

**COLLECTIVE AGREEMENT
BETWEEN
HOSPITAL EMPLOYEES' UNION**



and

CHERINGTON PLACE

For the Period

April 1, 2015 TO MARCH 31, 2022

NOTE: New language is underlined.

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ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is made up of trade unions formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 Variations

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

ARTICLE 2 – DEFINITIONS

2.01 Definition of Employee Status

(a) Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate sen-

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iority and are entitled to all benefits outlined in this Collective Agreement.

(b) Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

(c) Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

(d) Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

2.02 Practical Nurse

A Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and holds a valid British Columbia Practical Nurse License.

2.03 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

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This definition shall apply to the following sections of the Agreement:

- Article 29 - Compassionate Leave
- Article 30 - Special Leave
- Article 38.01 - Medical Plan
- Article 38.02 - Dental Plan
- Article 38.03 - Extended Health Care Plan

2.04 Employer

"Employer" means the corporation, society, person(s), organization, facility, agency or centre as listed in the certification issued by the Labour Relations Board to the Union.

ARTICLE 3 - GENERAL CONDITIONS

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from April 1, 2015, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2022, and from year to year thereafter unless terminated by either party on written notice served during the month of December, 2014.

3.02 Labour Code

It is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia is excluded from this Agreement.

3.03 Future Legislation

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

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(c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

3.04 Article Headings

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

This Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to substantive meaning.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia (RSBC 1996, Chapter 210).

4.02 Harassment

The Employer recognizes the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

4.03 Complaints Investigation

- (a) An employee who wishes to pursue a concern arising for an alleged harassment may register the complaint in writing with the Employer or through the Union to the Employer designate.
- (b) If a complaint is registered, it shall be in a timely manner.
- (c) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed after this procedure has been completed.

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(d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 5 - UNION RECOGNITION AND RIGHTS

5.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

5.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

Article 9.04 - Grievance Procedure

Article 9.06 - Dismissal/Suspension for Alleged Cause

Article 18.01 - Employer's Notice of Termination

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5.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the members of the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Canada Revenue Agency for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.

5.04 Induction

The Secretary-Treasurer or the Senior Union Official shall be advised of the date, time and place of Employer induction sessions for

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new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer or the Senior Union Official of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

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

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

5.05 Shop Stewards

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the depart-

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ment, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

5.06 Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

5.07 Bulletin Boards

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

5.08 Legal Picket Lines

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

5.09 Union Advised of Changes

The Senior Union Official shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

5.10 Notice of Union Representative Visits

The Union shall provide reasonable notice to the Employer when the Senior Union Official or his/her designated representative intends to visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

5.11 Union/Management Committee

Employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Management Rights

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

6.02 Medical Examination, Vaccination and Inoculation

An employee may not refuse, without sufficient grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. (See also Article 37.03).

ARTICLE 7 - EMPLOYER PROPERTY

7.01 Return of Employer Property on Termination

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

7.02 Employer to Repair or Indemnify

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

7.03 Reimbursement of Legal Fees

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

7.04 Employer to Continue to Supply Tools

All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

8.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Senior Union Official, or his/her representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

8.03 Union/Management Meetings

The Union Committee and the Senior Union Official of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Sched-

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ules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 9.04.

8.04 Committee Meetings

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or his/her representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.04.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

9.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

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Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

9.03 Right to Grieve Disciplinary Action

9.03.01 Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

9.03.02 Employee Notified of File Documentation

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

9.03.03 Removal of Disciplinary Documents

- (i) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (ii) In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

9.03.04 Introduction of Evidence at Hearing

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

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9.04 Grievance Procedure

9.04.01 Preamble

The Employer and the Union recognize that grievances may arise concerning:

- (a) Differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, his/her grievance shall be settled as follows:

9.04.02 Step One:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

9.04.03 Step Two:

The grievance shall be reduced to writing by:

- (1) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose
- (2) Stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) The grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and

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(5) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then:

9.04.04 Step Three:

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days.

9.04.05 Canada Post

Canada Post strike/lockout will not affect grievance time limits.

9.05 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, his/her designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

9.06 Dismissal/Suspension for Alleged Cause

The Employer will provide to the Union Office, a copy of the letter at the time of the meeting. Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

9.07 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provi-

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sions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

9.08 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

9.09 Industry Troubleshooter

9.09.01 Issues Referred to Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

9.09.02 Roster

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

Chris Sullivan
Joan Gordon
J. Korbin
Elaine Doyle

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the

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Minister of Labour for the Province of British Columbia to appoint such person.

9.09.03 Roles/Responsibilities of Troubleshooter

At the request of either party, the Troubleshooter shall:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference,

Within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

9.09.04 Agreed to Statement of Facts

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

ARTICLE 10 - EXPEDITED ARBITRATION

10.01 Roster

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

1. J. Gordon
2. Chris Sullivan
3. J. McEwen
4. J. Korbin
5. Elaine Doyle

10.02 Expedited Arbitrations

10.02.01 Issues for Expedited Arbitration

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) Dismissals;
- (2) Rejection on probation;
- (3) Suspensions in excess of ten (10) work days;

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- (4) Policy grievances;
- (5) Grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) Grievances relating to employment security and matters arising from the report and recommendations of the Industrial Inquiry Commissioner (except where specified otherwise);
- (7) Grievances requiring presentation of extrinsic evidence;
- (8) Grievances where a party intends to raise a preliminary objection;
- (9) Matters arising from the maintenance agreement and classification manual; and
- (10) Grievances arising from duty to accommodate.

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

10.02.02 Expedited Schedule

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

10.02.03 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

10.02.04 Process

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

10.02.05 Agreed to Statement of Facts

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

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10.02.06 Procedure

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

10.02.07 Mediation Assistance

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

10.02.08 Issuance of Report

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

10.02.09 Status of Report

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

10.02.10 Fees

The parties shall equally share the costs of the fees and expenses of the arbitrator.

10.02.11 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

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Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

ARTICLE 11 – ARBITRATION COMPOSITION OF BOARD

Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration.

In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

1. J. Gordon
2. J. Korbin
3. D. McPhillips
4. E. Doyle

The parties, by mutual agreement, may amend the list of arbitrators at any time.

The decision of the said arbitrator, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

11.02 Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named above in 11.01

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The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code of B.C.* shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

11.03 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

11.04 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

11.05 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

11.06 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

11.07 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

11.08 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and/or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

12.02 Personnel File

An employee, or the Senior Union Official (or his/her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

13.02 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

**ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION,
RELEASE**

14.01 Selection Criteria

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

14.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Article.

14.03 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of senior-

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ity and accrued perquisites when the temporary promotion, transfer or demotion terminates.

14.04 Relieving in Higher and Lower-Rated Positions

14.04.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

14.04.02 In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

14.04.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for his/her classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

14.05 Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of his/her prior job.

14.06 Transfers

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure and shall retain his/her former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of his/her prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of his/her prior job.

14.07 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

14.08 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate struc-

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ture of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.

14.09 Re-employment After Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

14.10 Supervisory or Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.11 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

14.12 Previous Experience

14.12.01 Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

14.12.02 A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

14.13 More Favorable Rate or Condition

No employee who is at present receiving a more favorable rate or condition than is specified herein shall incur a reduction in such rate

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or condition unless a reduction in such rate or condition was negotiated.

14.14 Part-Time Employees

14.14.01 Qualifying Period

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

14.14.02 Increment Progression

Based on calendar length of service with the Employer.

