

MEMORANDUM OF SETTLEMENT

2nd Community Living British Columbia Collective Agreement

Between

Community Living British Columbia (CLBC)

And

The Union of Psychiatric Nurses

And

The British Columbia Nurses' Union

1.03 Misuse of Managerial/Supervisory Authority (and MOU9)

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

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

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

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

Procedures

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

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

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

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

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

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

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

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

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

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

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

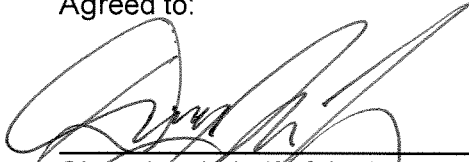
~~The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.~~

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

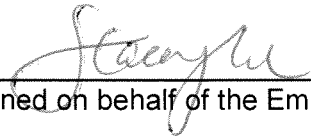
(f) ~~Disciplinary action taken by the Employer which is consistent with the findings of the arbitrator recommendations of the majority of the Panel shall not form the basis of a grievance.~~

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

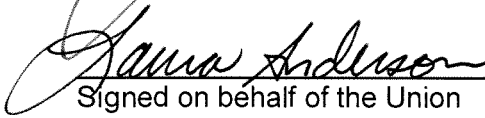
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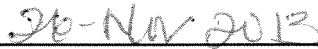
Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



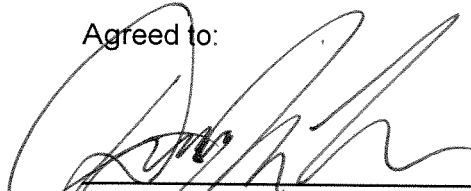
Date

1.07 Respectful Workplace (NEW)

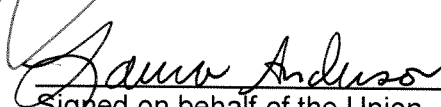
The Employer is committed to promoting a work environment for all people in Community Living British Columbia. ~~in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients conduct themselves in a civil, respectful and cooperative manner.~~

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and users of the mental health care system regarding expectations and consequences of inappropriate behaviour and violence.

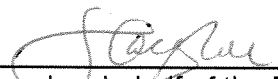
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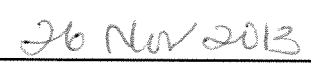
Signed on behalf of the Union



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Signed on behalf of the Employer

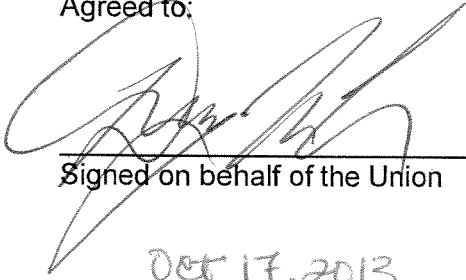


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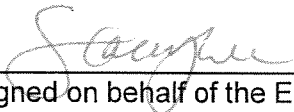
3.02 Membership in Professional Bodies

As a condition of continued employment, it is the responsibility of the employee to obtain and maintain membership in those licensing bodies or associations as are necessary to maintain professional standing as a Nurse. Regular full-time employees who have completed their initial probationary period will be entitled to reimbursement of their annual licensing fee to a maximum of ~~\$200~~ **\$250**, prorated for regular part-time employees upon application and presentation of a receipt.


Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013
Date

Laura Anderson
BCNU

HOSPITAL SERVICES NURSES COMPONENT

5.01 Overtime Meal Allowance

(a) An employee who is required to work a minimum of two and one-half consecutive hours overtime before or after, but joined to their scheduled hours of work, shall be provided with a meal or shall be reimbursed in the amount of


\$15.0030 effective ~~March 29, 2009~~ **April 1, 2012**

A meal break of one-half hour with pay at the straight time rates shall be provided.

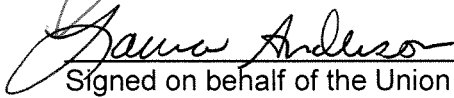
Agreed to:




Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

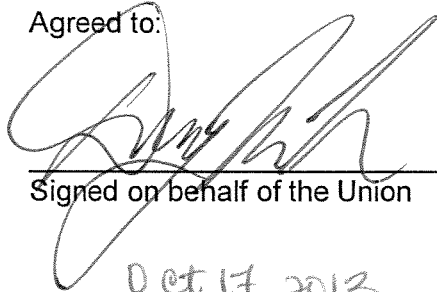


Date


12.07 Appeal Procedure

(d) The CEO, or a person designated by the CEO, who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered. **The CEO will reply within thirty (30) days.**

Agreed to:




Signed on behalf of the Union



Signed on behalf of the Employer

Date

Oct 17, 2013

Lana Anderson
BCNU

1.03 15.08 Rotation Between ~~Wards and Areas~~ Teams

(a) Employees can normally expect (and will be expected) to remain on the same ward team or area for approximately 18 months. ~~Ward staff members will be expected to rotate through all types of wards. No ward staff shall be permitted to remain on a ward team if by doing so they restrict the rotation of others.~~

(b) Ward Staff assigned as in (a) above may request a move at any time after three months after assignment to a given ward team if the request is supported by sound reasons. Before such a request is refused, it shall be referred to the appropriate excluded manager. At the end of 18 months or more on a given ward team, the employee requesting transfer to another wardteam or another type of ward may be transferred at the next shift change, but in any case not more than 60 days following the request. Any application issues arising from this Clause shall be referred to the Local Standing Joint Committee.

