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PREAMBLE

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

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

ARTICLE 1 - NON-DISCRIMINATION

1.01 Non-Discrimination

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

1.02 Freedom From Harassment

An employee who complains of harassment under the provisions of the Human Rights Act of British Columbia may refer the complaint to either one or other of the following processes:

- A) Where the complaint pertains to the conduct of an employee within the B.C.N.U. Bargaining Unit, it shall be referred to Anita Braha (Complaints Investigator).
- B) Where the complaint pertains to the conduct of a person not in the B.C.N.U. Bargaining Unit, it shall be referred to Joan McEwan (Complaints Investigator).

When a complaint is received under either (A) or (B) above, the appropriate Complaint investigator shall, pursuant to Section 104 of the Labour Relations Code:

- i) investigate the complaint;
- ii) determine the nature of the complaint; and
- iii) make written recommendations to resolve the complaint.

ARTICLE 2 - DEFINITIONS

Bargaining Unit is the unit comprised of all employees of the Employer described in Article 4.01: Union Recognition.

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

Certification means the certification awarded by the Labour Relations Board of British Columbia to the British Columbia Nurses' Union.

Common-Law Spouse means one of two (2) people who have co-habitated as spousal partners for a period of not less than six (6) months.

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

Employer means Courtyard Gardens Enhanced Assisted Living Centre and Assisted Living Residence.

Evening Shift means a shift in which the major portion occurs between 1600 and 2400 hours.

Increment Step means the annual graduation of hourly wages within a classification as set out in Article 46: Wage Schedules.

Night Shift means a shift in which the major portion occurs between 2400 hours and 0800 hours.

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

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

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

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

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

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

Union means the British Columbia Nurses' Union (B.C.N.U.).

Union Representative means a paid employee of the Union.

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

ARTICLE 4 - UNION RIGHTS AND RECOGNITION

4.01 Union Recognition

- A) The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified, and this agreement applies to those employees who are included within the Bargaining Unit for which the Union is the certified bargaining agent.
- B) The Employer agrees not to contract out Bargaining Unit work to any outside agency or individual that will result in the layoff of employees within the Bargaining Unit. A reduction of the employees' regularly scheduled hours is considered a lay-off, for the purpose of this sub-article.

4.02 Security

All employees who are brought within the bargaining unit, including newly hired employees, shall become members of the Union upon hire, and shall maintain their membership in good standing as a condition of employment.

Such employees shall, as a condition of continuing employment, authorize the deduction from their pay cheques of the amount of the Initiation Fees, the Union Dues, Levies and Assessments payable to the Union by a member of the Union.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or to maintain the authorization for a deduction from their pay cheques of the amount of Initiation Fees, Union Dues, Levies and Assessments as required above shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain membership in the Union, or to maintain the deduction from their pay cheques of the amount of Initiation Fees, Union Dues, Levies and

Assessments as required in (A) and (B) above (see 4.01) the Employer shall advise the Union in writing. When the Employer is advised by the Union of non-compliance of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this Article, the following provisions shall not be applicable to the employee:

4.03 Union Check Off and Induction

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

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

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

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

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

4.04 New Employee Orientation

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

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, the Employer shall photocopy sufficient copies of the Agreement for distribution to employees, within one (1) month from the date of signing of this Agreement.

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

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

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

4.05 Individual Agreement

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

4.06 Union Representative Visits

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

4.07 Stewards

- A) The Employer agrees to the operation of a Union Steward system which shall be governed by the following:
- i) There shall be a maximum of two (2) Union Stewards;
 - ii) The Employer is to be kept advised of all Steward appointments;
 - iii) When a Steward is the only Union employee in a department and where her/his absence would unduly interfere with the proper operation of the department, then such Shop Steward may be refused leave of absence to transact Union business. Such leave shall not be unreasonably withheld;
 - iv) It is agreed that the Steward must be a currently working employee.
- B) Stewards will be entitled to reasonable time while on duty, without loss of salary and benefits to perform duties that include, but are not limited to the following:
- i) Investigating complaints of an urgent matter;
 - ii) Investigating grievances;
 - iii) Assisting employees in preparing and presenting a grievance;
 - iv) Attending meetings called by management;
 - v) Accompanying employees at meetings of a disciplinary nature;
 - vi) Supervising ballot boxes and other related functions during ratification votes; and
 - vii) Acting as appointees to the Union/Management Committee.

4.08 Bulletin Board

The Employer will provide a mutually acceptable bulletin board for the exclusive use by the Union.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01

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

5.02

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

ARTICLE 6 - UNION/MANAGEMENT COMMITTEE

6.01 Composition of Committee

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

6.02 Chairmanship

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

6.03 Meetings

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

6.04 Purpose of the Committee

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

6.05 Scope of the Committee

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

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

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

ARTICLE 7 - GRIEVANCES

7.01 Discussion of Differences

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

Either party may initiate a grievance.

7.02 Grievance Procedure

Grievances shall be resolved in the following manner:

- A) **Step 1**—The employee with or without her/his Union Steward, shall first discuss the matter with her/his immediate supervisor within twenty one (21) calendar days of the action or circumstance giving rise to the grievance. Should a settlement not be agreed upon within seven (7) calendar days of this meeting, then;
- B) **Step 2**—The grievance shall be reduced to writing, signed by the employee and the Union Steward, and shall be presented to the Administrator by the Union Steward. There shall be a meeting of the parties within seven (7) calendar days of the receipt of the written grievance, which shall include the employee, the Union Steward, the supervisor and the Administrator. Within seven (7) calendar days the Administrator shall give her/his written reply. Failing a satisfactory settlement at this stage, then;
- C) **Step 3**—The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the Regional Vice President, Diversicare, (or designate). Within a further seven (7) calendar days of the Step 3 meeting, the Regional Vice President, Diversicare, (or designate) shall respond in writing to the Union. Failing settlement at this step, the grievance may be referred to an Industry Troubleshooter and/or Arbitration.

- D) If the time limits are not complied with, the grievance shall be considered as being abandoned, unless the parties have mutually agreed in writing to extend the time limits.

