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On Feb 19, 2004
At 12:11 pm
Without Prejudice. E.&O.E.

Health Services and Support – Facilities Subsector 2004 Employer Proposals by Presentation Group

Please note that some proposals could be included in more than one category. The groupings and categories are used for convenience in presentation of the proposals.

More Affordable Collective Agreement

Article 4.03	Complaints Investigator
Article 20.02	Implementation of the 37.5 Hour Work Week
Article 27	Statutory Holidays
Article 28.01	Annual Vacation and Supplementary Vacation
Article 30	Special Leave
Article 31	Sick Leave Credits and Sick Leave Pay
Article 31.04	Workers' Compensation
Article 37	Health Care Occupational Health and Safety Agency
Article 38	Health Care Plans (Note: Includes Information Appendix #1 and #2)
Article 39	Long-Term Disability Insurance Plan
Article 40	Group Life Insurance
Article 48.03, 48.04	Effective Date of Monetary Adjustments
Article 48.07	Effective Date of Wages and Benefits
Article 49	Pay Equity
Addendum	Long-Term Disability Insurance Plans
Addendum	Casual Employees – Pay in Lieu of Statutory Holidays and Annual Vacation for Casual Employees
Addendum	Casual Employees – Enrollment in Health and Welfare Benefit Plans
Local Agreements	

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HEABC/Facilities Subsector Collective Bargaining 2004

All HEABC bargaining proposals are tabled on behalf of member health care Employers on a strictly without prejudice basis and are subject to the normal proviso that errors and omissions are excepted. Note also that all HEABC bargaining proposals are subject to the understanding that consequential amendments may be required to the language of the Facilities Subsector Collective Agreement for implementation purposes.

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #4-A
Article 4.03

Complaints Investigator

Proposal:

Delete Article 4.03:

~~**4.03 Complaints Investigation**~~

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

~~(a) where the complaint pertains to the conduct of an employee within the Association's bargaining unit it shall be referred to Ms. H. Jansen (Complaints Investigator); or~~

~~(b) where the complaint pertains to the conduct of a person not in the Association's bargaining unit it shall be referred to Ms. G. Brodsky or Ms. J. Bischoff.~~

~~When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall,~~

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

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #20-A
Article 20.02

Implementation of the 37.5 Hour Work Week

Proposal:

Revise Article 20.02 as follows.

Note that consequential amendments will be required to other Articles of the Collective Agreement to reflect the longer work week (e.g., Article 21, Memorandum of Understanding Re: Schedules with Work Days Greater than 7.2 Hours and Up to and Including 8 Hours per Day).

20.02 Hours of Work

(a) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be 36 hours per week or an equivalent. Effective the start of the first pay period not later than ninety (90) calendar days after ratification, the work week shall be an average of thirty-seven and one-half (37.5) hours per week. The longer work week will not result in an increase in the monthly rate of pay for regular full-time employees (i.e., the monthly wage rate will not change as a result of the implementation of the longer work week); however, the hourly wage rate will be reduced by four percent (4%).

Where an Employer has an existing Local Agreement providing for a thirty-seven and one-half (37.5) hour work week as of March 31, 2004, such an arrangement will continue and Article 21 shall not apply for the difference between a thirty-six (36) hour work week and a thirty-seven and one-half (37.5) hour work week.

(b) The Employer will determine and implement the new work schedules for the longer work week. The new work schedules shall be supplied to the Union fifteen (15) calendar days prior to implementation. The right to grieve the new work schedules is limited to alleged violations of Article 19 and 20. ~~Where the Employer intends to introduce a work schedule of less than 7.5 hours per day,~~

~~the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and the employees at the local level.~~

(c) Effective the first pay period prior to September 30, 1993, for hours worked after that pay period, the base day will be seven point two (7.2) hours for the purpose of calculating the accrued credit banks. Effective no later than the start of the first pay period ninety (90) calendar days after ratification, for hours worked after that pay period, the base day will be seven and one-half (7.5) hours for the purpose of calculating the accrued credit banks.

(d) Schedules with work days greater than seven and one-half (7.5) ~~that seven point two (7.2)~~ hours per day and up to and including eight (8) hours per day are further clarified in the Memorandum of Understanding Re: Schedules.

...

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #27-A
Article 27

Statutory Holidays

Proposal:

Revise Article 27 as follows:

~~**27.02 Super Stats**~~

~~Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid at time and one-half (1-1/2) rates in addition to their regular monthly pay rate. Payment of time and one-half (1-1/2) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee. The Employer and the Union agree to be bound by the decision of Special Officer, D.R. Blair, dated August 29, 1974 regarding the interpretation and application of the foregoing Super Stat provisions.~~

...

27.05

Employees who are required to work on a statutory holiday ~~other than a Super Stat~~ shall be paid at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #28-A
Article 28.01 and Article 28.02

Annual Vacation and Supplementary Vacation

Proposal:

Revise Article 28.01 as follows and delete the entirety of Article 28.02:

28.01 Vacation Entitlement

All employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

...

(b) Employees with one (1) or more years of continuous service shall earn ~~have earned~~ the following vacation with pay effective July 1, 2004:

1 to 4 years of continuous service – 15 work days of vacation, based on six percent (6%) of straight-time pay.
5 to 9 years of continuous service – 20 work days of vacation, based on eight percent (8%) of straight-time pay.
10 to 14 years of continuous service – 25 work days of vacation, based on ten percent (10%) of straight-time pay.
15 or more years of continuous service – 30 work days of vacation, based on twelve percent (12%) of straight-time pay.
~~1 year's continuous service - 20 work days' vacation~~
~~2 years' continuous service - 20 work days' vacation~~
~~3 years' continuous service - 20 work days' vacation~~
~~4 years' continuous service - 20 work days' vacation~~
~~5 years' continuous service - 21 work days' vacation~~
~~6 years' continuous service - 22 work days' vacation~~
~~7 years' continuous service - 23 work days' vacation~~
~~8 years' continuous service - 24 work days' vacation~~
~~9 years' continuous service - 25 work days' vacation~~
~~10 years' continuous service - 26 work days' vacation~~
~~11 years' continuous service - 27 work days' vacation~~

~~12 years' continuous service - 28 work days' vacation~~
~~13 years' continuous service - 29 work days' vacation~~
~~14 years' continuous service - 30 work days' vacation~~
~~15 years' continuous service - 31 work days' vacation~~
~~16 years' continuous service - 32 work days' vacation~~
~~17 years' continuous service - 33 work days' vacation~~
~~18 years' continuous service - 34 work days' vacation~~
~~19 years' continuous service - 35 work days' vacation~~
~~20 years' continuous service - 36 work days' vacation~~
~~21 years' continuous service - 37 work days' vacation~~
~~22 years' continuous service - 38 work days' vacation~~
~~23 years' continuous service - 39 work days' vacation~~
~~24 years' continuous service - 40 work days' vacation~~
~~25 years' continuous service - 41 work days' vacation~~
~~26 years' continuous service - 42 work days' vacation~~
~~27 years' continuous service - 43 work days' vacation~~
~~28 years' continuous service - 44 work days' vacation~~
~~29 years' continuous service - 45 work days' vacation~~

This provision applies when the qualifying date occurs before July 1st in each year.