14.14.03 Seniority

Applicable on a proportionate basis. [See also Casual Addendum 12(3)]

ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS

Job Descriptions

- (1) The job descriptions which are in existence on the date of this agreement and the benchmarks to which they are matched, agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (4) Each regular employee shall be provided with a copy of the agreed to job description for his/her position.

NOTICE OF NEW AND CHANGED POSITIONS

Establishment of New Jobs

- (1) Prior to the establishment of a new job, the Employer shall:

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- (a) Write a new job description;
 - (b) Classify the new job in relation to the benchmark class specifications; and
 - (c) Assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.
 - (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
 - (4) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

Changes to Existing Jobs

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
 - (a) Revise the permanent job description or write a new job description; and
 - (b) Classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.

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- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

New or Changed Positions

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position he/she shall be displaced by the service of an appropriate notice to that effect.
- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2) indicating in what manner his/her position has changed and why he/she thinks the job description to which his/her position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the Union.
- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

Appeals

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days. If the Employer's written response is not provided within the time limit, the Union may, within a further thirty (30) days, refer the dispute to Arbitration.

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- (2) Within fifteen (15) days of receiving the Employer's written response, the Union will notify the Employer whether the Employer's written response is acceptable. If the Employer's written response is not acceptable, the parties shall meet within a further fifteen (15) days to disclose fully each party's case and to seek to resolve the dispute. Each party will set out for each grievance its understanding of the matter in dispute. The parties will seek to narrow the issues of fact in dispute and will conclude agreements on fact to the degree that they can agree. If the parties are unable to resolve the dispute, either party may, within a further period of thirty (30) days, refer the dispute to Arbitration for a final and binding decision.

Pay Adjustments

- (1) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give him/her a monthly increase and the increment anniversary shall be that date.
- (2) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (3) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (4) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of his/her prior job, and shall receive fifty per cent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served pursuant to Section 8.1 shall be covered by this provision.

Definitions

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied

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or vacant and may be created, changed or deleted in order to meet operational requirements.

- (2) Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

16.01 Job Postings and Applications

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above, if a temporary absence is one of less than sixty (60) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:
 - (i) Where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1)

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vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made.

- (ii) By employees registered for casual work in accordance with the casual addendum.
 - (iii) In cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to seven (7) days.
- (d) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if he/she is also registered for casual work.

- (e) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (f) Where the local agreement covering access to work by part-time employees (former "15.01c") does not contain a termination clause, the agreement may be terminated on giving of six (6) months' notice by either party.
- (g) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

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16.02 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) The change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (ii) The Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

16.03 Special Project Vacancies

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the collective agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

16.04 Applications from Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

16.05 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01 above.

16.06 Notice to Union

Two (2) copies of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

16.07 Notice of Successful Applicant

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

16.08 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01 Technological Change

17.01.01 Preamble

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

17.02 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

17.03 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected

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shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of five percent (5%) of his/her existing pay rate.

17.04 Notice of Displacement

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Local designate.

17.05 Reduction In Work Force

In the event of a reduction in the work force, the Employer shall first canvass employees for voluntary layoff. If there are no employees interested in voluntary layoff, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

17.06 Layoff Notice

17.06.01 The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) Less than two (2) years' seniority - thirty-one (31) calendar days;
- (b) Two (2) or more years' seniority but less than three (3) years' seniority - two (2) months;
- (c) Three (3) or more years' seniority but less than four (4) years' seniority - three (3) months;

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- (d) Four (4) or more years' seniority but less than five (5) years' seniority - four (4) months;
- (e) Five (5) or more years' seniority - six (6) months.

17.06.02 Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

17.06.03 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06 of this Agreement.

17.07 Labour Relations Code

The present agreement fulfils the requirements of Section 54 of the *Labour Relations Code*. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the Union agrees that the present agreement gives notice of technological change and complies with the notice periods in the agreement. The present agreement satisfies any other requirement of technological change or the *Employment Standards Act* (group terminations). There are no other tests regarding change.

ARTICLE 18 – TERMINATION OF EMPLOYMENT

18.01 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

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Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%); for example:

Employees entitled to eight percent (8%) shall be paid six percent (6%);

Employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

18.02 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days and who cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date for a period of six weeks.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- (iii) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a

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further seven (7) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 17. The new work schedule will then be posted in accordance with Article 19.01 (a) (i).

- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (h) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of 2 hours with no change in shift duration, overtime rates pursuant to Article 21 will not be applicable.

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If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

19.02 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

ARTICLE 20 - HOURS OF WORK

20.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

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 of thirty-seven and one-half (37.5) hours per week or an equivalent mutually agreed between the Employer and the Union.
- (b) The base day will be seven point five (7.5) hours for the purpose of calculating the accrued credit banks.
- (c) Schedules with work days greater than seven point five (7.5) hours per day and up to and including eight (8) hours per day are further clarified in the Memorandum of Understanding Re: Schedules.
- (d) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (e) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of twelve (12) statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at the applica-

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ble overtime rate for each day by which his/her total number of days off falls short of one hundred fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 21 or Article 27.04.

- (f) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21.

20.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks. Those using the cafeteria shall be allowed ten (10) minutes in the cafeteria.

(b) Meal Periods

All employees covered by the Collective Agreement shall receive a one-half (½) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

20.04 Split Shifts

No split shifts shall be worked except in cases of emergency.

20.05 Part-Time Employees

The Employer shall eliminate, as far as possible, all part-time employees.

20.06 Daylight Savings Time Change

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

ARTICLE 21 - OVERTIME

21.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) The rate of time and one-half of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double time thereafter;
- (2) The rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

21.02 Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

21.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven five (7.5) in that day

21.04 Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 21.05 below.

21.05

- (A) A record shall be kept of authorized overtime worked by each employee who, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- (B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.

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(C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out the employee's current rate of pay.

21.06 The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the weekly hours of work as provided at Article 20.02, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

21.07 An employee who works two and one-half (2-½) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of twelve dollars (\$12.00). One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

21.08 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

21.09 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate

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of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

21.10 A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

21.11 An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 22 - SHIFT, WEEKEND AND TRADES

QUALIFICATION PREMIUMS

22.01 Employees working the evening shift shall be paid a shift differential of ninety-five cents (95¢) cents per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one dollar and thirty-seventy-five cents (\$1.75) per hour.

22.02 An Employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

22.03 Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

ARTICLE 23 - CALL BACK**23.01** Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her motor vehicle to work an allowance of forty-six cents (\$0.46) per kilometer, from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

23.02 If an employee is called back to work and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her/his next shift until she/he has received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise her/his supervisor in advance of the fact that she/he will not be reporting for duty at her/his scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENTS

24.01 Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of

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pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 25 - ON-CALL DIFFERENTIAL

25.01 Employees required to be on-call shall be paid an on-call differential of two dollars (\$2.00) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

25.02 Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

ARTICLE 26 - TRANSPORTATION ALLOWANCE

26.01 An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-six cents (\$0.46) per kilometer. Minimum allowance shall be two dollars (\$2.00).

26.02 Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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New Year's Day	Thanksgiving Day	Easter Monday
Victoria Day	Boxing Day	Canada Day
Remembrance Day	Good Friday	Labour Day
Christmas Day	B.C. Day	<u>Family Day</u>

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (two (2) days per week plus a minimum of twelve (12) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at double time rates for each day by which his/her total number of days off falls short of one hundred fifteen (115), except that he/she shall not again be paid for any day for which he/she was paid at the rate of double time under Article 21 or Article 27.04.

