completed the Committee will stand down.

MEMORANDUM OF UNDERSTANDING #8 IMPROVEMENT OF BENEFIT ENTITLEMENT

Deleted date of signing of Ninth Master Agreement.

***MEMORANDUM OF UNDERSTANDING #9
REVISIONS OF BENEFITS**

The Parties agree that the following provisions shall be revised and implemented on the same basis as the changes made to the equivalent provisions in the 15th Master Agreement between the Province of B.C. and the BCGEU:

- **Article 21 – Maternity/Parental/Adoption Leave**
- **Clause 25.02 – Extended Health Care Plan**
- **Appendix 3 – Short Term Illness and Injury Plan and Long Term Disability Plan**
- **Clause 29.11 – Weekly Indemnity**

**MEMORANDUM OF UNDERSTANDING #10
RIVERVIEW/VALLEYVIEW HOSPITAL AMALGAMATION**

On April 1, 1986 Riverview and Valleyview Hospitals amalgamated into one hospital/facility and presently operates under the B.C. Mental Health Society.

To facilitate the continued transition from the two separate hospitals into one facility, the following understanding shall continue to apply.

For the below named groups, it is agreed that Riverview/Valleyview represents one facility (hospital):

1. Nurse Level 9 and above.
2. All nurses hired after the date of amalgamation.
3. All auxiliary nurses.
4. Any other position or classification as agreed to from time to time by the bargaining principals.
5. Individual employees by mutual agreement of the employee and their supervisor.

For those employees who were employed in Riverview Hospital or Valleyview Hospital prior to April 1, 1986 and are not identified in the aforementioned groups, then, the collective agreements and the following shall apply:

1. Employees at Riverview may, at their option, continue within the Adult Program.
2. Employees of Valleyview may, at their option, continue within the Geriatric Program.

MEMORANDUM OF UNDERSTANDING #11 EMPLOYMENT EQUITY

Pursuant to the Provincial Government's Employment Equity Policy, the Employer and the Union agree to establish a Joint Standing Committee mandated to develop a framework for implementation and maintenance of employment equity measures as they apply to nurses covered under this collective agreement:

- (a) The Joint Committee will be comprised of four representatives appointed by the Employer and four representatives appointed by the Union.
- (b) Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Joint Committee may establish sub-committees and consult with other government groups as may be necessary in carrying out its mandate.
- (d) The parties agree that sufficient priority will be given to the work of the Joint Committee to ensure timeliness.
- (e) As per Clause 31.04 of this Agreement amendments to the existing collective agreement related to employment equity may be made by mutual agreement of the parties.

MEMORANDUM OF UNDERSTANDING #12 NURSING ADVOCACY COMMITTEE

A. Committee Structure

At the request of either party, the parties will form a joint committee of three representatives from the Employer and three from the Union.

The Union representatives attending at committee meetings will be granted Union leave without loss of basic pay.

Meetings of the committee shall be held at the call of either party within 21 calendar days of such call.

Members of the committee shall have access to any Ministry or facility policy and procedure manuals as required to undertake its mandate.

Part B of this Memorandum is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master Agreement.

B. Committee Mandate and Responsibilities

The mandate of the committee is to ensure that direct caregiver input is an integral element of the Employer's policy development and response to the changing demands in health care delivery.

The committee will be charged with specific responsibility for the following areas:

Professional Responsibility

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

- nursing practice conditions
- safety of patients
- workload

The committee will oversee the reporting infrastructure outlined below, which is a vehicle for employees to raise concerns in respect of the above.

(a) Hospital Component

(i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.

(ii) Within 14 calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.

(iii) Within 14 calendar days after receipt of the written concern pursuant to (ii) above, should the matter remain unresolved, the employee shall refer it to the local standing joint committee. If it is determined by the local committee to be worksite specific, local initiatives shall be implemented, where possible, to resolve the matter.

(iv) If the concern is not resolved or if it is determined to have broader implications, the local standing joint committee shall refer the matter to the Nursing Advocacy Committee formed under this Memorandum.

(b) Community Component

(i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.

(ii) Within 14 calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.

(iii) Within 14 calendar days after receipt of the written concern, the employee, the employee's union representative or designate, the employee's immediate supervisor and the responsible excluded manager shall discuss the concern. If it is determined to be worksite specific, local initiatives shall be implemented, where possible, to resolve the matter.

(iv) If the concern is not resolved or if it is determined to have broader implications the employee or the responsible excluded manager shall

refer the matter to the Nursing Advocacy Committee formed under this Memorandum.

(c) The Nursing Advocacy Committee shall review the matter and, if required, make recommendations to the Deputy Minister or facility Chief Executive Officer, as the case may be, as to options available for resolution.

(d) Within 30 calendar days after receipt of the committee's recommendations, the Deputy Minister or facility Chief Executive Officer as the case may be, shall advise the employee in writing of their decision with copies to the Nursing Advocacy Committee, the responsible excluded manager, the employee's immediate supervisor, and the local standing joint committee (Hospital Component).

The Nursing Advocacy Committee may make specific recommendations to the bargaining principals which relate to improving the processes outlined in this Memorandum and any other recommendations it may consider necessary to promote and maintain safe patient/resident/client care, safe nursing practice and the safety of patients and nurses.

MEMORANDUM OF UNDERSTANDING #13 AUXILIARY EMPLOYEES HIRED FOR DOWNSIZING/CLOSING FACILITY

In the event of a downsizing or closure of a hospital, clinic or other facility, individuals hired as an auxiliary employee, notwithstanding the Master Agreement, shall not have their status changed to regular provided:

- (1) the employee is advised of such status and condition in their letter of appointment;
- (2) the purpose is to facilitate the downsizing or closure of a hospital, clinic or other facility;
- (3) such auxiliary appointment shall not exceed three calendar years.

In the event such auxiliary appointment exceeds three calendar years, then the auxiliary status will be determined in accordance with Clause 29.14 of the Master Agreement commencing at the date the appointment exceeds three years.

Should such an auxiliary employee be laid-off, within the first three years of their appointment, then:

- (1) if the auxiliary employee is working in a hospital, clinic or other facility that is not being downsized or closed then the auxiliary employee will be subject to Article 29 of the Master Agreement.
- (2) if the auxiliary employee is working in a hospital, clinic or other facility that is being downsized or closed, then the auxiliary employee's seniority will be lost the date of layoff.

***MEMORANDUM OF UNDERSTANDING #14 LABOUR ADJUSTMENT**

Should the Employer or the Union believe there is a need for a labour adjustment program in response to a downsizing and/or closure during the term of this Agreement, the parties agree to meet and establish a labour adjustment program which recognizes that there may exist issues which are unique to the terms and conditions of employment established between the parties to this Agreement. In developing the labour adjustment strategy, the parties may consider other issues including, but not necessarily limited to:

- principle that the first obligation is to employees of the bargaining unit
- job placement enhancement initiatives, including canvassing affected employees for voluntary options
- expansion of displacement capabilities, including access to vacancy/displacement options equivalent to those available to laid off employees
- layoff notification extensions

Notwithstanding the generality of the foregoing, the parties agree that devolution **at times** is an ongoing poly-party process, which may have direct affect on employees, as patients are placed in **different** settings.

As such, the parties agree that flexibility and creativity best serve the objective of minimizing adverse impact on employees.