(c) The accumulated balance of an employee's vacation credits earned ~~before the first pay period prior to September 30, 1993~~ shall not be impacted ~~reduced~~ as a result of the increase ~~September 30, 1993 reduction~~ in the work week to thirty-seven and one-half (37.5) ~~36~~ hours per week (reference Article 20.02 (a).

(d) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages during the accrual year (July 1 to June 30).

(e) Where an Employer has an existing Local Agreement providing for a reduced annual vacation entitlement prior to July 1, 2004, such an arrangement will continue until July 1, 2004. There will be no adjustment of any vacation entitlement until the reduced vacation provisions outlined above are effective on July 1, 2004.

~~28.02 Supplementary Vacations~~

~~(a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

~~(b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

~~(c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

~~(d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

~~(e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

~~The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.~~

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On _____, 2004
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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #30-A
Article 30

Special Leave

Proposal:

Revise Article 30 as follows:

30 Special Leave

30.01

Effective September 30, 1993, an employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (180 hours) at the rate of one-half (0.5) day (3.6 hours) every four (4) weeks (144 hours). Effective the first pay period not later than ninety (90) calendar days after ratification, an employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (.05) day (3.75 hours) every four (4) weeks (150 hours).

The accumulated balance of an employee's special leave credits shall not be impacted ~~reduced~~ as a result of the increase ~~September 30, 1993 reduction~~ in the work week to thirty-seven and one-half (37.5) ~~36~~ hours per week.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 180 hours as of the first pay period prior to September 30, 1993, up to and including the previous maximum of 187.5 hours, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 180 hours, no further credit shall be earned until the accumulated balance is reduced below 180 hours, in which event the accumulation of special leave credits will be reinstated, but the accumulated balance shall not again exceed 180 hours. Effective the first pay period not later than ninety (90) calendar days after ratification, an employee may earn special leave credits up to a maximum 187.5 hours.

As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

...

(3) For serious illness of a spouse or child, residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care – up to two (2) days at one time. ~~Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.~~

...

30.02 Part-time Employees

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

All special leave credits shall be paid in conformity with Article 30. Two and three fifths (2-3/5) days (18.72 hours) per year for those working an average of fourteen point four (14.4) hours a week per calendar year, or a proportionate amount depending on time worked. Effective the first pay period not later than ninety (90) calendar days after ratification, a regular part-time employee shall earn special leave credits as follows: Two and three-fifths (2-3/5) days (19.5 hours) per year for those working an average of fifteen (15) hours a week per calendar year, or a proportionate amount depending on time worked.

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #31-B
Article 31.02, Article 31.06, Article 31.12, and Article 31.14

Sick Leave Credits and Sick Leave Pay

Proposal:

Revise Article 31.02, Article 31.06, Article 31.12, and Article 31.14 as follows:

31 Sick Leave, WCB, Injury-On-Duty

...

31.02 Sick leave credits with pay shall be earned ~~granted~~ on the basis of one (1) ~~and one-half (1-1/2)~~ work day~~s~~ per month, cumulative up to one hundred fifty-six (156) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

The accumulated balance of an employee's sick leave credits shall not be reduced or increased as a result of the increase ~~September 30, 1993 reduction~~ in the work week to thirty-seven and one-half (37.5) ~~thirty-six (36)~~ hours.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of 1,123.2 hours, as of the first pay period prior to September 30, 1993 shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 1,123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1,123.2 hours, in which event the accumulation of sick leave credits shall be reinstated, but the accumulated balance shall not again exceed 1,123.2 hours. Effective the first pay period not later than ninety (90) calendar days after ratification, an employee may earn a maximum of 1,170 hours of sick leave credits (based on one hundred and fifty-six (156) days times the base work day of seven and one-half (7.5) hours).

...

31.06 Sick leave pay shall be computed on the basis of scheduled work days and ~~all~~ claims shall be computed and paid on the basis of seventy-five percent (75%) of the employee's straight-time regular pay for the scheduled work days absent ~~paid on this basis~~.

As sick leave credits are used, deductions shall be made from the employee's accumulated credits ~~Sick leave deductions shall be~~ according to actual time off.

...

31.12 Cash Pay-Out of Unused Sick Leave Credits

Upon retirement or voluntary leave from the workforce as defined in Article 43, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits earned as of the first pay period after ratification and unused as of the date of retirement calculated at the employee's rate of pay at retirement. It is understood that sick leave credits earned after the first pay period after ratification will be used first before exhausting previously earned sick leave credits.

...

31.14 Part-Time Employees

Four point eight (4.8) days (thirty-six (36.0) hours) ~~Seven point two (7.2) days (fifty-four (54.0) hours)~~ per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 31.

~~Effective the first pay period prior to September 30, 1993, seven point two (7.2) days, (fifty-one point eighty-four (51.84) hours) per year for those working an average of fourteen point four (14.4) hours per week per calendar year or a proportionate amount depending on time worked.~~

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #31-A
Article 31.04

Workers' Compensation

Proposal:

Revise Article 31.04 as follows:

31.04 Workers' Compensation

(a) Employees shall receive directly from the Workers' Compensation Board ("WCB") any wage-loss benefits to which they may be entitled.

(b) While an employee is in receipt of WCB wage-loss benefits, she will be considered to be on an unpaid leave of absence. As a result, paid holidays and vacation will not accrue beyond the first twenty (20) work days. Unused vacation credits accrued in previous years shall not be lost as a result of this Article. Notwithstanding the employee being on an unpaid leave of absence, Article 38, Article 39, and Article 40 will continue to apply to employees who are entitled to receive WCB wage-loss benefits as long as the employee pays her share of the health care plan premiums in advance consistent with Employer policy.

(c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.

(d) Where an employee has been granted sick leave and is subsequently approved for WCB wage-loss benefits for the same period, the WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

(e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 34 except that seniority shall continue to accrue based on regular hours.

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

~~An employee shall be granted reasonable injury-on-duty leave with pay if it is determined by the Provincial Workers' Compensation Board that he/she is unable to perform his/her duties and the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such compensable injury or accident.~~

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

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #37-A
Article 37 and Addendum – Health Care O&HS Agency

Health Care Occupational Health and Safety Agency

Proposal:

The Employers will agree to the continuation of the Occupational Health and Safety Agency (as set out in Article 37 and in the applicable Addendum) only under the following principles:

(a) The Provincial Government agrees to fund the Occupational Health and Safety Agency; and

(b) The Facilities Subsector Association of Unions do not pursue any amendments to the Facilities Subsector Collective Agreement in the area of Occupational Health and Safety or workload; and

(c) There is agreement on the above principles at the Nurses' Sector bargaining table, the Community Subsector bargaining table, and the Paramedical Professional Sector bargaining table.