Employees who are required to work on scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1-1/2) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

27.02 When an Employee has been on sick leave that is inclusive of one or more working days prior to an Employer scheduled statutory holiday and one or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 27.01, paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

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27.03 Employees required to work on scheduled days off will receive pay at the rate of one and one half time for the time worked, but will not have the day off rescheduled.

27.04 Employees who are required to work on a statutory holiday 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.

27.05 If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred fifteen (115) days off that his/her period of service in the year bears to a full year.

27.06 Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

27.07 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

27.08 If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

27.09 Part-Time Employees

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

Two point eighty-eight (2.88) hours off with pay every thirty-three (33) days for employees working an average of fourteen point four hours (14.4) per week, or pay in lieu thereof; or a proportionate amount depending on time worked.

Effective the first pay period between September 30, 2004 and October 13, 2004, three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per

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week, or pay in lieu thereof; or a proportionate amount depending on time worked.

ARTICLE 28 – VACATIONS

28.01 Vacation Entitlement

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

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

- (b) Effective in the 2012 accrual year and forward. Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 – 5 years = 15 days
6 – 10 years = 20 days
11 plus years = 25 days

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

28.02 Vacation Period

Vacation time earned up to July 1st as indicated in Articles 28.01 and 28.02 shall be granted as follows:

Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

28.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

1. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
2. At least one block of vacation shall be at least five (5) days in duration.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

28.04 Vacation Pay

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of work days of planned absence due to vacation for each vacation period.

28.05 Vacations Non-Accumulative

Vacation time shall not be cumulative from calendar year to calendar year.

28.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

28.07 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

28.08 Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

28.09 Part-Time Employees

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

Regular part-time Employees shall be credited with and granted vacations as set out in Articles 28.01 and 28.02; that is, six percent (6%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01 and 28.02.

ARTICLE 29 - COMPASSIONATE LEAVE

29.01 Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, brother in-

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law, sister in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

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

ARTICLE 30 - SPECIAL LEAVE**30.01** 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 (0.5) day (3.75 hours) every four (4) weeks (150 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:

- (1) Marriage Leave - five (5) days.
- (2) Paternity Leave - one (1) day.
- (3) 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.
- (4) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave - one (1) day.
- (7) Cultural/Religious Leave – three (3) days

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, he/she may request leave of absence without pay.

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 (19.5 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.

ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY

31.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EIC premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

31.02 Sick leave credits with pay shall be granted on the basis of one work day per month, cumulative up to five hundred (500) hours. 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 maximum accumulation of sick leave credits shall be five hundred (500) hours. Those employees with more than five hundred hours will not lose those hours but will not accrue any more hours until the bank reaches down to the five hundred (500) hours.

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

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31.04 Leave – Workers’ Compensation

(a) Entitlement to Leave

An employee shall be granted Workers’ Compensation leave with net pay in the event that the Workers’ Compensation Board/WorkSafeBC determines that the employee has established a claim (time-loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, “net pay” is defined as the employee’s regular net take-home wages to ensure that the non-taxable status of Workers’ Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

Additional shifts worked by part-time employees, shift and weekend premiums, and statutory holiday premiums (in accordance with the three (3) arbitration awards listed below) shall be taken into account when calculating “regular net take-home wages”:

Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.

Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.

Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

(b) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

(c) Benefit Entitlement

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (a) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue statutory holidays and vacation credits. Once the claim exceeds twenty (20) work days, statutory holidays will not accrue.

(d) Approval of Claim

When an employee is granted sick leave with pay and Workers' Compensation 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.

(e) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 17.06.

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

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

Sick leave deductions shall be according to actual time off.

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

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

31.07 Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

31.08 Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining his/her condition, he/she shall be removed from the payroll.

31.09 The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

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

31.11 Other Claims

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

31.12 Part-Time Employees

Part time employees will receive a proportionate amount of sick leave credits on a prorated basis depending on time worked. All sick leave credits shall be paid in conformity with Article 31.

ARTICLE 32 - EDUCATIONAL LEAVE

32.01 Employer Requested Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

32.02 In-Service Education

The parties recognize the value of in-service both to the employee and the employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

32.03 Employee Requested Long Term Leave

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

32.04 Paid Education Leave

- (a) The Employer recognizes the desirability of providing a climate for employees to improve their education level and enhance their qualifications in order to enhance their opportunities for advancement.
- (b) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications. Paid education leave may be utilized to attend courses which are necessary to maintain an employee's current certification, registration or license, required by the approved benchmark. It may also be utilized to sit exams for relevant professional courses.
- (c) Provided that the courses or exams are necessary to obtain a qualification set out on an approved benchmark for a job that might reasonably be available at the Employer's worksite, an

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employee with at least three (3) years of service with the Employer may also utilize paid education leave to improve her/his education level and qualifications in order to enhance her/his opportunities for advancement with the Employer.

- (d) Upon approval of the course, the Employer will grant two days education leave of absence with pay (at straight time rates), to a maximum of 15 hours. Premium pay does not apply under this article. Paid education leave is not to exceed 2 days (15 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year.
- (e) Employees who are required to continue to have ongoing education to maintain registration in order to fulfill their job will be provided with two paid days of education annually.

ARTICLE 33 - JURY DUTY**33.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 34 - LEAVE – UNPAID

34.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

34.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be

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made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

34.03 Unpaid Leave - Affecting Seniority and Benefits

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.

34.04 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

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- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.05, 11.06, 12.01, 12.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

34.05 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

ARTICLE 35 - MATERNITY AND PARENTAL LEAVE

35.01 Maternity Leave

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).

35.02 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 35.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

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(b) Pursuant to the Supplemental Benefit (SEB) Plan, the maternity leave allowance will consist of:

- (1) Two (2) weeks at eighty-five (85) percent of the employee's basic pay;
- (2) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85) percent of the employee's basic pay.

Note: For the purpose of Article 35 only, "Basic Pay" is defined as the employee's earnings based on the rate of pay (in accordance with the applicable wage schedule) and the employee's regular schedule.

35.03 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under article 35.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under article 35.01) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption;

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- (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 2.03. Such leave request must be supported by appropriate documentation.

35.04 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 35.03(b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five (75) percent of the employee's basic pay.

35.05 Benefits Continuation

- (a) For leaves taken pursuant to Article 35.01 and 35.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 35.01 and 35.03 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.
- (c) Notwithstanding (b) above, should an employee be deemed to have resigned in accordance with Article 35.06 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

35.06 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 35.01 and 35.03 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 35, or if they do not return to work after having given such advice.

35.07 Entitlements Upon Return to Work

- (a) Notwithstanding Article 28 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 35.01 and 35.03, providing the employee returns to work as a regular employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.06.
- (b) Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 34.03.
- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a regular employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

35.08 Maternity and/or Parental Leave Allowance

- (a) To be entitled to the maternity or parental leave allowances pursuant to Article 35.02 and 35.04, an employee must sign an agreement that they will return and remain in the Employer's employ for a period of at least six (6) months as a regular employee after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months as a regular employee, the employee shall reimburse the Employer for

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the maternity or parental leave allowance received under Articles 35.02 and 35.04.

