

**COLLECTIVE AGREEMENT**

Between

**BRITISH COLUMBIA NURSES' UNION**

and

**COMMUNICATIONS, ENERGY & PAPERWORKERS  
UNION OF CANADA - LOCAL 444**

**January 1, 2011 to December 31, 2015**

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# COLLECTIVE AGREEMENT

between

## BRITISH COLUMBIA NURSES' UNION

(Hereinafter called the "Employer")

And

## COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA - LOCAL 444

(Hereinafter called the "Union")

### DEFINITIONS

Regular Full-Time Employees	are those employees who are expected to work thirty-five (35) hours per week. Regular full-time employees are entitled to all benefits under this Agreement.
Regular Part-Time Employees	are those employees in positions under this Agreement who work at least the equivalent of fourteen (14) hours per week but less than the equivalent of thirty-five (35) hours per week. Regular part-time employees are entitled to all benefits under this Agreement on a proportionate basis.
Temporary Employees	are those employees who fill temporary appointments or are successful applicants on temporary job posting.
Casual Employees	are those employees who provide sick leave, leave of absence or workload relief on an intermittent basis.
Steward Trainees	are BCNU stewards who receive experiential training by temporarily working in the BCNU office as part of a hands-on steward training program pursuant to Article 14.

## **ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.01** The Union and the Employer acknowledge that the purpose of this Collective Agreement is to establish and maintain a relationship that is intended to assure:
- (a) a harmonious and productive working environment for employees under the Agreement, and
  - (b) efficient, effective and professional Union services for persons covered by Certifications awarded by the Labour Relations Board of British Columbia to the British Columbia Nurses' Union.
- 1.02** Wherever the feminine or singular is used in this Agreement, the same shall be construed as meaning the masculine or plural, unless otherwise specifically stated.

## **ARTICLE 2: EMPLOYER RIGHTS**

- 2.01** The Union acknowledges that the management and direction of employees in the bargaining unit are retained by the Employer, except as may be otherwise provided in this Agreement. The Employer agrees that in exercising its management rights with regard to the administration of this Agreement, it shall do so in a fair and reasonable manner.
- 2.02** The parties of this Agreement are committed to a harassment free work place recognizing the right of each individual to be treated with respect.
- 2.03 (a) Harassment / Non-Discrimination**
- (i) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia and agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any grounds cited by the Code. No process outlined in this Article precludes an employee from filing a complaint under the Human Rights Code.
  - (ii) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
  - (iii) The parties of this Agreement are committed to a harassment free work place recognizing the right of each individual to be treated with respect. The Employer shall take such actions as are

necessary with respect to any person engaging in any form of harassment at the workplace.

**(b) Harassment Complaint Procedure**

In the case of a complaint of harassment, the following shall apply:

- (i) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint verbally or in writing within 28 calendar days of the alleged occurrence. The Employer shall meet within one week of the complaint being lodged.
- (ii) The meeting stated in (i) above will begin the procedure to be followed which is Step 1 of the grievance procedure.
- (iii) Complaints under this Article shall be treated in confidence as far as possible.

**ARTICLE 3: UNION RECOGNITION, RIGHTS AND SECURITY**

- 3.01** The Employer recognizes the Union as the sole collective bargaining agent for all employees in positions listed in Article 51.02 which forms part of this Collective Agreement and for all employees in new or changed positions established pursuant to Article 15, and any employee(s) in temporary appointments established pursuant to Article 12.
- 3.02** The Employer shall make membership in the Union a condition of employment for all employees. New employees must join the Union no more than thirty (30) days after beginning employment.
- 3.03** Upon written authorization from the individual employee, Union dues, levies, assessments shall be deducted by the Employer from the salaries of all incumbents of positions listed in Article 51.02, all new or changed positions established pursuant to Article 15, and any employee(s) in temporary positions established pursuant to Article 12. Dues shall be remitted to the Union Treasurer no later than the fifteenth (15th) day of the month following the month for which deductions are made.



- 3.04** The Employer shall give the Union advance notice of any matters coming before the Council of the British Columbia Nurses' Union which might significantly affect the Union members, so that the Union may have input into such matters to the Executive Director or designate.
- 3.05** The Employer agrees not to enter into any agreement or contract with employees covered by this Collective Agreement, individually or collectively, which in any way conflicts with the terms and conditions of the Collective Agreement.
- 3.06** The Employer agrees not to contract out or in any bargaining unit work that will result in the layoff or demotion of employees or a vacancy remaining unfilled. The Employer will advise the Union before contracting out or in any bargaining unit work.

#### **ARTICLE 4: TIME OFF FOR UNION BUSINESS**

##### **4.01 Union Members at Collective Bargaining**

A maximum of four (4) Union members shall be given time off for the purpose of collective bargaining with the Employer. The Employer will provide time off with pay to three (3) of these employees who will be designated for this purpose at the commencement of negotiations.

- 4.02** Notwithstanding Article 4.01, collective bargaining may be conducted outside the Employer's regular office hours and shall be scheduled by mutual agreement of the Union and the Employer.

##### **Union Members at Grievances and Arbitrations**

- 4.03** Union officers referred to in Article 23 shall be given time off with pay to present and process grievances or arbitrations.
- 4.04** Time off with pay shall be granted only to employees called to appear before an arbitrator under Article 23.01. No more than three (3) employees shall be granted leave of absence at any one time. The appropriate union leave application must be submitted and approved.

#### **4.05 Other Union Business**

The Employer recognizes that it is appropriate to provide leaves of absence to employees who are elected or appointed to represent the Union at conferences, conventions or other union business.

Employees requesting such leave, shall provide reasonable notice in writing on the appropriate form.

The Employer, when considering, such requests will take into account the needs of the operation. Approval of such request will not be unreasonably denied.

Once a request is granted, the Employer shall not indiscriminately cancel such leave.

An employee granted such leave will have her/his wages and benefits continued by the Employer and the Union agrees to reimburse the Employer for the cost of such wages and benefits.

### **ARTICLE 5: HOURS OF WORK AND TIME OFF**

**5.01** Full-time employees under this Agreement shall be expected to work the equivalent of thirty-five (35) hours per week. The BCNU's normal hours of operation are from 9:00 a.m. to 5:00 p.m. Monday to Friday. Daily hours for each employee shall depend on individual workloads, which may vary because of the nature of the Employer's operation, that of a trade Union servicing a large widespread membership. Employees shall inform the Employer of their whereabouts, recognizing the regular office starting time of 9:00 a.m. for days they are scheduled to work in the office.

**5.02** In recognition of the reality that Article 5.01 and 5.03 do not fully capture the actual hours worked, employees shall accrue thirty-five (35) hours of paid time off in each calendar quarter. Unless operational requirements prohibit, this time off shall be taken in the quarter in which it is accrued; but in no case shall it be taken after December 31 of the year in which it is accrued. If an employee cannot take the paid time off in the calendar year in which it is accrued, the Employer shall reimburse the employee for the unused time at the employee's year-end rate of salary.

**5.03** Overtime will be paid at time and a half as follows:

- (a) (i) Three (3) hours for "out of town travel". For the purposes of this Article "out of town travel" is defined as beyond Abbotsford and beyond Squamish.
  - (ii) Two (2) hours for attendance at meetings with members after hours. Meetings will include, but not be limited to; LRB, Arbitrations, Negotiations, Regional Meetings and Conferences.
  - (iii) All pre-approved weekend and preparatory work.
- (b) An employee may claim overtime as set out in 5.03(a)(i) or 5.03(a)(ii) in a single day but not both.
- (c) (i) Pre-approved weekend overtime shall be banked at the employee's request.
  - (ii) Banked overtime may be taken upon mutual agreement and must be taken or paid out by December 31 of each year.

**ARTICLE 6: WAGES**

**6.01** Each employee under this Agreement shall be assigned to and paid according to one of the pay grade/job classifications outlined in Article 51.02.

**6.02** Each employee shall move to the next highest wage rate (i.e. next increment) within their pay grade on their employment anniversary date until the maximum rate for this pay grade is reached.

**6.03** There will be a general wage increase of 1.15% effective January 1, 2011, 2% effective January 1, 2012, 2% effective January 1, 2013, 2% effective January 1, 2014 and 2% effective January 1, 2015.

(See wage grid Article 51.01)

**ARTICLE 7: PROVISIONS OF WAGE SCHEDULES AND RETROACTIVITY**

**7.01** Wages shall be paid to each employee in accordance with Article 51, or in the case of newly created or reclassified positions, at the wage rate established pursuant to Article 15, or in the case of temporary positions the wage rates established pursuant to Article 12.03.