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HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #38-A
Article 38, Appendix #1, and Appendix #2

Health Care Plans

Proposal:

Revise Article 38, Section 4 (b) of the Addendum – Casual Employees, Appendix #1, and Appendix #2 as follows:

38 Health Care Plans

Notwithstanding the references to the Pacific Blue Cross Plans in this Article, the parties agree that Employers, who are not currently providing benefits under the Pacific Blue Cross Plans may continue to provide the benefits through another carrier providing that the overall level of benefits is comparable to the level of benefits under the Pacific Blue Cross Plans.

38.01 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay seventy-five percent (75%) ~~one hundred percent (100%)~~ of the premium for regular full-time employees. The Employer shall pay fifty percent (50%) of the premium for regular part-time employees regardless of their full-time equivalency (subject to the definition of "regular part-time employee" in Article 2.01 (b)). The employee will pay the balance of the premium.

An eligible employee who wishes to have coverage for other than dependants may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment or upon the initial date of employment for those employees with portable service as outlined in Article 14.12. Membership in the Medical Services Plan is a condition of employment for regular employees and their dependents provided they are not members under another account in the Medical Services Plan.

38.02 Dental Plan

(a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), fifty percent (50%) ~~sixty percent (60%)~~ of the costs of the extended plan (Plan B) and fifty percent (50%) ~~sixty percent (60%)~~ of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of $2,750.00 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.

(b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another ~~comparable~~ plan.

(c) The Employer shall pay seventy-five percent (75%) ~~one hundred percent (100%)~~ of the premium for regular full-time employees. The Employer shall pay fifty percent (50%) of the premium for regular part-time employees regardless of their full-time equivalency (subject to the definition of "regular part-time employee" in Article 2.01 (b)). The employee will pay the balance of the premium.

(d) During the term of this Agreement Pacific Blue Cross will be the carrier of the dental plan.

(e) The Dental Plan will be comparable with the coverage outlined in Appendix #2.

38.03 Extended Health Care Plan

(a) The Employer shall pay seventy-five percent (75%) of the monthly premiums for extended health care coverage for regular full-time employees and their families under the Pacific Blue Cross plan. The Employer shall pay fifty percent (50%) of the premium for regular part-time employees regardless of their full-time equivalency (subject to the definition of "regular part-time employee" in Article 2.01 (b)). The employee will pay the balance of the premium. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.

(b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be $225.00 every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be $600.00 every forty-eight (48) months per eligible employee or eligible dependant.

(c) During the term of this Agreement Pacific Blue Cross will be the carrier of the extended health care plan.

(d) The Extended Health Care Plan shall cover employees, their spouses, and their children provided they are not already enrolled in another Extended Health Care Plan.

(e) The Extended Health Care Plan will be comparable with the coverage outlined in Appendix #1.

Addendum – Casual Employees

...

4. (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, he/she will be entitled to a pro-rated reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position. The pro-rated reimbursement of the premiums will be based on the percentage contributions set out in Article 38 (i.e., seventy-five percent (75%) Employer-paid premiums for months in which the casual employee worked full-time in the position and fifty percent (50%) Employer-paid premiums for months in which the casual employee worked less than full-time in the position). The casual employee will pay the balance of the premiums.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below in accordance with the cost-sharing identified in the previous paragraph. The casual employee will pay the balance of the premiums. ~~at the sole cost of the Employer~~:

Article 38, Section 38.01 - Medical Plan
Section 38.02 - Dental Plan
Section 38.03 – Extended Health Care Plan

Coverage under this section shall cease when either:

(i) the regular incumbent returns to the position, or
(ii) the casual employee is no longer working in the posted position.

Appendix #1
- Information – Extended Health Care Plan -

Summary of ~~Healthcare Benefit Trust's~~ Coverage

Extended Health Benefit – Article 38.03

...

Amount of Benefit

There is a $100 ~~$25~~ calendar year deductible for this benefit per person or family. Receipts exceeding $100 ~~$25~~ in a calendar year will be reimbursed as follows:

- 80% of eligible expenses under $2,000 ~~$1,000~~ in a calendar year
- 100% of eligible expenses over $2,000 ~~$1,000~~ in a calendar year
- 100% of eligible out-of-province/out-of-country emergency expenses.

The maximum lifetime amount payable per person is unlimited.

Note: If, in a calendar year, eligible expenses do not exceed the deductible, expenses during the last three (3) months of that year may be applied against the deductible for the next calendar year.

Eligible Expenses

This Extended Health benefit covers the following expenses when incurred by the employee or dependants as a result of the necessary treatment of an illness or injury.

Visits to paramedical practitioners eligible under the BC Medical Services Plan will only be reimbursed up to eight dollars ($8) per visit for the first twelve (12) visits as set out below ~~based on a percentage of the applicable user (patient visit) fee~~.

...

Chiropractor – Fees of a chiropractor up to $8 per visit for the first twelve (12) visits in a calendar year, up to a maximum of $200* per person per year, but not including the cost of x-rays taken by a chiropractor.

Massage Therapist – Fees of a registered massage therapist up to $8 per visit for the first twelve (12) visits in a calendar year, to a maximum of $200* per person per year.

...

Naturopathic Physician – Fees of a naturopathic physician up to $8 per visit for the first twelve (12) visits in a calendar year, up to a maximum of $200* per person per year, but not including the cost of x-rays by a naturopathic physician.

...

Physiotherapist – Fees of a registered physiotherapist $8 per visit for the first twelve (12) visits in a calendar year, up to a maximum of $200* per person per year.

Podiatrist – Fees of a registered podiatrist up to $8 per visit for the first twelve (12) visits in a calendar year, up to a maximum of $200* per person per year, but not including the costs of x-rays taken by a podiatrist.

Prescription Drugs – Cost of prescription drugs purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to Pharmacare's low cost alternative and reference based pricing payment policies. This benefit does not include lifestyle drugs and medicines as determined by Pacific Blue Cross. This benefit does not cover drugs for contraceptive purposes, erectile dysfunction drugs, vitamin injections, food supplements, drugs which can be brought without a prescription, medications used to treat or replace an addiction or habituation, or drugs which have not been approved for payment by the Director of the Pharmacare program. ~~under the Food and Drugs Act for sale and distribution in Canada.~~ ~~(NOTE: THIS BENEFIT IS EFFECTIVE JULY 1, 2001).~~

~~*Prescription Drug Direct Pay Card "BlueNet"* - In the administration of the extended health care plan a prescription drug direct pay card will be provided to apply to pharmacies on-line with Pacific Blue Cross. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier. (NOTE: THIS BENEFIT IS EFFECTIVE APRIL 1, 2002).~~

...

