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## ARTICLE 1 - PREAMBLE

### 1.01 Purpose of Agreement

- (a) Subject to the provisions of the Master Agreement entered into between the Employer and the Union the purpose of this Agreement is to set out those terms and conditions of employment applicable only to employees included in the Community Services Nurses Component defined in Appendix 1(a) of the Master Agreement.
- (b) This Agreement is subsidiary to and deemed part of the said Master Agreement.
- (c) The provisions of the Master Agreement shall have the same force and effect in this Agreement as if they were included herein.
- (d) The parties to this Agreement believe that the provisions thereof encourage the continuing development of an excellent standard of health services to the public.
- (e) The salaries for employees covered by this Agreement as negotiated by the parties to the Master Agreement are recorded in Appendix 6 of the Master Agreement.

### 1.02 Terminology

- (a) All terms used in this Agreement shall have the same meaning as defined in the Master Agreement unless otherwise specified in either Agreement.
- (b) Whenever the term "Component Agreement" is used it shall be deemed synonymous to the term subsidiary agreement as used in the *Public Service Labour Relations Act*.

## ARTICLE 2 - INVALID ARTICLES

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

## **ARTICLE 3 - UNION-MANAGEMENT COMPONENT COMMITTEE**

### **3.01 Establishment**

The Union and the Employer recognize the initial value of ongoing joint discussions and consultation in matters pertaining to working conditions, employment services and labour-management relations.

The Union-Management Component Committee shall be established to represent each unit specified in Appendix 1(a) of the Master Agreement consisting of equal numbers of employees nominated by the Union and Employer representatives with a minimum of two and a maximum of four from each party. The Committee may use additional persons for technical information or advice. The Committee may establish sub-committee or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

### **3.02 Meeting of Committee**

The Committee should meet not less than four times each year or at the call of either party at the time and a place fixed by mutual agreement. However, such meetings must be held not later than 30 days after their request has been given. Employees shall not suffer loss of basic pay for time spent on the Committee.

### **3.03 Chairperson of Meeting**

An Employer representative and an employee nominated by the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **3.04 Responsibilities of Committee**

The Committee shall deal with any matter relevant to the Community Component referred to the Committee by the bargaining principals. Notwithstanding the generality of the above, the Committee may:

- (a) conduct studies and make recommendations on matters giving rise to grievances and misunderstandings;
- (b) receive complaints with regards to, and make recommendations on matters of safe working conditions;

(c) deal with any other matters affecting the Community Services Nurses Component employees;

(d) the Committee shall not have jurisdiction over salaries or any matter of collective bargaining, including the administration of this Agreement, unless otherwise agreed by the bargaining principals.

## **ARTICLE 4 - HOURS OF WORK AND WORK WEEK**

### **4.01 Hours of Work and Work Week**

(a) Recognizing the particular and unique needs of clients dealing with government-community based health care services and that the provision of such services cannot always be predicted accurately in advance; the parties agree that work schedules for employees engaged in such activities will be scheduled on a flexible basis in the interest of patient care and/or efficiency.

(b) The scheduled hours of work for nurses within this component shall be flexible to a maximum of 140 hours within a four-week period. The Employer will identify each four-week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.

#### Scheduling Parameters

(1) It is intended that the base schedule to which flexibility is to be applied shall be a seven-hour work day.

(2) In planning the proposed schedule, the seven-hour work day may be altered by mutual agreement if it is in the interest of patient care and/or efficiency or to complete work due to exceptional circumstances. Such a schedule will ensure the work day does not exceed 10 hours per day excluding travel.

The planning may also include the identification of possible day(s) or partial day(s) off. These day(s) are scheduled in anticipation of the employee working sufficient flexible time in excess of the base seven-hour schedule. It is understood that such day(s) off or partial day(s) will in fact be earned.