7.03

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

7.04 Union Stewards

- A) Employees shall have the option of having a Shop Steward present during meetings of a disciplinary nature with the Employer. The exercise of this option shall not result in undue delay in the holding of such meetings.
- B) The Stewards must obtain consent of the Supervisor prior to leaving the work station. Such consent will not be unreasonably withheld. The Steward will make every endeavour to complete her/his business in as short a time as possible and will advise the Supervisor, if present, of her/his return to the work station.
- C) The Stewards will not unduly interrupt normal operation of the facility. Union Stewards shall be permitted to represent an employee's interest without loss of pay, when such meetings are scheduled during the Union Steward's hours of work.

7.05 Disciplinary Grievances

- A) **Step 1** - Within three (3) business days of imposing a discipline or discharge, the Employer will confirm discipline or discharge in writing, and will provide a copy to the Union.
- B) **Step 2** - Within fourteen (14) calendar days of receipt of such letter in Step 1, or notice of a suspension, the Union may institute a grievance at Step 3 of the grievance procedure.

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

7.06 Policy Grievance

If a difference arises of a general nature between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement, the aggrieved party may submit a written grievance to the other party within thirty (30) calendar days of the incident giving rise to the grievance at Step 3 of the grievance procedure.

ARTICLE 8 - ARBITRATION

8.01

Either party will notify the other of its intent to arbitrate and its appointee to the Arbitration Board, within seven (7) calendar days of notification.

8.02

The two appointees will, within seven (7) calendar days, attempt to select a third person to act as Chairperson from the list of arbitrators set out below. By mutual agreement, the parties may select a Chairperson not named under this Article. If the two appointees fail to agree upon a Chairperson within this

seven (7) day period, either party may request the Minister of Labour of British Columbia to make the appointment.

8.03

The following is the list of arbitrators agreed upon:

Joan Gordon
Chris Sullivan
Daniel B. Johnston
Rod Germaine
Dalton Larson
Judy Korbin
Colin Taylor

Should any of the above not be available within a reasonable time period, the parties, by mutual agreement, may select another arbitrator.

8.04

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

8.05

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

8.06

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

8.07 Time Limits

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

8.08 Expedited Arbitration

Either party may advance a grievance to expedited arbitration.

The location of the hearing is to be agreed to by the parties but will be in Richmond, B.C., if at all possible.

- A) As the process is intended to be informal, lawyers will not be used to represent either party.
- B) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- C) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.

- D) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- E) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- F) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- G) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- H) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- I) The expedited arbitrators, who shall act as sole arbitrator, shall be Steven Kelleher, David McPhillips, H. Allan Hope, Rod Germaine, Dalton Larson and Colin Taylor, or any other arbitrator mutually agreed to by the parties.
- J) The expedited arbitrator shall have the same power and authority as an arbitration board established under the provisions of this Agreement.
- K) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

8.09 Industry Troubleshooter

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

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

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

8.10

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

8.11

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

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01

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

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

9.02 Regular Full-Time Employees

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

9.03 Benefit Entitlement - Full-Time Employees

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

9.04 Regular Part-Time Employees

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

9.05 Benefit Entitlement - Regular Part-Time Employees

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, dental, extended health and dental coverage, LTD, and group life insurance. For medical, dental, extended health, LTD and group life insurance, the Employer shall pay 85% of the premium it would pay for a full-time employee and the part-time employee shall pay 15% of the premium. The premium sharing is effective July 1, 2000. It replaces an alternate system. Certain employees, under the alternate system, were paying less than 15% of the premium. These employees shall be “recognized” and will pay the lesser premium, provided they continue to work sufficient hours such that they would be paying less than 15% of the premium under the previous system.

A part-time employee who works thirty (30) hours per week, or more, shall be considered a full-time employee for the purpose of benefit entitlement.

If a part-time employee does not regularly work thirty (30) hours per week, or more, but does so, on average, in a quarter, (January through March, April through June, July through September, October through December) then for that quarter, and on a retroactive basis, the Employer would pay one hundred percent (100%) of the premium.

9.06 Casual Employees

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

9.07 Casual Employees - Wage Entitlement

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

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

A casual employee hired having less than one (1) years experience (1,950 hours) shall be placed

at the first step of the increment scale.

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

9.08 Casual Employees - Benefit Entitlement

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

9.09 Casual Employees - Vacation Pay and Statutory Holidays

Casual employees are entitled to vacation pay at 8% of their straight time pay in lieu of vacation.

Casual employees will receive 4.2% of their straight time pay in lieu of statutory holidays.

9.10 Off-Duty Rights

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

9.11 Casual Employees - Extended Health Care and Dental Coverage

Casual employees who have completed three (3) calendar months of service for the Employer may elect to enrol in the extended health care plan and dental benefit provided by the Employer to regular employees, providing that this election is made prior to completion of the three (3) calendar months service and provided that the employee pays the full monthly premiums in advance to the Employer. Casual employees who do not elect to enrol prior to the completion of three (3) months of employment may elect to enrol during the period of December 1 to December 15 of any year, and coverage would then be effective as of January 1 of the following year. In such circumstances, there are limitations on the benefits, and specifically:

- * Drugs are limited to \$150 of benefit for the first twelve (12) months of coverage
- * Dental care is limited to \$200 of benefit for the first twelve (12) months of coverage
- * There are no vision care or hearing aid benefits for the first six (6) months of coverage

Casual employees who fail to maintain required premiums will have their participation in the benefit plans terminated. Casual employees who voluntarily terminate their participation in the benefit plans or who are terminated from such participation by reason of failure to maintain required premiums will not be entitled to re-enrol in the benefits plan.

ARTICLE 10 - SENIORITY

10.01

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

10.02

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

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

10.03

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

10.04

Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) absence due to an occupational illness or accident recognized as such by the Workers' Compensation Board and as provided for in this Agreement;
- B) absence due to maternity leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of leave;
- D) absence due to the conduct of Union business;
- E) absence due to layoffs, for the first thirty (30) calendar days;
- F) absence due to a general unpaid leave of absence, for the first thirty (30) calendar days;
- G) absence while eligible for and receiving long term disability benefits.
- H) For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

10.05

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

The seniority list shall contain the following information:

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

10.06

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

10.07

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

ARTICLE 11 – INCREMENTS

11.01

Regular full-time and regular part-time employees move to the increment step indicated by calendar length of service with the Employer, subject to Article 30: Leave-Unpaid.