ARTICLE 36 - ADOPTION LEAVE36.01 An employee is entitled to adoption/parental leave pursuant to Article 35.03.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Union agree to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the *Occupational Health and Safety Regulation* is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

37.01 Occupational Health and Safety Committee

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Occupational Health and Safety Regulations.

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at

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the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- (e) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.
- (f) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (g) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic ad-

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justments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

- (h) Effective April 1, 2001, where an employee is appointed to serve on the occupational health and safety committee for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which she/he serves on the committee. This additional day of paid education leave will be used to attend safety courses sponsored by the Workers' Compensation Board or the Joint Occupational Health and Safety Agency or other courses mutually agreed to by the Employer and the Union at the local level.

37.02 Aggressive Patients/Residents

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such patients/residents.
- (b) Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work related, traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

37.03 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are

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protective immunizations available, such immunizations shall be provided at no cost to the employee.

- (c) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.

37.04 Video Display Terminals

The Employer shall ensure that any new office equipment or facility required for use in conjunction with Video Display Terminals (VDTs) shall meet the standards required by the Workers' Compensation Board.

37.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

37.06 Working Alone or in Isolation

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

37.07 Employee Workload

The Employer shall ensure that an employee's workload is not unsafe. Employees may refer safety related workload concerns to the Occupational Health and Safety Committee for investigation under article 37.01(c).

37.08 Violence Program

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Oc-

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cupational Health and Safety Committee or a subcommittee of that committee. The program will include:

- (a) The development of control measures and guidelines regarding violence prevention.
- (b) An annual report of violence prevention activities which will be posted at the worksite.
- (c) Risk assessments and the reporting of them
- (d) Ongoing employee education and training

37.09 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful, respectful and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

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

37.10 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.

Voluntary Participation

Employee participation in an established return to work program is voluntary. Employees may enter, withdraw and re-enter the program, and an employee's participation or non-participation will not be the basis for any disciplinary action. Participation must include the consent of the employee's physician.

Employer creation of a return to work program is voluntary.

Consultation

Prior to entry into a return to work program, the employer, the employee and the union-designated representative(s) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and to the union.

Supernumerary

An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees of the Employer.

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.

Program Coverage

The return to work program will be available to WCB claimants, convalescent employees and injured employees.

Types of Initiatives

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

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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.

37.11 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 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.

Employees engaged in a return to work program will fall into one of three (3) groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

- (a) Employees who have been approved for Leave – Workers' Compensation:

Receive full salary and all benefits pursuant to Article 31.

- (b) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits:

Receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked

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until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.

- (c) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB 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 payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.

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 Workers' Compensation.

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.

Return to Work Committee

The parties agree to form a Return to Work Committee that will meet at the call of either party.

Re: Return to Work Committee

The parties agree to form a Return to Work Committee consisting of three (3) representatives from the Union and three (3) representatives of the Employer. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in the Committee process.

Purpose:

The purpose of the Committee is to promote the philosophy and encourage the introduction of Return to Work Programs.

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Role and Function:

The role and function of the Committee are as follows:

1. Assist in the development of processes and structures for return to work programs in facilities.
2. Act as an advisor to employees and employers on return to work programs in facilities.
3. Request information and provide feedback concerning individual employer return to work programs.
4. Develop and promote industry pilot projects on return to work programs and seek funding to support those pilot projects.
5. Develop and maintain an effective communications system for employees and employers concerning return to work initiatives.
6. The parties will perform regular reviews of the Committee's work. The Committee will report to the parties on an annual basis.

The parties shall meet within one (1) month of the signing of the agreement and at least quarterly thereafter over the term of the agreement.

The expenses of the Committee will be the responsibility of the Employer.

ARTICLE 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. The Employer will provide to the Union a copy of the new plan details and a comparability study of the two 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

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Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) 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.

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), sixty percent (60%) of the costs of the extended plan (Plan B) and 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 \$2750.00 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 one hundred percent (100%) of the premium.

38.03 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the Pacific Blue Cross plan. 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.

ARTICLE 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 one hundred percent (100%) of the premium.

ARTICLE 40 - GROUP LIFE INSURANCE

The following provision applies to employees formerly covered by the HEU Facilities Subsector Agreement. Employees formerly covered by other collective agreements will be governed by Group Life Insurance Plan provisions, if any, found in their respective former collective agreements.

40.01 The Employer shall provide a mutually acceptable group life insurance plan.

40.02 The plan shall provide \$50,000.00 insurance coverage for post-probationary employees.

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

40.04 The plan shall also include coverage for accidental death and dismemberment.

40.05 The plan shall be as provided in the Addendum - Group Life Insurance Plan.

40.06 The Employer shall pay one hundred percent (100%) of the premium.

ARTICLE 41 – MUNICIPAL PENSION PLAN

41.01 Municipal Pension Plan

Regular employees shall be covered by the provisions of the Municipal Pension Plan. That is, all regular employees shall be entitled to join the Municipal Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment.

Notwithstanding the foregoing, existing regular part-time employees who are not now enrolled in the Plan, and any new regular part-time employees, may, either now or at the time of hiring, decline to be enrolled in the Plan for the period of their part-time employment.

Casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules provided for the following:

- (i) A casual employee who has been employed in a continuous full-time capacity with the same employer for a period of twelve (12) months shall be enrolled in the Plan as a condition of employment.
- (ii) Regular part-time and casual employees (except as noted in (i) above) who have completed two (2) years of continuous employment with earnings from the employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of the two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver.

Notwithstanding the reference to the Municipal Pension Plan in Article 41, the Parties agree that for all Employers certified on or before September 30, 2003, the Plan shall be effective January 1, 2004 or six (6) months after the date of certification, whichever is later. For employers certified after September 30, 2003, the appli-

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cation of the Municipal Pension Plan shall be the subject of negotiation between the parties.

41.02 The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical, Extended Health Benefits and Dental coverage. It is understood that this shall be at no cost to the Employer.

ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE

42.01 All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

ARTICLE 43 - SEVERANCE ALLOWANCE

43.01 Employees Who Qualify Defined

- (a) A severance allowance shall be paid to each employee who has completed ten (10) years' service and who:
- (1) Voluntarily leaves the Employer's workforce after his/her fifty-fifth (55th) birthday, or
 - (2) Was in the work force prior to April 1, 1963 and exercises the option of retiring under the provisions of the *Public Sector Pension Plans Act* and Municipal Pension Plan Rules at age fifty-five (55) or any subsequent age up to sixty (60), or
 - (3) Is terminated because the employee's services are no longer required due to closure of the health care facility, job redundancy, etc., except employees dismissed for cause, or
 - (4) Dies in service.
- (b) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period

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aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.

- (c) Eligibility shall not be dependent upon participation in or contribution to the Municipal Pension Plan.
- (d) Regardless of length of service, a severance allowance shall be paid to an employee (enrolled under the provisions of the *Public Sector Pension Plans Act* and Municipal Pension Plan Rules who is required to retire because of medical disability as defined under the *Public Sector Pension Plans Act* and Municipal Pension Plan Rules.
- (e) Regardless of length of service, in the case of an employee not enrolled in the Municipal Pension Plan, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the *Public Sector Pension Plans Act* and Municipal Pension Plan Rules.