~~(c) Supervisors after 18 months in the area, and with 60 days' notice, may request assignment to other areas, and such requests shall be granted wherever possible.~~

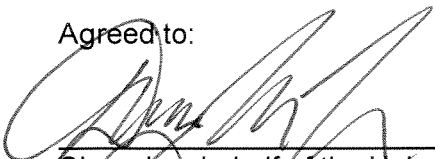
~~(d)~~ (c) Requests made pursuant to (b) and ~~(c)~~ above shall not be unreasonably denied.


(e) (d) Temporary reassignment to cover vacation, illness, and similar absence of employees shall be on a compulsory basis of rotating the employees involved, although timely volunteering will be considered.

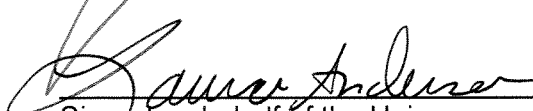
~~(d) Save for the closing of a hospital, clinic or other facility, no employee shall be transferred or sent relieving without their consent to a ward or area in another hospital.~~

(g) (e) The Employer shall notify an employee at least 14 calendar days in advance of any move to another ward team or area except in the case of temporary assignment made necessary by operational requirements, in which case as much reasonable notice as possible will be provided.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union

26 Nov 2013
Date

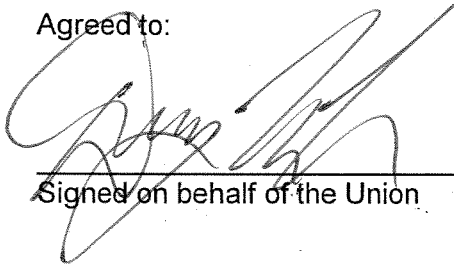
17.01 Designated Paid Holidays

The following have been designated as paid holidays:


- | | |
|---------------------------------------------|--------------------------------------|
| New Year's Day | British Columbia B.C. Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday Victoria | Christmas Day |
| Day | |
| Canada Day | Boxing Day |

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


Agreed to:



 Signed on behalf of the Union



 Signed on behalf of the Employer

Oct 17, 2013
 Date

 BCNU

Article 18 – ANNUAL VACATION

Letter

December __, 20102

~~Sherry Moller~~ **Dan Murphy**
President

Dear ~~Ms. Moller~~ **Mr. Murphy**

Re: Vacation Entitlement/WCB

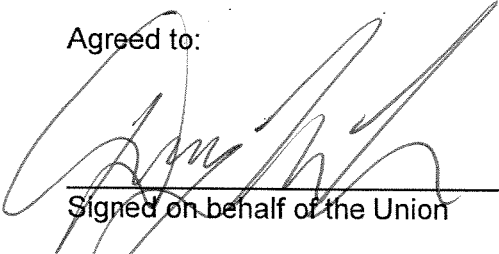
Further to our discussion, this will confirm our agreement that leave with pay pursuant to Appendix 2, Clause **Section** 1.01(d)(WCB leave), is accepted at straight-time rates for purposes of applying Clause 18.01(e)(1) for the term of the 14th Master Agreement.

Thank you for your attention to this matter.

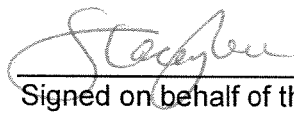
Yours truly

Doug Woollard
Interim CEO


Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

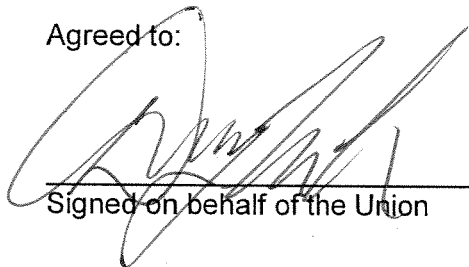
Oct 17, 2013
Date

Laura Andersson
BCNU

18.01 Entitlement


(c) (1) An employee who commences initial employment and who completes six months' service prior to the completion of the calendar year in which such service commenced would be entitled, subject to the scheduling of vacation, to take any earned vacation period prior to January 31st of the following year and the provisions of Clause 18.01(a)(2) and (b) do not apply. ~~Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days vacation leave into their first vacation year.~~

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013

Date


BCNU

18.02 Scheduling of Vacation

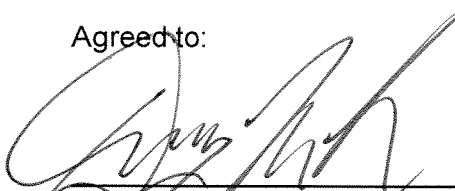
- (a) Employees can take annual vacation during the entire calendar year. Unless stated otherwise in a Component Agreement, the following procedure will apply. Employees may submit their requests for vacations any time prior to October 1st of the current calendar year, the date when the formal notice for vacation requests for the following calendar year is posted. All employee requests for vacation selection shall be completed by November 30th.

In order to facilitate the employee's ability to select appropriate time off for vacation, the Employer will allow a minimum of two (2) nurses off at any given time during the year.