The parties agree there are a number of key mechanisms which can assist employees and **the Employer** in ensuring **that** transitions properly serve the interests of patients, employees and health care objectives.

If the parties agree that there is a need for a labour adjustment program, they will establish a Labour Adjustment Committee (LAC), specifically to **respond to the downsizing and/or closure.**

Terms of Reference

- 1. The Committee will be comprised of no more than four appointees each from the Union and Employer.**
- 2. The Committee will meet no later than thirty days after the **date of the announcement of a potential closure or downsizing**, and thereafter at the call of either party.**
- 3. A primary objective of the Committee is to ensure the dissemination of timely and accurate information including, but not limited to:**
 - (a) ward closures;
 - (b) employee options;
 - (c) communication options;
 - (d) type and level of information sharing;
 - (e) applicability of ERIP/VDP initiatives;
 - (f) seniority lists as required.
- 4. The Employer will provide timely information generally as well as specifics for individual employee circumstances, such as confirmation of all regular and auxiliary seniority totals with the Employer.**
- 5. The parties agree that **third parties may** assist in providing timely fact-based input which will assist in Committee deliberations.**

Nothing in the Memorandum of Understanding detracts from or compromises either parties' rights under the **14th** Nurses Master and Component Agreements or relevant legislation.

**MEMORANDUM OF UNDERSTANDING #14A
LABOUR ADJUSTMENT (UPN)**

Deleted date of signing of Twelfth Master Agreement.

**MEMORANDUM OF UNDERSTANDING #14B
LABOUR ADJUSTMENT (BCNU)**

Deleted date of signing of Twelfth Master Agreement.

**MEMORANDUM OF UNDERSTANDING #15
TRANSITION COMMITTEE**

**Re: Transition of Health Care from the British Columbia Public Service to
Health Authorities and/or Other Health Care Employers**

The Parties agree that the transition of health care from the British Columbia Public Service to Health Authorities and/or other health care employers will not be accomplished by means of, nor result in, a shift of services from the present employer to other employers unless said employers are required to become the successor employer to the Government and are required to employ the current employees, including auxiliary employees, engaged in providing such services.

In order to facilitate the transition of health care delivery services from the public service to Health Authorities and/or other health care employers, the Parties to this memorandum agree to convene a joint committee to ensure that the transitional process proceeds in a manner that takes into consideration, the interests of each of the Parties.

The joint committee will be comprised of members of each of the following:

BCPSA

HEABC or the bargaining representative of the receiving employer

the Public Service Employer(s), and

the PSNBA

The Employer commits HEABC or the bargaining representative of the receiving employer and the Public Service Employer(s) as participants on the joint committee.

The joint committee will meet as required at the call of BCPSA or the PSNBA.

The terms of reference of the committee will be to address those matters which arise as a result of the changed employment relationship resulting from the reallocation of human resources from the Government of British Columbia to the health authorities and/or other health care employers.

This shall include but not be limited to the following:

1. The process by which regular and auxiliary nurses are transferred to the new employers;
2. The creation of an employee tracking system to provide all Parties with accurate and timely information on those nurses who may be affected by the transfer of programs or service to the new employers;
3. The Government of British Columbia (BCPSA) will identify for the joint committee those public service programs and associated nursing positions which will remain with the Government of British Columbia.

MEMORANDUM OF UNDERSTANDING #16 PHASE OUT OF GLENDALE LODGE AND WOODLANDS

Deleted date of signing of Ninth Master Agreement

MEMORANDUM OF UNDERSTANDING #17 TRANSITION COMMITTEE (BCNU)

Re: Transition of Community Based Health Care from the British Columbia Public Service to Community Health Councils (CHC) and/or Regional Health Authorities (RHA). [BCNU]

Deleted date of signing of Eleventh Master Agreement

**MEMORANDUM OF UNDERSTANDING #18A
CLASSIFICATION AND EQUITY (BCNU)**

Deleted date of signing of Eleventh Master Agreement

**MEMORANDUM OF UNDERSTANDING #18B
CLASSIFICATION AND EQUITY REVIEW (UPN)**

Deleted date of signing of Tenth Master Agreement.

**MEMORANDUM OF UNDERSTANDING #19
ROLE OF THE REHABILITATION COMMITTEE**

The Parties agree to establish a Joint Committee consisting of up to four representatives from the Union and up to four representatives from the Employer to revise the role of the Rehabilitation Committee to:

- (a) • improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;
 - improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
 - identify and address systemic causes of illness and injury and consequent STIP/LTD usage.
- (b) Clearly establish responsibility for case management in ministries, with the Committee providing advice and recommendations as required. Such recommendations may include:
- improved placement options for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 3, Part IV (d)(4).

Senior ministry representatives are to be designated as Employer representatives to the Committee for cases from their ministries.

- (c) Ensure sharing of all information pertinent to a case with the parties involved (union, employer, Government Employee Health Services, insurance carrier).

Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

(d) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed the government average. Where health and safety measures may be indicated, or where otherwise appropriate, the Committee may coordinate their investigation with the Provincial Joint Occupational Health and Safety Committee and make recommendations to the parties depending on the findings.

(e) Review current forms used for STIIP and LTD and Rehabilitation in order to make them simple and more effective and/or eliminate duplication.

(f) Develop provisions for expansion of the Joint Advisory Committee to include representation from the College of Physicians and Surgeons on matters which relate to the practice of occupational medicine as it relates to the effective administration of the STIIP and LTD plans.

MEMORANDUM OF UNDERSTANDING #20 BOARD AND LODGING AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

"stationary employees" are employees who occupy positions that require them to

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"mobile employees" are those who occupy positions requiring assignment to a *"temporary"* headquarters for a significant period of time for each specific project

and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

"field status employees" who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

"seasonal field employees" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"permanent camp" is a camp which will be established and occupied continuously for more than one year;

"seasonal camp" is a camp that will be established and occupied less than five months and is usually comprised of tents and, where feasible, trailers;

"fly or sub-base camp" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"local hire" is a person who is hired or is domiciled within 80 kilometers of the job site by means of the shortest road route;

"travel status" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"headquarters or geographic location" is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties. When employees are relocated, this definition may be redefined where exceptional circumstances such as unusual road conditions exist.

"dependents" for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"private dwelling house" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "House", "residence" and "property" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes;

"reasonable amount of property" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

Part I Board and Lodging Regulations

1.01 Consistent with the intent of Memorandum of Understanding #9, the Treasury Board Order respecting Board and Lodging Regulations shall be made available to employees, from their local pay office, upon an employee's request.

Part II Relocation Expenses

2.01 Policy

- (a) Relocation expenses will apply:
 - (1) to regular employees and to auxiliary employees who qualify pursuant to Clause 29.02 who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;
 - (2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position

which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Board and Lodging Regulations will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another.

(2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions.

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.02 Travel Expenses on Relocation

(a) Initial trip to seek new accommodation:

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to Employer and employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with the current Treasury Board Order on Travel Expenses.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) Travelling expenses moving to new location:

The Employer shall provide reimbursement of travel expenses incurred during the relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven days at the new location, when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

Meals:

- Adults - full rate
- Children 12 and under - one-half rate

Motel or Hotel:

- on production of receipts.

Private lodging

- at old or new location at current rate.