43.02 Definition of Service Related to Calculation of Severance Allowance Monies

- (a) An employee's service shall be calculated from the initial date of employment (regardless of date of Union certification) as a regular full-time or regular part-time employee (Article 2.01- Definition of Employee Status) subject to the application of Article 34.03 and the following:
 - (1) An employee voluntarily terminating his/her service and who is later hired by another Employer within three hundred sixty-five (365) calendar days shall have continuous service for purposes of severance allowance, subject to (c) below;
 - (2) An employee whose service is terminated by the Employer (except employees dismissed for cause) and who is later hired within three hundred sixty-five (365) calendar days by the same employer or another certified Employer shall have continuous service for purposes of severance allowance, subject to (c) below.

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- (b) Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 34.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.
- (c) The same period of service cannot be used more than once for calculating severance allowance.

43.03 Calculation of Severance Allowance Monies

- (a) Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Proportionate payments shall be paid for service less than two (2) years as calculated in the following example:

If an employee has fifteen (15) years' service and 1000 into his/her sixteenth (16th) year, he/she shall be entitled to:

Fourteen (14) years' service	- 7 weeks
Fifteenth (15 th) year	- 2 ½ days
1000 hours additional	1000 X 2.5 days
	1879.2

or 1.33 days

Effective the first pay period between September 30, 2004 and October 13, 2004, the employee shall be entitled to:

Fourteen (14) years' service	- 7 weeks
Fifteenth (15 th) year	- 2 ½ days
1000 hours additional	1000 X 2.5 days
	1957.5

or 1.277 days

- (b) Length of service for part-time employees shall be calculated as follows:

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- (1) Total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service and effective September 30, 1993, for hours worked after the first pay period prior to September 30, 1993, total hours worked divided by thirty-six (36) hours to establish weeks of service, and then effective the first pay period between September 30, 2004 and October 13, 2004, total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service, then
 - (2) Weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- (c) In addition to the foregoing 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 calculated at the employee's rate of pay at leave.

ARTICLE 44 – VOLUNTEERS

44.01 It is agreed that Volunteers have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 45 - PRINTING OF THE AGREEMENT

45.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to employees.

The Agreement shall bear a recognized Union label.

The Union and Employer shall agree on the size, print, color and cover of the Agreement prior to it being printed.

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The Employer shall print the Agreement no later than 75 days after the completion of negotiations.

The Employer and the Union shall each bear one-half of the printing costs.

ARTICLE 46 - WAGE SCHEDULES, ATTACHMENTS AND

46.01 Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

46.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

46.03 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, 2015 to March 31, 2022.

46.04 Increments

- (a) Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.
- (b) All employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
- (c) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

46.05 Pay Days

Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- (a) Pay statements given to employees on their pay day shall include the designation of statutory holidays paid, the listing of all

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adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

- (b) Subject to paragraph (g) below, when a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.
- (c) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
- (d) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (e) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last day preceding the pay day provided the cheque is available at his/her place of work.
- (f) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.05.
- (g) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in his/her pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

46.06 Effective Date of Wages and Benefits

- (a) All new wages and benefits shall be effective from date of ratification, unless otherwise specified in this Collective Agreement.
- (b) Non-compensation changes will be effective sixty (60) days after the date of ratification unless otherwise specified in the Collective Agreement.

ADDENDUM #1

Re: Group Life Insurance Plan

See Article 40 - Employees formerly covered by other collective agreements will be governed by Group Life Insurance provisions, if any, found in their respective former collective agreements.

The Employer and the Union agree that the group life insurance plan shall be governed by the terms and conditions set forth below.

GROUP LIFE INSURANCE PLAN

Section 1 – Eligibility

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 Group Life Insurance Plan as a condition of employment.

Section 2 – Benefits

The Plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000.00) and standard 24-hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

Section 3 – Premiums

The cost of the plan shall be borne by the Employer.

ADDENDUM #2

Re: Long-Term Disability Insurance Plans

The Employer and the Union 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 EMPLOYER/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, the terms of this Plan are effective April 1, 1999.

*** Explanatory Note:**

There are two effective dates for defining an "existing claimant". For employees previously covered by the EMPLOYER/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:

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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.

Upon return to work following recovery, an employee who was on claim for less than nine-teen (19) months shall continue in his/her former job; an *employee* who was on claim for more than nineteen (19) 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 the first pay period between September 30, 2004 and October 13, 2004: 150 working hours) unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

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/EMPLOYER 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 - Employees on long-term disability shall be considered employees for the purposes of the Municipal Pension Plan in accordance with the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.

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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 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 the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

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

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(iii) Are 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 per cent (70%) of the first \$2,800 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$2,800 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$2,800 level is to be increased annually by the increase in the weighted av-

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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 per cent (70%) of the first \$2,800 of the current monthly earnings and fifty per cent (50%) on the current monthly earnings above \$2,800 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 \$2,800 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:

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- (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 19 months 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 eighty-five per cent (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 19 months(of disability. Thereafter, an employee who is able by reason of educa-

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tion, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy per cent (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.

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 per cent (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 per cent (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 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 per cent (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 off sets= | \$1,000.00 per month |
| | benefit | |
| (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= | 12.2% |
| | [(b/c) - 1] | |
| (e) | Residual Monthly Disability= | \$122.00 |
| | Benefit (a x d) | |

(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.

(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 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 nineteen (19) months 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 will-

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ing 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 Commit-

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tee 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 per cent (100%) of the 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, and shall have the ability to

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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 per cent (100%) of such earnings.

(6) Joint Rehabilitation Improvement Committee

During the term of the agreement, one (1) person from the Employer and one (1) person from the Healthcare Benefit Trust shall meet the two (2) representatives of the Union. 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 4 - Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (A)** War, insurrection, rebellion, or service in the armed forces of any country;

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(B) Voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of his/her regular occupation;

(C) Intentionally self-inflicted injuries or illness.

Section 5 - Integration with other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred per cent (100%) of such other disability income.

Other disability income shall include but is not limited to:

(A) Any amount payable under any *Workers' Compensation Act* or law or any other legislation of similar purpose; and

(B) Any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and

(C) Any amount of disability income provided by an compulsory act or law; and

(D) Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and

(E) Any amount of disability income provided by any group or union disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

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The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan.

Section 6 - Successive Disabilities

If following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Section 7 - Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage

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shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, his/her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

Section 8 - Benefits Upon Plan Termination

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 – Premiums

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

Section 10 - Waiver of Premiums

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

Section 11 – Claims

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Parties. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee 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 after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to fur-

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nish 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 the Employer and one person from the Health and Benefit Plan shall meet with two (2) representatives of the Union. 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 Union shall have access to any reports provided by the claims-paying agent regarding 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 13 - Collective Agreement Unprejudiced

The terms of the Plan set out above shall not prejudice the application or interpretation 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.

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(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
- (3) Not eligible for the LTD Plan Rehabilitation Provisions

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 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.

Section 15 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 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.

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 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:

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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 payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) 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 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).

ADDENDUM # 3

Re: Casual Employees

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) Vacation relief;
 - (2) Sick leave relief;
 - (3) Education relief;
 - (4) Maternity leave relief;
 - (5) Compassionate leave relief;
 - (6) Union business relief;
 - (7) Educational leave relief;
 - (8) Such other leave relief as is provided by the Collective Agreement; or
 - (9) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.
2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her posi-

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tion within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.

4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
- (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 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.

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 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.