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

## **ARTICLE 8: PROBATION**

- 8.01** All new regular employees will be considered probationary for the first six (6) months of employment.
- 8.02** By mutual agreement between the Employer and the Union, the probationary period may be extended.

## **ARTICLE 9: SENIORITY AND SERVICE**

- 9.01** Seniority for regular employees is defined as the length of continuous service including any leaves of absence, in the bargaining unit and shall be applied on a bargaining unit basis.

Service for the purposes of vacation, increment steps and severance pay will be defined as the length of continuous service in the bargaining unit.

## **ARTICLE 10: JOB POSTINGS**

- 10.01** Vacancies in all positions covered by this Collective Agreement shall be posted internally within fourteen (14) calendar days of formal notice and before the Employer begins recruiting elsewhere.
- 10.02** All information contained on the posting shall be consistent with the job description for the posted position.
- The Employer further agrees that job posting qualification requirements shall be reasonably related to the requirements of the job.
- 10.03** All postings required under Article 10.01 shall be for a minimum period of ten (10) calendar days.
- 10.04** Copies of all job postings shall be sent to the President of the Union at the time of posting.
- 10.05** The Employer need only consider applications from employees who have successfully completed their probationary period.

**10.06** The Employer shall, as well, consider applications from employees who are absent from work during the period that a vacancy is posted, provided they had previously, in writing, advised the Employer in the six (6) months preceding the posting, of their interest in the position.

**10.07** Should the Employer receive employee applicants for the vacancy posted, a decision shall be made within thirty (30) calendar days pursuant to Article 10.03.

**10.08** The Employer shall post the name of a successful candidate within seven (7) calendar days of selection.

Where an employee is not appointed to fill a vacancy she/he shall be given an explanation within fourteen (14) calendar days of the appointment.

**10.09** A successful candidate shall assume her/his new position as soon as reasonably practicable.

## **ARTICLE 11: PROMOTION, TRANSFER AND DEMOTION**

### **11.01 Definitions**

For the purposes of this Collective Agreement the following definitions shall apply:

- (a) a "promotion" shall mean a move to a position which has a higher maximum salary level.
- (b) a "demotion" shall mean a move to a position which has a lower maximum salary level.
- (c) a "transfer" shall mean a move to a position which has the same maximum salary level.
- (d) "reclassification" shall mean the assignment of a higher or lower pay grade.

### **11.02 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created within the bargaining unit the Employer shall give employees within the bargaining unit 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.

The Employer will not advertise the position externally until all internal candidates have been interviewed and notified. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position she/he shall be given an explanation as to why her/his application was not accepted. In addition the Employer will provide a summary of the questions asked and related selection criteria.

### **11.03 Filling Vacancies**

Seniority shall be the deciding factor in the transfer of employees under this Agreement, provided the senior employee's qualifications and abilities are appropriate for the job in question.

In the event of a transfer or demotion as a result of a reduction of positions within a department, it shall be in reverse seniority order.

In filling of promotions, appointments shall be made to the employee with the required qualifications, level of competency and efficiency as required by the job description and where such requirements are equal, seniority shall be the deciding factor.

### **11.04 Salary on Promotion**

When an employee is promoted within the bargaining unit she/he shall be placed on the lowest increment level of the new pay grade which results in a salary increase above her/his previous salary.

### **11.05 Salary on Transfer**

An employee who transfers from one position to another shall retain her/his salary and be entitled to all increments she/he would otherwise receive.

### **11.06 Salary on Downward Reclassification**

An employee whose position is reclassified to a lower pay grade shall continue to be paid at her/his current rate of pay until the wage rate in the new position equals or exceeds it.

### **11.07 Voluntary Demotion**

An employee who requests a voluntary demotion and who is subsequently selected to fill a lower rated position, shall be paid according to that lower rated position's wage rate and at the increment level appropriate to her/his length of continuous service. A voluntary demotion does not change an employee's employment anniversary date.

### **11.08 Returning to Formerly Held Position**

An employee assuming a new position inside or outside the bargaining unit shall revert to her/his former position without loss of seniority or benefits if:

- (a) the Employer finds the employee unsatisfactory in the position to which they have assumed, or,
- (b) the employee is dissatisfied with the position to which she/he has assumed.

The provision of (a) and (b) above apply for a period of up to one hundred and eighty (180) calendar days from the date the employee commenced work in the new position.

**11.09** Notwithstanding Article 11.08, any employee may seek redress under Article 23 for any Employer action involving a change of position.

## **ARTICLE 12: TEMPORARY APPOINTMENTS**

**12.01** The Employer may make a temporary appointment, without posting, for a period of not greater than one hundred and twenty (120) calendar days. Where such temporary appointment exceeds one hundred and twenty (120) calendar days, the Employer shall post a notice in accordance with Article 10 of the Collective Agreement unless the Union and the Employer mutually agree to extend this time limit.

**12.02** Upon completion of the temporary appointment a regular employee filling a temporary appointment shall be returned to her/his former position.

**12.03** Notwithstanding the provisions of Articles 10.01, 11.02 and 15.02 where the Employer makes a temporary appointment for a period of one hundred and twenty (120) calendar days or less the Employer shall notify and meet with the Union where necessary to agree on a pay grade.

**12.04** Where the Employer makes a temporary appointment of more than one hundred and twenty (120) calendar days, the provisions of Articles 10, 11 and 15 shall apply.

**12.05** Should an employee fill a temporary appointment for a period of one hundred and twenty (120) calendar days or more the Employer and the Union shall meet to discuss the creation of a permanent position in place of a temporary appointment. In the event a permanent position is created, the provisions of Articles 10, 11 and 15 shall apply.

## **12.06 Casual Employment**

The Employer shall maintain a list of casual employees to provide sick leave and workload relief for CEP positions. Should the Employer require additional employees to do casual work beyond those named on the list, the Employer will post the vacancies as per Article 10.

Casual employees shall accrue and maintain seniority for each period worked. Casual employees shall be deemed qualified for the position for which they were hired on a casual basis.

## **12.07 Benefits Applicable for Temporary Appointments**

Temporary and casual employees (non BCNU) shall be entitled to all benefits under the Collective Agreement except those under Articles 25.02, 26.04, and 32 (except 32.04). Such employees shall be entitled to benefits under Article 5.02 on a proportionate basis.

## **ARTICLE 13: RELIEF IN HIGHER RATED POSITIONS**

### **13.01 Within the Bargaining Unit**

Employees directed by the Employer to temporarily assume the duties and responsibilities of a more senior position shall be placed on the lowest increment level of the new pay grade which results in a salary increase above her/his previous salary.

### **13.02 Outside of the Bargaining Unit**

In addition to their regular salaries, employees who are required to perform duties, or assume responsibilities which lie outside the scope of the bargaining unit shall receive a premium equal to ten percent (10%) of their regular daily salary. The premium shall be paid for each day, whole or in part, that an employee performs out of bargaining unit work.



## **ARTICLE 14: BCNU STEWARD TRAINING PROGRAM**

- 14.01** The Employer will select stewards each Fall for the following year's steward training program. This program is designed to train BCNU members and not to create a transfer of work from the CEP bargaining unit to BCNU members. Steward trainees shall not fulfill the job that bargaining unit employees ordinarily and regularly perform on a full-time, part-time or temporary basis. Steward trainees will not become CEP members for the period of time they train in the office and will be paid at their nursing rate of pay and benefits.
- 14.02** The Employer will select LROs/Campaigns Officers each year to mentor steward trainees. Mentors will work with an individual trainee to teach grievance handling and campaign organizing as laid out in Article 14.03 below. Mentors will also assess the progress of each trainee at the end of their program. In recognition of the extra effort involved in being a mentor, each mentor will be given up to one week and up to \$5,000 per year in travel, accommodation and registration fees, to attend a training course, conference, or independent study project of their choice, providing the area of study is related to their work at BCNU.
- 14.03** LROs/Campaigns Officers participation in the steward training program is voluntary however where a Labour Relations Officer or Campaigns Officer has agreed to be involved, steward trainees will be assigned to the mentor for an initial orientation period writing letters, taking phone calls, preparing and presenting Step three grievances, and facilitating campaign meetings, under the supervision of the mentor. The Employer shall develop and provide an orientation package to both the mentor and the steward trainee.
- 14.04** Subsequently steward trainees will continue their work experience under a steward trainee job description and assignments shall be limited to only answering phone calls, writing letters, and preparing and presenting Step 3 grievances when an LRO is away on vacation or short term leave. Each period of work experience shall not exceed six weeks.
- 14.05** Trainees will not spend more than six weeks in the office at any one time and can not apply for the steward training program more than two years in a row.
- 14.06** The steward trainee program is intended to train stewards to be better able to present Step 2 grievances when they return to their work place. Participation in the steward training program does not qualify stewards to become LROs.