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

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

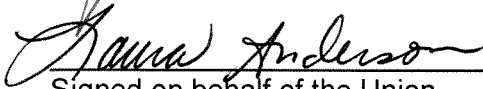
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

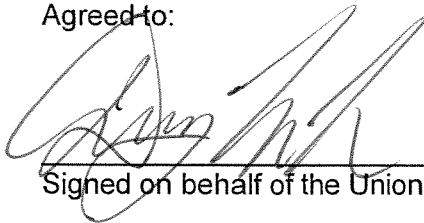


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20.01 Bereavement Leave

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

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer

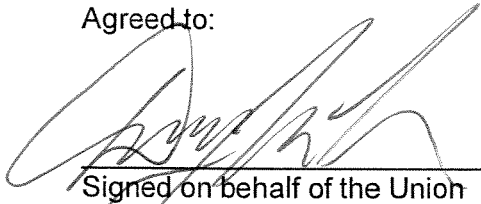
Oct 17, 2013
Date


Laura Anderson
BCNU

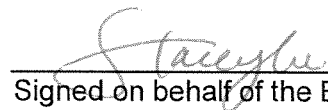
20.12 Family Illness

An employee is entitled, after notifying their supervisor, to a maximum of two consecutive days at any one time to care for an ill member of the immediate family. The Employer reserves the right at any time to call for a report by a physician. **For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.**

Agreed to:




Signed on behalf of the Union



Signed on behalf of the Employer

Oct. 17, 2013

Date

BCNU

20.13 Leave for Medical and Dental Care

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

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

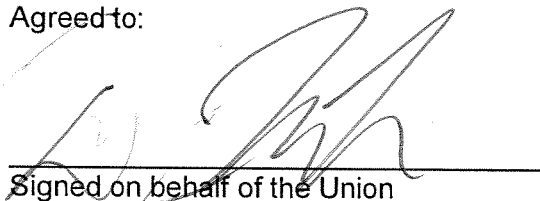
(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions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

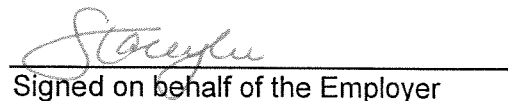
(d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

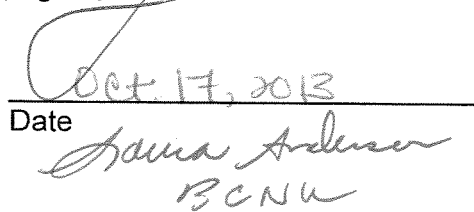
(e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the ~~\$350 (\$450 effective April 1, 2007; \$500 effective April 1, 2008)~~ reimbursement, once per calendar year.

(f) For the purposes of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependant on the employee due to mental or physical impairment.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer

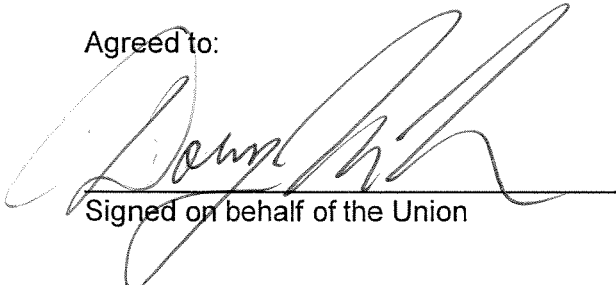

Date
Oct 17, 2013
Diana Anderson
BCNU

20.14 Special Leave

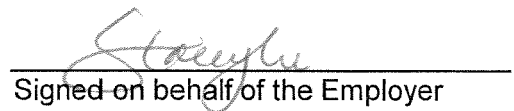
(a) An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013
Date



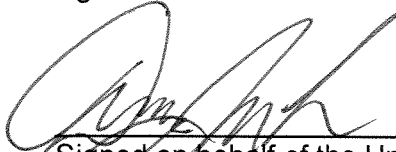
Shama Anderson
BCNU

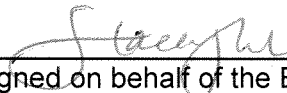
22.05 Occupational Health and Safety Committees

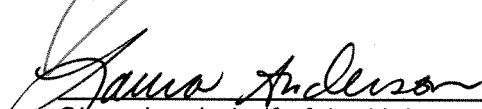
(a) The Employer and the Union agree to establish an Occupational Health and Safety Committees (OH&S) for the Provincial Assessment Centre (PAC). ~~Where employees are employed in the community, the parties will jointly determine how best to establish an OH&S Committee to represent their interests.~~ The composition will be determined locally through management and stewards. When such committees are formed, they may encompass the employees of more than one bargaining unit. These committees will meet at least monthly, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the OH&S Committees shall be sent to the Union and the Employer.

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

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union

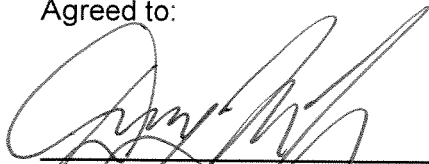
26 Nov 2013
Date

22.09 Provincial Joint Occupational Health and Safety Committee

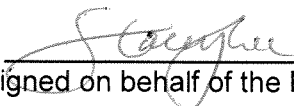
There shall be established a Joint Committee composed of up to three representatives of the Employer, up to three representatives of the BC Government and Employees Union and up to three representatives of the Public Service Nurses Bargaining Association. **Each party may have support staff present at the table for consultation if necessary.** Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Committee's responsibilities will be:

- (a) To review reports on matters referred by Occupational Health and Safety Committee or by Community Living British Columbia (CLBC) Joint Committees and make recommendations to the bargaining principals regarding occupational health and safety matters;
- (b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members; and
- (c) To jointly develop a new or approve an existing training package on risk assessment of violence in the workplace.
- (d) To review and recommend Violence Prevention Programs in accordance with the terms of Appendix 8 – Addressing Workplace Violence.**

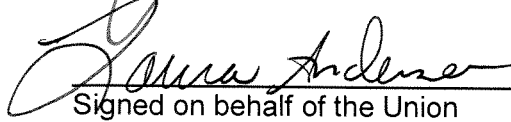
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



Date

22.12 Prevention of Violence In The Workplace

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

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

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

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

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

(3) policies and procedures for the reporting and investigation of incidents and corrective action in accordance with OH&S Regulation Section 2 and 3 and Division 10 of the *Workers' Compensation Act*.