5. Casual employees are entitled to all benefits of this Agreement except the following:

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- (1) Article 13 - Probationary Period;
 - (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09 and 14.10;
 - (3) Article 14.12 - Portability;
 - (4) Article 17 - Technological, Automation and Other Changes
 - (5) Article 18.01 - Employer's Notice of Termination;
 - (6) Article 19 - Scheduling Provisions except 19.01(e);
 - (7) Sections 21.09 and 21.10 of Article 21 - Overtime;
 - (8) Sections 28.03 and 28.04 of Article 28 - Vacations;
 - (9) Article 29 - Compassionate Leave;
 - (10) Article 30 - Special Leave;
 - (11) Article 31 - Sick Leave, WCB, Injury-On-Duty;
 - (12) Article 32 - Educational Leave;
 - (13) Article 33 - Jury Duty;
 - (14) Article 34 - Leave - Unpaid;
 - (15) Article 35 - Maternity Leave;
 - (16) Article 36 - Adoption Leave;
 - (17) Article 38 - Health Care Plans;
 - (18) Article 39 - Long-Term Disability Insurance Plan;
 - (19) Article 41 - Municipal Pension Plan, except as otherwise provided by legislation; and
 - (20) Article 43 - Severance Allowance.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
7. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been

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qualified to work in that job classification in descending order of hours worked.

- (2) The Employer shall call by either telephone or cellular phone (or pager by mutual agreement) only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Employers may agree at the local level to develop a system to contact eligible employees who are already at work. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
 - (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
8. Casual employees shall not be dismissed except for just and proper cause.
 9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

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- 10.(1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (3) Within two weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy:
 - (a) Of the master casual seniority list; and
 - (b) Of each classification registry maintained by the facility.
-
- 11.(1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

Effective September 30, 1993 casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours. In the calculation of probationary periods, hours worked before the first pay period prior to September 30, 1993 and after the first pay period between September 30, 2004 and October 13, 2004 will be based on four hundred and eighty-eight (488) hours.

- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Agreement.
- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall

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not be required to serve another probationary period under Article 13.

12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

- (1) Dividing his/her number of seniority hours by a factor of 7.5 (or by a factor of 7.0 in the event that the hours of work of regular employees under Article 20 shall be reduced to 35) which shall be deemed to be the number of days worked; and then

Effective September 30, 1993, for hours worked after the first pay period prior to September 30, 1993 dividing his/her number of seniority hours by a factor of seven point two (7.2) which shall be deemed to be the number of days worked; and then effective the first pay period between September 30, 2004 and October 13, 2004, divide seniority hours by a factor of 7.5; and then

- (2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
- (3) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Worker's Compensation Benefits.

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

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14.(1) Upon completion of one hundred and eighty (180) hours of work (effective September 30, 1993 to the first pay period between September 30, 2004 and October 13, 2004: 172.8 hours), casual employees shall be given the option to enroll in the following plans:

- (a) Medical services plan;
- (b) Dental plan;
- (c) Extended health plan.

An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.

(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. 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.

15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:

- (1) To determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then
- (2) To determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point five (7.5). (In the event that the hours of work of regular employees shall be reduced to thirty-five (35) under

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Article 20, this factor shall be reduced to seven (7.0).) Effective September 30, 1993 for hours worked after September 30, 1993 to the first pay period between September 30, 2004 and October 13, 2004, this factor shall be reduced to seven point two (7.2) hours.

16. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Articles 14.15, 27.10, 28.10, 30.02 and 31.14 of the collective agreement.

Sick leave credits accumulated under the provisions of Article 31.14 may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

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

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

**Re: Schedules with Work Days Greater than 7.5 Hours and
Up To and Including 8 Hours per Day**

The purpose of this Memorandum of Understanding is to vary or clarify the terms of the 2006-2010 Facilities Subsector Agreement between the parties so that an expanded work day/compressed work week can be introduced.

This Memorandum of Understanding is effective the first pay period between September 30, 2004 and October 13, 2004, for hours worked after this date, and applies to schedules with work days greater than seven and one-half (7.5) hours per day and up to and including eight (8) hours per day.

- (a) It is understood and agreed by the parties that the present position of the Employer and the employees will not be compromised by this Memorandum of Understanding. The employers and employees affected by this Memorandum of Understanding shall not lose or gain any benefit or benefits presently enjoyed under the terms of the Master Agreement.
- (b) It is understood and agreed by the parties that the introduction of this plan shall not work to the detriment of the Employer when related to part-time or casual employees. No employer or employee will receive pay or benefits superior to those negotiated in the Facilities Subsector Agreement for his/her classification

Cherington Place & HEU - April 1, 2015 to March 31, 2022

and status because of the fact of working an expanded work day/compressed work week.

- (c) It is understood and agreed by the parties that for the purposes of this Memorandum of Understanding, days have been converted into working hours where applicable, so that one (1) day shall equal seven and one-half (7.5) paid hours.

Example: Three (3) days' compassionate leave equals seven and one-half (7.5) hours times three (3) days = 22.5 working hours.

- (d) It is understood and agreed by the parties that regular full-time employees normally receive 1950 hours' pay in the fifty-two (52) week period commencing from the first scheduled shift in January.

For the purposes of calculating days off the employee will receive a minimum of one hundred and fifteen (115) days off (two (2) days per week plus a minimum of twelve (12) statutory holidays) in a fifty-two (52) week period commencing with the first scheduled work shift in January.

It is further understood and agreed that an employee may work a shift on the three hundred and sixty-fifth (365th) day or three hundred and sixty-sixth (366th) day (in a Leap Year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled then overtime shall not apply for same.

For the purposes of calculating the employees' hourly pay rate, the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{monthly rate} \times 12}{1950}$$

It is understood and agreed by the parties that the attached clause revisions are for administrative clarity and indicate the way which the expanded work day/compressed work week will be implemented. These revisions may be modified or expanded upon to comply

Cherington Place & HEU - April 1, 2015 to March 31, 2022

with the philosophy expressed in Section (a) of this Memorandum of Understanding.

Revisions to the Facilities Subsector Agreement for the purposes of this Memorandum are as follows:

Article 21- Overtime

21.03 If an employee works overtime on a Statutory Holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1.5) times the premium Statutory Holiday rate for all hours worked beyond the normally scheduled hours for that day.

Article 27 - Statutory Holidays

27.05 If an employee is required to work on one of the Government proclaimed Statutory Holidays listed in Article 27.01, the employee shall be paid at the rate of time and one half for all hours worked, and in addition, will receive seven and one-half (7.5) paid hours off.

SIGNED ON BEHALF OF
THE UNION

SIGNED ON BEHALF OF
THE EMPLOYER



Laurel Albina
Negotiator

DATE SIGNED

MARCH 9, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

Re: Manual Lifting

The Parties agree to establish a goal of eliminating all unsafe manual lifts of patients/residents through the use of mechanical equipment, except where the use of mechanical lifting equipment would be a risk to the well-being of the patients/residents.

The Employer shall make every reasonable effort to ensure the provision of sufficient trained staff and appropriate equipment to handle patients/residents safely at all times, and specifically to avoid the need to manually lift patients/residents when unsafe to do so. If the use of mechanical equipment would be a risk to the well-being of the patients/residents, sufficient staff must be made available to lift patients/residents safely.

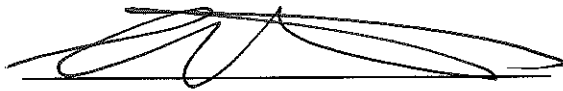
The parties agree to take the following immediate steps through the Occupational Health and Safety Agency for Healthcare to achieve this goal throughout the subsector.