## **ARTICLE 15: JOB CLASSIFICATIONS**

### **15.01 Changes in Existing Positions**

- (a) If the Employer makes significant changes in the job content of any established position listed in Article 51.02 (Pay Grade/Job Classifications) it shall develop a revised job description in consultation with the Union and establish a pay grade and wage schedule, where applicable, and give written notice of same to the Union.
- (b) If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer the job description, pay grade and wage schedule, where applicable shall be considered established.
- (c) If the Union objects to the pay grade and wage schedule the Employer and the Union shall meet for discussion. If the pay grade and wage schedule, where applicable, are revised through negotiations with the Employer, the appropriate pay grade within the wage schedule shall be retroactive to the date of change in job content.
- (d) If bargaining unit employees feel there have been significant changes to the duties and responsibilities of their job, sufficient to merit reclassification, the employees or the Union may appeal the classification of the subject position.

### **15.02 Creation of New Positions**

- (a) If the Employer creates a new position not included in Article 51.02 (Pay Grade/Job Classifications) it shall develop a job description in consultation with the Union and establish a pay grade and wage schedule, where applicable, and give written notice of same to the Union no later than fourteen (14) calendar days prior to posting the position.
- (b) If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer the job description, pay grade and wage schedule, where applicable, shall be considered established.
- (c) If the Union objects to the pay grade and wage schedule the Employer and the Union shall meet for discussion. If the pay grade and wage schedule, where applicable, are revised through negotiations with the Employer, the appropriate pay grade within

the wage schedule, shall be retroactive to the employee's date of employment in the new position.

- 15.03** If the Employer wishes to eliminate, or change any existing classification under this Agreement, the matter shall be discussed with the Union before any action is taken.

## **ARTICLE 16: LAYOFF AND RECALL**

### **16.01 Layoff by Seniority**

In the event of a layoff the Employer agrees that employees shall be laid off in reverse order of seniority.

### **16.02 Notice of Layoff**

The Employer shall give employees who are laid off as much advance notice as possible but in no case shall it be less than the specified periods below:

- (a) Less than 5 years of continuous service - 28 calendar days notice or regular pay for 20 work days.
- (b) More than 5 years of continuous service but less than 10 years of continuous service - 40 calendar days notice or regular pay for 30 work days.
- (c) More than 10 years of continuous service - 60 calendar days notice or regular pay for 40 work days.

### **16.03 Recall**

Notwithstanding the provisions of Article 10.01, laid-off employees shall be recalled to work in order of seniority provided they have the qualifications and abilities to perform the duties of the work available.

Notice of recall shall be sent to the laid off employee by registered mail to the last address filed with the Employer with a copy to the Union.

- 16.04** No new employees shall be hired until those laid off have been given an opportunity of recall.

- 16.05** Employees shall be considered to be on layoff status for a period of one (1) year from the date of layoff.

## **16.06 Benefits**

For the first twenty (20) work days of layoff, the Employer shall continue to pay all premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, Group Life Insurance Plan and Travel and Accident Insurance. For the balance of a one (1) year period, employees who remain laid off may continue to be insured under the above named plans upon payment of the appropriate premium to the Employer at such times as may be required pursuant to the said plan(s).

**16.07** Seniority shall accrue for the first twenty (20) work days of layoff and shall be maintained thereafter for a balance of one (1) year.

## **ARTICLE 17: TECHNOLOGICAL CHANGE**

**17.01** Technological change means a significant change in the manner in which the Employer carries on their work which adversely affects one or more employees.

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

**17.03** The Employer agrees to notify the Union in writing at least one hundred and twenty (120) calendar days before the introduction of technological change.

**17.04** Where the Employer has notified the Union of its intention of introducing a technological change, the parties agree to meet and to hold constructive and meaningful consultations in an effort to reach agreement and understanding in all matters relating to such change. Should this fail, the parties shall refer the matter to arbitration (Reference - Article 23: Grievance and Arbitration).

**17.05** An employee reassigned to a lower rated position because of the introduction of technological change, shall continue to be paid at her/his current wage rate until the wage rate in the new position equals or exceeds it.

**17.06** If it becomes necessary to reduce staff due to technological change, employees shall be laid off in reverse order of seniority provided that there are available employees with greater seniority who are qualified and have the ability to perform the duties of the work available (Reference - Article 16: Layoff and Recall).

## **ARTICLE 18: STRIKES AND PICKET LINES**

- 18.01** If a Union member refuses in good conscience to cross any picket line established by any trade Union, that employee shall not be subject to any disciplinary action by the Employer, for failing to perform the work of the Employer, and shall be considered to be absent without pay.
- 18.02** Under no circumstances shall employees covered by this Agreement be required or expected to perform work within the jurisdiction of any other trade Union.
- 18.03** In the event that a Union member is absent without pay pursuant to Article 18.01, the Employer agrees to make all payments to maintain all benefits pursuant to Articles 25, 26, 27 and 30 for a period not to exceed four (4) weeks. Subsequent payments shall be the responsibility of the employee and the Employer agrees to establish access for the Union to maintain such benefits for their members.
- 18.04** In the event that the Union engages in a lawful strike, or the Employer engages in a lock-out, the Employer agrees to established access for the Union to maintain benefits under Articles 25, 26, 27 and 30 for its members should the Union so wish. Payments to maintain such benefits shall be the responsibility of the Union.

## **ARTICLE 19: LRO ASSIGNMENTS**

- 19.01** LROs who occupy a contract servicing assignment as of the second Monday in May and who are interested in a change of assignment, will sign and submit the appropriate form by May 30<sup>th</sup>.
- 19.02** In the event of a permanent vacancy in a servicing LRO position, the vacant assignment will be filled by a newly hired regular LRO until the next annual review as per Article 19.01 or Article 19.03.
- 19.03** When there is a need to make major changes in servicing LRO assignments because of workload inequities or changes in the work required, a new list of all servicing assignments will be drawn up and posted. Servicing LROs will choose their assignments in order of seniority, except where the Employer deems an assignment change affects operational requirements or the Union deems an accommodation is needed to meet an Employee's family or personal circumstances.
- 19.04** A new assignment list for all servicing LROs will be drawn up not more than once a year and not less than every three years.

**19.05** Minor changes in assignments which become necessary because of workload fluctuations will be achieved, wherever possible, within each servicing team.

**19.06** The Employer will provide those LROs who wish to change assignments as a result of this article with at least sixty (60) calendar days notice of the date of change.

The latest day for change will be the first Friday in September in the year the assignment change is made.

## **ARTICLE 20: RESIGNATION**

Employees wishing to resign are required to give twenty-eight (28) calendar days' written notice to the Executive Director or designate. Employees in senior positions shall inform the Executive Director or designate as soon in advance as possible of their desire to resign. The twenty-eight (28) calendar day limit may be waived at the discretion of the Executive Director or designate.

## **ARTICLE 21: DISMISSAL OR SUSPENSION**

**21.01** The Employer shall not discipline an employee bound by this Collective Agreement except for just and reasonable cause. The Employer shall give written notice and reasons of dismissal or suspension, specifying the duration of any suspension.

**21.02** Where the Employer intends to interview an employee for disciplinary purposes the Employer shall notify the employee in advance of the purpose of the interview in order that the employee may acquire representation from a steward or officer of the Union. It is understood that this will not result in an undue delay to the process.

## **ARTICLE 22: UNION/MANAGEMENT COMMITTEE**

**22.01** There shall be a Union/Management Committee.

**22.02** The Employer and the Union shall each appoint up to three (3) members to the Committee. At least one (1) of the Union's Appointees shall be a member of the Union Executive.

- 22.03** The Committee shall meet monthly on a set date established at the first meeting of the Committee. In addition, the Committee shall meet at the request of either party.
- 22.04** The parties will establish a regularly scheduled grievance meeting once per month to discuss any outstanding grievances. Where circumstances warrant, additional meetings shall be scheduled to deal with matters in a timely fashion.
- 22.05** The Committee shall discuss such matters as technological change or any other matter deemed by either party to have a significant impact on the operation of the British Columbia Nurses' Union and its staff.
- 22.06** Where a workload problem arises the Union/Management Committee will meet in an attempt to resolve the issues and the concerns.