(c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.03, the employee will be reimbursed for their dependents' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

2.03 Living Expenses Upon Relocation At New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) The Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of \$25 per day up to a maximum of 30 days; or

(b) The Employer shall pay an employee accompanied by dependents at the new location, a living allowance of \$30 per day up to a maximum of 60 days.

(c) Where an employee is receiving the payment in (a) above and is later joined by their dependents at the new location and the employee is still eligible

for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

2.04 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects and chattels up to 8,165 kilograms including any item(s) which the contract mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$60,000;
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) \$500 for a move not exceeding a distance of 240 kilometers;
 - (2) \$800 for a move which exceeds a distance of 240 kilometers;
 - (3) \$250 where the employee is entitled to receive the amount pursuant to Section 2.07(d).
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.05 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:

- (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending location is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:
- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
 - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$5,000;
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$60,000;
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of \$600 upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of \$2,500 upon production of receipts.
- (d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Section 2.04 and 2.10.

2.06 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.07 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only, one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made.

- (a) when an employee purchases a private dwelling house in the new location - \$600;
- (b) when the employee is moving to rental accommodation in the new location - \$300;
- (c) when an employee is moving with a mobile home - \$200;
- (d) When the employee is moving to room and board - \$150.

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

2.08 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date and wherever possible, at least one month's notice shall be given. Where less than one month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date

given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at new location.

2.09 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

On relocation, or within one year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of \$8,500 charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation;
- (b) An employee who has sold their own home without the aid of a Realtor shall be entitled to claim \$2,000;
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - (1) 1% of the first \$50,000 of the purchase price;
 - (2) one-half of 1% of any amount of the purchase price above \$50,000;
 - (3) the total cost to the Employer under part (c) shall not exceed \$1,000.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only;
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Part III

Where a regular employee is required by the Employer to relocate (see Master Agreement Clause 12.08):

- (a) as a result of the Employer moving its operation from one geographic location to another and which has been approved by Treasury Board;
- (b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice.

The employee will be entitled to the following reimbursements in addition to the provisions of Memorandum of Understanding #20, Part II, upon production of receipts:

- (a) real estate commission fees not to exceed \$15,000. Where a claim is made under this section, there shall be no entitlement to Memorandum of Understanding #20 Part II, 2.10(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed \$200 and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

***MEMORANDUM OF UNDERSTANDING #21**

ASSISTANT LEADER

For the term of the **14th** Master Agreement, the Parties agree to establish an additional basic rate of pay, outside of Appendix 6, for the sole purpose of compensating Nurses in the position of Assistant Team Leader (ATL) in Child and Youth Mental Health Programs, Ministry of Children and Family Development.

This rate of pay will be halfway between current existing rates of pay for Nurse 7 and Nurse 9. The rates will be adjusted to reflect the general wage increases applicable to the bargaining unit members. The wage schedules for the term of the Agreement are reflected in the Attachment to this Memorandum.

For administrative purposes a new classification code “Nurse (ATL)” will be created.

ATTACHMENT TO MEMORANDUM OF UNDERSTANDING #21

Assistant Team Leader Wage Schedule Ministry of Children and Family Development

This salary schedule is based on six steps with 18-month intervals and reflects increases outlined in Appendix 6.

EFFECTIVE JANUARY 1, 2007

Step	Annual	Monthly	Bi-weekly	Hourly
1	55,357.84	4,613.15	2,121.86	30.3123
2	59,615.88	4,967.99	2,285.07	32.6439
3	61,759.90	5,146.66	2,367.25	33.8179
4	66,003.58	5,500.30	2,529.91	36.1416
5	67,998.11	5,666.51	2,606.36	37.2337
6	72,659.74	6,054.98	2,785.04	39.7863

EFFECTIVE JANUARY 1, 2008

1	57,295.23	4,774.60	2,196.12	31.3731
2	61,702.50	5,141.88	2,365.05	33.7864
3	63,921.65	5,326.80	2,450.11	35.0016
4	68,313.53	5,692.79	2,618.45	37.4064
5	70,377.97	5,864.83	2,697.58	38.5369
6	75,202.67	6,266.89	2,882.51	41.1787

EFFECTIVE JANUARY 1, 2009

1	59,300.72	4,941.73	2,272.99	32.4713
2	63,862.17	5,321.85	2,447.83	34.9690
3	66,158.81	5,513.23	2,535.86	36.2266
4	70,704.61	5,892.05	2,710.10	38.7157
5	72,841.33	6,070.11	2,792.00	39.8857
6	77,834.82	6,486.24	2,983.40	42.6200

EFFECTIVE JANUARY 1, 2010

1	61,791.20	5149.27	2,368.45	33.8350
2	66,544.41	5545.37	2,550.64	36.4377
3	68,937.58	5744.80	2,642.37	37.7481
4	73,674.10	6139.51	2,823.92	40.3417
5	75,900.56	6325.05	2,909.26	41.5609
6	81,103.81	6758.65	3,108.70	44.4100

***MEMORANDUM OF UNDERSTANDING #22**
RE: RECRUITMENT AND RETENTION INCENTIVE ADJUSTMENT

The Parties recognize that the public service shares in the systematic difficulty of recruiting and retaining nurses. Incentives to address these problems can assist public service employers in offering comparable career opportunities to prospective employees.

Therefore, the Parties agree to address specific recruitment and retention difficulties in the following manner:

For the term of the 14th Nurses Master Agreement:

1. When working afternoon shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of 30 cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed \$1.50 per hour.
2. When working night shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of \$1.65 per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed \$2.95 per hour.
3. In addition to any other premiums or incentives received, an employee will receive a recruitment and retention supplemental payment of \$1.50 per hour worked between 2300 hours Friday and 2300 hours Sunday.
4. For the purposes of applying the terms of the collective agreement the above noted supplemental payments will be applied in the same manner as the shift differential in Article 15.

***MEMORANDUM OF UNDERSTANDING #23**
**RE: ONE-TIME PAYMENT – 2007-2010 13TH NURSES' MASTER AND
COMPONENT AGREEMENTS**

Deleted date of signing of Fourteenth Master Agreement.

***MEMORANDUM OF UNDERSTANDING #24
RE: FISCAL DIVIDEND**

Deleted date of signing of Fourteenth Master Agreement.

***MEMORANDUM OF UNDERSTANDING #25
RE: NEW GRADUATES: MENTORSHIP PROGRAM**

The Employer and Union representatives, at the local level, may 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 auxiliary employees and will be assigned temporary full-time/part-time assignments for up to the eight (8) weeks of the Mentorship Program.

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.

Once the Mentorship Program assignment has been completed the new graduate will be reassigned to the on-call auxiliary pool and be subject to the normal terms of Article 29. A new graduate may not have access to more than one Mentorship Program assignment.

Programs will be reviewed on an annual basis.

**LETTER OF UNDERSTANDING #1
SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN
MATERNITY/PARENTAL LEAVE**

A and B

Deleted date of signing of Eleventh Master Agreement

**LETTER OF UNDERSTANDING #2
TRANSPORTATION FOR NURSES IN CORRECTIONAL CAMPS**

Deleted date of signing of Twelfth Master Agreement.

Should the Employer in the future, employ employees in northern and isolated areas, Letter of Understanding #2 of the Eleventh Master Agreement shall apply to such employees.