* *The employee will be reimbursed up to 80% of this maximum (after the $100 ~~$25~~ deductible has been satisfied for the calendar year).*

Appendix #2
- Information – Extended Health Care Dental Plan -

Summary of ~~Healthcare Benefit Trust's~~ Coverage

Dental Plan – Article 38.02

...

Amount of Benefit

There is a $100 calendar year deductible for this benefit per person or family. Receipts exceeding $100 in a calendar year will be reimbursed as follows: ~~This dental benefit will reimburse the dentist for the following:~~

- 100% Services (Part "A")
- 50% ~~60%~~ of Major Reconstruction Services (Part "B")
- 50% ~~60%~~ of Orthodontic Services (Part "C"); lifetime maximum is $2,750 per eligible employee or dependant.

...

Part "A" – Basic Services

Part A covers those services required to maintain teeth in good order and to restore teeth to good order.

The Plan will pay 100% of:

Diagnostic Services

Procedures to determine the dental treatment required, including the following:

1. Examinations and consultations;
2. One (1) standard examination every nine (9) calendar months; ~~Two (2) standard examinations per calendar year;~~
3. One (1) complete examination in any three (3) year period, provided that no other examination has been paid by this Plan on the employees behalf in the preceding nine (9) ~~six (6)~~ months;
4. X-rays, up to the maximum established by Pacific Blue Cross for the calendar year;
5. Full mouth x-rays once in any three (3) year period.

...

Preventive Services

Procedures to prevent oral disease, including the following:

1. Cleaning and polishing of teeth (prophylaxis) once every nine (9) month period ~~twice in any calendar year~~.
2. Fluoride application once every nine (9) month period ~~twice in any calendar year~~.
3. Space maintainers intended to maintain space but not to obtain more space.
4. Sealants (pits and fissures); limited to once per tooth within a two (2) year period.

...

Part "B" – Major Reconstruction

Part B covers those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five (5) year period.

The Plan will pay 50% ~~60%~~ of:

...

Part "C" - Orthodontics

Part C covers those services required to straighten abnormally arranged teeth. Pre-approval by Pacific Blue Cross is necessary.

The Plan will pay 50% ~~60%~~ of:

...

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #39-A
Article 39

Long-Term Disability Insurance Plan

Proposal:

Revise Article 39 as follows:

39 Long-Term Disability Insurance Plan

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

39.02 The plan shall be as provided in the Addendum – Long- Term Disability Insurance Plans.

39.03 The Employer shall pay fifty percent (50%) ~~one hundred percent (100%)~~ of the premium for all regular employees. The employee will pay the other fifty percent (50%) of the premium.

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #40-A
Article 40.06 and 40.07

Group Life Insurance

Proposal:

Revise Article 40.06 and Article 40.07 as follows:

40 Group Life Insurance

...

40.06 The Employer shall pay seventy-five percent (75%) ~~one hundred percent (100%)~~ of the premium for regular full-time employees. The Employer shall pay fifty percent (50%) of the premium for regular part-time employees regardless of their full-time equivalency (subject to the definition of "regular part-time employee" in Article 2.01 (b)). The employee will pay the balance of the premium.

40.07 Membership in the Group Life Insurance Plan and accidental death and dismemberment is a condition of employment for regular employees provided they are not already covered by the Group Life Insurance Plan and accidental death and dismemberment provisions of an HEABC Collective Agreement.

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #48-A
Article 3.01, Article 48.03, and Article 48.04
Wage Schedules, Attachments and Addenda

Effective Date of Monetary Adjustments

Proposal:

Revise Article 3.01, Article 48.03, and Article 48.04 as follows:

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from April 1, 2004 ~~2001~~, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2007 ~~2004~~, and from year to year thereafter unless specifically terminated by either party on written notice served during the month of December, 2006 ~~2003~~.

48.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2004 ~~2001~~ to March 31, 2007 ~~2004~~.

48.04 General Wage Adjustments ~~Increase~~

Any adjustment to wage rates will be effective at the start of the first pay period following April 1, 2004. The pay period will be as defined by the Employer's payroll system.

Effective April 1, 2004, the Employer will apply wage reductions to all job classifications covered by the Facilities Subsector Collective Agreement, including employees who are red-circled and/or grand-parented at a particular wage rate. Note that for all job classifications, the base wage rate from which the wage reductions will be applied is the April 1, 2003 wage rate. The wage reductions are in three (3) categories depending on the job classification, as set out below:

(a) A reduction of twelve percent (12%) will be applied to the monthly wage rate level for the following job classifications:

- Activity Worker I to IV
- Building Security Officer
- Cleaner
- Cook I to VII (including Bakers)
- Custodial Attendant
- Food Service Supervisor I to IV
- Food Service Worker I to III (All)
- Groundskeeper 1 to 5
- Housekeeping Aide
- Housekeeping Supervisor 1 to 4
- Laundry Worker I to VI (including Charge)
- Maintenance Worker I to IV
- Nursing Assistant I to IV (except those specified in paragraph (b) below)
- Porter/Patient (No Benchmark)
- Sewing Machine Operator I and II
- Stores Attendant I to V (including Receiver)
- Transportation Attendant (Charge)
- Transportation Attendant I to IV

(b) A reduction of eight percent (8%) will be applied to the monthly wage rate level for the following job classifications:

- Accountant I and II
- Accounting Supervisor
- Administrative Assistant and Administrative Secretary
- Buyer and Buyer Supervisor
- Cardiac Ultrasound Technician
- Cardiology Technologist
- Certified Dental Assistant, Dental Assistant, and Assistant Supervisor (Spec Memo)
- Clerk – Housekeeping
- Clerk – Laboratory
- Clerk General (All)
- Clerk I to VI (All)
- Coordinator of Volunteers I and II
- ECG Assistant and ECG Technician I to III
- EEG Assistant
- Fire and Safety Officer
- Inventory Analyst
- Lab Assistant I to IV (All)
- Librarian and Library Technicians (No Benchmark)
- Licensed Practical Nurse
- Medical Records Technician
- Medical Steno I and Medical Steno Supervisor I to III
- Nursing Assistant (O.R. Technician and Orthopaedic Technician)
- Nursing Assistant III (Supervisor)
- Nursing Secretary
- Nursing Staffing Co-ordinator
- Nursing Unit Clerk (No Benchmark)

Ophthalmic Technician I to III
Pacemaker Technologist
Pathology Attendant I to III (All)
Payroll Supervisor I to III
Perfusionist Assistant
Personnel Secretary
Pharmacy Technician I and II (All)
Physiological Laboratory Technologist I and II
Printer I to III
Renal Dialysis Technician I to III
Secretary
Social Service Assistant I to III
Supervisor – Admitting, Bed Booking, and O.R. Booking
Switchboard Operator and Switchboard Supervisor I to III
X-Ray Assistant I and II

(c) For all other job classifications not listed in (a) or (b) above, a reduction of fifty-five dollars ($55.00) per month will be applied. The job classifications affected by this wage rate reduction include, but are not limited to, the following job classifications:

Air Conditioning Mechanic and Head Air Conditioning Mechanic
Biomedical Engineering Technologist I and II
Boiler Operator
Carpenter and Head Carpenter
Chief Power Engineer 2 to 4
Computer Operator II to IV
Computer Technical Support I and II
Construction Coordinator
Data Entry/Keypunch Operator I and II and Lead Data Entry/Keypunch Operator III
Data Processing Supervisor
Electrician and Head Electrician
Electronic Technician I and II (No Benchmark)
Elevator Mechanic (No Benchmark) and Elevator Operator
Engineering Technician I and II
Fitter and Head Fitter
Fitter/Gas Fitter B (Cross Connection)
Laundry Mechanic and Head Laundry Mechanic
Machinist and Head Machinist
Maintenance Supervisor I to IV
Maintenance Worker V
Media Services Technician I to V
Painter and Head Painter
Plasterer and Head Plasterer
Plumber and Head Plumber
Plumber/Gas Fitter B (Cross Connection)
Power Engineer 2 to 4
Programmer/Systems Analyst I to IV
Refrigeration Mechanic and Head Refrigeration Mechanic
Supervising Boiler Operator
Supervising Power Engineer 2 to 4

Technical Assistant I to IV (All)
Unlisted/Unrated Classification (See Note below)
Welder and Head Welder

Note: A job and/or position under a separate memorandum or agreement or that does not match a benchmark and is matched to a job classification for the purposes of receiving pay equity adjustments will be adjusted in the same manner as the job classification to which it is matched for the purposes of pay equity.

A job and/or position under separate memorandum or agreement or that does not match a benchmark and is not matched to a job classification for the purposes of receiving pay equity adjustments will be adjusted in the same manner as its closest comparable job series (e.g., the Pacemaker Technologist [layered over] would receive the same adjustment as the Pacemaker Technologist, Addictions Counsellors would receive the same adjustment as the Social Service Assistants).

~~1. April 1, 2001 - General wage increase equal to an across the board flat monthly amount of $61.~~
~~2. April 1, 2002 - General wage increase 2%.~~
~~3. April 1, 2003 - General wage increase 1.5% or cost of living allowance (COLA) whichever is higher.~~
~~4. In the event that the April 1, 2003 general wage increase is based on a cost of living allowance it shall be as follows:~~

~~Effective April 1, 2003, an adjustment equal to 1% of the wage rate for each 1% increase in the Consumer Price Index for the twelve month period preceding the date of the adjustment (i.e. February 2002 to February 2003) shall be added to and form part of the wage rates on the wage schedules set out in Schedule B. The adjustment shall be prorated for increases in the Consumer Price Index of less than 1%.~~

~~Should the Consumer Price Index in its present form and on the same bases as the Consumer Price Index Base become unavailable, the Parties shall negotiate an alternative formula. If agreement is not reached, the Parties shall request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate date.~~

~~In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable adjustment date, any adjustment required will be made during the first pay period after publication of the Consumer Price Index, retroactive to the applicable date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.~~

~~"Consumer Price Index": means the Consumer Price Index-British Columbia-all items (1992=100).~~

~~"Consumer Price Index Base": means the Consumer Price Index for the month previous to the relevant calculated period.~~

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #48-C
Article 48.07

Effective Date of Wages and Benefits

Proposal:

Revise Article 48.07 as follows:

48.07 Effective Date of Wages and Benefits

(a) All new wages and benefits shall be effective from April 1, 2004 ~~2001~~, unless otherwise specified in this Collective Agreement ~~or the Melding and Levelling Awards~~.

(b) Non-compensation changes will be effective sixty (60) days after the date of ratification unless otherwise specified in the Collective Agreement.

~~(c)~~ ~~Employees governed by certifications granted on or prior to March 31, 2001 shall be entitled to the wage levels set out in the Facilities Subsector Collective Agreement effective October 1, 2000 or six (6) months following certification, whichever is later. For these employees, health and welfare benefit levels of the Facilities Subsector Collective Agreement are effective July 1, 2001 or six (6) months following certification, whichever is later (except Municipal Pension Plan (MPP) see article 41 and the named carrier, see article 38). Other monetary benefits will be effective the date of ratification of this agreement.~~

(d) ~~Employees governed by certifications granted on or after April 1, 2001 shall be entitled to the wage and benefit levels six (6) months after the date of certification (except Municipal Pension Plan (MPP), see article 41 and the named carrier, see article 38).~~ Application of the Facilities Subsector Collective Agreement to employees governed by certifications occurring after April 1, 2004 ~~September 30, 2002,~~ will be the subject of negotiations between the parties.

~~(e)~~ ~~Employment security is not for these purposes a benefit.~~

(f) There are to be no superior benefits for new certifications. ~~Superior benefits for new certifications shall be addressed in accordance with the principles set out in the Levelling and Melding Awards.~~

(g) Employees certified on or after April 1, 2004 ~~2001~~ and during the term of this collective agreement shall engage in the following process of review and their method of operation and job descriptions:

(1) Within three (3) months of certification, the Employer may review its operation and if necessary make changes to its method of operation and job descriptions. Such changes, if any, shall not be arbitrary, capricious or in bad faith;

(2) At the completion of the period above, HEABC will provide the appropriate Union with a list of the proposed classification of the jobs at the Employer;

(3) Within one month of receiving the list referred to in (g) (2) above, the Union shall file with HEABC, in writing, any objections to the proposed classification of jobs. All jobs not covered by a written objection shall be deemed to be appropriately classified ~~under the Facilities Classification System~~;

(4) The Employer shall review any objections to its proposed classification of jobs within one (1) month of receiving the Union's written objections. The parties shall attempt to resolve the objections within a further month. Objections not resolved shall be resolved ~~by John Kinzie and/or Judi Korbin~~ using the expedited arbitration process as set out in ~~Article~~ Section 11 of the Maintenance Agreement;

~~(5) If any classification process results in the reduction of an employee's classification pay rate, the issue shall be addressed consistent with the principles set out in the Melding and Levelling Awards;~~

(6) New positions, changed positions, and classification disputes which arise after the completion of steps (g) (1) through (g) (5) above shall be addressed using the normal processes of the Maintenance Agreement ~~Facilities Classification System~~.

(7) Implementation of the wage rates associated with the new classifications, if any, will be subject to negotiations between HEABC and the Association of Unions for the renewal of the next Facilities Subsector Collective Agreement.

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #49-A
Article 49

Pay Equity

Proposal:

Revise Article 49 as follows:

49 Pay Equity

The following is a framework for implementing pay equity in the Collective Agreement.

The parties agree to make interim pay equity adjustments prior to finalizing pay equity. For the duration of the 2004-2007 Facilities Subsector Collective Agreement, the parties agree to the suspension of pay equity, including any and all pay equity adjustments.