### **ARTICLE 23: GRIEVANCE AND ARBITRATION**

- 23.01** The term grievance is defined as a difference between the parties respecting the interpretation, application, operation or alleged violation of a provision of the Agreement including a question as to whether or not a matter is subject to arbitration. A grievance is also a dispute involving the discipline of an employee bound by this Agreement.

#### **Step 1**

- (a) All grievances shall be discussed with the Executive Director or designate (who shall be outside the bargaining unit) in the presence of the Shop Steward within twenty-eight (28) calendar days of the occurrence of the difference, or within twenty-eight (28) calendar days of when the employee first became aware of the difference.
- (b) If no resolution is achieved at this step, the grievance will be advanced to Step 2 by submitting the matter in writing on the prescribed grievance form stating the violation to the collective agreement and proposed resolution. The grievance will be submitted to the Executive Director or designate within seven (7) calendar days of the discussion as stated in (a) above.

## Step 2

Other than for cases where there is an unfilled vacancy, illness or injury, two (2) of the following BCNU positions:

President  
Executive Director or designate  
Director

as well as any other required Employer representative will meet with the CEP Local 444 grievance committee and the CEP Regional Vice President or designate to hear the grievance within fourteen (14) calendar days of receipt of the notice.

The Executive Director or designate will reply in writing to the CEP Regional Vice President or designate within seven (7) calendar days of the meeting. Copies of the reply will also be sent to the grievance committee representatives and the local president.

The Employer and the Union agree that if at all possible the grievance shall be solved at this stage.

The grievor may be present at any of the above stages of the grievance procedure.

Group, general application or disciplinary grievances may be initiated at Step 2 of the grievance procedure. These grievances shall be submitted in writing within twenty-eight (28) calendar days of the occurrence of the difference, or within twenty-eight (28) calendar days of when the grieving party first became aware of the difference.

If a grievance is not resolved satisfactorily, in accordance with Step 2 above, either party may within forty-five (45) calendar days of receipt of such response refer the matter to a single arbitrator, who shall be selected from the following list.

- (a) Joan Gordon
- (b) John Kinzie
- (c) David McPhillips
- (d) Marguerite Jackson
- (e) Judi Korbin
- (f) Rod Germaine

Should the parties fail to select an arbitrator from the above list within seven (7) calendar days of the grievance being referred to arbitration then each party within a further three (3) calendar days will select a name from the list of arbitrators and the final name will be selected by chance between the parties.



## **23.02 Troubleshooter**

If 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, Marguerite Jackson or Dave McPhillips, or a substitute agreed to by the parties shall at the request of either party

In performing this function, the troubleshooter will:

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

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

**23.03** Whenever possible, the arbitrator shall hear the dispute within thirty (30) calendar days of being appointed. The arbitration decision shall be binding on the parties.

**23.04** The arbitrator's costs shall be shared by the parties, the Employer paying fifty percent (50%) and the Union paying fifty percent (50%) of all costs.

**23.05** It is understood that by mutual agreement between the parties that time limits expressed in this article may be extended.

## **ARTICLE 24: SUPERIOR BENEFITS**

**24.01** Employee benefits and conditions under the Employer's former personnel policies shall remain in effect, unless affected by this Agreement.

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

## **ARTICLE 25: ILLNESS AND DISABILITY PROTECTION**

- 25.01** Each employee to whom this Collective Agreement applies shall have her/his salary and benefits continued in full during each period of illness or disability of less than six (6) months duration.
- 25.02** The Employer shall pay one hundred percent (100%) of the premiums for a long term disability plan, providing seventy-five percent (75%) salary replacement to a maximum of six thousand dollars (\$6,000) per month to age sixty-five (65). There shall be a yearly 1% (one percent) indexing in the calculation of the yearly payment for the above employees.
- This provision is impacted and funded by the Memorandum of Agreement between CEP 444 and BCNU on page 58 and 59 of the Collective Agreement.
- 25.03** Any plans of insurance purchased by the Employer to offset liabilities that may arise under Articles 25.01 and 25.02 shall be discussed with the Union prior to their purchase.
- 25.04** Any dispute over this Article shall be settled by binding arbitration.
- 25.05** Upon return following recovery an employee who was on long-term disability claim for less than twenty-four (24) months shall continue in their former position. An employee who was on claim for more than twenty-four (24) months shall return to an equivalent position; exercising their seniority rights if necessary pursuant to Articles 9 and 16.
- 25.06** The Union and the Employer agree that ill or injured employees may benefit from involvement in early safe return to work programs which may involve a number of initiatives such as a gradual increase of hours of work up to full hours, modified work, workplace modification, a work hardening program, or if necessary a change in work assignment.

Participation in such a program shall be voluntary for both the employee and the employer and contingent upon a written recommendation from the employee's doctor about their return date and the conditions of work which need to be modified. The program shall be considered as part of the treatment/rehabilitation process.

### Procedure

When an employee who has suffered an injury or long term illness, wishes to return to work, she will notify BCNU excluded staff who will send a letter describing her working conditions and requesting an opinion from her doctor about a return date and any conditions of work which need to be modified. Employees will provide notice of medical clearance for return to work, to the Employer, at least two weeks in advance of their planned return to work.

Employees on sick leave, LTD or WCB may request graduated return to work if they apply for return to work at least two weeks in advance of their planned return and at least one month before their sick leave expires and they have submitted a response from their physician pursuant to the above procedure.

Once the physician's response is received in the BCNU office, a meeting will be arranged with the employee, the CEP steward and excluded staff to discuss a return to work.

Where an employee returns to work and finds themselves unable to work full time or meet the terms of their graduated return to work program, a meeting under the above procedure will be arranged and a graduated return to work program established and/or modified.

Employees shall receive their regular rate of pay for all hours worked from the Employer and shall receive the appropriate top up from either sick leave, LTD, or WCB, whichever is applicable.

An employee participating in a graduated return to work will be deemed to be continuing the same period of illness or disability and a graduated return to work will not renew the employee's sick leave entitlement pursuant to Article 25.01. However, employees who have not exhausted their sick bank shall be entitled to whatever sick leave remains.

## **ARTICLE 26: MEDICAL, EXTENDED HEALTH, DENTAL AND GROUP LIFE/AD&D COVERAGE**

- 26.01** The Employer shall pay one hundred percent (100%) of the premium cost of medical coverage for employees and their dependents under the Medical Services Plan of British Columbia, or any other plan mutually acceptable to the Union and the Employer. "Dependent" shall include same sex and common law spouse.
- 26.02** The Employer shall pay one hundred percent (100%) of the premium costs of extended health coverage for employees and their dependents under the Pacific Blue Cross plan, or any other plan mutually acceptable to the Union and the Employer. The extended health care plan shall contain the following minimum features:
- An eyeglass and contact lens option providing five hundred dollars (\$500) every two (2) years, effective January 1, 2012.
  - Clinical Psychologist, Massage Therapist, Acupuncturist, Chiropractor, Naturopath, Podiatrist, Physiotherapist and Speech

Language Pathologist option providing up to five hundred dollars (\$500) annual coverage.

- No deductible.
- Blue Net card.
- One hundred percent (100%) co-insurance.
- Reimbursement for expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four year period.
- No Pharmacare tie-in.
- \$500,000 coverage every two (2) years.

**26.03** The Employer shall pay one hundred percent (100%) of the premium costs required to provide employees with dental coverage. The plan shall cover one hundred percent (100%) of the cost of plan "A", eighty percent (80%) of the cost of plan "B", and seventy-five percent (75%) of the cost of plan "C" to a lifetime maximum payment of two thousand five hundred dollars (\$2,500) per patient. The plan shall cover all employees and their dependents under the Pacific Blue Cross plan or any other plan mutually acceptable to the Union and the Employer.

**26.04** The Employer shall pay one hundred percent (100%) of the premium costs required to provide each employee with one hundred thousand dollars (\$100,000) group life insurance and standard twenty-four (24) hour accidental death and dismemberment insurance. In the event an employee does not, under the terms of the insurance policy, qualify for this amount of insurance, the Employer's liability shall be limited to the minimum amount of life insurance guaranteed under the life insurance policy.

**26.05** The Employee is responsible for any costs not covered by the plans.

**26.06** If possible, employees may purchase optional group life insurance for themselves and/or for their spouses. The Union agrees that the Employer shall not incur any costs at any time as a result of employees exercising this option.