**LETTER OF UNDERSTANDING #3
REGARDING AUXILIARY EMPLOYEES - STIIP**

Deleted date of signing of Thirteenth Master Agreement.

LETTER OF UNDERSTANDING #4
RE: MASTER AGREEMENT ARTICLE 27.14
STANDBY PROVISIONS – RIVERVIEW HOSPITAL

- (1) The nine incumbent Clinical Service Managers at Riverview will remain in the bargaining unit and the Employer will not be pursuing the exclusion of such employees.
- (2) The Employer will not declare any of the nine Public Service Clinical Service Manager positions redundant until such time as the incumbents vacate their positions.
- (3) For the purpose of Clause 27.14, the last line of the provision “It is not the policy of the Employer to have Employees on standby duties during Statutory Holidays” will not apply to the incumbents of the nine Clinical Service Manager positions.
- (4) Item 3 above will be effective March 15, 2005.

Please be advised PHSA intends to post four Clinical Service Manager positions for Riverview and five Clinical Service Manager positions for FPH. The vacancies will be posted in PHSA.

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COMMUNITY SERVICES NURSES COMPONENT

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ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

- (a) Subject to the provisions of the Master Agreement entered into between the Employer and the Union the purpose of this Agreement is to set out those terms and conditions of employment applicable only to employees included in the Community Services Nurses Component defined in Appendix 1(a) of the Master Agreement.
- (b) This Agreement is subsidiary to and deemed part of the said Master Agreement.
- (c) The provisions of the Master Agreement shall have the same force and effect in this Agreement as if they were included herein.
- (d) The parties to this Agreement believe that the provisions thereof encourage the continuing development of an excellent standard of health services to the public.
- (e) The salaries for employees covered by this Agreement as negotiated by the parties to the Master Agreement are recorded in Appendix 6 of the Master Agreement.

1.02 Terminology

- (a) All terms used in this Agreement shall have the same meaning as defined in the Master Agreement unless otherwise specified in either Agreement.
- (b) Whenever the term "Component Agreement" is used it shall be deemed synonymous to the term subsidiary agreement as used in the *Public Service Labour Relations Act*.

ARTICLE 2 - INVALID ARTICLES

In the event that legislation or a court of competent jurisdiction renders null and void or materially alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

ARTICLE 3 - UNION-MANAGEMENT COMPONENT COMMITTEE

3.01 Establishment

The Union and the Employer recognize the initial value of ongoing joint discussions and consultation in matters pertaining to working conditions, employment services and labour-management relations.

The Union-Management Component Committee shall be established to represent each unit specified in Appendix 1(a) of the Master Agreement consisting of equal numbers of employees nominated by the Union and Employer representatives with a minimum of two and a maximum of four from each party. The Committee may use additional persons for technical information or advice. The Committee may establish sub-committee or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

3.02 Meeting of Committee

The Committee should meet not less than four times each year or at the call of either party at the time and a place fixed by mutual agreement. However, such meetings must be held not later than 30 days after their request has been given. Employees shall not suffer loss of basic pay for time spent on the Committee.

3.03 Chairperson of Meeting

An Employer representative and an employee nominated by the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

3.04 Responsibilities of Committee

The Committee shall deal with any matter relevant to the Community Component referred to the Committee by the bargaining principals. Notwithstanding the generality of the above, the Committee may:

- (a) conduct studies and make recommendations on matters giving rise to grievances and misunderstandings;
- (b) receive complaints with regards to, and make recommendations on matters of safe working conditions;

(c) deal with any other matters affecting the Community Services Nurses Component employees;

(d) the Committee shall not have jurisdiction over salaries or any matter of collective bargaining, including the administration of this Agreement, unless otherwise agreed by the bargaining principals.

ARTICLE 4 - HOURS OF WORK AND WORK WEEK

4.01 Hours of Work and Work Week

(a) Recognizing the particular and unique needs of clients dealing with government-community based health care services and that the provision of such services cannot always be predicted accurately in advance; the parties agree that work schedules for employees engaged in such activities will be scheduled on a flexible basis in the interest of patient care and/or efficiency.

(b) The scheduled hours of work for nurses within this component shall be flexible to a maximum of 140 hours within a four-week period. The Employer will identify each four-week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.

Scheduling Parameters

(1) It is intended that the base schedule to which flexibility is to be applied shall be a seven-hour work day.

(2) In planning the proposed schedule, the seven-hour work day may be altered by mutual agreement if it is in the interest of patient care and/or efficiency or to complete work due to exceptional circumstances. Such a schedule will ensure the work day does not exceed 10 hours per day excluding travel.

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 seven-hour schedule. It is understood that such day(s) off or partial day(s) will in fact be earned.

- (3) Once posted the proposed daily schedule of hours can also be altered by mutual agreement if it is in the interest of patient care and/or efficiency or to complete work due to exceptional circumstances. Such scheduling will ensure the work day does not exceed 10 hours per day excluding travel.
- (4) The employee shall keep an accurate record of actual hours worked which will be submitted to their supervisor.
- (5) The Employer shall make every effort to notify an employee of any anticipated changes to the length of the work day.
- (6) The minimum scheduled hours for regular part-time employees shall be as outlined in Clause 29.01.
- (7) Employees will not be required to work split shifts without their consent.
- (8) 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.
- (9) 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 15 or 16 of the Master Agreement shall apply where it results from an employee exercising their right to flexible work arrangements pursuant to this Article.
- (10) If mutual agreement cannot be achieved pursuant to (2), (3) and (8) above, the regular full-time employee will work seven consecutive hours each day exclusive of meal and rest periods between 8:00 a.m. and 12 midnight, five days a week. The regular part-time employee will be scheduled up to seven hours per day.

4.02 Overtime

(a) Authorized work performed in excess of 140 hours in a designated four-week period shall be compensated at the rate of time and one-half of the employee's regular rate of pay. The overtime compensation may be taken in cash or time off pursuant to Article 26 of the Master Agreement.

(b) It is understood that every reasonable effort will be made to schedule earned time off within the proposed schedule. Notwithstanding (a) above, in the event that an employee is unable to do so, it will be carried over to the next four-week period where it shall be scheduled off at a mutually agreeable time.

4.03 Home Nursing Care Services

Deleted date of signing of Tenth Master Agreement.

Should the Employer in the future, employ employees in the former Home Nursing Care Services jurisdictional unit, Clause 4.03 of the Ninth Community Services Nurses Component Agreement shall apply to such employees.

4.04 Hours of Work Committee

(a) The Union and the Employer recognize the value of ongoing joint discussions pertaining to hours of work issues. The Committee shall consist of equal numbers nominated by the Union and the Employer with a minimum of two and a maximum of four from each party.

(b) The Committee shall meet at the call of either party at the time and place fixed by mutual agreement. However, such meetings must be held no later than 30 days after a request has been given.

(c) The Committee shall deal with any matter relevant to the administration of the Community Component Article 4 referred to the Committee by either party to this Agreement. The terms of reference of the Committee are to:

(1) determine whether the current provisions properly and adequately meet patient care interests and as well provide for employee personal interests;

(2) make recommendations to the bargaining principals on matters requiring clarification of the hours of work provisions. This may result in issuing documents of clarification to the field on matters causing misunderstanding.