11.02

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

11.03

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

ARTICLE 12 - PROBATIONARY PERIOD

12.01

All employees will be probationary during their first three (3) months of employment, or one hundred and eighty (180) hours of employment, whichever is greater. Upon completion of their probationary period, the employee will be credited with seniority dating from the first day of employment. Probationary employees may be dismissed if they are found to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

12.02

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

ARTICLE 13 - TERMINATION OF EMPLOYMENT

13.01 Employee Termination

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

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

13.02 Layoff

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

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

A) Regular Full-Time Employees:

- i) with up to five (5) years service—forty (40) calendar days notice;
- ii) with five (5) or more years service—sixty (60) calendar days notice.

In the event of a layoff of less than thirteen (13) weeks duration, the Employer shall give regular employees written notice of layoff of twenty-one (21) calendar days or normal pay for that period in lieu of notice. If at the expiration of thirteen (13) weeks of layoff there is not sufficient work to justify recalling the employee, the employee is entitled to payment of that amount of notice to which they are entitled under Article 13.02(A), less seven calendar days.

B) Regular Part-Time Employees

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

** Hours paid per month (excluding overtime) X work days in lieu of notice
162.5

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

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

C)

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

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

13.03 Recall

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

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

13.04 Benefit Entitlement Upon Layoff

A) Regular employees with one (1) year or more of service who are laid off shall accrue benefits for thirty (30) calendar days and shall have their benefits maintained for the balance of a one-

year period of time.

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

13.05 Laid Off Employees

- A) Should vacancies occur following layoff, those employees on layoff will be recalled to these positions in order of seniority providing they have the capabilities and the qualifications to perform the duties of the vacant position. If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted pursuant to Article 15.
- B) Any recall shall not result in a promotion, unless agreed upon between the Union and the Employer.
- C) No new employee or casual employee shall be hired to fill regular positions, until those laid off have been given first option of recall.

13.06 Severance Payment

If an employee is given notice of lay-off, and continues to be available to work during the period of notice, then once the notice period expires, the employee may terminate her employment, by resignation, during the first fifteen (15) days of lay-off, and in those circumstances, the Employer will pay a severance payment.

For clarity, “continues to be available to work” means the employee must work all of their scheduled shifts unless:

- the employee is excused by the Employer, or
- the employee is absent pursuant to legislation, or
- the employee is absent because personal illness or injury prevents their attendance at work, and the employee provides a written statement from a qualified medical practitioner certifying personal illness or injury prevented the employee from attending work on the specific days of absence.

The payment will be calculated as follows:

$$\frac{\text{Hours Paid Since Last Date of Hire} \times \$1,000}{1820}$$

to a maximum of \$7,500

For an employee with ten (10) years of service, or more, as of the date the notice is given, the maximum is \$10,000.

If an employee terminates her employment by resignation, she has no further rights under this Collective Agreement, and, once the severance payment is made, the Employer has no further obligations to the employee.

This payment is fully integrated with any obligation under legislation.

ARTICLE 14 - PERFORMANCE APPRAISALS/PERSONNEL FILES

14.01 Performance Appraisals

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

14.02

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

14.03 Personnel File

A) Employee Access

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

B) Union Representative or Steward Access

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

C) Confidential Nature of Personnel File

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

14.04

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

ARTICLE 15 - VACANCY POSTING

15.01 Postings

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

15.02

The Employer agrees to post notices for a period of time which ensures that all employees are aware of the posting, or for fourteen (14) days, whichever is less. The Employer will give a copy of such notice to the Steward.

15.03 Temporary Appointments

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed four (4) calendar weeks, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted a leave of absence. Where such leave of absence is for a period in excess of two (2) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- C) A regular employee who is assigned to, or on the employee's own volition, fills a temporary appointment, shall return to the employee's former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

15.04

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

15.05

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

15.06 Orientation and Training

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

Orientation may include:

- A) fire and disaster plan;
- B) organization structure;
- C) relevant policies and procedures;

- D) physical layout of the facility and unit; and
- E) duties of the position.

ARTICLE 16 - PROMOTION, TRANSFER, AND DEMOTION

16.01 First Consideration

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

16.02 Filling Vacancies

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

16.03 Qualifying Period

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

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

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

16.04 Returning to Formerly Held Position

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

16.05 Salary on Promotion

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

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

16.06 Increment Anniversary Date

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

ARTICLE 17 - CREATION OR CHANGES IN CLASSIFICATION

17.01

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

17.02

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

17.03

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

ARTICLE 18 - JOB DESCRIPTIONS

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

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01

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

- A) The Employer shall give notice to the Union at least ninety (90) days before the date on which the measure, policy, practice or change is to be effected; and

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

19.02

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

19.03

Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 7.02: Grievance Procedure.

19.04

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

ARTICLE 20 - SCHEDULING

20.01

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

The Employer shall make every effort not to change the place of an employee on a master work schedule.

20.02

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

20.03 Shift Changes

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

20.04

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

- A) The employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
- B) The employee being replaced must be replaced by another employee appropriately qualified, as determined by the Administrator or designate; and
- C) The exchange must receive prior approval, which will not be unreasonably withheld, from the Administrator or her/his designate; and
- D) There is no increase in cost to the Employer; and
- E) The shift exchange is equitable, that is, shifts of equal hours are exchanged.

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

21.01 Hours of Work

There will be seven and one-half (7½) work hours per day, and an average of thirty-five (35) work hours per week, seventy (70) hours bi-weekly, exclusive of meal periods, or a mutually agreed equivalent. This does not constitute a guarantee of hours.

21.02

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

21.03 Meal Periods

- A) A meal period of at least thirty (30) continuous minutes, away from the workplace, shall be provided by the Employer. Such a meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without an eating period.
- B) When an employee is designated either expressly or implicitly to be available for work during a meal-period, and:
 - i) the employee is scheduled to work a seven and one-half (7½) hour shift and receives thirty (30) minutes for a meal period, exclusive of the seven and one-half (7½) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
 - ii) the employee is scheduled to work a seven and one-half (7½) hour shift and does not receive thirty (30) minutes for a meal period, exclusive of the seven and one-half (7½) hour shift, then the employee shall receive seven and one-half (7½) hours pay at regular straight-time rates, plus thirty (30) minutes pay at time and one-half (1½) regular rate;

iii) in the event an employee in A) above is recalled to duty, due to an emergency, during the employee's meal period, the provisions of B) ii) shall apply.