**26.07** Employees with five (5) or more years of employment who retire at or beyond age sixty (60) shall continue to be insured if possible at the Employer's expense under the medical, extended health, and dental plans. Employees who meet the above qualifications shall also be insured, if possible, for ten thousand dollars (\$10,000) under the group life insurance plan, the cost of

which shall be borne by the Employer. The provisions of this Article shall not apply to former employees who subsequent to their retirement with the British Columbia Nurses' Union become employed elsewhere.

This provision is impacted and funded by the Memorandum of Agreement between CEP 444 and BCNU on page 58 and 59 of the Collective Agreement.

- 26.08** In the event that an employee dies and that employee has dependents covered under any or all of the Medical, Extended Health and Dental plans, coverage for dependents shall be continued for a maximum of three (3) months. The Employer will bear the cost of this coverage.

### **ARTICLE 27: TRAVEL AND ACCIDENT INSURANCE**

- 27.01** The Employer shall provide all employees under this Agreement with travel and accident insurance equivalent to the Seaboard Life Insurance Company Policy, Number 119-4524.
- 27.02** The Union shall be notified in advance of any proposed significant amendments to the above referenced policy. The Employer further agrees to meet with the Union and discuss the proposed amendments prior to implementation.
- 27.03** Copies of current or future insurance policies as described in this Article shall be made available to all employees.

### **ARTICLE 28: EMPLOYMENT INSURANCE**

In the event the Employer qualifies for a premium reduction as provided for in the *Employment Insurance Act*, the employee's share of any rebate shall be paid directly to the employees by the Employer.

### **ARTICLE 29: WORKERS' COMPENSATION**

- 29.01** All employees shall be covered by the provisions of the *Workers' Compensation Act*.
- 29.02** During the first six (6) months of a compensable injury an employee shall continue to receive full salary and benefits provided the employee turns over to the Employer any monies paid to the employee by the Workers' Compensation Board.

- 29.03** The Employer also recognizes a responsibility to employees who incur compensable injuries of greater than six (6) months duration. The extent of the Employer's financial responsibility in these circumstances shall be determined between the Union and the Employer after a review of the possible sources of income available to the employee.
- 29.04** Employees shall not have their employment terminated during the period that they qualify for Workers' Compensation benefits.

### **ARTICLE 30: PENSIONS**

All employees meeting the eligibility requirements of the pension plan provided for under the *Pension (Municipal) Act* shall, as a condition of employment, become enrolled in the pension plan.

### **ARTICLE 31: SEVERANCE PAY**

- 31.01** Employees who retire or terminate after completing five (5) years of service with the Employer shall be entitled to a severance payment equal to one (1) week's salary for each year of service with the Employer to a maximum of twenty-six (26) weeks' salary. The provisions of this Article shall not apply to employees dismissed for just cause.
- 31.02** Years of service with the RNABC Labour Relations Division shall, for the purposes of Article 31.01, be considered as years of service with the Employer.
- 31.03** Employees who qualify for a severance payment shall receive severance pay on a prorated basis for incomplete years of service. The calculation of severance pay for an in-completed year of service shall equal one-twelfth (1/12) of one (1) week's pay for each month in which an employee received pay.
- 31.04** Eligible employees who die in service shall have paid to their estate the amount of severance earned at the time of death.

### **ARTICLE 32: AUTOMOBILE TRANSPORTATION**

The purpose of revision to this Article is to establish and maintain a practical and fair working provision that provides automobile expense reimbursement that encompasses recognition of employee safety, environmental factors (including fuel efficiency) and a competitive compensation structure.

**32.01** All full-time employees covered by this Collective Agreement shall have the option of:

- a) the use of their own vehicles and a monthly car allowance of five hundred and fifty dollars (\$550.00). This allowance is to cover the costs of all repairs, routine maintenance, insurance, deductibles, tires, cleaning and detailing for the vehicle. No other maintenance expenses will be reimbursed by the Employer, or
- b) a leased car. If an employee selects this option then:
  - i) the type of automobile and options shall be determined by mutual agreement of the Employer and the Union, taking into account the nature of the duties of the employee involved, and
  - ii) the employee shall be unable to select another option under Article 32.01 before the lease on the car expires, except as mutually agreed with the Employer;
  - iii) they shall be required to pay back to the Employer the amount by which the monthly lease plus insurance costs exceed five hundred and fifty dollars (\$550.00) per month.

**32.02** Employees selecting option 32.01 shall have gasoline purchased for the vehicle normally driven to work paid for by the Employer providing:

- a) vehicles are for the primary use of the BCNU employee
- b) employees shall purchase fuel at the lowest octane level recommended for the employee's vehicle.
- c) the employee utilizes any fuel credit card program provided by the Employer.

**32.03** a) The Employer will pay for fuel purchased on the following leaves:

- (i) paid education leave;
- (ii) maternity leave;
- (iii) court leave.

b) The Employer will not pay for fuel when the employee is on other leaves including, but not limited to the following:

- i) while the employee is on unpaid leave of absence;
- ii) while the employee is on unpaid education leave;
- iii) while the employee is on a vacation and/or lieu time;
- iv) while the employee is on sick leave period of four (4) or more continuous work days in one (1) work week (Monday to Friday period);

v) while the employee is on marriage leave.

- 32.04** Regular part-time or temporary employees who occasionally must use their own cars on the Employer's business shall receive an allowance of fifty cents (\$0.50) a kilometre and have the option of renting cars at the Employer's expense for out-of-town business trips.
- 32.05** For long term absenteeism from the work force, an individual assessment regarding monthly car allowance shall be made, excluding employees on LTD who are not entitled to this provision.
- 32.06** The Employer shall provide each employee under this Agreement with a reserved parking space.
- 32.07** The parties agree to meet on a regular and ongoing basis to review the provisions of this article, in accordance with the preamble.

### **ARTICLE 33: EXPENSES**

- 33.01** Expense account policies adopted by the Employer (other than meal allowances) shall apply to all employees but in no case shall an employee be required to bear any reasonable expense while engaged in the business of the Employer. The Employer will reimburse additional child care expenses incurred by employees who are required to work outside BCNU's normal hours of operation pursuant to Article 5. The claim and reimbursement will be made in accordance with BCNU policy.
- 33.02** Notwithstanding Article 33.01, employees whose duties require them to work in the Lower Mainland outside the Employer's regular office hours shall receive appropriate reimbursements for meals.
- 33.03** Employees shall be entitled to the following maximum meal allowance(s) to cover the cost of meal(s) purchased while on Employer business:
- |            |         |
|------------|---------|
| Breakfast: | \$12.00 |
| Lunch:     | \$15.00 |
| Dinner:    | \$26.00 |
- 33.04** Should the meal allowance(s) for the members of the British Columbia Nurses' Union be revised upwards such revision shall apply to all employees covered by this Collective Agreement.
- 33.05** Each employee covered by this Agreement shall be paid a business allowance of five hundred dollars (\$500) per year, such payment to be made in two (2)



instalments of two hundred and fifty dollars (\$250) to be paid on January 1 and July 1 of each year.

#### **ARTICLE 34: COMPASSIONATE LEAVE**

Compassionate leave of absence with pay shall be granted at the discretion of the Executive Director or designate at the employee's request.

#### **ARTICLE 35: COURT LEAVE**

- 35.01** The Employer shall grant leave to any regular employee who is required to serve as a juror or to attend by subpoena or summons, as a witness in any court action, legal proceeding, or before any committee or body authorized to compel attendance, provided such leave is not occasioned by the employee's private affairs.
- 35.02** A regular employee shall not suffer loss of salary or benefits while in attendance as outlined above.
- 35.03** A regular employee in receipt of her/his regular earnings shall remit to the Employer all monies paid to her/him by the court except travelling and meal allowances not reimbursed by the Employer.

#### **ARTICLE 36: EDUCATIONAL LEAVE**

- 36.01** Employees may be granted leave of absence with full pay, or at any mutually acceptable salary, to attend courses, seminars or other educational programs that the Employer and the Union agree are beneficial to the Employer and the employee involved.
- 36.02** Miscellaneous expenses and tuition fees shall be paid by the Employer or as mutually agreed by the Employer and the employee.
- 36.03** The procedure for employees for such leaves will be as set out in the Letter of Understanding of March 12, 2003.

#### **ARTICLE 37: MARRIAGE LEAVE**

Employees covered by this Agreement shall be granted marriage leave of five (5) consecutive working days with pay. An employee's entitlement to this leave is limited to one (1) marriage while an employee of the BCNU. Prior to the

granting of marriage leave employees shall be required to submit their request for such leave in writing.