Principles

...

4. The parties are committed to implementing pay equity changes as quickly as possible. The parties recognize that pay equity cannot be achieved in one collective agreement, and agree to a joint implementation process commencing April 1, 1991, to put in place a pay equity plan. ~~To that end, in addition to all other provisions of this pay equity article, i~~ It is agreed that there will be no pay equity increases ~~commencing April 1, 1994, an annual amount of not less than one percent (1%) of the total salaries of the bargaining unit shall be~~ applied toward the achievement of pay equity during the term of the 2004-2007 Facilities Subsector Collective Agreement. In addition, any future pay equity adjustments beyond March 31, 2007 must be specifically negotiated by the parties in future collective bargaining. ~~(provided that the full one percent (1%) is required to achieve pay equity in the final year).~~

   ~~Pay equity increases of one percent (1%) shall be effective May 1, 2001; one and one-half percent (1.5%) effective April 1, 2002, and one and two-tenths percent (1.2%) effective April 1, 2003. The 1994 and 1995 pay equity increases shall be applied consistent with the above paragraph.~~

...

General

...

~~6. HEU and HEABC accept the principle of comparability with the B.C. Government Employees' Union as part of their pay equity plan. To the extent necessary of satisfaction, this principle shall be made effective April 1, 1996.~~

...

Disputes Pay Equity Arbitrator

1. Any dispute between the parties about the interpretation, application or alleged violation of the provisions of this Article of the collective agreement, including any disputes arising from the application of the processes in the above six steps, shall be referred to [name of arbitrator to be discussed] ~~Stephen F.D. Kelleher, Q.C.~~ as pay equity arbitrator. Where the dispute pertains to one of the above six steps, it will be referred to the pay equity arbitrator not later than seven (7) days prior to the maximum of the time frame of the particular step.
2. For disputes arising under the provisions of this Article, other than those arising under the heading Interim Pay Equity Adjustments ~~or those arising under paragraph 6 (BCGEU comparability) of the heading General~~, the parties agree to the following expedited arbitration process:
   (a) Hearings shall be at locations directed by the pay equity arbitrator.
   (b) The parties will not use lawyers for presentations.
   (c) The presentations will be short and concise. Written arguments will not exceed five (5) typed pages. Each party's oral argument shall not exceed four (4) hours.
   (d) The pay equity arbitrator will give the parties a succinct written decision within seven (7) days of the hearing.
   (e) The decisions of the pay equity arbitrator will be final and binding.

~~3. For disputes arising under paragraph 6 (BCGEU comparability) of the heading General, the following shall apply. Within forty-five (45) days of the effective date stipulated by paragraph 6 aforesaid, the parties will meet and endeavour to agree upon the exact implementation of the principle of comparability. If, by fifteen (15) days prior to such effective date, full agreement has not been reached, either party may refer the outstanding issues to the pay equity arbitrator for binding determination. In the exercise of his jurisdiction under this paragraph, the pay equity arbitrator may determine his own procedure, but will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that the pay equity arbitrator will have rendered a decision on any outstanding issues within sixty (60) days of the matter being referred to him.~~

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #LTD-A
Addendum – Long-Term Disability Insurance Plans

Proposal:

Revise the Addendum – Long-Term Disability Insurance Plans as follows:

Addendum – Long-Term Disability Insurance Plans

Long-Term Disability Insurance Plans

The HEABC and the Association agree that the long-term disability insurance plans shall be governed by the terms and conditions set forth below. ~~For employees previously covered by the HEABC/HEU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), this amended plan is effective July 6, 1998 (unless otherwise indicated). For all other employees, t~~ The terms of this Plan are effective on April 1, 2004 ~~1999~~ for all claimants (existing and new) except that existing claimants retain their previous LTD Plan monthly benefit level, including any amounts of indexing that the employee was eligible for up to and including March 31, 2004. An "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 2004. The Supplemental Monthly LTD Benefit as set out in the 2001-2004 Facilities Subsector Collective Agreement is discontinued on July 5, 2004.

~~**** Explanatory Note:***~~

~~There are two effective dates for defining an "existing claimant". For employees previously covered by the HEABC/HEU Master Agreement provisions underwritten by the HBT, an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees substitute the date "April 1, 1999" for "April 1, 1998" and substitute "March 31, 1999" for "March 31, 1998", wherever found in this Addendum.~~

LONG-TERM DISABILITY PLAN

Section 1 – Eligibility

(A) Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(B) Seniority and Benefits – Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 34.03 of the collective agreement which reads:

> *Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and increment step.*
>
> *If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.*

The Employer will post the employee's job on a permanent basis eighteen (18) months after the date of disability (regardless of whether the employee receives LTD Plan benefits, WCB benefits, or disability benefits from any other source) if the employee has not returned to work. If the employee recovers within the eighteen (18) month period, he/she shall return to his/her job if his/her physician confirms that he/she is medically fit to do so.

If the employee recovers beyond eighteen (18) months after the date of disability or is deemed fit to return to any gainful occupation as defined in Section 3 (A) below at any time after the date of disability, the employee is entitled to apply for all job postings with the Employer. If necessary, the employee shall have the ability to bump in accordance with Article 17.06 into a position the employee is qualified to perform and physically capable of performing. If the definition of "comparable" in Article 2.06 results in there being no bumping option into any gainful occupation as defined in Section 3 (A) below, the Employer, the employee, and the Union will meet to discuss the other options, if any, to facilitate the employee's return to work.

If the employee's LTD Plan claim is not accepted, the employee has the right to appeal the decision of the carrier; however, the employee's job will be posted on a permanent basis eighteen (18) months after the date of disability if the employee does not return to work in that time period.

~~Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in his/her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Article 17.06 of the collective agreement.~~

Employees on long term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days ~~(effective September 30, 1993: 144 working hours)~~ unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans. The employee will pay the full premiums for such coverage in advance, on a monthly basis.

~~Effective April 1, 1999 premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the employer and claimant on a 50-50 basis. For employees previously covered by the HEU/HEABC Master Collective Agreement, this provision is effective July 6,~~

~~1998. Employees to be permitted to enroll in some or all of the above plans. The employee's share of premiums for such coverage is to be paid in advance, on a monthly basis.~~

Municipal Pension Plan ~~Superannuation~~ – Employees on long-term disability shall be considered employees for the purposes of the Municipal Pension Plan ~~superannuation~~ in accordance with the Public Sector Pension Plans Act ~~Pension (Municipal) Act~~.

Group Life Insurance – Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

Section 2 – Waiting Period and Benefits

(A) ~~Employees Disabled Prior to April 1, 1998 *~~
~~(* See Explanatory Note in Preamble to this Addendum.)~~

In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2004 ~~prior to April 1, 1998~~ as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, ~~six (6) months~~ the employee shall receive a benefit equal to two-thirds (2/3) of pre-disability monthly earnings. Note that LTD Plan claimants with a date of disability prior to April 1, 2004 will retain their previous LTD Plan benefit (including any amounts of indexing that the employee was eligible for up to and including March 31, 2004) but will have their claim assessed beyond March 31, 2004 based on the definition of "total disability" in Section 3 (A) below and will be subject to all other aspects of the LTD Plan which is effective April 1, 2004.