- C) Should an employee who has not been designated to be available for work during the employee's meal period be recalled to duty for an emergency during the meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of time and one-half (1½) the regular rate shall prevail for the total of the meal period.
- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1½), irrespective of the rates expressed in the Overtime section.

21.04 Rest Periods

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

ARTICLE 22 - OVERTIME

22.01 Overtime Definition

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

22.02 Overtime Record

- A) A record will be kept of overtime worked by each employee. It is agreed that overtime must be authorized by a person(s) designated by the Employer. It is recognized that there may be occasions when a nurse will be required to work overtime without prior authorization. The Union agrees to cooperate with the Employer to ensure that this provision is not abused.
- B) Employees will have the option of taking overtime compensation as time off or pay. If the choice is time off, such option will be conveyed to the Employer in writing within two (2) working days of having worked the overtime. Such time off will be accumulated and taken at a time mutually agreed to by the employee and the Employer. Such accumulated time off must have been taken or it will be paid out on December 31st of each year.
- C) The Employer will advise each employee, upon request, of all overtime due to the employee.

22.03

Overtime pay will be paid as follows :

- A) Subject to (B) or (C) below, overtime pay at the rate of one and one-half (1½) times the regular rate will be paid for the first two (2) hours worked in excess of seven and one-half (7½) hours in one day.
- B) Overtime pay at the rate of two (2) times the regular rate will be paid for authorized hours worked in excess of nine and one half (9 ½) hours in one day.
- C) Overtime pay at the rate of two (2) times the regular rate will be paid for all hours of the second shift where an employee is required to work two (2) consecutive seven and one-half (7½) hour shifts.

22.04

Overtime at the rate of one and one-half (1½), the appropriate holiday rate, shall be paid for overtime hours worked on a statutory holiday.

22.05 Work on a Scheduled Rest Day or Double Shift

A regular full-time employee may be requested by the Employer to work on only one (1) of the employee's scheduled rest days per week, or to work a double shift. Subject to Article 22.07, the decision to work the scheduled rest day or the double shift remains with the employee. If an employee chooses to work on a scheduled day-off, the employee shall not receive overtime pay unless otherwise entitled under the provisions of this Article.

22.06

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

22.07

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

ARTICLE 23 - SHIFT PREMIUM / WEEKEND PREMIUM

23.01 Night Premium

The premium on night shift will be one dollar (\$1.00) per hour. Effective May 21, 2003, the premium increases to one dollar and twenty-five cents (\$1.25).

23.02 Evening Premium

The premium on evening shift will be seventy cents (70¢) per hour.

23.03 Weekend Premium

Employees working on weekends shall be paid a weekend premium of seventy-five cents (75¢) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective May 21, 2003, the premium increases to one dollar (\$1.00) per hour.

23.04 Responsibility Pay

Employees working on day shift Saturdays, Sundays or any other day shift where the Nursing Manager is absent for the shift, shall be entitled to a premium of \$10.00 per shift.

ARTICLE 24 - CALL-IN AND CALL-BACK

24.01 Call-In

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

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

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

- B) An employee who is called back to work on a statutory holiday will be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate, or equivalent time off in lieu, at the employee's option.

24.03 Call-Back Travel Allowance

An employee called back to work shall receive either:

- A) An allowance of thirty cents (30¢) per kilometre; or

- B) Taxi fare from home to facility and return.

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

ARTICLE 25 - RELIEF IN HIGHER-RATED POSITION

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

ARTICLE 26 - OCCUPATIONAL HEALTH & SAFETY PROGRAM

26.01

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

26.02 Joint Occupational Health and Safety Committee

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

All Minutes of the meeting of the Joint Occupational Health and Safety Committee will be recorded in a mutually agreeable format and a copy will be sent to the Union.

The Union further agrees to actively pursue with the other health care unions a Joint Union Committee for the purposes of this Article.

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

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

The Employer will also provide employees with information on where copies of the regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number and web-site for the Workers' Compensation Board.

26.03

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee.

26.04 Medical Examinations

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

26.05

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

26.06

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees.

26.07

When the Employer is aware that a patient/resident/client has a history of aggressive behaviour, the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour and/or instruction in caring for the aggressive resident will be provided by the Employer.

Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force to, as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the resident is at risk of injury.

Should a resident develop potentially aggressive and/or violent behaviour such that an incident occurs, the incident shall be reported by the employee on the appropriate document provided by the Employer. Where a risk of injury to employees is identified, the Employer shall consult with the Occupational Health & Safety representatives, and establish appropriate physical and procedural measures to eliminate, or, where that is

not possible, minimize risk to the employees. The Employer shall make every reasonable effort to ensure that sufficient staff on duty at the time are present when any such treatment or care is provided.

26.08

The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment as recommended by the committee.

ARTICLE 27 - COMPASSIONATE/BEREAVEMENT LEAVE

27.01

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

27.02

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

27.03

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

27.04

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

ARTICLE 28 - LEAVE—COURT DUTY

28.01

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

ARTICLE 29 - LEAVE — UNION BUSINESS

29.01

Subject to the operational requirements of the facility and on reasonable notice in writing, unpaid leave of absence will be granted to two (2) employees who are elected or appointed by the Union for the purpose of conducting official Union business. If leave is denied, upon request, the Employer will review the circumstances with the Union.

29.02

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

29.03

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

29.04

Employees on leave of absence pursuant to Article 29.01, 29.02 or 29.03 above shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.

29.05 Paid President

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

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

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

29.06

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

29.07

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

ARTICLE 30 - LEAVE — UNPAID

30.01

An employee granted unpaid leave(s) of absence totaling less than twenty (20) work days in any calendar year will continue to accumulate all benefits. Any excess over twenty (20) work days in any calendar year

will be deducted from length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer

Employees granted leave of absence for Union business pursuant to Article 29 shall be exempt from the provisions of this Article.

