



**COLLECTIVE AGREEMENT**

**BETWEEN**

**REVERA LONG TERM CARE INC.  
Operating as Capilano Care Centre**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**April 1, 2014 – March 31, 2019**

**Note: underlined text is new language for 2014-2019**

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## **ARTICLE 1 – PREAMBLE AND PURPOSE**

### **1.01 Purpose of Agreement**

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment, including wages, hours of work, benefits and general working conditions effecting employees covered by the Agreement.

### **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.

### **1.03 Use of Feminine and Singular Terms**

Wherever the feminine or singular is used, the same shall be construed as including the masculine or plural unless otherwise specifically stated.

## **ARTICLE 2 – DEFINITIONS**

### **2.01 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 seniority 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 Licensed Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and holds a current licence from the College of Licensed Practical Nurses of British Columbia (CLPNBC).

**2.03 Spouse**

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

**2.04 Employer**

"Employer" means Capilano Care Centre.

**ARTICLE 3 - GENERAL CONDITIONS**

**3.01 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.

**3.02 Legislation**

In the event that any 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, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

### **3.03 Article Headings**

In this Agreement titles shall be descriptive only and shall form no part of the interpretation of the Agreement. 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.

### **4.02 Harassment**

- (A) The Employer and the Union agree to foster and promote a workplace environment free from 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.
- (B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **4.03 Procedure for Filing Complaint**

- (A) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (B) All persons involved in a complaint under these provisions shall

hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

- (C) The Employer shall investigate the allegations within thirty (30) days of initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action if any, they intend to take. The Union and the Employer agree that timelines for the purposes of the grievance procedure will be held in abeyance until the conclusion of the thirty (30) day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.
- (d) Both during and following the conclusion of the investigation the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (E) All documents and materials relevant to an investigation shall be provided to the Union upon request.
- (F) Disputes resulting from actions under this Article may be submitted to any of the third party resolution processes under Articles 9, 10 or 11 of the Collective Agreement.
- (G) Nothing in this Article limits an employee's right to take a complaint to the British Columbia Human Rights Tribunal.

## **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

### **5.01 Sole Bargaining Agent**

The Employer recognizes the Hospital Employees' Union as the sole bargaining agent 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 Collective Agreement.

### **5.02 Union Shop**

- (a) The Employer is authorized and shall deduct in each pay period,

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an amount equal to union dues from each employee's pay. An employee shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues, assessments, initiation fees and written assignments, payable to the Union by a member of the Union. The deduction for dues shall commence within thirty (30) days of the initial date of hire.

- (b) The Employer shall remit any dues deducted within twenty-one (21) days of the deduction to the Union's Provincial Office with a list of all employees within the bargaining unit and the amount of dues deducted or equivalent money currently being deducted from every employee.

The Home will send to the Union's Provincial Office bimonthly, a list of the employees at the site who have left the employ of the home and has been designated as terminated (and shall include discharges, resignations, retirements and deaths).

- (c) The total amount of all deductions paid to the Union by an employee shall be indicated on the employee's T4 slip, without charge and by March 1<sup>st</sup> of the year following each taxation year.
- (d) 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.

The Employer will advise the Union in writing if an employee fails to maintain union membership or union dues within thirty (30) days of the occurrence. The Union shall advise the employee. If noncompliance continues the Employer shall terminate the services of the employee within thirty (30) days of written confirmation from the Union.

- (e) In the event an employee is terminated pursuant to this section, the following collective agreement 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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- (f) Twice every calendar year, in April and October, the Employer shall provide the provincial union office in Excel format, with a paper copy to the local chair, a list of all employees in the bargaining unit, their job classification, their employment status, the Employer's employee numbers, their addresses and their telephone numbers known to the Employer to memberupdates@heu.org.

**5.03 Induction**

The Employer shall advise the Union's designated representative the names of new employees hired. A union designate will meet with the new employee(s) during regular working hours for a period not to exceed fifteen (15) minutes. The union representative will be informed of the date, time and place of the meeting. This meeting will also be held during the first thirty (30) days of employment. The union representative and employee(s) shall have time off at their basic rate of pay (not overtime) to attend this meeting, even in cases where the meeting is scheduled outside of and in addition to the scheduled work of the employees.

**5.04 Shop Stewards**

- (a) The Employer recognizes the Union's right to select stewards or Union Committee members to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer shall recognize up to four (4) stewards elected or appointed by the Union at the worksite.
- (b) 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.

**5.05 Badges**

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

**5.06 Bulletin Board**

A bulletin board located in a conspicuous place of access to the

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employees shall be supplied by the Employer for the use of the Union. The Union shall use the board for the posting of Employer/Union business only.

**5.07 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.

**5.08 Union Advised of Changes**

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

**5.09 Notice of Union Representative Visits**

The Union shall provide reasonable notice and if known, specify the anticipated duration of the visit to the Employer when a Senior Union Official or his/her designated representative intends to visit the Employer's place of business for the purpose of conducting Union business.

Such visits shall not interfere with the normal operations of the worksite.