## **ARTICLE 38: MATERNITY AND ADOPTION LEAVE**

- 38.01** A pregnant or adopting employee shall be entitled to up to one (1) year's unpaid leave, during which seniority shall continue to accrue.
- 38.02** An employee shall make every effort to give thirty (30) calendar days' notice prior to the commencement of her maternity leave, and at least thirty (30) calendar days' notice of her intention to return to work prior to the termination of the leave of absence.
- 38.03** During the first thirty-two (32) weeks of maternity or adoption leave the Employer shall continue to make payment to all benefit plans, including the pension plan, in the same manner as if the employee was not absent. For the remainder of the leave, the Employer shall continue to make these payments provided the employee agrees to reimburse the Employer for these costs.
- 38.04** Upon conclusion of maternity or adoption leave of up to thirty-two (32) weeks duration an employee shall be reinstated to her/his former job. Should the employee elect to take a leave of greater than thirty-two (32) weeks duration she/he shall, whenever possible, be reinstated to her/his former job and where this is not possible she/he shall be reinstated in a position of equal rank and salary.
- 38.05** Wherever possible, following the first thirty (30) weeks of maternity or adoption leave the employee shall notify the Employer of her/his intent to take additional leave together with an estimated date of return to work.
- 38.06** Upon presentation of a medical certificate stating her inability to perform the job duties a pregnant employee shall be entitled to claim benefits from the Illness and Disability Plan.
- 38.07** **SEB Plan**

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

1. The objective of the plan is to supplement Employment Insurance benefits received by eligible female employees who are on approved maternity leave pursuant to Article 38.
2. All regular employees employed by the Employer are covered by the Plan.

3. The benefit level for eligible employees under the Plan is as follows:
  - (a) Maternity Leave allowance will provide two (2) weeks of the employee's normal weekly earnings at 85%.
  - (b) Fifteen (15) additional weekly payments equivalent to the difference between the Employment Insurance gross benefits and any other earnings received by the employee and 85% of the employee's normal weekly earnings.
  - (c) Benefits under this Plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
  - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize sick leave instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health related condition, and that she is unable to attend work to perform her duties.

The employee shall not be prohibited from utilizing sick leave prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.

5. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
  - (a) not be in receipt of sick leave benefits;
  - (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of Employment Insurance benefits; and
  - (c) an employee who is not eligible for or is dis-entitled to employment benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
    - i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks);  
or

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

## **ARTICLE 39: PARENTAL LEAVE**

### **39.01 Natural Father**

On four (4) week's notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to twelve (12) weeks parental leave without pay.

**Benefits:**

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.

### **39.02 Parental Leave Beyond Twelve (12) Weeks - Special Circumstances**

If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (Special Circumstances) of seventeen (17) weeks.

**Benefits:**

For weeks thirteen (13) through seventeen (17) 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.

### **39.03 Parental Leave - Adoptive Parent**

In the event both adoptive parents are employees of the Employer, any adopting parent who did not apply for adoption leave under Article 38 may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to twelve (12) weeks parental leave without pay.

**Benefits:**

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.

### **39.04 Parental Leave Beyond Twelve (12) Weeks**

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave (Special Circumstances) of seventeen (17) weeks.

Benefits:

For weeks thirteen (13) through seventeen (17) 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.

## **ARTICLE 40: PAID HOLIDAYS**

**40.01** Employees under this Agreement shall receive the following holidays off with pay:

- |                     |  |
|---------------------|--|
| (a) New Year's Day  | (b) Good Friday  |
| (c) Easter Monday   | (d) Victoria Day<br>(Queen's Birthday)   |
| (e) Canada Day      | (f) British Columbia Day   |
| (g) Labour Day      | (h) Thanksgiving Day   |
| (i) Remembrance Day | (j) Christmas Day  |
| (k) Boxing Day      | (l) Any other days that may be<br>proclaimed holidays by the<br>federal, provincial or municipal<br>governments. |

**40.02** When a paid holiday falls in an employee's vacation period, she/he shall be given an additional paid day off.

**40.03** When a paid holiday falls on a Saturday or Sunday, the Employer's office shall be closed on the next working day or days.

## **ARTICLE 41: PATERNITY LEAVE**

Every employee shall be granted five (5) consecutive working days paternity leave with pay. Paternity leave shall commence within fourteen (14) calendar days of the birth or adoption of the employee's child. It shall be the responsibility of the employee to notify the Employer as far in advance as possible when he intends to commence such leave.

## **ARTICLE 42: SPECIAL LEAVE**

**42.01** The Employer may grant special leave of absence without pay to any employee requesting such leave. Requests for special leave shall be in writing. Requests will not be unreasonably withheld.

**42.02** Where approval is withheld, the employee shall be given an explanation as to why her/his request was denied.

### **42.03 Full-Time Union or Public Duties**

The Employer shall grant, on written request and with at least fourteen (14) calendar days notice, leave of absence without pay:

- (a) for a maximum of ninety (90) days for employees to seek election in a Municipal, Provincial or Federal election.
- (b) for a maximum period of one (1) term for employees elected to Provincial or Federal office.
- (c) for employees elected or appointed to office in the CEP. Such appointments will not occur more frequently than once per year per employee.
- (d) where an employee has been elected to a seat on a Municipal Council, and the meetings of that body are held during the employee's normal working hours.

## **ARTICLE 43: VACATIONS**

**43.01** Employees covered by this Agreement shall receive the following vacations with pay:

- 20 days after 1 years service
- 25 days after 5 years service
- 30 days after 10 years service
- 35 days after 20 years service
- 40 days after 25 years service

**43.02** Calculation of vacation entitlement shall be based on the calendar year effective January 1, 2001. Employees may use vacation banks, convert banked overtime or use lieu time to offset any negative vacation accrual balance in the year 2001, or they may elect to have their year 2001 negative balance deducted when they leave employment with the BCNU.

**43.03** Employees who have completed their probation periods may take any earned vacation entitlements or draw on anticipated entitlements to be earned in that vacation year. Employees who terminate, having drawn on anticipated but unearned vacation entitlements, shall repay the Employer for any unearned entitlements that are taken.

### **43.04 Vacation Scheduling**

- (a) Employees will, by February 1st of each year, indicate to the Executive Director or designate when they desire their current vacation entitlement to occur. As well employees may also indicate when they desire to take any carry over vacation time. Vacation requests for January 1 to February 28 will be submitted by October 1 of the preceding year.
- (b) The Employer will review the requests in relation to the needs of the operation and confirm the requests which are acceptable by February 28th and October 31st respectively. Such confirmation or rejection will be in writing to the employee and copied to their co-ordinator. Any scheduling conflicts related to the time of choice will be resolved by seniority within the team. Where a request is not acceptable the employee may reschedule their vacation within that year or may carry over their entitlement into the next year pursuant to (e) below.
- (c) Once posted the schedule will be observed unless operational requirements or personal situations occur which necessitates a change. Any changes must have management approval.



- (d) In the case where operational requirements result in a cancellation, the employee will be provided a choice of rescheduling the vacation during that year or carrying such vacation time over to the next year.
  - (e) The maximum vacation time which may be carried over from one year to the next is twenty (20) days. (See Letter of Understanding)
- 43.05**
- (a) Subject to the Employer's approval, employees may take any portion of their earned vacation prior to their termination provided they have given notice of termination in advance. Any unused vacation shall be paid out at termination.
  - (b) The provisions of (a) above are subject to the provisions of Article 20: Resignation.

#### **ARTICLE 44: PERSONNEL FILE**

- 44.01** An employee shall be entitled, upon reasonable notice, access to her/his own personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- 44.02** Any employee who disputes any censure, discipline or adverse report may have recourse through the grievance procedure. When disputes are resolved in favour of the employee, at the request of the employee, the Employer shall remove from the file all references to the censure, discipline or adverse report.
- 44.03** Upon the employee's request any censure, discipline or adverse report placed on their personnel file shall be removed and destroyed in the presence of the employee after eighteen (18) months from the date it was issued provided no discipline has occurred.
- 44.04** Notwithstanding the above, no inference regarding discipline shall be made from an action or inaction by either the employee or the Employer.

#### **ARTICLE 45: UNIONIZED PRODUCTS AND SERVICES**

Whenever possible in the course of their duties, employees under this Agreement shall endeavour to purchase and use products and services made or offered by Unionized organizations.

## **ARTICLE 46: BULLETIN BOARDS**

The Employer shall provide a bulletin board in a central location for the exclusive purpose of displaying material describing educational programs being offered which may be of interest to members of the Union.