30.02

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

30.03

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

ARTICLE 31 — LEAVE - MATERNITY / ADOPTION / PARENTAL

31.01 Leave

A) Maternity Leave

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

a) Benefits

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

B) Parental Leave

Within the fifty-two (52) week leave period granted under Article 31.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

a) Benefits

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

C) Parental Leave - Special Circumstances

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

A request for special circumstances leave pursuant to Article 31.01(C)(i) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- ii) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- iii) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 31.01 is limited to sixty-three (63) weeks.

- iv) **Benefits**

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

D) Additional Leave

Any further leave granted beyond the period of Article 31.01(A), (B) or (C), thirty-seven (37) week period for special circumstances will be unpaid leave without any benefits.

- E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Unemployment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
- F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.
- G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.
- H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

31.02 Natural Father

A) Parental Leave

With four (4) weeks of notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

- a) **Benefits**

- i) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 30 — Leave - Unpaid.
- ii) For weeks five (5) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

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

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

a) Benefits

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

C) Additional Leave

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

31.03 Adoptive Parents

A) Adoption Leave

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption.

a) Benefits

- i) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 30 — Leave - Unpaid.
- ii) For the balance of thirty-seven (37) week period (i.e., thirty-seven (37) weeks less twenty (20) work days), the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

B) Parental Leave

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

a) Benefits

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 30 — Leave - Unpaid.
- ii) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee, and the Board shall continue to make payment to the plans in the same manner as if the Board was not absent.

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

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

a) Benefits

For weeks thirty-eight (38) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) Additional Leave

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

31.04 Return to Employment

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

31.05 Bridging of Service

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

The following conditions shall apply:

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

ARTICLE 32 - LEAVE—PROFESSIONAL ASSOCIATION MEETINGS

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

ARTICLE 33 - LEAVE—PUBLIC OFFICE

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

ARTICLE 34 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

34.01

Employees accumulate sick leave credits at the rate of one (1) regular days for every calendar month of service. In the event that an employee works a variable shift, a regular day shall be the average number of hours worked per day during a bi-weekly pay period. Regular part-time employees will accumulate sick leave credits on a pro-rated basis. Regular employees will receive pay for all scheduled hours lost from her/his accumulated sick leave credits.

34.02

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

34.03

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

34.04

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

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

34.05

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

34.06

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

Sick leave deductions shall be according to actual time off.

34.07

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

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

34.08

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

34.09

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

34.10

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

34.11

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

34.12 Benefit Entitlement

When an employee is on a WCB claim, all benefits of the Agreement will continue to accrue. However, an employee off work on a WCB claim shall receive wages and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause. For the purposes of topping up wages, this will come from the nurses' sick bank accrual.

ARTICLE 35 - PAID INCENTIVE LEAVE

35.01

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

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

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

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

ARTICLE 36 - ANNUAL VACATION

36.01 Vacation Entitlement

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

Length of Service	Paid Time Off
Up to 1 year of service	15 work days
Up to 5 years of service	20 work days
In the 6th year of service	21 work days
In the 7th year of service	23 work days
In the 8th year of service	25 work days
In the 9th year of service	26 work days
In the 13th year of service	27 work days

36.02.

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

36.03 Vacation Pay

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

36.04

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

36.05 Vacation Scheduling

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

- i) For vacation requests from January to September inclusive and from December 23 to January 1, the request shall be made by December 1 of the preceding year and the vacation schedule posted by December 15 of the preceding year.
 - ii) For vacation requests from October to December inclusive, the request shall be made by May 1 of the year in which the vacation shall be taken, and the vacation schedule posted by May 31 of the same year.
- D) Employees shall have the option of reserving seven (7) days of their vacation to be taken at their discretion, subject to operational requirements. For these requests, employees will make every effort to request vacation leave fourteen (14) days in advance of the time requested. The Employer shall consider emergency situations if vacation is not requested fourteen (14) days in advance.

ARTICLE 37 - STATUTORY HOLIDAYS

37.01

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

B.C. Day	Good Friday
Boxing Day	Labour Day
Canada Day*	New Year's Day
Employee 'Float Day'	Thanksgiving Day
Easter Monday	Victoria Day
<i>*To be observed July 1st</i>	

37.02

Holiday entitlement for employees who regularly work more than 60 hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees who are regularly working seventy-five (75) hours.

37.03

Holiday pay will be based on the employee's regular working day. If the employee's hours are varied, then holiday pay is calculated by averaging her/his earnings for the days she/he has worked for the 4 (four) weeks prior to the week of the holiday.

(For example: [8 days x 7½ hours] + [4 days x 4 hours] = 76 hours; therefore 76 hours ÷ 12 days = 6.33 hours of holiday pay).

37.04

- A) If an employee is requested to work on a paid holiday, other than the holidays set out in part (B) the employee will receive pay for all hours worked at one and one-half (1½) times her/his regular hourly rate of pay. As well, the employee will receive another scheduled day-off with regular pay.
- B) If an employee is requested to work on Labour Day, Christmas Day or New Year's Day, the employee will receive pay for all hours worked at two (2) times his/her regular hourly rate of pay. As well, the employee will receive another scheduled day off with regular pay.

37.05

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

37.06

If one of the above-named holidays occurs on an employee's regular day-off or during their vacation period, the employee shall receive an additional day-off in lieu within sixty (60) days after the holiday. The choice of a lieu day will be mutually agreeable.

A paid holiday commences on the shift where the majority of hours are completed between 0000 hours and 0800 hours.

37.07

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

ARTICLE 38 - HEALTH CARE PLAN

38.01

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

- B.C. Medical Insurance** -
- Dental** - No Deductible
- Plan A – 100 % coverage
- Plan B – 60% coverage
- Plan C – 50% coverage
- Plan to include** - fissure sealants
- routine scaling
- stainless steel crowns*

**(For clarity, stainless steel crowns mean the Plan would pay for crowns, to the extent of stainless steel crowns, and if the employee sought crowns of a different material, the Plan would not pay any cost beyond that of the stainless steel crowns.)*

- Extended Health Care** - 100% coverage for drugs, subject to an eight dollar (\$8.00) dispensing fee cap.
- Deductible:
\$25.00 for an individual annually
\$50.00 for a family annually.
- Eye glass reimbursement of eighty dollars (\$80.00) every twenty-four (24 months).