(3) receive complaints with regard to, and make recommendations on matters pertaining to Hours of Work.

ARTICLE 5 - BURNABY PSYCHIATRIC SERVICES, IN-PATIENT UNIT

Deleted date of signing of Tenth Master Agreement.

Should the Employer employ employees of Burnaby Psychiatric Services, In-Patient Unit in the future, it is proposed that such employees be covered by the hours of work provisions contained in the Hospital Services Nurses Component.

ARTICLE 6 - TIME OFF FOR MEALS

All employees covered by this Agreement shall receive not less than 30 minutes and not more than one hour meal time, scheduled at approximately the mid-point in the work day.

ARTICLE 7 - OVERTIME

7.01 Application

All time worked in excess of the daily or weekly work schedules, as defined in Articles 4 and 5 of this Agreement shall be compensated at applicable overtime rates in accordance with the Master Agreement.

7.02 Overtime Meal Break and Allowance

Where an employee is required to commence overtime work within two hours of the end of a regular work day, they shall be deemed to have worked overtime continuously. In addition, they shall be given a meal break of not less than one-half hour and be provided with a meal or

\$15.00effective March 29, 2009.

ARTICLE 8 - SCHEDULING OF VACATION

- (a) (1) Employees can take annual vacation during the entire calendar year. Subject to operational requirements all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime-time vacation period.
- (2) For those employees who have more than four weeks vacation entitlement, the Employer shall make every reasonable effort, subject to operational requirements, to allow such employees to take their complete vacation entitlement during the prime-time vacation period if they so desire.
- (3) Employees may submit their requests for vacations anytime prior to February 1, the date when the formal notice for vacation requests for the current year is posted. All employee requests for vacation selection shall be completed by March 1.
- (4) All employees must have exercised their seniority rights by February 20th. An employee who does not exercise their seniority rights by February 20th shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.
- (5) The final date for posting the completed vacation schedule shall be April 1st of each year.
- (b) All sections of Clause 18.02 (b) (c) (d) and (e) of the Master Agreement will apply in the scheduling of vacation.

ARTICLE 9 - HYGIENE FACILITIES

- (a) In the interest of public health and hygiene, washing facilities shall be provided in accordance with the Occupational Health and Safety Regulations.
- (b) Lockers which may be locked shall be provided wherever practicable for all employees, required to change their clothes.

ARTICLE 10 - MEAL ALLOWANCE

Employees who are required to be away from their base facility on Employer's business shall receive a meal allowance when:

- (a) they are required to work the major part of the work day beyond a radius of 32 kilometers from the facility; or
- (b) at the time of the scheduled meal break they are more than 30 minutes travel time from their base facility; or
- (c) they are required in the performance of their official duties to purchase a meal.

ARTICLE 11 - FORENSIC ALLOWANCE

Nurses employed in the following Correctional facilities shall be entitled to the forensic allowance as described in Clause 5.03(a)(3) of the Hospital Services Nurses Component Agreement:

Burnaby Youth Custody Services
Prince George Youth Custody Services
Victoria Youth Custody Services

NB: Article 11, formerly ADMINISTRATOR'S ALLOWANCE, deleted date of signing of Tenth Master Agreement.

ARTICLE 12 - USE OF PERSONAL VEHICLE ON EMPLOYER'S BUSINESS

If a vehicle is not provided by the Employer, it is a condition of employment for certain community nurses to provide a personal vehicle for use on the Employer's business. Such nurses will be identified by the Employer.

ARTICLE 13 - TERM OF AGREEMENT

***13.01 Expiration of Agreement**

This Agreement covers the period from and including January 1, 2011 to and including midnight, **March 31, 2012**. All terms and conditions of this Agreement

shall remain in full force and effect after **March 31, 2012** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

***13.02 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after **January 1, 2012**, but in any event not later than midnight **January 31, 2012**.

(b) Where no notice is given by either party prior to **January 31, 2012**, Clause 13.03 of this Article applies, as if notice has been given.

13.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 13.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

13.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

13.05 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of signing of the Master Agreement, except where otherwise specified.

**MEMORANDUM OF UNDERSTANDING #1
NURSES OF THE MINISTRY OF
CHILDREN AND FAMILY DEVELOPMENT**

Recognizing the unique nature of nursing services provided in correctional facilities, work schedules for nurses employed in such facilities may be developed by mutual agreement of the Employer and the employees at the local level subject to the approval of the bargaining principals. Shift schedules may be based on either a seven or seven and one-half hour day.

In the event that mutual agreement cannot be reached, employees shall continue to work shifts and rotations currently in effect.

**MEMORANDUM OF UNDERSTANDING #2
RECRUITMENT/STAFFING PROCEDURES**

Deleted date of signing of Tenth Master Agreement.

**MEMORANDUM OF UNDERSTANDING #3
COMMUNITY SERVICES NURSES COMPONENT
HOURS OF WORK - ARTICLE 4**

Deleted date of signing of Tenth Master Agreement.

Incorporate second paragraph of Community Services Nurses Component Memorandum of Understanding #3 into Community Services Nurses Component Clause 4.04.



HOSPITAL SERVICES NURSES COMPONENT

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ARTICLE 1 - PREAMBLE AND DEFINITIONS

1.01 Preamble

The purpose of this Agreement is to set out those terms and conditions of employment applicable only to employees included in the Hospital Services Nurses Component as described in Appendix 1 (b) of the Master Agreement.

ARTICLE 2 - HOURS OF WORK

2.01 Work Day

The hours of work shall be 7 1/2 consecutive hours, interrupted only by the meal break as provided in Clause 2.02.

2.02 Meal Time

Meal time of a minimum of 30 minutes to a maximum of 45 minutes shall be scheduled during an employee's work day.

2.03 Compensation - Escort Duty

An employee required to act as an escort to a patient will be compensated as follows:

- (1) All hours in excess of seven and one-half in any one day (or multiples of seven and one-half hours for two or more days) will be paid at overtime premium rates, providing they return by the first available transport system, after surrendering their charge.
- (2) Where the employee has elected and has been given permission to return at a later time or date, the employee shall be on unpaid leave of absence from the time of surrendering their charge to the time of commencing their return journey, at which time they will commence their regular rate of pay.
- (3) In respect of (2) above, an employee may utilize vacation and/or Article 26 credits to avoid loss of earnings.

(4) In the event of the employee being unable to return by any transport system as a result of adverse weather conditions following the surrendering of their charge, they will be reimbursed for such accommodation and subsistence expenses in accordance with the rates applicable to travel status. Under such circumstance, overtime payments are inappropriate, but there shall be no loss of basic pay.

(5) Where, however, circumstances of (4) are appropriate but the employee's charge has not been surrendered, e.g. travel restrictions occur between connections en route, they are considered to be still on duty and therefore will be subject to compensation shown under subsection (1) above.

ARTICLE 3 - SHIFT AND ROTATION

3.01 Shifts, Shift Schedules, and Shift Rotations

(a) All employees covered by the provisions of this Agreement shall continue to work shifts and rotations currently in effect.

(b) Once an employee is assigned to a specific rotation of shifts and days off, the Employer will make every effort to ensure that this rotation is maintained.

(c) Notwithstanding the provisions of subsections (a) and (b), an employee may be required to work five consecutive days to provide for the changing of shifts and (or) rotations. It is agreed that the interruption to the four days on and two days off shift pattern shall be kept to a minimum.