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01 Management Rights**

The management of the Employer's business, and the direction of the workforce, 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 or distributed to employees, provided such rules are not in conflict with this Agreement.

## **ARTICLE 7 EMPLOYER PROPERTY AND INDEMNITY**

### **7.01 Return of Employer Property**

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 the articles not returned.

### **7.02 Indemnity**

Except where there has been negligence on the part of the employee, the Employer will:

- a) Exempt and save harmless employees from any liability action from the proper performance of his/her duties for the Employer; and
- b) Assume all costs, legal fees and other expenses arising from any such action.

### **7.03 Employer to Repair or Replace**

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 resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

### **7.04 Responsibility to Provide Supplies**

The Employer will provide in good repair the necessary supplies and equipment to ensure employees may safely perform their duties.

## **ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE**

The Employer and the Union agree to establish a Labour Management Committee consisting of representation of up to three (3) union members and up to three (3) Employer representatives. The Parties shall appoint one (1) alternate representative. On the written request of any of its members, the Labour Management Committee shall meet to discuss issues relating to the workplace that affect the Parties or any employee bound by this agreement. If required, a Union staff representative and a Company representative may attend such meetings.

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The purpose of the Labour Management Committee is to promote the cooperative and prompt resolution of workplace issues, to foster the development of work related skills, and to promote workplace productivity.

Employees shall receive regular wages at straight time for time spent in attendance at such meetings.

The Parties shall make every effort to exchange written agendas at least one (1) week prior to the meeting.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Union Representation**

No Shop Steward, local executive member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward or local executive member discussions shall take place where 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 local executive member wishes to discuss the grievance with that employee, the employee and the Shop Steward or local executive 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.

Shop Stewards or local executive 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 local executive 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**

- (a) 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.
- (b) In cases where disciplinary documents relate to resident 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.

**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 local executive 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:**

**A** 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 local executive 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
- (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:

**B** Grievances of a general nature may be initiated by a member of the local executive in step two of the grievance procedure outlined in Article 9.04.

**9.04.04 Step Three:**

The Labour Management Committee 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 Employer 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 a third party for resolution within thirty (30) calendar days.

#### **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 a third party as set out in this agreement.

#### **9.06 Dismissal/Suspension for Alleged Cause**

The Employer will provide to the Union Office and the local executive, a copy of the letter at the time it is given to the employee. 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 it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions 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 arbitrator 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 Grievance Mediator**

**9.09.01 Issues Referred to Grievance Mediator**

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 a Grievance Mediator.

**9.09.02 Roster**

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

Chris Sullivan	Joan Gordon
Elaine Doyle	Robert Diebolt

**9.09.03 Roles/Responsibilities of Grievance Mediator**

At the request of either party, the Grievance Mediator 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 the mutual agreement of the parties:

- |                   |                   |
|-------------------|-------------------|
| 1. Joan Gordon    | 2. Chris Sullivan |
| 3. Robert Diebolt | 4. Judi Korbin    |
| 5. Elaine Doyle   |                   |

### **10.02 Expedited Arbitrations**

#### **A 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;
- (4) Policy grievances;
- (5) Grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) Grievances requiring presentation of extrinsic evidence;
- (7) Grievances where a party intends to raise a preliminary objection; and
- (8) 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.

#### **B 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.

#### **C Process**

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

#### **D Agreed to Statement of Facts**

The parties will endeavor to reach an agreed to statement of facts

prior to the hearing.

**E 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.

**F 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.

**G Issuance of Report**

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within five (5) working days of the hearing.

**H 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 expedited arbitration cases made prior to hearing shall be without prejudice.

**I Fees**

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

**J Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an Arbitrator 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.

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**

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 twenty-one (21) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

- |                |                   |
|----------------|-------------------|
| 1. Joan Gordon | 2. Judi Korbin    |
| 3. Wayne Moore | 4. Chris Sullivan |

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 Binding Decision**

The Arbitrator shall hear and determine the grievance and issue a decision which is final and binding on the parties and any person affected by its decision, within twenty-one (21) days of the conclusion of the hearing. Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall make every effort to do within seven (7) days.

### **11.03 Authority of the Arbitrator**

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

### **11.04 Time Limit for Decision of the Arbitrator**

The Arbitrator 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 Arbitrator 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 Arbitrator may determine summarily the amount of time required for the attendance of any witness.

**11.06 Arbitrator Fees and Expenses**

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

**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 a Union Official with the written authority of the employee, shall be entitled to review the employee's personnel file,

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.

### **ARTICLE 13 - PROBATIONARY PERIOD**

**13.01** For the first 488 hours of work 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 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.

An employee who is successful in a temporary job posting will not bid for another temporary posting until they have completed the original posting or six (6) months in the posting, whichever occurs first.

#### **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 one (1) month.

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 one (1) 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 seniority 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.

#### **14.05 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 structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All prerequisites (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 prerequisites 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 Portability**

##### **14.12.01 Probation**

Any new employee who, within three (3) months previous to being hired by the Employer, worked for any of the Employer's shall be required to serve a probationary period in accordance with Article 13. Upon completion of the probationary period, the employee shall be credited with portable benefits as defined below.