- (a) Work in partnership with the Workers' Compensation Board, the Ministry of Health and others to establish a financing framework to make funds available to purchase the necessary mechanical equipment;
- (b) Finalize and distribute clear industry guidelines for safe patients/residents handling;

Cherington Place & HEU - April 1, 2015 to March 31, 2022

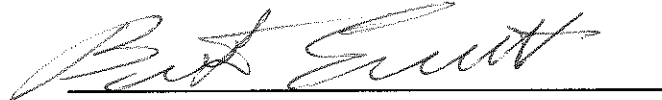
- (c) Encourage the full participation of the local joint Occupational Health and Safety Committee in the development, implementation and on-going monitoring of this goal;
- (d) Recommend to the Ministry of Health that all new health care facilities be equipped with appropriate lifting equipment;
- (e) Produce an annual report card on the progress to date including specific recommendations for the coming year.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

Re: Scheduling for Union Activity

WHEREAS the Parties recognize that there may be some benefit in scheduling a reasonable amount of paid time off for union members who are engaged in union activity resulting from collective agreement obligations such as, involvement with the OH & S Committee, Labour Adjustment Committee and the Labour Management Committee;

AND WHEREAS the Parties recognize that the amount of time which would be considered reasonable varies depending upon a number of circumstances, including the size of the employer, the nature of the operation and day to day circumstances of the facility;

AND WHEREAS the parties recognize that the purpose of scheduling a reasonable amount of paid time off is to ensure the efficient operation of the Employer's business, the promotion of harmonious labour relations and to ensure that union representatives on such committees are prepared for and productively participate in such meetings;

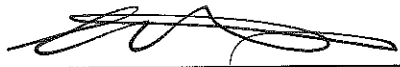
NOW THEREFORE the Parties agree as follows:

The Parties agree at the local level to meet and discuss the need to designate a reasonable amount of scheduled paid time for employees who act as union representatives on the OH & S Committee,

Cherington Place & HEU - April 1, 2015 to March 31, 2022


Labour Adjustment Committee and the Labour Management Committee.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016
DATE SIGNED

MEMORANDUM OF UNDERSTANDING #4

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

Re: Professional Responsibility for LPN's

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

- A. Care concerns;
- B. Safety of residents and staff; and
- C. Workload.

Step One:

An employee with a concern will discuss the matter with his/her excluded supervisor or designate with the objective of resolving the concern. At his/her request, the employee may be accompanied by a shop steward.

Step Two:

If the matter is not resolved to his/her satisfaction, the employee may submit the Professional Responsibility Complaints Form to his/her excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of his/her discussion with his/her excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Head of Nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

Cherington Place & HEU - April 1, 2015 to March 31, 2022

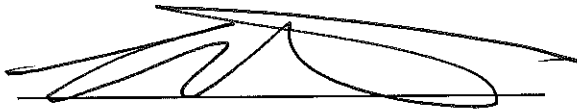
Step Three:

If the matter is not resolved to the employee's satisfaction, the employee may re-submit the Professional Responsibility Complaints Form to the Administrator, the Head of Nursing, and the Union. The Administrator and/or the Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Administrator and/or Head of Nursing or a designate from nursing shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

Step Four:

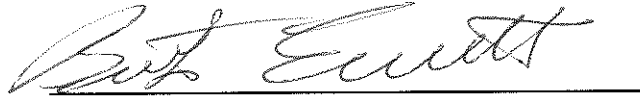
If the matter remains unresolved the employee may talk with the Union about pursuing the matter to trouble-shooter for resolution.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #5

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

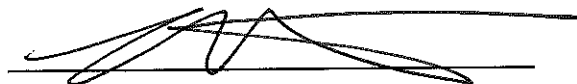
EMPLOYER

Re: Shift Scheduling and Rotations for LPN's and Care Aide

The parties agree there is value in Employers considering the preferences of LPN's and Care Aides during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction.

Accordingly, Employers shall consider the preferences of LPN's and Care Aides in the development of schedules and rotations that address employee concerns, that enhance patient/resident care, and that meet operational requirements.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 9, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #6

BETWEEN

HOSPITAL EMPLOYEES' UNION

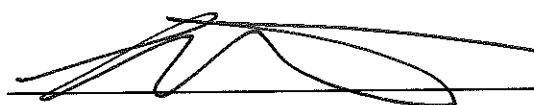
AND

EMPLOYER

Re: Free Parking

The past and present practice of Belvedere Care Centre respecting free parking for employees is to be continued as far as practicable, and subject to the continued availability of suitable prepared parking space.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #7

BETWEEN

HOSPITAL EMPLOYEES' UNION

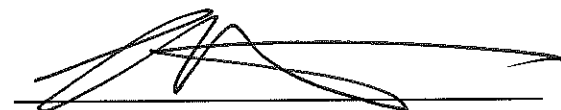
AND

EMPLOYER

Re: Beverages

The Employer agrees that the past and present practice of making beverages available at no charge to employees will continue.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016
DATE SIGNED

MEMORANDUM OF UNDERSTANDING #8

BETWEEN

HOSPITAL EMPLOYEES' UNION

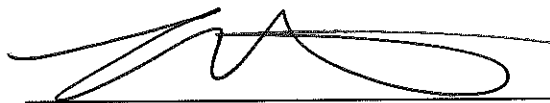
AND

EMPLOYER

**Re: Article 38 – Health Care Plans – (ii) Extended Health
Care Plan for those on staff as of the date of ratification.**

1. No deductible
2. 100% reimbursement of eligible expenses
3. Prescription contraception coverage

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016
DATE SIGNED

MEMORANDUM OF UNDERSTANDING #9

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

Re: No Contracting Out

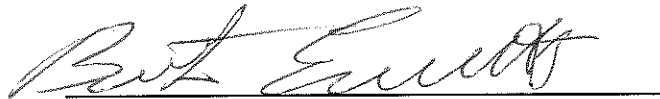
It is agreed that the Employer will not lay off employees as a result of contracting out. This MOU expires with the negotiation of a new collective agreement.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #10

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

Re: Article 43 – Severance Allowance

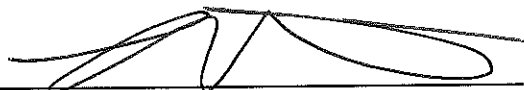
Regular employees on staff as of April 25, 1990, shall be covered by the following:

Regular Full-time and regular part-time employees with ten (10) or more continuous years of service shall receive one (1) week's pay for every year of full-time employment or a proportionate amount according to the time worked, upon termination of their services with the employer. This provision does not apply to employees dismissed for cause.

All employees hired after April 25, 1990, shall be covered by the provisions of Article 43 – Severance Allowance.

SIGNED ON BEHALF OF
THE UNION

SIGNED ON BEHALF OF
THE EMPLOYER



Laurel Albina
Negotiator



DATE SIGNED

MARCH 3, 2016
DATE SIGNED

MEMORANDUM OF UNDERSTANDING #11

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

EMPLOYER

Re: Article 46 – WAGE SCHEDULE

All employees on staff on the date of ratification will have their wages red-circled and will receive all general wage increases throughout the life of the collective agreement.