(c) Subject to statutory limitation, employees shall be informed concerning the potential for violence from a client, a person in care or custody, or another member of the public, where such a person is known to have a history of violence.

(d) Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate measures to protect employees shall be implemented.

(e) When an employee has suffered as a result of violence, if a UPN member, the Local President or designate or head steward of the UPN, or if a BCNU member, the chief steward or designate of the BCNU, and the appropriate Union, shall be notified as soon as is reasonably possible.

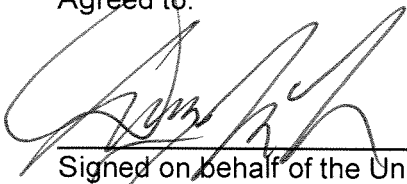
(f) The Employer shall designate an appropriate senior representative responsible for the development and support of crisis response teams for employees impacted by workplace violence. Critical incident stress defusing shall be immediately provided to employees who have suffered a work-related, traumatic incident. Immediate critical incident stress debriefing and post-traumatic counseling appropriate support shall be made

available for **all** employees who have suffered as a result of **the** violence. **Appropriate resources will be made available as soon as possible following the incident.** Leave required to attend such **defusing, debriefing or counseling support** sessions will be without loss of pay. The steward referred to in (e) and the Union office will be notified by the Employer where an employee is referred for such debriefing or **counseling support**.

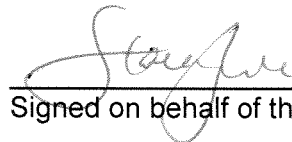
(g) (NEW) An employee performing visitation to clients in the community shall have the right to request support where they are concerned about a potential violent situation. Appropriate communication equipment will be provided to nurses for visitations.

(h) (NEW) Should a patient with a history of violence towards staff be placed on a unit or, should a patient develop a history of violence towards staff while on a unit, the Employer will be required to take all reasonable steps to eliminate, reduce or minimize the risk of violence.

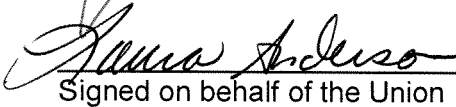
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

2013 Nov 26

Date

26.03 Requests for Time Off Procedures

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

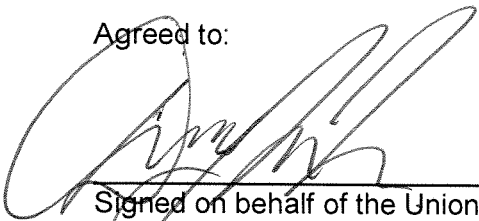
(b) The policy in (a) above will set reasonable timeframes for when employees can apply for time off and the Employer will grant requests in a timely manner.

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

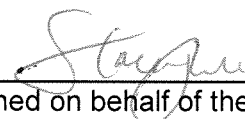
(d) Requests for time off will be granted on a first come first serve basis. However, should more than one employee on a unit submit a request for the same days off, and the request forms are submitted on the same day, the most senior employee will be given preference.

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

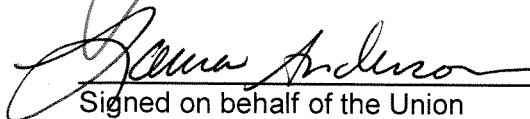
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

26 Nov 2013

Date

ARTICLE 27 – PAYMENT OF SALARIES AND ALLOWANCES

27.01 Salaries

- a) The salaries shall be in accordance with those rates negotiated by the parties and recorded in Appendix 6 of this Agreement.

- b) Former employees who were employed on the effective date of a salary or allowance increase shall receive full retroactivity upon written request to their payroll office.

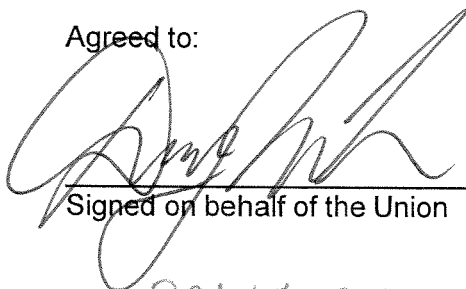
- c) (1) Effective 12:01 a.m., January 1, 2013, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent; and

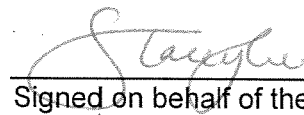
(2) Effective 12:01 a.m., June 1, 2013, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent; and


(3) Effective 12:01 a.m., January 1, 2014, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent; and

(4) Effective 12:01 a.m., October 15, 2014, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent.