##### **14.12.02 Portable Benefits**

###### **(a) Wages**

Previous service in a similar position classification shall be recognized and the employee shall proceed to the increment step commensurate with his/her accumulated seniority. Credit given for such service shall carry with it the previous anniversary date.

###### **(b) Annual Vacations**

Vacation entitlement earned during previous employment shall be credited to the employee, and vacations granted shall be in accordance with such previous entitlement (Articles 27.01 and 27.02).

###### **(c) Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from his/her previous employment, and shall be entitled to sick leave in accordance with the provisions of Article 30, commensurate with his/her accumulated seniority.

#### **14.13 More Favourable Rate or Condition**

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

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

**A Job Descriptions**

- (1) The position of each employee shall be assigned to an appropriate job description.
- (2) 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 Union and the local representative 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.
- (3) Each employee shall be provided with a copy of the agreed to job description for his/her position.

**B Notice of new and changed positions**

**Establishment of New Job or Changes to a Job**

- (1) Prior to the establishment of a new job, or making a material change to a job the Employer shall:
  - (a) Write a new job description;
  - (b) Develop a wage scale; and/or
  - (c) Assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description or revised job description and classification shall be

- submitted to the Union and the local representative.
- (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 or wage scale submitted by the Employer, the job description and/or classification or wage scale shall be deemed to be established.

**New or Changed Positions**

- (1) 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. Prior to notice being served the Parties will meet to discuss options.
- (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 local representative designated by the Union shall complete the "Job Review Request Form" 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 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 local representative and 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 Expedited Arbitration.
- (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 Expedited 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 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) **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**

- (A) If a new position is created, or a vacancy occurs that will last 60 days or longer, it will be posted for seven (7) calendar days in a manner in which all union members have access to the posting. The information on the posting will include:
- 1) The job classification
  - 2) Wage rate
  - 3) Full-time equivalency

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- 4) Days and hours of work, including start and stop times and days off
- 5) Start date
- 6) Qualifications
- 7) Area(s) of work

When the position is posted a copy of the posting will be provided to the local union executive. All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

The Employer shall post the name of the successful applicant in the same manner as the original posting.

- (B) Vacancies less than 60 days in duration shall be filled as follows:
- 1) Planned Vacancies:
    - a) Planned vacancies, those in which the Employer has seven (7) or more days advanced notice, of one (1) to fifty nine (59) days in length, will be offered, in order of seniority, to qualified regular employees who have indicated in writing their desire to work such a vacancy. The regular employee's work schedule may be/will be adjusted to ensure there is no overtime costs to the employer.
    - b) Any vacancy created by the application of 16.01(b) 1) may be filled by a casual employee as per the casual addendum.
  - 2) Unplanned Vacancies:
    - a) Unplanned vacancies, those in which the Employer has less than seven (7) days advance notice, may be filled by a casual employee for the first seven (7) days.
    - b) A vacancy and/or block of work will end with the return of the incumbent.
    - c) If a vacancy is extended beyond the original request, for example, WCB, sick

leave, each subsequent extension will constitute a new request. When the vacancy has existed for 60 days it will be posted as per 16.01.

- 3) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in 16.01 shall be considered unavailable for such temporary vacancy.
- 4) A part-time employee who has accepted a temporary vacancy referred to in 16.01(b) which conflicts with a casual assignment shall be considered unavailable for such casual assignment.
- 5) Where an employee declines an offer to work specified shift(s) and/or day(s) under 16.01(b) the Employer need not offer the aforementioned shift(s) and/or day(s) again to that employee.

#### **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**

One copy 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 by 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.

**17.01.02 Consultation for non-contracting out changes**

The Employer shall provide notice and relevant information to the Union sixty (60) days in advance of an anticipated change which will affect the employment of employees in the bargaining unit.

The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising may be accommodated. The parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

**17.01.03 Labour Management Committee Duties**

The Labour Management Committee constituted shall ensure that health reform objectives are advanced; inefficiencies and utilization are reduced or eliminated; and employee workloads are not excessive or unsafe. Other issues that can be dealt with include training and retraining programs.

This committee may seek the assistance of external training resources such as the Federal Human Resources Development Canada and Provincial Ministry of Labour, or other recognized training institutions.

**17.02 Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when all or part of his/her services are 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 reduced or eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, 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. Bumping rights shall be exercised within seven (7) working days of notification of layoff/displacement by providing written notice to his/her manager.

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.

If a displaced employee finds there is no satisfactory position available for him/her, he/she may elect layoff.

### **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 or retirement. If there are no interested employees, 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.

An employee who is laid off in accordance with this Article will have the option of having his/her name included on the casual call-in list.

Such laid off employee shall notify the employer in writing of his/her desire to be placed on the casual call-in list.