- (3) Once posted the proposed daily schedule of hours can also be altered by mutual agreement if it is in the interest of patient care and/or efficiency or to complete work due to exceptional circumstances. Such scheduling will ensure the work day does not exceed 10 hours per day excluding travel.
- (4) The employee shall keep an accurate record of actual hours worked which will be submitted to their supervisor.
- (5) The Employer shall make every effort to notify an employee of any anticipated changes to the length of the work day.
- (6) The minimum scheduled hours for regular part-time employees shall be as outlined in Clause 29.01.
- (7) Employees will not be required to work split shifts without their consent.
- (8) To ensure adequate services for the Public and still maximize the number of employees with weekends scheduled off and evenings scheduled off, it may be necessary to schedule, by mutual agreement at the local level, six consecutive days.
- (9) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four-week period, it is agreed that no premium or penalty contemplated in Article 15 or 16 of the Master Agreement shall apply where it results from an employee exercising their right to flexible work arrangements pursuant to this Article.
- (10) If mutual agreement cannot be achieved pursuant to (2), (3) and (8) above, the regular full-time employee will work seven consecutive hours each day exclusive of meal and rest periods between 8:00 a.m. and 12 midnight, five days a week. The regular part-time employee will be scheduled up to seven hours per day.

#### **4.02 Overtime**

(a) Authorized work performed in excess of 140 hours in a designated four-week period shall be compensated at the rate of time and one-half of the employee's regular rate of pay. The overtime compensation may be taken in cash or time off pursuant to Article 26 of the Master Agreement.

(b) It is understood that every reasonable effort will be made to schedule earned time off within the proposed schedule. Notwithstanding (a) above, in the event that an employee is unable to do so, it will be carried over to the next four-week period where it shall be scheduled off at a mutually agreeable time.

#### **4.03 Home Nursing Care Services**

Deleted date of signing of Tenth Master Agreement.

*Should the Employer in the future, employ employees in the former Home Nursing Care Services jurisdictional unit, Clause 4.03 of the Ninth Community Services Nurses Component Agreement shall apply to such employees.*

#### **4.04 Hours of Work Committee**

(a) The Union and the Employer recognize the value of ongoing joint discussions pertaining to hours of work issues. The Committee shall consist of equal numbers nominated by the Union and the Employer with a minimum of two and a maximum of four from each party.

(b) The Committee shall meet at the call of either party at the time and place fixed by mutual agreement. However, such meetings must be held no later than 30 days after a request has been given.

(c) The Committee shall deal with any matter relevant to the administration of the Community Component Article 4 referred to the Committee by either party to this Agreement. The terms of reference of the Committee are to:

(1) determine whether the current provisions properly and adequately meet patient care interests and as well provide for employee personal interests;

(2) make recommendations to the bargaining principals on matters requiring clarification of the hours of work provisions. This may result in issuing documents of clarification to the field on matters causing misunderstanding.

(3) receive complaints with regard to, and make recommendations on matters pertaining to Hours of Work.

## **ARTICLE 5 - BURNABY PSYCHIATRIC SERVICES, IN-PATIENT UNIT**

Deleted date of signing of Tenth Master Agreement.

*Should the Employer employ employees of Burnaby Psychiatric Services, In-Patient Unit in the future, it is proposed that such employees be covered by the hours of work provisions contained in the Hospital Services Nurses Component.*

## **ARTICLE 6 - TIME OFF FOR MEALS**

All employees covered by this Agreement shall receive not less than 30 minutes and not more than one hour meal time, scheduled at approximately the mid-point in the work day.

## **ARTICLE 7 - OVERTIME**

### **7.01 Application**

All time worked in excess of the daily or weekly work schedules, as defined in Articles 4 and 5 of this Agreement shall be compensated at applicable overtime rates in accordance with the Master Agreement.

### **7.02 Overtime Meal Break and Allowance**

Where an employee is required to commence overtime work within two hours of the end of a regular work day, they shall be deemed to have worked overtime continuously. In addition, they shall be given a meal break of not less than one-half hour and be provided with a meal or

\$15.00 .....effective March 29, 2009.