- Semi-private hospital coverage is no longer included.

Participation in the Health Care Plan is a condition of employment other than for employees who are otherwise covered by a Health Care Plan.

The Employer shall pay 100% of the premiums.

In no case will any regular employee pay more in benefit premiums than they are currently paying, provided they maintain their level of coverage prior to this Agreement.

LONG-TERM DISABILITY INSURANCE PLAN

38.02

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

38.03

The plan shall be mandatory and shall cover post-probationary employees. The plan shall provide employees with two-thirds (2/3) salary continuation for a maximum of \$3,500 per month for five (5) years commencing after a waiting period of seventeen (17) weeks has expired, in the event of a total disability from working in any occupation.

38.04

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

38.05

- A) Coverage is available to employees working a minimum of fifteen (15) hours per week and terminates at age sixty-five (65). Benefits payable are subject to offsets from the Canada Pension Plan and Workers' Compensation and are also subject to carrier terms and requirements.
- B) The Employer will select a mutually agreeable insurance carrier. The insurance carrier will adjudicate, and as appropriate, pay claims. If a claim is denied, the employee may appeal the denial with or without the assistance of her Union. An appeal will be considered by a panel of three physicians. One physician will be chosen by the Employee/Union and the second by the Employer. The third physician will be selected by the first two physicians. The three physicians will review the medical information that had been submitted on behalf of the employee, and the carrier's reason for denying the claim. The results of the review will be submitted to the carrier, the Employer and the Union.

The Employee (or Union) and the Employer will each pay the fees and expenses of their physician, and the Employer and the Union will share the fees and expenses of the third physician. The intent is that the process be simple, and to the degree possible, inexpensive. If practical, the review will be conducted by individual review of written material, and a telephone conference call.

The panel shall render a decision within sixty (60) calendar days of receiving the information.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time slated

shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

38.06

The Employer shall pay one hundred per cent (100%) of the premium.

GROUP LIFE INSURANCE PLAN

38.07

The Employer shall provide a group life insurance plan.

38.08

The plan shall provide \$10,000 insurance coverage for post-probationary employees, \$2,000 for spouse and \$1,000 for a child. Effective July 1, 2003, the amounts increase to \$20,000 for post probationary employees, \$3,000 for spouse, and \$1,500 for a child.

38.09

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

38.10

The plan shall also include coverage for accidental death and dismemberment, to a maximum of \$10,000. Effective July 1, 2003, the amount increases to \$20,000.

38.11

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

38.12

The Employer shall pay 100% of the premium.

PENSION PLAN

38.13

Regular employees shall be covered by a pension plan as outlined in the Addendum — Pension Plan. This pension scheme shall consist of the Employer matching employee contributions at three point five percent (3.5%) January 1, 2002 and effective April 1, 2004, four percent (4%) of the employee's regular wages.

38.14

The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical coverage. In the event that extended health benefits or a dental plan becomes available to retirees under the present superannuation scheme, the Employer will render the same assistance with respect thereto at the point of retirement. It is understood that this shall be at no cost to the Employer.

ARTICLE 39 - EMPLOYMENT INSURANCE

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

ARTICLE 40 - WORKER'S COMPENSATION

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

ARTICLE 41 - LAUNDRY AND UNIFORMS

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

ARTICLE 42 - EXEMPT AND SAVE HARMLESS

The Employer will insure:

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

ARTICLE 43 - PERSONAL PROPERTY DAMAGE

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

ARTICLE 44 - PAY DAYS

The employees shall be paid by direct deposit every second Thursday. The employee's pay shall be deposited in the bank, trust company, or credit union of the employee's choice, on the appropriate day. The employees will have access to their pay stub during the normal operating hours of the business office, commencing the Tuesday preceding the pay day.

ARTICLE 45 - AMENDMENTS

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

ARTICLE 46 - WAGE SCHEDULES AND PREVIOUS EXPERIENCE

Wages will be paid each employee in accordance with the Wage Schedule herein.

Where a new casual or regular employee is hired, the Employer shall grant salary recognition for relevant nursing experience obtained in the previous three (3) years. The recognition shall provide for one (1) annual increment for each one (1) year experience to a maximum of three (3) increments.

ARTICLE 47 - EFFECTIVE AND TERMINATING DATES

47.01 Effective and Terminating Dates

This Agreement covers the period from January 1st, 2006 to and including December 31, 2007 and shall remain in force and be binding upon the parties thereafter until a new Agreement has been consummated.

47.02

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

ARTICLE 48 - STAFF DEVELOPMENT PROGRAMS

48.01 Transfer of Function

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

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

48.02 In-Service

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

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

48.03 General Education Program

- A) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees and course required books, necessary travelling and subsistence expenses.
- B) **Leave on Day-Off**
Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day-off falls on an off-duty day, the employee shall be paid for that day and be given an additional day-off.

ARTICLE 49 - PROFESSIONAL RESPONSIBILITY

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

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

49.01

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

49.02

If the matter is not resolved to her/his satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her/his discussion with her/his immediate supervisor. The employee retains the original and forwards copies to the Chair of the Union/Management Committee and the Health Services Coordinator.

49.03

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

49.04

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

49.05

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

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

49.06

If the employee is not satisfied with the written response from the Administrator, the employee with a Union representative may make a presentation to a Troubleshooter as per Article 8.

ARTICLE 50 – QUALIFICATIONS

An employee with special clinical preparation in gerontology of not less than six (6) months, approved by the Employer, and who is employed in the special service for which she/he is qualified, shall be paid an additional \$2.00 per shift worked, if she/he has utilized the course within two (2) years prior to employment.

The employee must provide proof of qualifications and these qualifications must be from an accredited Canadian post secondary institution or equivalent.