## **17.06 Layoff Notice**

### **17.06.01**

The Employer shall give regular employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) Less than two (2) years' seniority – Two (2) weeks' notice;
- (b) Two (2) years seniority but less than four (4) years' seniority – Four (4) weeks' notice;
- (c) Four (4) years seniority but less than eight (8) years' seniority – Eight (8) weeks' notice;
- (d) Eight (8) or more years' seniority - Twelve (12) weeks' notice;

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

### **17.06.02**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of eighteen months. Benefit costs shall be borne by the employee after the first 20 work days of layoff. The employee will be recalled if she/he 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 required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

## **17.07 Labour Relations Code**

The present agreement fulfils the requirements of Section 54 of the *Labour Relations Code*.

**17.08 Contracting Out**

- (a) Except in the case of an emergency the Employer agrees to give the Union notice in writing, at least one hundred and eighty (180) days prior to contracting out any work that may result in the layoff of any employee in the bargaining unit.
- (b) Discussions will commence between the parties within twenty (20) days of such notice and every reasonable effort will be made to providing continuing employment for affected employees.
- (c) The Employer will give employees subject to layoff due to contracting out of any bargaining unit work one hundred and eighty (180) days written notice or normal pay for that period in lieu of notice.
- (d) In the event the Employer decides to bring back the work in house during the eighteen (18) month recall period, the recall provisions pursuant to Article 17.06.02 will be applicable.

**ARTICLE 18 – TERMINATION OF EMPLOYMENT**

**18.01 Employer's Notice of Termination**

The Employer shall give regular employees twenty-eight (28) calendar days' notice in writing or pay in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

**18.02 Employee's Notice of Termination**

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

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.

### **18.03 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.
- (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 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).

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- (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.

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 and one-half (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 sixteen (116) 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 sixteen (116) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred sixteen (116) 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.

(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 two (2) 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 and one-half (7-1/2) 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 which, 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.
- (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

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(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 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

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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 AND WEEKEND 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** A regular employee 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.

**ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT**

**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 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 - TRANSPORTATION ALLOWANCE**

**25.01** 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 as per the Employer's travel policy.

**25.02** At no time will the Employer require an employee to use his/her own motor vehicle to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage.

## **ARTICLE 26 - STATUTORY HOLIDAYS**

### **26.01 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:

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

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred sixteen (116) 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 sixteen (116) 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 sixteen (116), except that he/she shall not again be paid for any day for which

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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.

**26.02 Super Stats**

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

**26.03** 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.

**26.04** Employees required to work on scheduled days off will receive pay at the rate of double time for the time worked, but will not have the day off rescheduled.

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

**26.06** If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred sixteen (116) days off that his/her period of service in the year bears to a full year.

**26.07** 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.

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

**26.09** 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.

**26.10 Part-Time Employees**

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

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

**ARTICLE 27 – VACATIONS**

**27.01 Vacation Entitlement**

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

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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.

Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service - 18 work days' vacation  
2 years' continuous service - 18 work days' vacation  
3 years' continuous service - 18 work days' vacation  
4 years' continuous service - 18 work days' vacation  
5 years' continuous service - 19 work days' vacation  
6 years' continuous service - 20 work days' vacation  
7 years' continuous service - 21 work days' vacation  
8 years' continuous service - 22 work days' vacation  
9 years' continuous service - 23 work days' vacation  
10 years' continuous service - 24 work days' vacation  
11 years' continuous service - 25 work days' vacation  
12 years' continuous service - 26 work days' vacation  
13 years' continuous service - 27 work days' vacation  
14 years' continuous service - 28 work days' vacation  
15 years' continuous service - 29 work days' vacation  
16 years' continuous service - 30 work days' vacation  
17 years' continuous service - 31 work days' vacation  
18 years' continuous service - 32 work days' vacation  
19 years' continuous service - 33 work days' vacation  
20 years' continuous service - 34 work days' vacation  
21 years' continuous service - 35 work days' vacation  
22 years' continuous service - 36 work days' vacation  
23 years' continuous service - 37 work days' vacation  
24 years' continuous service - 38 work days' vacation  
25 years' continuous service - 39 work days' vacation  
26 years' continuous service - 40 work days' vacation

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

Those employees employed before the date of ratification of February 10, 2012 shall not lose any vacation entitlements that they have accrued. If with the years' of continuous service the employee is already receiving more than what is noted above, that employee will have his/her vacation entitlement frozen until the years of service provides a greater entitlement. For employees receiving more than 40 vacation days, that entitlement shall remain for the remainder of that employee's career with the Employer but shall not increase.

#### **27.02 Supplementary Vacations**

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

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

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

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

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

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

### **27.03 Vacation Period**

Vacation time earned up to July 1st as indicated in Articles 27.01 and 27.02 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.

### **27.04 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:

- (a) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (b) 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.

**27.05 Vacations Non-Accumulative**

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

**27.06 Vacation Entitlement Upon Dismissal**

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

**27.07 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.

**27.08** 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.

**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:

Regular part-time Employees hired after the date of ratification, February 10, 2012, shall be credited with seven point two percent (7.2%) 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 27.01 and 27.02.