## **ARTICLE 8 - SCHEDULING OF VACATION**

- (a) (1) Employees can take annual vacation during the entire calendar year. Subject to operational requirements all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime-time vacation period.
- (2) For those employees who have more than four weeks vacation entitlement, the Employer shall make every reasonable effort, subject to operational requirements, to allow such employees to take their complete vacation entitlement during the prime-time vacation period if they so desire.
- (3) Employees may submit their requests for vacations anytime prior to February 1, the date when the formal notice for vacation requests for the current year is posted. All employee requests for vacation selection shall be completed by March 1.
- (4) All employees must have exercised their seniority rights by February 20th. An employee who does not exercise their seniority rights by February 20th shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.
- (5) The final date for posting the completed vacation schedule shall be April 1st of each year.
- (b) All sections of Clause 18.02 (b) (c) (d) and (e) of the Master Agreement will apply in the scheduling of vacation.

## **ARTICLE 9 - HYGIENE FACILITIES**

- (a) In the interest of public health and hygiene, washing facilities shall be provided in accordance with the Occupational Health and Safety Regulations.
- (b) Lockers which may be locked shall be provided wherever practicable for all employees, required to change their clothes.

## **ARTICLE 10 - MEAL ALLOWANCE**

Employees who are required to be away from their base facility on Employer's business shall receive a meal allowance when:

- (a) they are required to work the major part of the work day beyond a radius of 32 kilometers from the facility; or
- (b) at the time of the scheduled meal break they are more than 30 minutes travel time from their base facility; or
- (c) they are required in the performance of their official duties to purchase a meal.

## **ARTICLE 11 - FORENSIC ALLOWANCE**

Nurses employed in the following Correctional facilities shall be entitled to the forensic allowance as described in Clause 5.03(a)(3) of the Hospital Services Nurses Component Agreement:

Burnaby Youth Custody Services  
Prince George Youth Custody Services  
Victoria Youth Custody Services

NB: Article 11, formerly ADMINISTRATOR'S ALLOWANCE, deleted date of signing of Tenth Master Agreement.

## **ARTICLE 12 - USE OF PERSONAL VEHICLE ON EMPLOYER'S BUSINESS**

If a vehicle is not provided by the Employer, it is a condition of employment for certain community nurses to provide a personal vehicle for use on the Employer's business. Such nurses will be identified by the Employer.

## **ARTICLE 13 - TERM OF AGREEMENT**

### **\*13.01 Expiration of Agreement**

This Agreement covers the period from and including January 1, 2011 to and including midnight, **March 31, 2012**. All terms and conditions of this Agreement

shall remain in full force and effect after **March 31, 2012** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

**\*13.02 Notice to Bargain**

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

(b) Where no notice is given by either party prior to **January 31, 2012**, Clause 13.03 of this Article applies, as if notice has been given.

**13.03 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 13.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

**13.04 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**13.05 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect on the date of signing of the Master Agreement, except where otherwise specified.

**MEMORANDUM OF UNDERSTANDING #1  
NURSES OF THE MINISTRY OF  
CHILDREN AND FAMILY DEVELOPMENT**

Recognizing the unique nature of nursing services provided in correctional facilities, work schedules for nurses employed in such facilities may be developed by mutual agreement of the Employer and the employees at the local level subject to the approval of the bargaining principals. Shift schedules may be based on either a seven or seven and one-half hour day.

In the event that mutual agreement cannot be reached, employees shall continue to work shifts and rotations currently in effect.

**MEMORANDUM OF UNDERSTANDING #2  
RECRUITMENT/STAFFING PROCEDURES**

Deleted date of signing of Tenth Master Agreement.

**MEMORANDUM OF UNDERSTANDING #3  
COMMUNITY SERVICES NURSES COMPONENT  
HOURS OF WORK - ARTICLE 4**

Deleted date of signing of Tenth Master Agreement.

*Incorporate second paragraph of Community Services Nurses Component Memorandum of Understanding #3 into Community Services Nurses Component Clause 4.04.*