~~(1)~~ ~~Supplemental Monthly LTD Benefit~~

~~(a)~~ ~~The Parties agree that the eligible employees, who have been and continue to receive benefits under the provisions of the LTD Plan that was in effect prior to the effective date of this agreement, ought to be afforded benefit enhancements. The intent is to ensure that these eligible employees are not unduly disadvantaged or excluded from enhancements to benefits under the LTD Plan effective the date of this agreement because they were:~~

~~(i)~~ ~~eligible for benefits or were receiving benefits prior to and including March 31, 1998; and~~

~~(ii)~~ ~~not actively at work due to illness or injury prior to and including March 31,1998.~~

~~(b)~~ ~~Commencing on the ratification date of this agreement (or no later than April 1, 1999 for non-HEU Master employees) and continuing for a further thirty-six (36) months thereafter, all eligible employees who, prior to and including March 31, 1998 were receiving or, were entitled to receive benefits under the LTD Plan and, who:~~

~~(i)~~ ~~are not eligible for the LTD Plan Early Retirement Incentive Provision; and,~~

~~(ii)~~ ~~have been receiving LTD benefits for four (4) years or more following the date of disability; and~~

~~(iii)~~ ~~re medically unable to participate in a Rehabilitation Plan shall be eligible for a Supplemental Monthly LTD Benefit.~~

~~(c)~~ ~~The Supplemental Monthly LTD Benefit shall be determined as follows:~~

~~(i) obtain the gross monthly LTD benefit that the employee is entitled to receive based on the monthly earnings of his/her regular occupation at the date of disability;~~

~~(ii) obtain the gross monthly LTD benefit that the employee would be entitled to receive based on the current monthly earnings of his/her regular occupation as at the date of disability;~~

~~(iii) obtain the difference between (i) and (ii) above;~~

~~(iv) multiply the answer to (iii) above by 25% and add to (i) above to determine the adjusted gross monthly LTD benefit;~~

~~(v) deduct from the answer to (iv) above the applicable offsets in Section 5 to determine the adjusted net-of-offsets monthly LTD benefit; and,~~

~~(vi) deduct the eligible employee's current net-of-offsets LTD monthly benefit entitlement to determine the amount of the Supplemental Monthly LTD Benefit.~~

~~The Supplemental Monthly LTD Benefit shall be paid as a separate benefit in addition to the regular monthly LTD net-of-offsets benefit that the employee is eligible to receive.~~

~~(B) Employees Disabled on or After April 1, 1998 *~~

~~(* See Explanatory Note in Preamble to this Addendum.)~~

~~(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first $2800 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above $2800 or 66-2/3% of pre-disability monthly earnings, whichever is more. The $2800 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.~~

~~It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.~~

~~(2) In the event that the benefit falls below the amount set out in Section 2 (B) (1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first $2800 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above $2800 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT every four years. (Note: the $2800 figure will be adjusted as set out in Section 2 (B) (1) above).~~

(C) ~~All Claimants~~

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on

the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or the effective date of early retirement under this plan, whichever occurs first.

(D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

(1) exhausting all sick leave credits before receiving the long-term disability benefit;

(2) using sick leave credits to top off the long-term disability benefit; or

(3) banking the unused sick leave credits for future use.

(E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

(F) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

Section 3 – Total Disability Defined

(A) ~~Employees disabled Prior to April 1, 1998 *~~

~~(* See Explanatory Note in Preamble to this Addendum.)~~

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of ~~his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of~~ any gainful occupation for which the rate of pay equals or exceeds two-thirds (2/3) of pre-disability monthly earnings ~~eighty-five percent (85%) of the rate of pay of his/her regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.~~

~~(B)~~ ~~Employees Disabled on or After April 1, 1998 *~~

~~(* See Explanatory Note in Preamble to this Addendum.)~~

~~Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.~~

~~(1)~~ ~~Residual Monthly Disability Benefit~~

~~The Residual Monthly Disability Benefit is based on 85% of his/her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for his/her regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net of offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that he/she is able to perform.~~

~~*Example:*~~

~~(a) Monthly LTD net of offsets benefit = $1,000.00 per month~~
~~(b) 85% rate of pay at date of disability = $13.60 per hour~~
~~(c) 70% of current rate of pay = $12.12 per hour~~
~~(d) percentage difference [(b/c) - 1] = 12.2%~~
~~(e) Residual Monthly Disability Benefit (a x d) = $122.00~~

~~(C)~~ ~~All Claimants~~

(1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.

(2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine <u>and actively participate in any treatment program recommended by the doctor</u>.

(3) Commitment to Rehabilitation

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

(a) can be expected to facilitate his/her return to <u>any</u> ~~his/her own job or other~~ gainful occupation; and

(b) is recommended by HBT and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as he/she continues to participate and cooperate in the Rehabilitation Plan. ~~If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability.~~ In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, his/her union) and HBT. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT will jointly sign the Terms of the Rehabilitation

Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

~~(4) Rehabilitation Review Committee~~

~~(a) In the event that the eligible employee does not agree:~~

~~(i) with the recommended rehabilitation plan, or,~~

~~(ii) that he/she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,~~

~~to ensure benefit entitlement under the LTD Plan, the employee must either:~~

~~(iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,~~

~~(iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.~~

~~(b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.~~

~~The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee members shall be composed of one (1) employer nominee, one (1) union nominee and a neutral chair appointed by the nominees. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:~~

~~(i) does not agree with the recommended Rehabilitation Plan; or~~

~~(ii) does not agree that he/she could medically participate in the Rehabilitation Plan.~~

~~During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision his/her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.~~

(5) Rehabilitation Benefit Incentive Provisions

(a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:

(i) return to work on a gradual or part-time basis

(ii) engage in a physical rehabilitation activity; and/or

(iii) engage in a vocational retraining program

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

(b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase his/her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

(i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in ~~Part B,~~ Section 2 (A) ~~or (B) (as the case may be~~) of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the pre-disability monthly earnings ~~current rate of pay~~ for her/his regular occupation at the date of the disability;

(ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer~~, HLAA vacancies~~ and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing; and,

~~(iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and,~~

(iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

~~(6) Joint Rehabilitation Improvement Committee~~

~~During the term of the agreement, one (1) person from HEABC and one (1) person from the Healthcare Benefit Trust shall meet the two (2) representatives of the Association of Unions. The parties will work together to improve the Rehabilitation Process.~~

~~The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan and as a result of the Rehabilitation Provisions.~~

...

Section 9 – Premiums

The cost of this Plan shall be borne fifty percent (50%) by the employee and fifty percent (50%) by the Employer. Payment of premiums shall cease on termination of employment or six (6) ~~five (5)~~ months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

...