(d) To meet the principle needs of the Service as defined under Clause 1.01 of the Master Agreement, changes in shifts, shift schedules, and shift rotations may be determined at Local Standing Joint Committee Level, subject to the written approval of the Bargaining Principals.

3.02 Shift Break

If shifts are scheduled so that there is not a period of at least 15 hours and 45 minutes between the end of one work period and the beginning of the next, overtime rates will apply to hours worked on the succeeding work period within the 24-hour period.

3.03 Shift Cycles

- (a) All shift cycles shall not last less than 12 calendar days, nor more than 30 calendar days. The foregoing shift cycle lengths may be lessened or extended to allow a shift change on employees' scheduled days off.
- (b) By mutual agreement between an employee and their supervisor, an employee may work two or more consecutive cycles on the night shift.
- (c) Supervisory personnel (Nurse Level 7 and 9) on their own initiative and with agreement from local management, may reduce or increase their shift cycle lengths.

3.04 Shift Assignment

Rosters covering a minimum of 24 days shall be posted 14 calendar days in advance, and any subsequent change shall be subject to the provisions of Clause 15.05 of the Master Agreement.

3.05 Rotations and Adjustment

- (a) There shall be no pay back for short fall in the shift systems.
- (b) Shift employees shall work a pattern of four days work and two days off (4-2 shift pattern).
- (c) All other employees shall work a pattern of five days work and two days off (5-2 shift pattern).
- (d)
 - (1) Shift employees working the 4 - 2 shift pattern where the length of the scheduled work shift is 7 hours and 30 minutes, exclusive of meal break, will earn a surplus of time off the equivalent of 10 working days per year (in addition to any compensation or premium due under Clause 17.07 of the Master Agreement) which shall be paid in accordance with the provisions of Clause 26.02 of the Master Agreement.
 - (2) Employees working the 5 - 2 shift pattern where the length of the scheduled work shift is 7 hours and 30 minutes exclusive of meal breaks will earn a surplus of time off the equivalent of 17 working days per year (in addition to any compensation or premium due under Article 17 of the

Master Agreement). The time shall be paid by permitting the employee to schedule off one of the days owing each month at a time convenient to the employee but subject that minimum operational requirements are maintained, and the remaining five days shall be paid in accordance with Clause 26.02 of the Master Agreement.

(3) Part-time employees will earn a surplus of hours and receive repayment on a prorated basis.

3.06 Changing or Trading of Shifts, Rotations of Shifts, or Rest Days

With suitable advance notice to their supervisor, employees shall normally be allowed to trade shifts, rotations, and (or) rest days, providing no extra cost to the Employer will result and that:

- (a) the replacement employee is of a similar and (or) acceptable level of ability, qualifications, and experience; or
- (b) that coverage of the ward or area will not be adversely affected.

3.07 Volunteering for Shifts

(a) Volunteers for any shift will be utilized whenever and wherever practicable, providing this does not involuntarily restrict the rotation of other employees, except where an employee is engaged in a professional development program.

(b) All shift staff who are prepared to remain indefinitely on the afternoon or night may be granted permission to do so, providing this:

- (1) is administratively practicable;
- (2) in no way adversely affects the coverage of the ward or unit, or patient treatment program;
- (3) does not interfere with the employee's professional development and knowledge of various conditions and programs.

With 30 day's notice and after four months' service, including such notice, the Employer may recall employees to rotation.

3.08 Rotation Between Wards and Areas

- (a) Employees can normally expect (and will be expected) to remain on the same ward or area for approximately 18 months. Ward staff members will be expected to rotate through all types of wards. No ward staff shall be permitted to remain on a ward if by doing so they restrict the rotation of others.
- (b) Ward staff assigned as in (a) above may request a move at any time after three months after assignment to a given ward if the request is supported by sound reasons. Before such a request is refused, it shall be referred to the appropriate excluded manager. At the end of 18 months or more on a given ward, the employee requesting transfer to another ward or another type of ward may be transferred at the next shift change, but in any case not more than 60 days following the request. Any application issues arising from this Clause shall be referred to the Local Standing Joint Committee.
- (c) Supervisors after 18 months in the area, and with 60 days' notice, may request assignment to other areas, and such requests shall be granted wherever possible.
- (d) Requests made pursuant to (b) and (c) above shall not be unreasonably denied.
- (e) Temporary reassignment to cover vacation, illness, and similar absence of employees shall be on a compulsory basis of rotating the employees involved, although timely volunteering will be considered.
- (f) Save for the closing of a hospital, clinic or other facility, no employee shall be transferred or sent relieving without their consent to a ward or area in another hospital.
- (g) The Employer shall notify an employee at least 14 calendar days in advance of any move to another ward or area except in the case of temporary assignment made necessary by operational requirements, in which case as much reasonable notice as possible will be provided.

3.09 Shifts, Variations and Flexibility

- (a) (1) Notwithstanding any provision to the contrary contained in Article 3, the following hours of work provisions shall apply for the following enumerated classes of employees.
- program nurse positions as agreed by the parties
 - Central Sterile Supply, all facilities
 - Admissions Nurses, all facilities
 - Staff Trainers, all facilities
 - North Lawn Consultant, Riverview Hospital
 - Community Follow Up, Riverview Hospital
 - (Any other position agreed to by the parties from time to time.)
- (2) For existing incumbents of the topic functions there shall be two work schedule options, either current schedules in effect, or, by mutual agreement at the local level, a seven-hour day, day shift, Monday to Friday, with statutory holidays off.
- (3) In the event of vacancies or newly created positions in subclause (1), the Employer at the local level may establish the work schedule as being a seven-hour day, day shift, Monday to Friday with statutory holidays off. This information will be included in any relevant posting.
- (b) Notwithstanding any provisions to the contrary in Article 3, the representatives of the Employer and the Union at the local level may establish variations to the current shifts and rotations. Any varied work schedule shall meet the following criteria:
- (i) All varied schedules must conform to the program requirements necessary for the delivery of service.
 - (ii) All work schedules shall meet the annualized hours of work.
 - (iii) Any work schedule shall not contain scheduled overtime.
 - (iv) Two-thirds of the affected incumbent nurses must agree to the varied work schedule.

- (v) The varied work schedule shall be reflected in the form of a memorandum between the bargaining principles before it is implemented.
 - (vi) In the event that either the Employer or the Union at the local level, or either of the bargaining principles, determine that such a changed work schedule is no longer desirable, then said schedule shall be cancelled upon one month's notice.
- (c) By mutual agreement between the individual employee(s) and the Employer at the local level, employees classified at Level 7 and 9 may schedule their work on a flexible basis. Scheduling of work on a flexible basis shall meet the following criteria:
- (i) The program requirements necessary for the delivery of service are maintained.
 - (ii) The annualized hours of work must be met. The employee may be requested to keep an accurate record of actual hours worked which will be submitted to their supervisor.
 - (iii) No premium or penalty contemplated on Articles 15 (Shift and Rotation) or 16 (Overtime) of the Master Agreement shall apply where it results from an employee self scheduling their work on a flexible basis. Hours worked in excess of the seven or the seven and one-half in a work day initiated or scheduled by the Employer shall attract the premiums contemplated in Articles 15 and/or 16.
 - (iv) In the event either the employee(s) or the Employer at the local level, or either of the bargaining principles, determine such flexible scheduling of work is no longer desirable, then it shall be cancelled.