APPENDIX A - WAGE SCHEDULES

Nurse	Stage 1	Stage 2	Stage 3	Stage 4
January 1, 2006 (2%)	<i>\$25.91</i>	<i>\$27.24</i>	<i>\$28.32</i>	<i>\$29.05</i>
June 12, 2005 (1%)	<i>\$26.17</i>	<i>\$27.51</i>	<i>\$28.60</i>	<i>\$29.34</i>
January 1, 2007 (2%)	<i>\$26.69</i>	<i>\$28.06</i>	<i>\$29.17</i>	<i>\$29.92</i>

APPENDIX B – INDUSTRIAL HEALTH AND SAFETY REGULATIONS

Section 4 Industrial Health and Safety Programs

Effective Date 01/01/78

GENERAL REQUIREMENTS

When Required

4.02

An industrial health and safety program as outlined in clause (5) shall be initiated and maintained by each employer having:

- A) A workforce of twenty (20) or more workers, in an industry classified as "A" or "B" hazard by the Board's First Aid Regulations; or
- B) A workforce of fifty (50) or more workers in an industry classified as "C" hazard by the Board's First Aid Regulations.

Exception

Notwithstanding the foregoing, an industrial health and safety program may be required when, in the opinion of a Board officer, such a program is necessary.

Requirements for Small Operations

In any operation where the workforce is less than that referred to in clause (1), the Employer shall initiate and maintain a less formal program based on regular monthly meetings with employees for discussion of health and safety matters. The meetings shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of cooperative interest in the safety of the workforce. The Employer shall maintain a record of the meetings and the matters discussed.

Coordination of Several Employers' Activities

When the workforce at a place of employment includes workers of more than one (1) employer, each employer shall be responsible for the accident prevention program for her/his workers. Where the work areas of two (2) or more employers adjoin or overlap, the principal contractor, or if there is no principal contractor, the owner shall ensure the continuing coordination of the industrial health and safety activities of the several employers.

Contents of Programs

The industrial health and safety program shall be designed to prevent injuries and industrial diseases. Without limiting the generality of the foregoing, the program shall include:

Policy

A statement of the Employer's aims and the responsibilities of the Employer, supervisors and workers.

Inspection of Premises

Provision for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found, as required by Regulation 8.08.

Supplementary Instructions

Appropriate written instructions to supplement the Board's Industrial Health and Safety Regulations. Copies of the instructions shall be available for reference by all employees.

Management Meetings

Provision for holding periodic management meetings for the purpose of reviewing health and safety activities and accident trends, and for the determination of necessary courses of action.

Investigation of Accidents

Provision for the prompt investigation of accidents to determine the action necessary to prevent their recurrence, as required by Section 6 of these regulations.

Records and Statistics

The maintenance of records and statistics, including reports of inspections and accident investigations, with provision for making this information available to the Industrial Health and Safety Committee and, upon request, to an officer of the Board, the Union representing the workers at the place of employment or, where there is no union, the workers at the place of employment.

Industrial Health & Safety Committee

The establishment and maintenance of an Industrial Health and Safety Committee constituted and functioning, as required by Regulations 4.04 and 4.06.

Instruction of Workers

Provision by the Employer for the instruction and supervision of workers in the safe performance of their work, as required by Regulation 8.18.

INDUSTRIAL HEALTH AND SAFETY REGULATIONS

Section 4 - Industrial Health and Safety Committees

4.04 The Industrial Health and Safety Committee shall have:

Committee Membership

- A) Not fewer than four (4) regular members, employed at the operation and experienced in the types of work carried on at the operation; and
- B) Membership chosen by and representing the workers and the Employer. In no case shall the Employer's representatives outnumber those of the workers; and

- C) A Chairman and Secretary elected from and by the members of the Committee. Where the Chairman is an employer member the Secretary shall be a worker member and vice versa.

Provision of Additional Committees

Where the size or nature of the operation precludes the effective functioning of a single committee, additional committees may be established as the situation requires, or as directed by an officer of the Board.

Work Restrictions

No person 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 person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

Pursuant to clause (1), a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to her/his supervisor or employer.

The supervisor or employer receiving a report made under clause (2) shall forthwith investigate the matter and:

- A) Ensure that any unsafe condition is remedied without delay; or
- B) If in her/his opinion the report is not valid, she/he shall so inform the person who made the report.

When the procedure under clause (3) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:

- A) A worker representative of the Industrial Health and Safety Committee; or
- B) A worker who is selected by a trade union representing the worker; or
- C) When there is no Industrial Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

When the investigation under clause (4) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the Employer, and the worker shall forthwith notify an officer of the Board* who shall investigate the matter without undue delay and issue whatever orders she/he deems necessary.

No worker shall be subject to disciplinary action because she/he has acted in compliance with this regulation or an order made by an officer of the Board.

Temporary assignment to alternative work at no loss in pay to the worker until the matter in clause (1) is resolved shall be deemed not to constitute disciplinary action.

Manual Lifting and Carrying Restrictions

Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

APPENDIX C - PENSION PLAN

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

Pension Plan

- A) For regular employees participation is mandatory. Contributions may be made at three point five (3.5%) percent on January 1, 2002 and four percent (4%) on April 1, 2004 of straight time earnings.
- B) Matching Employer contributions will be made monthly and vesting is immediate.
- C) Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
- D) Employees are offered a choice in the type of investment, i.e. five (5) year guaranteed fund, one (1) year guaranteed fund. Canadian Equity Fund or Diversified funds.
- E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- F) Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the Employer contribution will be withheld for one (1) full year.
- G) Employees enrolled in the previous pension plan are subject to provincial locking-in requirements with respect to any withdrawals.
- H) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- I) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
- J) Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes.
- K) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.
- L) With the exception of changes to personal information (e.g. name, beneficiary, etc.) all other changes to the plan, including enrolments, will occur twice (2X) per year on January 1st and July 1st.

MEMORANDUM OF UNDERSTANDING

At the request of either party, the parties agree to meet during the term of the Collective Agreement to discuss in good faith, issues of concern regarding language in order to come to mutual agreement and understanding. Any agreed to changes will be put in writing and appended to this Collective Agreement.