**ARTICLE 28 - COMPASSIONATE LEAVE**

**28.01** Compassionate leave of absence of three (3) days with pay

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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, 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 29 - SPECIAL LEAVE**

**29.01** Effective the first pay period between September 30, 2004 and October 13, 2004, 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).

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 180 hours as of the first pay period prior to September 30, 1993, up to and including the previous maximum of 187.5 hours, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 180 hours, no further credit shall be earned until the accumulated balance is reduced below 180 hours, in which event the accumulation of special leave credits will be reinstated, but the accumulated balance shall not again exceed 180 hours.

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.

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- (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.

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.

**29.02 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 ( $2 \frac{3}{5}$ ) 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 30 - SICK LEAVE, WCB, INJURY-ON-DUTY**

**30.01** 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*.

**30.02** Sick leave credits with pay shall be granted on the basis of one and one-half (1-1/2) work days per month, cumulative up to one hundred fifty-six (156) work days. Upon completion of the 488 hours 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 eleven hundred and seventy (1,170) hours.

**30.03** 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.

### **30.04 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/WorkSafe 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.

**30.05** 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.

**30.06** 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.

**30.07** 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.

**30.08** 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.

**30.09** 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.

**30.10** All sick leave credits are cancelled when an employee terminates his/her employment except when an employee transfers

to another health care institution in accordance with Article 14.12.02(c) and except as provided in Article 30.11 below.

**30.11 Cash Pay-Out of Unused Sick Leave Credits**

Upon retirement or voluntary leave from the workforce as defined in Article 42, 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 retirement.

**30.12 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.

**30.13 Part-Time Employees**

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

## **ARTICLE 31 - EDUCATIONAL LEAVE**

### **31.01 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 substantiated expenses, incurred in taking the course and/or examination shall be paid by the Employer.

### **31.02 In-Service Education**

The parties recognize the value of in-services and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages at straight time.

### **31.03 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) The Employer shall respond to such requests in writing.

### **31.04 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.

- (c) Paid education leave may be utilized to attend courses which are necessary to maintain an employee's current certification, registration or licence. It may also be utilized to sit exams for relevant professional courses.
- (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 15.0 hours. Premium pay does not apply under this article. Paid education leave is not to exceed two (2) days (15.0 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year.

#### **ARTICLE 32 - JURY DUTY**

**32.01** A regular employee who is subpoenaed by the law for jury duty, or as a witness for the Crown or the defense (not being himself/herself a party to the proceeding), shall be granted a paid leave of absence equal to the length of the court duty. 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 33 - LEAVE – UNPAID**

##### **33.01 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.

##### **33.02 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

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.

**33.03 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.

**33.04 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

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- such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (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.
  - (g) All Employees who are employed by the Hospital Employees' Union on a regular full time basis after the date of ratification of February 10, 2012 shall be subject to the following:
    - i. Maximum of 24 months unpaid leave of absence during which time the employee will accrue seniority but not service.
    - ii. After 24 months, the employee's position may be posted on a permanent basis.
    - iii. The employee will be placed on the seniority list with the seniority hours accrued up until the end of 24 months.
    - iv. If the employee returns to employment with the Employer after her/his position has been posted permanently she/he will be given bumping rights for the positions that she/he has the required

- qualifications and skills.
- v. Employees will not be credited with service for the time served as a regular employee of the Hospital Employees' Union.
- vi. Employees returning to work with the Employer will have their previously accrued seniority and service credited and thereafter, accrue both as they are earned.

The two employees hired into regular full-time employment before the ratification of the 2010-2014 collective agreement will continue to receive the rights contained in the 2006 – 2010 Health Services and Support Facilities Subsector Collective Agreement.

### **33.05 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 34 - MATERNITY AND PARENTAL LEAVE**

### **34.01 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 34.03).

**34.02 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Article 34.01, 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.
- (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 34 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.

**34.03 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 34.01). 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 34.01) 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 34.01 or following the adoption;
  - (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.

**34.04 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Article 34.03, 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 34.03(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.

#### **34.05 Benefits Continuation**

- (a) For leaves taken pursuant to Article 34.01 and 34.03, 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 34.01 and 34.03 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 34.06 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.

#### **34.06 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 34.01 and 34.03 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 34, or if they do not return to work after having given such advice.

#### **34.07 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 34.01 and 34.03, 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.

**34.08 Maternity and/or Parental Leave Allowance**

- (a) To be entitled to the maternity or parental leave allowances pursuant to Article 34.02 and 34.04, 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 the maternity or parental leave allowance received under Articles 34.02 and 34.04.

**ARTICLE 35 - ADOPTION LEAVE**

**35.01** An employee is entitled to adoption/parental leave pursuant to Article 34.03.

**ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY**

**36.01 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

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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 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 Grievance Mediator 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 determine that it is necessary to obtain information on its role

and responsibility, it shall use the resources of the WorkSafe BC and/or Revera's policies and procedures. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive 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 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 adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

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 WorkSafe BC or other courses mutually agreed to by the Employer and the Union at the local level.