Agreed to:


Signed on behalf of the Union

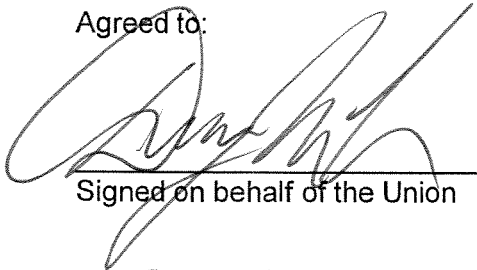

Signed on behalf of the Employer

Oct. 17, 2013
Date

Dana Anderson
BCNU


27.03 Increment Dates

(b) The increment date for a part-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period after the completion of ~~1750 regular working hours (effective January 1, 2003—2625 hours)~~ **2614.5 hours** after their date of appointment or date they received their previous increment. Regular working hours are defined as non-overtime hours.


Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

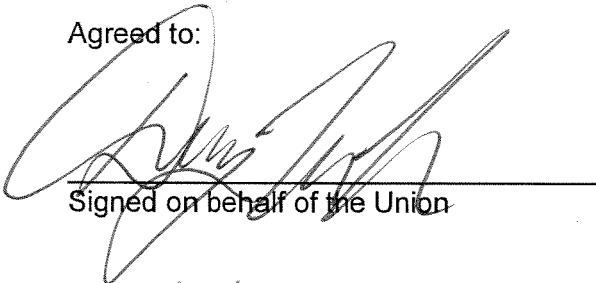
Oct 17, 2013
Date

Laura Anderson
BCNU

27.10 Vehicle Allowance

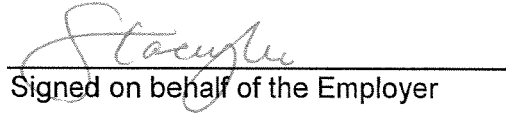
(a) Vehicle allowances for all distances travelled on government business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover the distance to and from the employee's place of residence up to a total maximum of 32 kilometers, only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

- ~~50¢ per km effective March 29, 2009.~~
- 51¢ per km effective January 1, 2013.**
- 52¢ per km effective April 1, 2013.**

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013
Date

Laura Anderson
BCNU

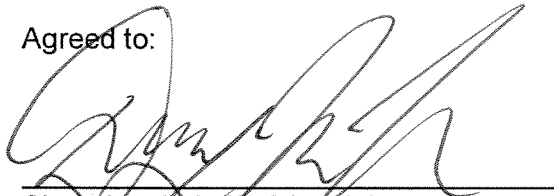
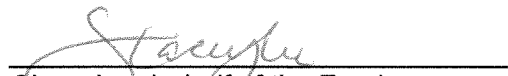
27.11 Meal Allowance

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

Meal Allowance shall be:

| Meal | Effective Mar. 29/09 | Effective Apr. 1/12 |
|-----------|-------------------------|------------------------|
| Breakfast | \$11.50 | \$11.75 |
| Lunch | \$13.25 | \$13.50 |
| Dinner | \$22.25 | \$22.75 |

Agreed to:


Signed on behalf of the Union
Signed on behalf of the Employer

Date

Oct 17, 2013

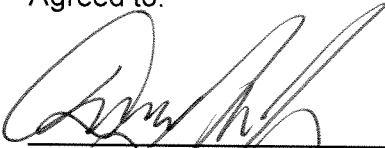
BCNU

ARTICLE 27 – PAYMENT OF SALARIES AND ALLOWANCES


27.13 Accommodation, Board and Lodging Allowance

- (c) Employees on travel status who stay in non-commercial lodging shall be entitled to claim ~~\$30.00~~ **\$36.50** per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

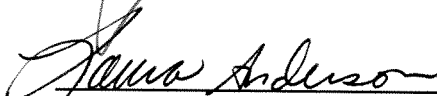
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union


Nov 26, 2013

Date

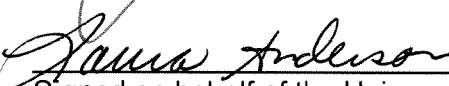
ARTICLE 27 – PAYMENT OF SALARIES AND ALLOWANCES

27.16 Pre-retirement Leave – Delete Clause not applicable (no nurses with sick banks)


Agreed to:



Signed on behalf of the Union



Signed on behalf of the Union



Signed on behalf of the Employer

Nov 26 2013

Date

29.07 Health and Welfare

(a) Auxiliary employees shall receive compensation of

~~64¢~~ effective ~~March 29, 2009~~
67¢ **effective January 1, 2013**
70¢ **effective April 1, 2013**

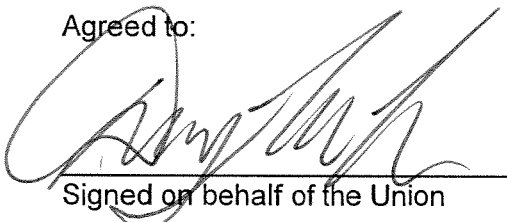
per working hour to a maximum of

~~\$44.80~~ effective ~~March 29, 2009~~
\$46.90 **effective January 1, 2013**
\$49.00 **effective April 1, 2013**


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

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

Agreed to:




 Signed on behalf of the Union



 Signed on behalf of the Employer

Oct 17, 2013

 Date

 Laura Anderson
 BCNU

31.01 Expiration of Agreement

This Agreement covers the period from and including ~~January~~ **April 1, 2011 2012** to and including midnight, ~~March 31, 2012~~ **2014**. All terms and conditions of this Agreement shall remain in full force and effect after ~~March 31, 2012~~ **2014** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

31.02 Notice To Bargain

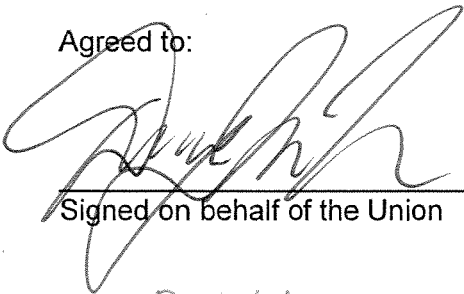
(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2012~~ **2014**, but in any event not later than midnight January 31, ~~2012~~ **2014**.