## **ARTICLE 47: NURSE REGISTRATION**

The Employer acknowledges that employees under the Agreement are not employed by virtue of their status as a nurse and that they shall not be required to obtain nurse registration from the Registered Nurses' Association of B.C.

## **ARTICLE 48: HEALTH AND SAFETY**

**48.01** The Employer and the Union shall comply with all applicable provincial and municipal health and safety legislation and regulations. It is recognized that all standards established under the legislation and regulations constitute minimum acceptable practices to be improved upon by mutual agreement.

**48.02** The parties agree that it is their desire to promote a safe and healthy environment and shall cooperate by providing information and take steps to provide protection from factors adverse to employees' health and safety.

**48.03** Safety Officer Stipend

The Safety Officer shall be paid a stipend of \$5.00 per day.

## **ARTICLE 49: EXEMPT AND SAVE HARMLESS**

The Employer shall insure to exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer and assume all costs, legal fees and other expenses arising from any such action.

## **ARTICLE 50: TERM OF AGREEMENT AND AMENDMENTS**

This Collective Agreement shall remain in force from January 1, 2011 through December 31, 2015, and thereafter until a new Agreement has been concluded.

## **ARTICLE 51: WAGE SCHEDULES AND PAY GRADES/JOB CLASSIFICATIONS**

### **51.01 Wage Schedules**

<b><i>Date</i></b>	<b><i>Pay Grade</i></b>	<b><i>1</i></b>	<b><i>2</i></b>	<b><i>3</i></b>
January 1, 2011	5	6,706.58	6,974.88	7,385.73
	6	7,385.73	7,514.56	7,781.39
	7	7,781.39	8,052.74	8,318.03
January 1, 2012	5	6,840.71	7,114.38	7,533.44
	6	7,533.44	7,664.86	7,937.02
	7	7,937.02	8,213.80	8,484.39
January 1, 2013	5	6,977.52	7,256.66	7,684.11
	6	7,684.11	7,818.15	8,095.76
	7	8,095.76	8,378.07	8,654.08
January 1, 2014	5	7,117.08	7,401.80	7,837.80
	6	7,837.80	7,974.52	8,257.67
	7	8,257.67	8,545.64	8,827.16
January 1, 2015	5	7,259.42	7,549.83	7,994.55
	6	7,994.55	8,134.01	8,422.83
	7	8,422.83	8,716.55	9,003.70

### **51.02 Pay Grades/Job Classifications**

<u>Pay Grade/ Job Classification</u>	<u>Position</u>
Existing wage rate of the BCNU member	Steward Trainee
5	Assistant Controller Communications Officer Campaigns Officer Education Officer  Labour Relations Officer - Servicing Labour Relations Officer - OH&S Organizer Research Analyst
6	Job Classifications/Rotations Officer

**ARTICLE 52: CEP HUMANITY FUND**

The Employer and Union members shall each contribute one cent (\$0.01) per hour to the CEP Humanity Fund through payroll deduction.

See Letter of Intent dated August 13, 2003.

Signed on Behalf of the  
British Columbia Nurses' Union

Signed on Behalf of Communications,  
Energy & Paperworkers Union of Canada,  
Local 444

Gay Lane

McDadden

Wobden

P. L.

Stewart

Shirley Apperton

Debra L. H. Wiersma

W. S.

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Cheryl King

Leina St. James

Margena Machado

Alan F.

David

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Dated this 21<sup>st</sup> day of September, 2012.

## **MEMORANDUM OF AGREEMENT - WORKLOAD**

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### **Preamble:**

Due to circumstances where major negotiations with two successive job actions occurred at a time of organizational restructuring and; during that period there were long vacancies in the Director positions; both parties agree to establish a committee as set below for the purpose of investigating staff concerns regarding workload.

### **It is agreed that:**

- a) A joint Committee shall be established within ten (10) working days of the signing of this Agreement.
- b) Within a further twenty (20) working days the Committee shall meet to review workload issues.
- c) Should the Committee fail to reach a consensus recommendation then the services of a mutually agreeable facilitator shall be utilized to assist the parties to arrive at a consensus.
- d) If parties are unable to reach a consensus with the facilitator's assistance, then his written recommendations will be presented to Council for final determination.
- e) The time frames may be altered by mutual agreement.

### **Composition of Committee**

The Committee shall consist of six (6) members:

Three (3) from CEP; and  
Three (3) from BCNU Council

### **Cost of the Committee**

Appropriate costs will be born by the BCNU. Cost of facilitator to be shared 50/50.

## **TERMS OF REFERENCE - WORKLOAD**

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1. The purpose of the Committee is to review the current staff workload assignments.
2. To review methods for monitoring workload in the future.
3. To review current staff relief practices.
4. The Committee shall receive relevant input from the following (but not limited to):
  - Directors
  - Executive Director or designate
  - Committees of Council
  - CEP Representatives
5. To formulate recommendations on (1), (2) and (3) above to Council.

It is further agreed that this Memorandum of Agreement is made on a without prejudice basis, and in no way limits the BCNU Council's authority to determine the size of the workforce.

## **MEMORANDUM OF UNDERSTANDING - SPECIAL PROJECTS**

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The parties agree that special projects which require BCNU members and/or others to carry out, are a bona-fide part of BCNU's diverse Union activities.

These special projects, however, are not intended to undermine the integrity of the CEP bargaining unit nor to create a transfer of work from the CEP bargaining unit to BCNU members and/or others.

Examples of special projects may include but is not limited to:

- Developing an Education Program
- Organizing Stewards
- Korbin Commission
- Input and Policy Development
- Planning Room
- Royal Commission on Health Care Costs
- Strike Coordination
- Essential Services Manual
- Labour Adjustment



## LETTER OF UNDERSTANDING - ARTICLE 43.04 (e)

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### **43.04 Vacation Scheduling**

- (e) Employees who currently have more than twenty (20) days carryover will maintain such days. However, any vacation in 1993 and thereafter will be in compliance with Article 43.04 (e). These employees will be entitled to accumulate additional carryover days in accordance with that Article.

## **MEMORANDUM OF AGREEMENT - EMPLOYEE AND FAMILY ASSISTANCE PLAN**

The Employer will provide for an Employee and Family Assistance Plan. Currently the provider of such services is Interlock Employee and Family Assistance Society.

Funding of the Employee and Family Assistance Plan will be the Employer's responsibility.

Administration of the Plan will be overseen by a committee comprised of equal representation by the Employer and the Union.

Should a change in the provider of services be desired by either party, then the committee will meet to review the matter. The final decision regarding the group that will provide these services rests with the Employer.

Information will be distributed or bulletined to inform employees of available services.

The Plan will provide for full confidentiality for employees and their family members desiring to use such services.

## **LETTER OF UNDERSTANDING - DEFERRED SALARY LEAVE PLAN**

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Within three (3) months of ratification of this agreement, the Employer will establish a trust account and appropriate administrative procedures to begin processing DSLP applications.

The Plan will incorporate the following principles:

- The Plan will meet all legal and legislative requirements;
- Employee must comply with all requirements of any plans impacted on by such a leave (i.e. pension);
- It will be the Employer's responsibility to administer the plan;
- Application for this Plan will be voluntary on the part of the employee;
- In order to make application for consideration, the employee must have regular full-time status and have completed a minimum of three (3) years continuous service;
- The maximum number of employees that may be off for the purpose of this type of leave is one (1) from the contract servicing group and one (1) from all other classifications when combined; a second employee from the contract servicing group may take leave subject to operational requirements at the time of the leave.
- Prior to any deductions occurring or specific leave being granted there must be individual approval by the Employer;
- Applications will be accepted in September for the first year of the Plan (2003) and in January each year thereafter;
- In the case where more than one (1) employee from a particular group requests the same period of time off, then seniority will be the determining factor;
- The period for deduction of funds will be four (4) years and the percentage of deduction of wages allowed per annum will be one-fifth (20%);
- A leave under this Plan will be one (1) year;
- The employee will have the option to continue health and welfare benefits provided that the employee pays the full cost of all premiums (both employee and Employer) and such payment is to be made prior to the leave occurring;

- Vacation accrual will not occur for the period of the leave;
- Lieu time credits will not occur for the period of the leave;
- Car allowance provisions will not occur for the period of the leave;
- Business allowance provisions will not occur for the period of the leave;
- The employee will return to same or equivalent job they held prior to the leave;
- Prior to an employee going on such leave, they must indicate any vacancies that they would like to be considered for during the time they are on leave;
- There will be no pyramiding of leave provisions.