### **36.02 Aggressive Residents**

When the Employer is aware that a 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 resident and on how to respond to resident's aggressive behaviour will be provided by the Employer. The Employer will review the curriculum with the Occupational Health and Safety Committee. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such residents.

### **36.03 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 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 at the worksite.
- (d) **Medical Examination, Vaccination and Inoculation**  
Employees refusing to take the influenza vaccine shall not have their employment terminated for that reason. Employees working at alternate worksite(s) must advise the Employer if their alternate worksite(s) is in outbreak as confirmed by the Health Authority. Such employees shall be placed in an unpaid leave of absence or transferred to another unit during the period of the outbreak.

### **36.04 Critical Incident Stress Defusing**

A workplace critical incident is an event (i.e., an injury, fatality, or robbery, etc.) that causes emotional or psychological trauma in people exposed to the incident. It is a sudden, powerful event outside the range of normal experience – and outside of the worker's control.

In the event of a critical incident within the workplace the employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary

basis, access to WorkSafe BC's Critical Incident Response program. Leave to attend such a session will be without loss of pay.

### **36.05 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.

### **36.06 Working Alone or in Isolation**

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in the WorkSafe BC Regulations. This will be done in consultation with the Occupational Health and Safety Committee.

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer to check the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee may 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.

### **36.07 Violence in the Workplace**

#### **(a) Violence in the Workplace**

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behavior which gives a worker reasonable cause to believe the s/he is at risk of injury.

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be

addressed by the occupational health and safety program following the same procedures required by the Occupational Health and Safety Regulations that address other workplace hazards.

**(b) 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 Occupational Health and Safety Committee or a subcommittee of that committee. The program will include the following elements:

- i. A Policy Statement on violence
- ii. Risks Assessments
- iii. Written Supplementary Instructions
- iv. Worker and Supervisory Training
- v. Incident Reporting and Investigation
- vi. Incident Follow-up
- vii. Program Review

**36.08 Respectful Workplace**

The parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a civil, 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 where the risk of violence is minimized.

The Employer will publish a clear policy for promoting and maintaining a respectful environment. 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.

**36.09 Communicable Diseases**

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary

treatments. As per the *Workers' Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

### **36.10 Employee Obligations**

Every employee must take reasonable care to protect their health and safety and the safety of other persons who may be affected by the employee's acts or omissions at the workplace. Further, every employee will carry out his/her work in accordance with the applicable statutory requirement pertaining to occupational health and safety.

## **ARTICLE 37 - 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.

### **37.01 Medical Plan**

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

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.

### **37.02 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'

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participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2750.00 per eligible employee or eligible dependent 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.
- (d) During the term of this Agreement Pacific Blue Cross will be the carrier of the dental plan.

<b>Dental*</b>	
- <i>fee guide</i>	prior year
- <i>deductible</i>	Nil
- <i>Basic Services</i>	100% combined annual maximum (with Major) \$3,000
- <i>Major Services</i>	60% combined annual maximum (with Basic) \$3,000

\*These changes are effective July 1, 2015

**37.03 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 dependent 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 dependent; the allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible employee or eligible dependent.
- (c) During the term of this Agreement Pacific Blue Cross will be the carrier of the extended health care plan.

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**Summary of changes**

<b>Life Insurance</b>	No change
<b>AD&amp;D</b>	No change
<b>Extended Health*</b>	
- <i>reimbursement</i>	95%
- <i>deductible</i>	Nil
- <i>hospital</i>	any hospital bed as assigned
- <i>prescription drugs</i>	pay direct drug card, BC PharmaCare formulary (dispensing fee cap as per BC PharmaCare policy) subject to special authority**
- <i>vision</i>	\$225/ 24 months
- <i>eye exams</i>	\$75/24 months
- <i>hearing aids</i>	\$600/48 months
- <i>paramedical</i>	\$400/yr for: acupuncture, chiropractor, massage therapist, naturopath, osteopath, podiatrist, physiotherapist, psychologist, speech therapist
- <i>orthopaedic shoes</i>	custom made orthopaedic shoes or custom made orthotics to a total of \$400/year
- <i>orthotics</i>	as above
- <i>private duty nursing</i>	\$10,000 /year
- <i>out of country emergency services</i>	\$1,000,000 lifetime max
- <i>Manu assist travel</i>	included

\*NOTE: The aforementioned benefit amendments are effective July 1, 2015

\*\*In cases where an employee does not get approval for a special authority drug, the matter will be addressed on a case-by-case basis.

**ARTICLE 38 - LONG-TERM DISABILITY INSURANCE PLAN**

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

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

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

**ARTICLE 39 - GROUP LIFE INSURANCE**

The following provision applies to employees formerly covered by the HEU Master 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.

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

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

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

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

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

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

## **ARTICLE 40 – MUNICIPAL PENSION PLAN**

### **40.01 Municipal Pension Plan**

#### **40.01.01**

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.