(b) Where no notice is given by either party prior to January 31, ~~2012~~ **2014**, both parties shall be deemed to have been given notice under this section on January 31, ~~2012~~ **2014**, and thereupon Clause 31.03 of this Article applies.

31.05 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing. The date of signing of the Community Living British Columbia (CLBC) Agreement is _____, **2013**.


Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013
Date

Dana Anderson
BCNU

APPENDIX II

SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY PLAN

Part II Long Term Disability Plan

2.01 Eligibility

(a)

(1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

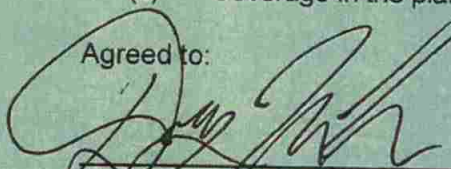
***Employees must submit their LTD Plan application within four weeks following the end of the STIP period. An employee who fails to submit their application for LTD benefits within four weeks of the end of the STIP period will be presumed to have abandoned their claim for LTD benefits. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.**

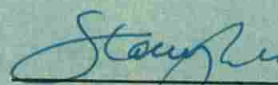
(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 29.10.

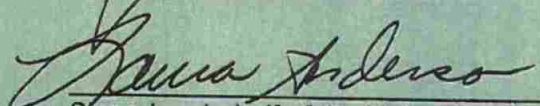
(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

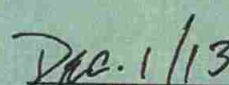
(c) Coverage in the plan is a condition of employment.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union


Date

APPENDIX 18 (NEW)**ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE**

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

Violence Prevention Program

The Employer will establish a joint violence prevention program or review their existing program where one is in place that will include:

- (i) Creation of a provincial violence prevention sub-committee to develop control measures and provide guidelines to local OH&S Committees and to compile an annual provincial report of violence prevention activities to the local OH&S Committees;
- (ii) Annual risk assessments coordinated by the local OH&S Committees and reported to the provincial violence prevention subcommittee;
- (iii) Development of a workplace violence database that would provide detail into the scope and nature of violence in the workplace;
- (iv) Ongoing employee education and training.

Each worksite shall annually perform a risk assessment of all factors which may put an employee at risk of workplace violence including assault and homicide. The local OH&S Committee will be consulted in this process and a Union representative or their designate will be involved in the assessment. Such factors shall include, but not be limited to:

- Working in public settings;
- Guarding or maintaining property or possessions;
- Working in high-crime areas;
- Working late night or early morning hours;
- Working alone or in small numbers;
- Working in sites with uncontrolled public access;
- Working in public areas where people are in crisis;
- Working in areas where a patient or resident may exhibit violent behaviour;
- Working in areas with known security problems; and
- Working with a staffing pattern insufficient to address foreseeable risk factors.

Based on the findings of the risk assessment, the provincial violence prevention sub-committee shall develop and implement a program to minimize the danger of workplace violence to employees, which shall include appropriate training and a system for the ongoing reporting and monitoring of incidents and situations involving violence or the risk of violence.

Employee training shall include education regarding reports to the appropriate public safety official(s), body(s) or agency(s) and the process necessary for the filing of criminal charges, in addition to all employer policies. The employer program shall be described in a written violence prevention plan which shall be made available to all employees as well as the Union. The plan shall include:

- A list of the factors which may endanger and are present with respect to each employee;
- A description of the methods that the Employer will use to alleviate hazards associated with each factor including, but not limited to, employee training and any appropriate changes in job design, staffing, security, equipment or facilities; and

- A description of the reporting and monitoring system.

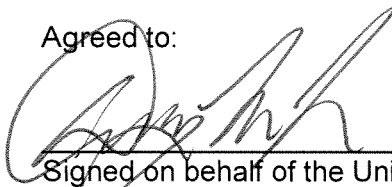
Each Employer shall designate a senior manager responsible for the development and support of an in-house crisis response team for employee-victims of workplace violence. Said team shall implement an assaulted staff action program that includes, but is not limited to, group crisis interventions, individual crisis counseling, staff victims' support groups, employee victims' family crisis intervention, peer-help and professional referrals.


Towards a Respectful Workplace

~~The Employer is committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients conduct themselves in a civil, respectful and cooperative manner.~~

~~The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and users of the mental health care system regarding expectations and consequences of inappropriate behaviour and violence.~~

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union


Date

INFORMATION APPENDIX E

DELETE

1.2 DEFERRED SALARY LEAVE PROGRAM

CLBC offers a Deferred Salary Leave Program.

The Deferred Salary Leave Program (DSLPL) allows employees to defer between 10 to 33 1/3% of their gross salary to finance a future leave of absence.

The program has a minimum leave period of 6 consecutive full calendar months and a maximum of 12 consecutive full calendar months. Federal income tax regulations require the deferral period be completed within a six year time frame. The leave must commence immediately following the end of the deferral period.

The portion of your salary that you choose to contribute to your trust account is deducted through payroll from your bi-weekly salary and deposited with Group Retirement Services. During your leave of absence, you access the funds you contributed to your trust account during the deferral period.