## **LETTER OF UNDERSTANDING - PART TIME POSITIONS**

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Beginning in September 2003, BCNU will consider requests for part-time work from pay grade 5 employees in the Education, OH&S and Classifications Departments, BCNU will make every effort to implement the requests which are received.

Staff applying for part-time positions must have worked in the department and be job ready prior to applying for part-time work. In addition, part-time assignments must be arranged so that two part-time workers can share the same office.

Part-time employees will have pro-rated vacation, lieu, statutory holidays and sick time, as well as pro-rated business allowance and severance pay. Vacation, lieu and sick time will not accrue on pro-rated statutory holidays. They will receive full health and welfare benefits and the current mileage for all business miles.

## LETTER OF UNDERSTANDING - ARTICLE 36

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### **36.01 Educational Leave**

The parties agree that Employees authorized by the Employer to take self selected courses on the weekend, may take equivalent days off which will be mutually agreed upon between the Employer and Employee. These days cannot be banked or paid out.

This letter of understanding is not retroactive and comes into effect as at the date of signing.

Dated: March 12, 2003

## **LETTER OF UNDERSTANDING - COPE ASSISTANCE**

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The parties agree that effective utilization of COPE affiliated staff can reduce CEP affiliated staff workloads without removing key components of CEP affiliated staff work.

As an immediate beginning to this initiative, the parties agree that an COPE position will be created to review new nursing rotations and determine if they meet the Provincial Collective Agreement or another BCNU members' contract.

The COPE affiliated staff member will forward any rotation which needs to be disputed with a health care employer to the appropriate LRO for resolution.

## LETTER OF INTENT

It is agreed by both parties of this Agreement that members of CEP Local 444 will contribute one cent (\$0.01) per hour worked to the CEP Humanity Fund. BCNU will match this contribution dollar-for-dollar.

These contributions will be based on regular hours worked by unionized members of Local 444.

It is agreed that these contributions shall be submitted to the Executive Secretary of the CEP Humanity Fund, on a timely basis as agreed upon by the Coordinator of Finance and the CEP National.

It is also agreed that by February 28<sup>th</sup> of the following year, CEP will provide BCNU with a registered charitable tax receipt for their contributions, as well as Audited Financial Statements for the Fund, for the previous tax year.

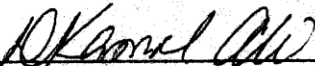
An employee who does not wish to contribute to the CEP Humanity Fund may indicate this in writing to the President of CEP Local 444 with a copy to the Coordinator of Finance. This written notification must be made within 30 days of the signing of this agreement or in the case of a new employee, within the first 30 days of employment.

This Letter of Intent and its described agreement shall continue for the duration of this Collective Agreement and shall be contingent on the CEP Humanity Fund remaining a registered charitable organization.

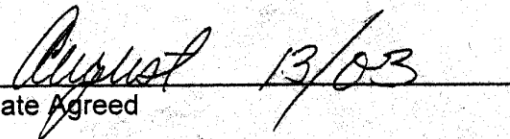
CEP 444 will provide BCNU with updates regarding the Humanity Fund.



Gayle Dutiel, Director of Labour Relations, BCNU



Debbie Kamal Ali, Steward, CEP/444



Date Agreed

DKA\*-opeiu15: July 29, 2003  
File: Letter of Intent - Humanity Fund.wpd



## LETTER OF AGREEMENT – BENEFIT COST

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During the negotiations for a new collective agreement between the parties, the BCNU raised a very serious concern in relationship to the increasing cost of benefits for employees and retirees.

CEP 444 identified some opportunities for possible efficiencies in purchasing and administering benefits. BCNU agreed to work on this aspect of the problem. Savings for this initiative will be shared between the parties.

The parties have agreed to construct a union/management committee to explore all possibilities to resolve the issue concerning the rising cost of benefits, including CEP's suggestion.

The group shall meet within 60 days of ratification of the new agreement as the parties would prefer to find possible solutions, so that the issue does not develop into an issue of dispute in the next round of negotiations.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CEP 444 AND BCNU**

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**Preamble:**

During the negotiations, the parties were apart on the cost of a new agreement. The previous BCNU/CEP collective agreement included a 5 year term with a salary increase of 3% yearly, a \$3,150.00 signing bonus and a shortening of the contract by 3 months such that the collective agreement term was 57 months.

In the interest of concluding the collective agreement, and in the interest of securing ongoing funding for increasing the LTD maximum, LTD indexing and retirement benefits, the parties agree to:

- 1) Yearly wage increases on January 1 of each year, 1.15%, 2%, 2%, 2% and 2% on a five year collective agreement. (January 1, 2011 – December 31, 2015).
- 2) The following benefit increases shall be provided to current and future employees:
  - a) Clinical Psychologist, Massage Therapist, Acupuncturist, Chiropractor, Naturopath, Podiatrist, Physiotherapist, Speech Language Pathologist, yearly maximums shall be increased to \$500.00 each per year.
  - b) Eye glass and contact lens coverage shall be increased to \$500.00 every two (2) years effective January 1, 2012.
- 3) The benefits that the employer has agreed to increase to existing employees under Article 26.02 above shall be granted to present and future retirees. The LTD benefit shall be increased from \$5,000 - \$6,000 monthly benefit calculation for present and future employees, and employees currently on LTD. There shall also be a yearly 1% (one percent) indexing in the calculation of the yearly payment for the above employees.
- 4) The three benefit increases: LTD \$5,000 - \$6,000, indexing 1% LTD, and benefit improvements for retirees, will be funded on the basis of a reduction to the first year wage increase from 2% to 1.15%. The parties agree that the BCNU will have no liability on these 3 benefit cost issues. The money generated from the above reductions shall be directed to a separate account and the fund will be reviewed on a semi-annual basis by the parties.
- 5) If the cost of increasing the LTD monthly maximum, LTD indexing and/or retiree benefits are less than the result of the above reduction in wages, the credit will be applied to continue the increased LTD monthly maximum, LTD indexing and increased retiree benefits until further review by the parties yearly and at the end of the subsequent collective agreement, or as otherwise determined by CEP for contract improvements.

- 6) If the cost of increasing the LTD monthly maximum, LTD indexing and/or increase to retiree benefits exceeds the amount of money derived from the reduction above, yearly, and at the end of this collective agreement, CEP 444 will determine to either decrease the retiree benefits or fund the deficit by whatever means they deem appropriate.
- 7) BCNU and CEP agree to resolve the outstanding grievance between the parties on Retiree Spousal benefits at Arbitration as soon as possible and will make every effort to do so before March 30, 2011.
- 8) If the outcome of the arbitration is in the Employer's favour, there will be no coverage for retiree spouses.
- 9) If the outcome is in CEP 444's favour, CEP 444 agrees to fund the increase to the spouse's benefits in the same manner as the increase to retiree benefits.
- 10) See benefit cost letter of agreement.
- 11) All other matters previously agreed by the parties remain agreed. All other proposals shall be considered withdrawn on a without prejudice basis to either party,
- 12) The negotiating parties agree to recommend this agreement to their respective constituents for ratification.

## LETTER OF UNDERSTANDING – COORDINATORS

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During the BCNU/CEP negotiations, CEP raised their concerns that higher classified jobs in the bargaining unit may be under consideration by the Employer, with the intent to delete positions while creating out of scope positions.

The Employer raised two concerns. First, the Coordinators who guide the work of others may find the task of directly supervising bargaining unit employees a difficult task as the employees are covered by the same collective agreement and are in the same union local. Secondly, the Employer raised concerns that the clause 11.03 in the collective agreement lacked Employer flexibility.

We expect to include the following responsibilities in the Coordinators' job description:

- Delegate other work as needed to meet departmental and organizational priorities
- Ongoing provision of leadership and guidance to staff department and team
- Participate in recruitment and selection of department staff
- Establish individual performance goals with each staff member on a yearly basis and monitor on a regular and ongoing basis (i.e. monthly)
- Develop individual staff work plans based on organizational and departmental priorities
- Have input into the development of learning plans with each individual staff member and monitor and evaluate performance based on work plans and learning on a regular basis
- Provide regular ongoing feedback on staff performance

The intent of these changes is to increase the accountability of the Coordinators in managing their daily work. Also, the Employer will offer the Coordinators training to ensure they can perform these responsibilities. BCNU and CEP will meet bi-yearly to discuss the content of this letter in relationship to the operation.

Starting January 1<sup>st</sup>, 2011, the BCNU will commit that Coordinator positions will not be replaced by out-of-scope positions. This commitment is valid until December 31<sup>st</sup>, 2015.