#### **40.01.02**

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

**40.02** 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 41 - EMPLOYMENT INSURANCE COVERAGE**

**41.01** 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 42 - SEVERANCE ALLOWANCE**

##### **42.01 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 home, job redundancy, etc., except employees dismissed for cause, or
  - (4) dies in service.
  - (5) 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 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.
- (6) Eligibility shall not be dependent upon participation in or contribution to the Municipal Pension Plan.
  - (7) 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*.
  - (8) 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*.

**42.02 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.

- (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.

**42.03 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 (16<sup>th</sup>) year, he/she shall be entitled to:

Fourteen (14) years' service	- 7 weeks
Fifteenth (15 <sup>th</sup> ) year	- 2 ½ days
1000 hours additional	$\frac{1000}{1957.5} \times 2.5 \text{ days}$

or 1.277 days.

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

**43.01** 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 44 - PRINTING OF THE AGREEMENT**

**44.01** 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, colour and cover of the Agreement prior to it being printed.

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 45 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

**45.01** Employees shall be compensated in accordance with the

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applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

**45.02** 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.

**45.03 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, 2014 to March 31, 2019.

**45.04 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.

**45.05 Pay Days**

Employees shall be paid by bi-weekly by direct deposit subject to the following provisions:

- (a) The pay statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) Employees on evening shift shall receive their pay statement on the pay day.
- (c) Employees on night shift shall receive their pay statement on the morning of pay day at the conclusion of their shift.
- (d) The Employer shall have the right to require all employees to participate in the pay direct deposit system. The Employer

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will make every reasonable effort to accommodate employees with extenuating circumstances.

- (e) In the event of an employer error resulting in an overpayment on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention unless otherwise agreed to between the parties. If an employer error results in an employee being underpaid by more than one (1) day's pay, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

**45.06 Effective Date of Wages and Benefits**

- (a) All new wages and benefits shall be effective from April 1, 2014, 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.

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**GENERAL WAGE SCHEDULE**

	April 1, 2013	April 1, 2014 (1%)	April 1, 2015 (1.1%)	April 1, 2016 (1.1%)	April 1, 2017 (1.1%)	April 1, 2018 (1.2%)
Care Aide	\$22.38	\$22.60	\$22.85	\$23.10	\$23.35	\$23.63
Licensed Practical Nurse - Start	\$24.76	\$25.01	\$25.28	\$25.56	\$25.84	\$26.15
Licensed Practical Nurse - 489 + hours	\$26.27	\$26.53	\$26.82	\$27.12	\$27.42	\$27.75
Recreation Assistant	\$22.38	\$22.60	\$22.85	\$23.10	\$23.35	\$23.63
Rehabilitation Assistant	20.96	21.17	21.40	21.64	21.87	22.13
Restorative Care Assistant	22.38	22.60	22.85	23.10	23.35	23.63

## **ADDENDUM #1**

### **Re: Group Life Insurance Plan**

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See Article 39 - Employees formerly covered by other collective agreements will be governed by Group Life Insurance provisions, if any, found in their respective former collective agreements.

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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 488 hours 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:

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#### 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 HEABC/HEU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), this amended plan is effective July 6, 1998 (unless otherwise indicated). For all other employees, 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 HEABC/HEU Master Agreement provisions underwritten by the HBT, an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees substitute the date "April 1, 1999" for "April 1, 1998" and substitute "March 31, 1999" for "March 31, 1998", wherever found in this Addendum.

### LONG-TERM DISABILITY PLAN

#### Section 1 – Eligibility

- (A) Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the 488 hours 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 33.03 of the collective agreement which reads:

*Any employee granted unpaid leave of absence totalling 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 (21<sup>st</sup>) 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 twenty-four (24) months shall continue in his/her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Article 17 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/HEABC Master Collective Agreement, this provision is effective July 6, 1998. Employees to be permitted to enroll in some or all of the above plans. The employee's share of premiums for such coverage is to be paid in advance, on a monthly basis.

Municipal Pension Plan - 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*.

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.

**(1) Supplemental Monthly LTD Benefit**

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

- (i) eligible for benefits or were receiving benefits prior to and including March 31, 1998; and
- (ii) not actively at work due to illness or injury prior to and including March 31, 1998.

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

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

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

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- (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 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 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.

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

- (D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:
- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
  - (2) using sick leave credits to top off the long-term disability benefit; or
  - (3) banking the unused sick leave credits for future use.
- (E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

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

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

**Section 3 - Total Disability Defined**

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

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

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds 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

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disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

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

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

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy 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.

**(1) Residual Monthly Disability Benefit**

The Residual Monthly Disability Benefit is based on 85% of his/her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy 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-of-offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy 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.

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*Example:*

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

**(C) All Claimants**

- (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- (2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (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 first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, his/her union) and HBT. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

- (4) Rehabilitation Review Committee
- (a) In the event that the eligible employee does not agree:
- (i) with the recommended rehabilitation plan, or,
  - (ii) that he/she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
  - (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
  - (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.

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

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

- (i) does not agree with the recommended Rehabilitation Plan; or
- (ii) does not agree that he/she could medically participate in the Rehabilitation Plan.