Section 11 – Claims

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Employer ~~Parties~~. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the Healthcare Benefit Trust/underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Healthcare Benefit Trust/underwriter may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a Claims Review Committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee. ~~may arrange to have his/her claim reviewed by a claims review committee composed of three medical doctors – one designated by the claimant, one by the Employer, and a third agreed to by the first two doctors.~~

Written notice of a claim under this Plan shall be sent to the claims-paying agent no later than forty-five (45) days from the later of the end of the qualification period or ending of Workers' Compensation Board wage-loss benefits. Otherwise claims are considered out of time and will not be adjudicated. ~~after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.~~

Claims Adjudication Committee

During the term of the Agreement, one person from HEABC and one person from the Healthcare Benefit Trust ~~and Benefit Plan~~ shall meet with two (2) representatives of the Association. The parties will work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims adjudication.

Section 12 – Administration

The Employer shall administer and be the sole trustee of the Plan. The Association shall have access to any reports provided by the claims-paying agent regarding aggregate experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9, 10 and 11 of the collective agreement.

...

Section 14 – LTD Plan Early Retirement Incentive Provision

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that he/she would have been entitled to receive at the normal retirement date, had he/she not

applied for early retirement, regardless of when the early retirement incentive provision is activated.

(A) An employee under this Agreement who is:

(1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more, and

(2) eligible for early retirement pension benefits, and

(3) not eligible for the LTD Plan Rehabilitation Provisions

is required to ~~shall~~ apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that his/her application for early retirement is being processed with his/her pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, he/she may still be eligible for the LTD Plan Early Retirement Incentive Benefit.

(B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:

(1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;

(2) the amount of the monthly early retirement benefit that the employee will receive;

(3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;

(4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,

(5) the maximum LTD benefit duration period applicable to the employee.

If the combination of Municipal Pension Plan or Public Service Pension Plan ~~superannuation~~ benefit, Canada Pension Plan retirement benefit and any other disability income referred to in ~~Part B –~~ Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

(C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.

(D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.

(E) Joint Early Retirement Improvement Committee

Within six (6) months of the ratification of this agreement, one (1) person from HEABC and one (1) person from the Healthcare Benefit Trust shall meet with two (2) representatives of the Association of Unions. The parties will work together to improve the early retirement incentive process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

~~**Section 15 – LTD Benefit Re-opener**~~

~~The Parties agree to an LTD Benefit re-opener eighteen (18) months after the ratification date of this Agreement to determine:~~

~~(A) firstly, whether or not the Supplemental Monthly LTD Benefit will continue beyond the 36-month period and/or be increased for a further period of time; and~~

~~(B) secondly, whether or not the employers' portion of premiums for medical, dental, extended health, and accidental death and dismemberment insurance will be increased,~~

~~depending upon whether there has been an experience savings as a result of the changes to the LTD Plan (i.e., a net savings).~~

~~The Association will have access to all relevant information available to the Trust to determine whether there has been an experience savings as a result of the changes to the LTD plan (i.e., a net savings).~~

~~Any outstanding issues from this LTD Benefit re-opener shall be referred to Don Munroe for final and binding resolution.~~

Section 16 – Return to Work Programs

Preamble

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

Mutual Commitment

The Employer and the Union are committed to a ~~voluntary,~~ safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates. Employer creation of a return to work program is voluntary. Employee participation is mandatory where the Employer has a return to work program.

Consultation

Return to work programs will be part of an Approved Rehabilitation Plan under the Long-Term Disability Plan.

Confidentiality

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. The Employer shall not have contact with the employee's physician, without the employee's consent.

Types of Initiatives

Return-to-work programs may consist of one or more of the following:

1. **Modified Return to Work:** Not performing the full scope of duties.
2. **Graduated Return to Work:** Not working regular number of hours.
3. **Rehabilitation:** Special rehabilitation programs.
4. **Ergonomic Adjustments:** Modifications to the workplace.

Re-orientation to the Workplace

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

Pay and Benefits

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for fifteen (15) hours or more per week ~~(effective September 30, 1993: fourteen point four (14.4) hours or more per week)~~ are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 38.

Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

(a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:

Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan (or Public Service Pension Plan) ~~superannuation~~ payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week. ~~(Effective September 30, 1993, fourteen point four (14.4) hours or more per week.)~~

(b) Employees in receipt of LTD benefits:

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of pre-disability earnings ~~current salary~~. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue to be waived as outlined in the Addendum – Group Life and Long-Term Disability Insurance Plans.

No Adverse Effect on Benefits

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Long-Term Disability. Participation in a program will not delay entitlement to LTD benefits, except as otherwise provided in the Long-Term Disability Addendum.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than proceeding under the Long-Term Disability Addendum (Claims Review Committee ~~and Rehabilitation Review Committee~~).

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #CA-G
Addendum – Casual Employees

Pay in Lieu of Statutory Holidays and Annual Vacation for Casual Employees

Proposal:

Revise Section 13 of the Addendum – Casual Employees as follows:

13. Casual employees shall receive ten point two percent (10.2%) ~~twelve point two percent (12.2%)~~ of their straight-time pay in lieu of scheduled vacations and statutory holidays.

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #CA-B
Addendum – Casual Employees

Enrollment in Health and Welfare Benefit Plans

Proposal:

Revise Section 14 (2) of the Addendum – Casual Employees as follows:

14 (2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits and the employee shall not be permitted to re-enroll. ~~Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.~~

TABLED BY HEABC
On _____, 2004
At _____
Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #Local Agreements-A

Local Agreements

Proposal:

Individual Employers and Unions may enter into discussions to amend certain terms of the Facilities Subsector Collective Agreement. Such discussions will be limited by the following:

- The decision to enter into such discussions is completely voluntary for both parties. Either party may refuse to enter into these discussions or withdraw from these discussions once they have started, without penalty, provided that an agreement has not been finalized and signed by the bargaining agents as set out below.
- Any amendments to the Facilities Subsector Collective Agreement are limited to its monetary provisions.
- Amendments must not result in any monetary provisions exceeding the corresponding provisions of the Facilities Subsector Collective Agreement. Amended provisions that exceed the corresponding provisions of the Facilities Subsector Collective Agreement are void and of no effect.
- The duration of any amendments to the Facilities Subsector Collective Agreement must be limited to the term of the Facilities Subsector Collective Agreement.
- Any agreement reached to amend the terms of the Facilities Subsector Collective Agreement must be approved and signed by the Facilities Bargaining Association and HEABC prior to it becoming effective.
- These discussions are not required under Section 54 of the Labour Relations Code. Nevertheless, if the Employer chooses to enter into them, the Parties agree that such discussions meet all requirements of Section 54 (1) (b) (I) of the Labour Relations Code in relation to the consideration of alternatives to the proposed measure, policy, practice or change.