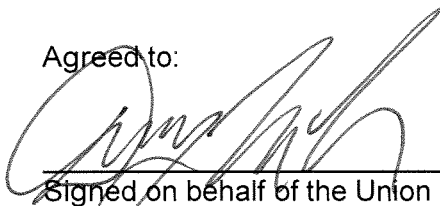
Employees can pursue any activity or interest while on leave as long as they comply with the Standards of Conduct Policy. The DSLPL cannot serve as an early retirement package.

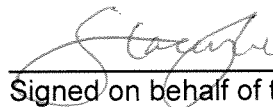
To participate, you must:

- Have two years of continuous service as a regular employee.
- Have approval from your manager.
- Return to your job for at least the same amount of time as your leave.

Detailed information can be accessed on myHR.

Agreed to:


Signed on behalf of the Union


Signed on behalf of the Employer


Signed on behalf of the Union

26 Nov 2013
Date

ARTICLE 1 - MEMORANDUM OF UNDERSTANDING #8**1.1 NURSING ADVOCACY COMMITTEE****A. Committee Structure**

At the request of either party, the parties will form a joint committee of a minimum of three **one representative(s) from both the Employer and three from the Union.**

The Union representatives attending at committee meetings will be granted Union leave without loss of basic pay.

Meetings of the committee shall be held at the call of either party within 21 calendar days of such call.

Members of the committee shall have access to any Community Living British Columbia (CLBC) policy and procedure manuals as required to undertake its mandate.

Part B of this Memorandum is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master Agreement.

B. Committee Mandate and Responsibilities

The mandate of the committee is to ensure that direct caregiver input is an integral element of the Employer's policy development and response to the changing demands in health care delivery.

The committee will be charged with specific responsibility for the following areas:

Professional Responsibility

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

- nursing practice conditions
- safety of patients
- workload

The committee will oversee the reporting infrastructure outlined below, which is a vehicle for employees to raise concerns in respect of the above.

Hospital Component

(i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.

(ii) Within 14 calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.

(iii) Within 14 calendar days after receipt of the written concern pursuant to (ii) above, should the matter remain unresolved, the employee shall refer it to the local standing joint committee. If it is determined by the local committee to be worksite specific, local initiatives shall be implemented, where possible, to resolve the matter.

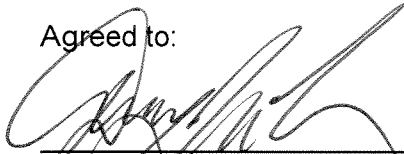
(iv) If the concern is not resolved or if it is determined to have broader implications, the local standing joint committee shall refer the matter to the Nursing Advocacy Committee formed under this Memorandum.

(v) The Nursing Advocacy Committee shall review the matter and, if required, make recommendations to the CEO or Director, Provincial Assessment Centre (PAC), as the case may be, as to options available for resolution.


(vi) Within 30 calendar days after receipt of the committee's recommendations, the CEO or Director, Provincial Assessment Centre (PAC) as the case may be, shall advise the employee in writing of their decision with copies to the Nursing Advocacy Committee, the responsible excluded manager, the employee's immediate supervisor, and the local standing joint committee. ~~(Hospital Component)~~

The Nursing Advocacy Committee may make specific recommendations to the bargaining principals which relate to improving the processes outlined in this Memorandum and any other recommendations it may consider necessary to promote and maintain safe patient/resident/client care, safe nursing practice and the safety of patients and nurses.

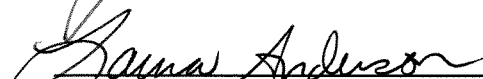
Agreed to:



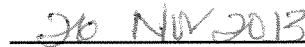
Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



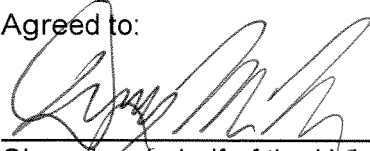
Date

MEMORANDUM OF UNDERSTANDING #11

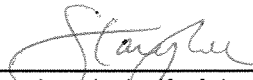
TRANSITION COMMITTEE

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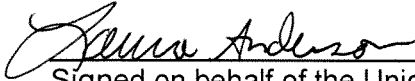
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

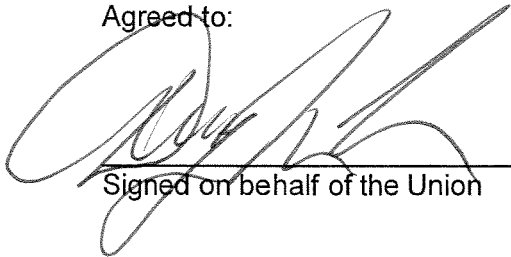
26 NOV 2013

Date


**MEMORANDUM OF UNDERSTANDING #13
RE: RECRUITMENT AND RETENTION INCENTIVE ADJUSTMENT**

Renew for life of new contract.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013
Date


BCNU

**MEMORANDUM OF UNDERSTANDING #14 (NEW)
REVIEW OF WORKPLACE SAFETY TRAINING AND GUIDANCE**

The Parties recognize that they share an interest in providing new mental health employees with workplace violence safety related training and guidance.