Enhanced Employment Severance Agreement

LETTER OF AGREEMENT

Between

Courtyard Garden Holdings Ltd. (formerly Diversicare Realty Investment Ltd., c.o.b. Courtyard Gardens Enhanced Assisted Living Centre and Assisted Living Residence);

AND

British Columbia Nurses' Union (the Union)

In Respect of

Enhanced Employment Severance Agreement

Whereas the collective agreement between the parties expired as of December 31, 2005, and

Whereas the Employer and the Union have met to negotiate the renewal of this collective agreement, and

Whereas the Employer, during these negotiations, has advised the Union that during what the Employer expects to be the term or duration of this renewal collective agreement, the Employer intends and expects to lay off some or all of the members of the Union's bargaining unit, and to thereafter have the work now performed by those members performed by other employees of the Employer such that the layoff will be indefinite and long lasting, and there will be no reasonable expectation of recall for a laid off member, and

Whereas the Parties desire to negotiate an Enhanced Employment Severance Agreement to complement the Severance Payment arrangements set out in Article 13.06 of the expired collective agreement, (hereinafter Article 13.06) and set forth this Agreement in an appropriate document,

Therefore:

1. This letter presumes and requires the Parties conclude and execute a renewal collective agreement with a minimum duration of two (2) years.
2. This letter attaches to and forms part of the renewal collective agreement. It continues for the duration of the renewal, but thereafter ceases to have meaning or application.
3. Article 13.06 of the collective agreement continues without change except as the Article is specifically and explicitly amended by this letter.
4. Article 13.02 of the expired collective agreement is continued without change in the renewal collective agreement. Notwithstanding, that Article 13.02 provides regular employees shall be laid off in reverse order of seniority, for the purposes of this letter, regular employees shall be offered, in

order of seniority, the opportunity to be laid off. This shall occur for each round of layoffs. If more than one notice is to be given, all said notices shall be given simultaneously. Such offers shall only be made as the Employer chooses to reduce the number of members in the bargaining unit. An employee given written notice of layoff shall have seventy-two (72) hours, calculated from the time the written notice is delivered to the employee, to decline or accept the lay-off. If the employee declines the layoff the employer may then give the notice to the next most senior employee and the process will repeat until the Employer has reduced the number of employees in the bargaining unit to the level the Employer desires or the second least senior employee has declined the notice. Once the second least senior employee has declined the notice, the provisions of Article 13.02 apply as written and thereafter, notice shall be given in reverse order of seniority and an employee who has been given notice shall no longer have any right to decline the notice.

Notwithstanding, no layoff will begin prior to January 1, 2007 except by mutual agreement between the Employer and the Union.

It is recognized that where more senior employees accept layoff and create vacancies that the employer may transfer remaining employees to maintain what the employer has determined as an appropriate level of service. In doing so, the employer shall make every reasonable effort to develop a mutually agreeable work schedule.

5. An employee who is subject to the provisions of Article 13.06, and who has met the requirements of continuing to be available to work during any period of notice, and who then terminates her employment, as set out, shall have no further rights under the collective agreement, and once the severance payment is made, the Employer has no further obligation to the employee.

Notwithstanding the foregoing, it is agreed that such employee may advise the Employer the employee wishes to continue to participate in certain of the premium based benefit plans set out in this agreement, and the employee shall be allowed to do so notwithstanding the termination of employment, subject to the following points:

- a. The certain premium based benefit plans are the B.C. Medical Insurance Plan, Group Life Insurance Plan, the Dental Benefit as set out, and the Extended Health Care Plan. No other benefit of any nature whether premium based or otherwise, is available. Enrollment in any other premium based benefit, or access to any other benefit, ends as of the date of termination.
- b. The employee must have been enrolled in the specific benefit at the time notice was given.

- c. The specific benefit, or a benefit that is substantially similar, must not be otherwise available to the employee. If it is, the employee is obligated to advise the Employer, and if the employee fails to do so, the employee is liable for the costs of any premiums paid, or any benefits provided after the specific or similar benefit became available to the employee.
- d. The Employer will continue to pay any premium while the employee remains eligible to participate.
- e. The employee is eligible to participate until the earlier of:
 - i. The specific benefit, or a benefit that is substantially similar becomes available to the employee, or
 - ii. The employee becomes sixty-five (65) years of age, or
 - iii. One (1) year has passed since the employee terminated her employment, or
 - iv. The employee, through actions by or of the employee, renders the employee ineligible for coverage in accordance with the criteria of the benefit provider, or
 - v. The death of the employee
- 6. Notwithstanding Article 13.06 does not provide a minimum payment, any employee who has completed the probationary period at the time employment is terminated shall be eligible for a minimum payment of one thousand dollars (\$1,000). For clarity, this includes employees who elect voluntary layoff.
- 7. Notwithstanding that Article 13.06 provides for maximum payments, the maximum is waived and employees will be eligible for the full amount of any payment in accordance with the calculation. For the purposes of this letter the calculation formula shall be modified as follows:

<u>Hours Paid Since Last Date of Hire</u>	X	\$1250.00
1820		

All wages or other compensation earned, for example unused vacation, overtime banks, shall be paid upon termination.

In addition, an amount equal to 40% of the dollar value of the individual employee's sick leave credits shall be paid upon termination.

- 8. Subject to any applicable legislation, and at the request of any affected employee, the Employer will pay part or all of that employee's severance payment to a registered retirement savings plan, or subject to the terms of the Pension Plan established under the relevant collective agreement, to the Pension Plan. If the Employer pays any amount to an employee, the Employer will deduct the minimum amount of tax permissible by law or regulation.
- 9. The Employers will provide employees who are subject to layoff notice, written employment references and appropriate support in any job search. Employees who have received a severance package will be eligible for reimbursement of 75% of each of the following:

- A) The cost of relocation counselling and training through a recognized agency
- B) The cost of upgrading through an educational institution to a maximum total per individual of \$3,000.00. Reimbursement shall be for costs incurred within one year from date of layoff.

10. This offer is not available to casual employees.

**BRITISH COLUMBIA NURSES' UNION
AND
DIVERSICARE CANADA MANAGEMENT SERVICES CO., INC.**

Operating Courtyard Gardens Enhanced Assisted Living Centre

Signed on behalf of:

The Employer:

The British Columbia Nurses' Union:

Date:

Date:

BRITISH COLUMBIA NURSES' UNION

AND

DIVERSICARE CANADA MANAGEMENT SERVICES CO., INC.

Operating Courtyard Gardens Enhanced Assisted Living Centre

Signed on behalf of:

The Employer:

The British Columbia Nurses' Union:

Date:

Date:

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