3.10 Flexible Schedules

Deleted date of signing of Eleventh Master Agreement

3.11 Criteria

Deleted date of signing of Eleventh Master Agreement

ARTICLE 4 - SAVING CLAUSE

4.01 Invalid Articles

If any article or section of this Agreement or of any riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected.

4.02 Replacement of Articles Held Invalid

In the event that any article or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree, they shall submit the dispute to the procedure as outlined in Article 9 of the Master Agreement.

ARTICLE 5 - ALLOWANCES

5.01 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half consecutive hours overtime before or after, but joined to their scheduled hours of work, shall be provided with a meal or shall be reimbursed in the amount of

\$15.00effective March 29, 2009

A meal break of one-half hour with pay at the straight time rates shall be provided.

(b) An employee who is required to work continuously six and one-half or more hours overtime, excluding the overtime meal break in clause (a), shall receive a further meal or allowance and break as in clause (a). This entitlement shall continue upon the completion of every three hours of overtime worked thereafter.

(c) This Clause shall not apply to an employee who is on travel status which entitles them to claim lodging and (or) meals.

5.02 Out-of-Pocket Expenses

Employees performing their duties within their headquarters area (not on travel status) but away from their hospital, clinic, or other facility, may claim reasonable out-of-pocket expenses, such as meals, subject to the approval of the Employer.

***5.03 Forensic Allowance**

(a) Employees employed in the following wards or areas or any eventual successor wards or areas shall be paid a forensic allowance in accordance with the following:

(1) Maximum Security - A forensic allowance of one extra day off per month:

(i) Forensic Psychiatric Hospital

- Ashworth House
- Dogwood House East
- Physicians Assistants

(ii) Youth Forensic Psychiatric Services

- Inpatient Assessment Unit

(2) Combined Maximum/Medium Security - A forensic allowance of

one extra day off every two months:

- Forensic Psychiatric Hospital
- Case Management Services - Nurse Case Coordinators only
- Complex Coordinator (if established)

(3) Medium Security - A forensic allowance of \$80.00 per month:

(a) (i) Forensic Psychiatric Hospital

- Elm House
- Dogwood House West
- Hawthorne House
- Ironwood House
- Juniper House

(ii) Burnaby Youth Custody Services

(b) Maples Adolescent Treatment Centre

- Crossroads Forensic Treatment Program (when operating and clients are required to be “locked-in”)

(b) Employees entitled to an extra day off shall take the same in conjunction with a regularly scheduled two-day break, and such time shall be posted on the roster at the time the regular schedule of work days is posted.

(c) Where an employee has worked part of a month on one security ward or area and part of a month on another security ward or area, the employee shall receive the allowance appropriate to the ward or area on which the greater length of time was worked. Where an employee has worked an equal amount of time between two security wards or areas, the higher security allowance shall apply.

(d) Where an employee under (a)(3)(b) has worked a full shift directly as a primary care provider with locked forensic clients, the employee shall receive a \$4.00 allowance per shift to a monthly maximum of \$80.00.

(e) (1) Authorized absences of less than five scheduled working days in a month, or 10 days in two months under (a)(2) shall not affect an employee's entitlement to the allowance. Should an employee be on

authorized absence for more than five scheduled working days in any month, or 10 days over two months under (a)(2) the allowance shall be reduced on a pro rata basis and shall be the product of a numerator being the actual number of days worked, the denominator being the number of scheduled work days for that employee in the given month, and the multiplicand being the full amount of the appropriate allowance. In such instances, the maximum and combined security allowances shall be converted to a cash payment.

(2) No employee shall suffer any loss of allowance because of absence from their normal work site of five days or less in one month, or 10 days or less in two months under (a)(2), due to temporary assignment by the Employer or due to union business. An employee may combine the absences permitted in sub clauses (1) and (2) without reduction of the allowance; except that an employee may not combine the Employer assignment and union business in the same calendar month under the provisions of sub clause (2) without a prorated reduction in the allowance should the absences in sub clause (2) exceed five working days.

(3) Employee entitled to and who take the security allowances of an additional day off shall not have the day charged against the five days of valid absence permitted in sub clause (1).

(f) No employee shall suffer loss of Forensic allowance because of absence from work due to a work-related injury. Employees in the maximum or combined security areas who are absent from work more than five days in a single month due to a work related injury shall receive their allowance as extra pay.

(g) Regular part-time and auxiliary employees, and employees who commence or terminate employment during a month shall receive the appropriate allowance on a pro rata basis and converted to cash, except that any such employees who work 15 full-time days or more in the month shall receive the full allowance.

(h) Should a pay equity program be agreed to between the parties and incorporate the basis for which these allowance are paid, this Article shall be deleted in its entirety upon implementation of any such pay equity program.

ARTICLE 6 - EMPLOYEE/PATIENT WELFARE

6.01 Health and Convenience

(a) Rooms suitable for consumption of beverages and meals will be provided.

In facilities where meal service is currently provided for employees, meal service shall continue to be provided and be available on the day and afternoon shift at times which are concurrent with the established kitchen hours. Cost for such meals shall be the basis of raw food plus services costs.

(b) A room(s) will be set aside away from the work station to provide staff privacy during breaks. The room shall be minimally equipped for making hot and cold beverages. Chattels will be provided at no cost to the employees. The room will be equipped with one or more couches and (or) chairs.

(c) Lockers which can be locked shall be provided for the safekeeping of personal belongings. These lockers may be located in the staff rooms.

6.02 Placement and Duties of Employees

(a) No employee shall be required to work alone on a ward if the employee indicates to the supervisor that the employee believes the situation may be unsafe.

(b) In concert with other affected bargaining units, placement of male and female employees on shift and rotations as well as wards and units shall, as a minimum, adhere to the following principles:

(1) The modesty, safety, and health of the patient must be assured;

(2) The safety and health, as well as reasonable modesty, of the employee must be assured.

(c) The local union organization or local management may refer differences of interpretation of modesty, safety, and (or) health to the Local Standing Joint Committee referred to in Article 7.

ARTICLE 7 - LOCAL STANDING JOINT COMMITTEE

7.01 Establishment of Committees

A Local Standing Joint Committee shall be established for each unit specified in Appendix 1(b) of the Master Agreement, consisting of equal numbers of employees nominated by the Union and Employer representatives with a minimum of two and a maximum of four from each party. The Committee may use additional persons for technical information or advice.

7.02 Meetings of Local Standing Joint Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Employees shall be without loss of basic pay for time spent on the Committee

7.03 Chairperson of Meeting

An Employer representative and an employee nominated by the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.04 Responsibilities of the Committee

(a) Assigned Responsibilities

(1) The Committee shall deal with responsibilities specifically assigned to it under the terms of the Master and this Agreement.

(2) Where the Master Agreement or this Agreement use the terms "by mutual agreement", "local arrangements", or similar terms, and where it is evident that these terms do not apply to another committee(s) of the Union and the Employer nor to arrangements between an individual employee and their supervisor, these matters shall be referred to the Local Standing Joint Committee.