New Hire Wage Schedule

CLASSIFICATION	STEPS	1-Apr-15	1-Apr-19 1% G.W.I.
LPN	Start	22.97	23.20
	Post probation	23.67	23.91
	1951- 3900 hrs	24.42	24.66
	3901 plus hrs	25.87	26.13
	Hires prior to 2011 Ratification	25.95	26.21
Care Aides	Start	20.06	20.26
	Post probation	20.70	20.91
	1951- 3900 hrs	21.32	21.53
	3901 plus hrs	21.95	22.17
	Hires prior to 2011 Ratification	22.99	23.22

April 1, 2016 – lump sum payment of 1% based on hours worked since April 1, 2015.

Cherington Place & HEU - April 1, 2015 to March 31, 2022

April 1, 2017 – lump sum payment of 1% based on hours worked since April 1, 2016.

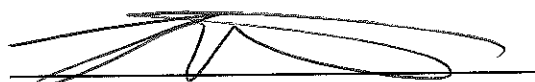
April 1, 2018 – lump sum payment of 1% based on hours worked since April 1, 2017.

April 1, 2019 – wage schedule increase by 1%.

There shall be a wage and benefit reopener as of April 1, 2020. All provisions of the Collective Agreement and its Appendices shall continue until March 31, 2022. Any unresolved wage and benefit proposals shall be referred to a mediator. Failing agreement through mediation the outstanding compensation proposals shall be referred to arbitration (see Article 11) for final and binding agreement.

This Memorandum of Agreement expires on March 31, 2022.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #12

Between the

HOSPITAL EMPLOYEES' UNION (HEU)

And

CHERINGTON PLACE

Re: Article 20 – Hours of Work – Fixed shifts

The Employer agrees to continue the practice of employees working specific fixed shifts.

In the event an employee exercises seniority rights to transfer to a vacant position on another shift, the provisions of the preceding paragraph will apply.

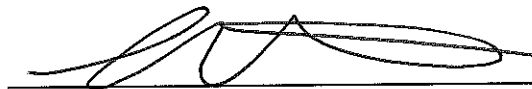
Notwithstanding the above, the Employer may designate in reverse order of seniority, an employee to work temporarily on another shift in order to meet minimum staffing requirements per shift.

The Employer will make every effort both to avoid such a designation being made and to ensure that it is discontinued as soon as possible.

In addition, the Employer may require any employee who regularly works a fixed shift to rotate into a different shift for a maximum of one per year.

Employees on fixed shifts who are regularly scheduled to work a weekend or portion of a weekend shall not be entitled to weekend shift differential.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina, Negotiator

DATE SIGNED

SIGNED ON BEHALF OF
THE EMPLOYER



MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #13

Between the

HOSPITAL EMPLOYEES' UNION (HEU)

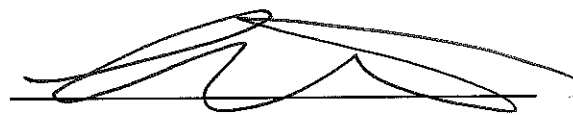
And

CHERINGTON PLACE

Re: Article 16.01 – Job Postings and Applications

Regular and casual employees shall be required to complete their temporary assignment prior to accessing other temporary positions unless the new temporary assignment includes higher rates of pay or more hours per week.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #14

Between the

HOSPITAL EMPLOYEES' UNION (HEU)

And

CHERINGTON PLACE

Re: Addendum #3 – Casual Employees

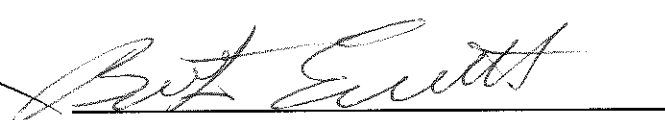
1. Casual employees shall provide the employer with a monthly availability list by the 15th day of each month for the subsequent month.
2. The employer is obliged to call an employee **only** for those days and shifts the employee has identified as being available.
3. A casual employee may be removed from the casual list if they have not accepted a shift for a period of the three (3) months.
4. Before being removed from the casual list the employer shall mail a certified letter to the employee's last known address requesting the employee contact the employer within two (2) weeks.
5. Casual employees who accept a shift have the same obligation to fill the shift as a regular employee.

SIGNED ON BEHALF OF
THE UNION



Laurel Albina
Negotiator

SIGNED ON BEHALF OF
THE EMPLOYER



DATE SIGNED

MARCH 3, 2016

DATE SIGNED

MEMORANDUM OF UNDERSTANDING #15

Between the

HOSPITAL EMPLOYEES' UNION (HEU)

And

CHERINGTON PLACE


Re: Addendum #3 – Casual Employees – Electronic call out

The Union and the employer shall meet within three (3) months of signing the collective agreement to discuss an implementation schedule and plan for electronic call outs.

These discussions shall be on a without prejudice basis with the intention of rolling out an electronic call-out system that may, with thirty (30) days' notice, be cancelled by either the Union or the employer at any point during the term of the agreement.

SIGNED ON BEHALF OF
THE UNION

SIGNED ON BEHALF OF
THE EMPLOYER



Laurel Albina
Negotiator

DATE SIGNED

MARCH 3, 2016
DATE SIGNED

Memorandum of Agreement

Between Cherington Intercare Inc. and

The Hospital Employees' Union

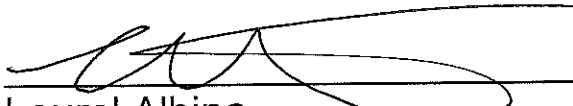
Without Prejudice or Precedent

1. This agreement is in regards to Margaret Willerton and Inderjit Gill
2. The named members currently work a 7.75 hour day on a rotational basis of four days on, two days off.
3. The named members currently have a FTE of 1.0
4. The named members will be changing to a 7.5 hour day on a rotational basis of four days on, two days off.
5. The named members will maintain their FTE of 1.0
6. The named members will receive 10 vacation days (75 hours) in lieu of the reduced hours per day.
7. The named members acknowledge that this may change their yearly worked hours, their pensionable earnings and their bi-weekly and yearly income.
8. The members retain the right to return to their previous schedule of 7.75 hours per day by giving up the vacation days received in lieu with proper notice given to the parties of this Agreement.
9. Accumulation of the increased vacation hours will commence upon signing of the Agreement.


Signed on the ____ of _____, _____

For the Union:


For the Employer:

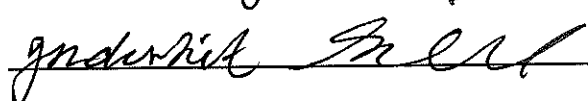


Laurel Albina
Representative



Annamae Clarke
Operations Manager

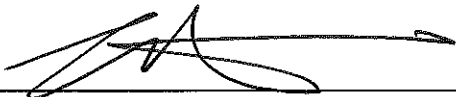
Margaret Willerton: 

Inderjit Gill: 

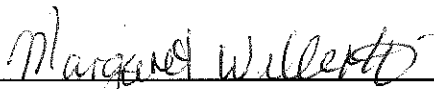
**SIGNED ON BEHALF OF
THE UNION**



Ned Burke
Coordinator of Private Sector
Membership Services



Laurel Albina
Negotiator



Margaret Willerton
Bargaining Committee



Courtney Turnbull
Bargaining Committee

DATE SIGNED

**SIGNED ON BEHALF OF
THE EMPLOYER**



Bert Evertt
President/CEO



Annamae Clarke
Operations Manager



Peter Kafka
Consultant

MARCH 3, 2016

DATE SIGNED