In this regard, representatives for the Employer and the Unions shall meet during the term of this Agreement to review existing resources which apply to workplace violence. Existing resources may include but shall not be limited to the following:

- (i) educational workshops including the Worksafe BC rules and regulations, health and safety, relevant conflict resolution, problem solving and others;
- (ii) available training to limit potential injuries in the workplace due to workplace violence;
- (iii) the identification of current and future training needs and options related to the prevention of workplace violence;
- (vi) relevant e-learning and audio/visual presentations;

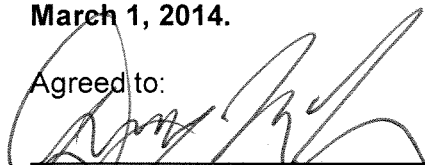
Regarding a mentorship program, the Parties will select a Committee to explore the viability of a mentorship program. The task of the Committee will include, but not be limited to:

- Recommending appropriate Policies and Procedures for mentor recruitment, such as screening, orientation and training, matching, match activities, ongoing support, recognition and match closure.
- Reviewing and recommending appropriate organizational support needs for a successful mentor program, such as identifying resources available or needed, advisory groups, and the management and sharing of information.
- Recommending a plan for evaluating the impact and outcomes for mentees, mentors, patients and the employers.

Notwithstanding any recommendations arising from the foregoing MOU, the Employers', Unions' and Employees' statutory responsibility for workplace safety will be adhered to. Consistent with these requirements, the Committee may make interim recommendations to local OH&S and/or the PJOSH.

The committee will provide the bargaining principles with recommendations no later than March 1, 2014.

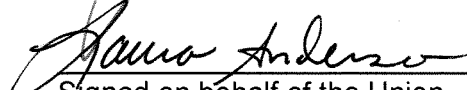
Agreed to:



 Signed on behalf of the Union



 Signed on behalf of the Employer



 Signed on behalf of the Union

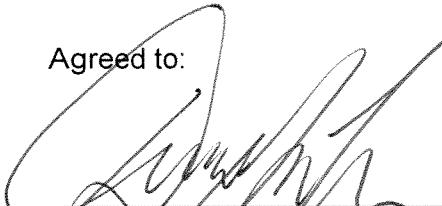
26 Nov 2013

 Date

**MEMORANDUM OF UNDERSTANDING #14
RE: NEW GRADUATES: MENTORSHIP PROGRAM**

Delete

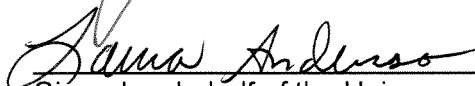
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union



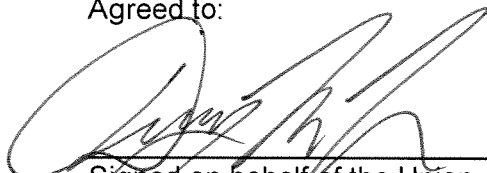
Date

MEMORANDUM OF UNDERSTANDING #__ (NEW)
BASELINE STAFFING INFORMATION


The Employer will provide the Union with copies of the baseline staffing levels, the regular FTEs and total auxiliary hours for all units/wards/programs by December 31, 2013. This data shall also be provided on an annual basis thereafter.

If the Union has questions or concerns regarding the baseline staffing levels, the Employer will agree to discuss the Union's concerns.

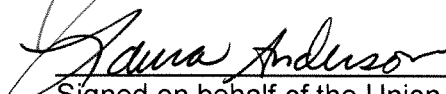
Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer



Signed on behalf of the Union

26 Nov 2013

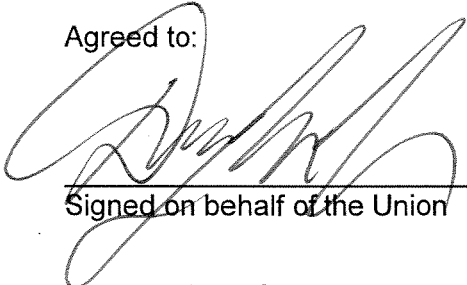
Date

LETTER OF AGREEMENT


RE: Letter of Understanding pertaining to the 2012 – 2014 Community Living British Columbia Collective Agreement

The Parties agree that the final *wage increase agreed to in bargaining for the Community Living British Columbia Agreement will take effect on October 15, 2014 notwithstanding the expiry of the collective agreement being March 31, 2014. This commitment is enforceable by the Union under the grievance and arbitration provisions of the collective agreement, despite its expiry.*

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Oct 17, 2013

Date



LETTER

December __, 2012

Dan Murphy
President

Dear Mr. Murphy:

Re: Archived Vacation

The Community Living British Columbia Collective Agreement allows for the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is "archived" and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2011 vacation year.

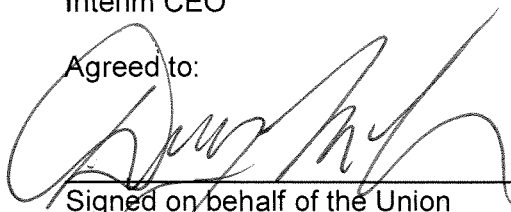
Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in November 2013.
- Each employee will be presented with their respective balance and will be able to opt for a full payout of an archived vacation.
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2013.

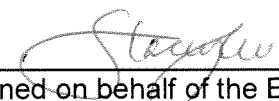
Yours truly,

Doug Woollard
Interim CEO

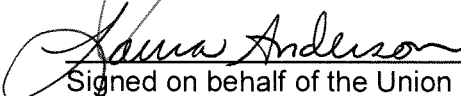
Agreed to:



 Signed on behalf of the Union



 Signed on behalf of the Employer



 Signed on behalf of the Union



 Date