(3) Unless otherwise expressed in the Master or this Agreement, all recommendations of the Committee are subject to the approval of the Bargaining Principals. Where the members of the committee cannot come to an agreement on matters referred to it, the opposing positions

will be reduced to writing and referred to the Bargaining Principals for solution.

Where the Bargaining Principals fail to agree, the question will be handled under the provisions of Article 8 of the Master Agreement.

(4) The Committee may appoint standing or ad hoc sub-committees to deal with specialized problems. The sub-committee(s) shall be responsible to the Local Standing Joint Committee.

(5) There is no restriction against the Local Standing Joint Committee acting as the Safety Committee, provided that the provisions of the Workers' Compensation Act and regulations are complied with.

(b) Continuing Responsibilities of the Committee

The Committee may concern itself with the following general matters:

(1) Reviewing suggestions from employees and questions of working conditions and service (but not grievances), so that better relations shall exist between the Employer and its employees.

(2) Correcting conditions causing grievances and misunderstandings.

(3) Studying issues arising from changing conditions and concepts in nursing care and treatment of patients.

7.05 Limitations

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement, except the recommendations to be made under Clause 7.04. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Bargaining Principals.

***ARTICLE 8 - TERM OF AGREEMENT**

***8.01 Expiration of Agreement**

This Agreement covers the period from and including January 1, **2011** to and including midnight, **March 31, 2012**. All terms and conditions of this Agreement shall remain in full force and effect after **March 31, 2012** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

***8.02 Notice to Bargain**

- (i) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after **January 1, 2012**, but in any event not later than midnight **January 31, 2012**.
- (ii) Where no notice is given by either party prior to **January 31, 2012**, Clause 8.03 of this Article applies, as if notice has been given.

8.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 8.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

8.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

8.05 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of signing of the Master Agreement, except where otherwise specified.

APPENDIX 1 WARD AND AREA SELECTION

1. Subject to the limiting factors of Clause 3.08 of this Agreement every attempt will be made to place employees on the ward or in the area of their choice, subject to the provisions of proper and adequate patient coverage.
2. In hospitals where nursing procedures are required to be performed by members of a specific sex, every reasonable effort will be made to insure that a member of the appropriate sex is available to carry out these procedures.

In cases where specific nursing procedures come into dispute as to the appropriateness of the assignment, such shall be referred to the Local Standing Joint Committee with views, if any, being received from the Human Rights Commission.

Failure to reach agreement shall be dealt with under the provisions of Clause 7.04(a)(3) of this Agreement.

3. Every attempt shall be made by the Employer to ensure that all employees for maximum security areas will be selected only from volunteers unless the employee was expressly hired for a maximum security area, such as in a hospital unit in a Provincial jail.
4. The Employer undertakes to work toward maximizing the professional nursing element in the job content for all employees in the bargaining unit.

MEMORANDUM OF UNDERSTANDING #1 IN CHARGE

(a) For the facility specific designations as agreed and listed below, employees classified at the Nurse 4 level only, shall receive a special allowance of \$9.38 per shift worked where such employees are “in-charge”. This allowance will apply when the majority of the shift is worked and shall not be pro-rated.

(b) Where the incumbent of a higher paying position is temporarily absent for three or more hours, employees classified at the Nurse 4 level only and “in-charge” shall receive a special allowance of \$1.25 per hour worked.

(c) In the circumstances of (b) above, Clause 27.08 (Temporary Substitution) will only apply where the temporary absence is known in advance to exceed 16 consecutive shifts. If the Employer determines that it will not designate an employee pursuant to Clause 27.08, then (a) above will apply.

(d) Where a position is vacant, the Employer shall determine whether to designate an employee to substitute pursuant to Clause 27.08 or make temporary appointments pursuant to Clause 27.09. However, where an Employer decision in this regard results in non-compliance with the facility designations listed below, then (a) above will apply.

(e) An employee shall not receive both the “in-charge” special allowance and substitution pay on any given shift.

(f) “In-charge” means assuming supervisory and/or administrative duties over and above regular clinical duties, but is not a designation pursuant to Clause 27.08 to assume the principal duties of a higher paying position.

(g) The “in-charge” special allowance payable under (a) and (b) shall be paid according to classification seniority within the facility designations described below.

(h) Organizational changes or changes to existing staffing models in the affected facilities, noting specifically Forensic Psychiatric Hospital, may necessitate revision of the facility designations as required. Discussions in this regard will commence at the call of either party.

(i) The Employer will consult with the Union respecting expected duties for employees who are assigned “in-charge” responsibilities as defined in (g) above.

(j) *Deleted date of signing of Eleventh Master Agreement*

Facility Designations

1. Nothing in this Memorandum of Understanding is intended to detract from the Employer's ability to assign nurse supervisors (defined as bargaining unit Nurse Levels 4, 5, 7, 9 or excluded nurse) to any shift in any facility, nor to designate Nurse Level 4 for temporary substitution pursuant to Clause 27.08 or make temporary appointments pursuant to Clause 27.09.
2. Riverview Hospital, Forensic Psychiatric Hospital.

Facility Designations for Riverview and Forensic Psychiatric Hospital will be modified to reflect the principle of there being one employee in-charge per organizational unit where such a unit would otherwise have an organizationally established supervisory presence. It is recognized that organizational structures may change such that in-charge designations would change as well.

3. Tillicum and Veterans Care Society
OBL Continuing Care Society

On each full day, afternoon or night shift where no nurse supervisor as defined in (1) above is scheduled to work, MOU#1 (a) or (b) shall apply for one Nurse Level 4 per shift, per facility.

MEMORANDUM OF UNDERSTANDING #2 CHANGES TO SHIFTS AND ROTATIONS

- A. The Union has identified a desire by some members, less than a majority, to have the opportunity to work additional day shifts and to have more weekends off. The Employer has identified a need to have a limited number of additional nurses on duty on Monday to Friday during the day shift in order to better provide certain programs.**

In view of the above,

1. the Parties agree to introduce pilot project(s) where a limited number of regular full time Nurse Level 4 and/or Nurse Level 5 employees will be given the opportunity to accept assignment of a combination of four days work and five days work with the equivalent number of annual days off as

provided by a 4-2 shift pattern with the number of consecutive days off being two or more;

2. the maximum number of consecutive days of work shall be five;

3. all provisions of current Hospital Services Nurses Component Clause 3.09 shall continue to apply;

4. by mutual agreement at the local level, ward(s) shall be chosen on which to introduce the pilot project;

5. the provisions of the pilot project shall be in writing;

6. the Parties agree to establish a Joint Committee to monitor the implementation and success of the pilot project;

7. should the pilot projects be a success, the Parties may agree to add additional wards to the pilot project.

B. The British Columbia Nurses' Union has identified a desire by some members to work an extended work day.

In view of the above, the BCNU and Employer shall investigate the feasibility of introducing mixed shift lengths on the number of wards on which there is a mutual agreement at the local level. The approach shall be that those employees who wish shall continue to work the 7.5 hour day, 4-2 shift rotation or a variation thereof, while others (volunteers) shall work an extended work day. The provisions of current Hospital Services Nurses Component Clause 3.09 shall continue to apply.

**LETTER OF AGREEMENT
RE: HOSPITAL SERVICES NURSES COMPONENT AGREEMENT
MEMORANDUM OF UNDERSTANDING #1**

Expired date of signing of Eleventh Master Agreement