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

- (5) Rehabilitation Benefit Incentive Provisions
- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:

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- (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 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.

#### **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;
- (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

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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 association 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.

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.

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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 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 (65<sup>th</sup>) 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 furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

**Section 12 – Administration**

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

- (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.

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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 16 Return to Work Programs**

**Preamble**

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

**Mutual Commitment**

The Employer and the Union are committed to a 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 site 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 37.

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 addendum**

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##### **Section A – Casual Employees**

1. Casual employees shall be employed only to relieve in positions occupied by regular employees 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. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position 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.
3. A casual employee who is appointed to fill a position under Section A-2 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.

##### **Section B – exemptions**

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 27.03 and 27.04 of Article 27 - Vacations;
- (9) Article 28 - Compassionate Leave;
- (10) Article 29 - Special Leave;
- (11) Article 30 - Sick Leave, WCB, Injury-On-Duty;
- (12) Article 31 - Educational Leave;
- (13) Article 32 - Jury Duty;
- (14) Article 33 - Leave - Unpaid;
- (15) Article 34 - Maternity Leave;
- (16) Article 35 - Adoption Leave;
- (17) Article 37 - Health Care Plans;
- (18) Article 38 - Long-Term Disability Insurance Plan;
- (19) Article 39 - Group Life Insurance
- (20) Article 40 - Municipal Pension Plan, except as otherwise provided by legislation; and
- (21) Article 42 - Severance Allowance.

**Section C – Probation**

- (1) Except for regular employees who transfer to casual status under Section G-1, 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.
- (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 not be required to serve another probationary period under Article 13.

**Section D – Call-in**

1. 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 classification. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.
2. The manner in which casual employees shall be called to work shall be as follows:
  - (i) 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 qualified to work in that job classification in descending order of hours worked.
  - (ii) Casual employees shall notify the Employer every four (4) months of the dates and times they will be available for work. If the casual employee has a change in their aforementioned stated availability the casual employee will notify the Employer immediately. All employee notifications to the Employer must be in writing.
  - (iii) The Employer will call the casual employee only for those days on which the employee indicated he/she is available.
  - (iv) 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 specified by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only

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- 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.
- (v) In the event the casual employee uses an answering machine or voicemail or a pager, the employer will leave a message to return the phone call within five (5) minutes. If the employee does not return the call within five (5) minutes, the Employer will proceed as if they were unable to make contact with the employee.
  - (vi) In the event of a busy signal, the Employer shall telephone the employee once again after two (2) minutes. If the number is still busy, the next employee on the call-in shall be called.
  - (vii) 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 position they are being called in to fill, 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.
  - (viii) 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.
3. A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
  4. Casual employees shall not be dismissed except for just and proper cause.

**Section E – Seniority**

1. Casual employees shall accumulate seniority on the basis of the number of straight time hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
2. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or most recent date of hiring of such employee shall be calculated by:
  - (i) Dividing his/her number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked; and then
  - (ii) 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.
4. 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.
5. (i) 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

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- 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.
- (ii) 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.
  - (iii) 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 home.

**Section F**

1. Casual employees shall receive eleven point six percent (11.6%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
2. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
3. Where a job posting is filled by a casual employee under Section A-2 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 F-5 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.
4. 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:
  - (i) Medical Plan
  - (ii) Dental Plan
  - (iii) Extended Health Care Plan

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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. (i) Upon completion of one hundred and eighty (180) hours of work 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.

- (ii) 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.
6. There shall be a minimum of eight (8) consecutive hours off duty for a casual employee.

**Section G – Regular Employees**

1. 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:
- (i) To determine the number of days worked, take the number of calendar days between the employee's

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seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then

- (ii) To determine the number of seniority hours, multiply the result obtained under subparagraph one (1)(i) by a factor of seven point five (7.5).
2. Regular part-time employees may register for casual work under this Addendum except that Sections C, E-2, E-3, F-1 and F-5 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 31.13 of the collective agreement.
3. 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.

**APPENDIX #1**

**Re: Information - Extended Health Care Plan**

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**SUMMARY OF HEALTHCARE BENEFIT TRUST'S COVERAGE**

**Extended Health Benefit - Article 37.03**

*Preamble*

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan are subject to the Collective Agreement, the Pacific Blue Cross Extended Health Care Plan, and the Healthcare Benefit Trust's Plan Document.

*Amount of Benefit*

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

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

Effective July 1, 2015: Receipts will be reimbursed as follows with no deductible:

- 95% of eligible expenses in a calendar year
- 95% of eligible out-of-province/out-of-country emergency expenses to a lifetime max of \$1,000,000.

The maximum lifetime amount payable per person is unlimited – this will be deleted June 30, 2015.

*Eligible Expenses*

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

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Visits to paramedical practitioners eligible under the BC Medical Services Plan will only be reimbursed based on a percentage of the applicable user (patient visit) fee.

*Out-of-Province/Out-of-country Emergencies* - In the event of an emergency while travelling outside of BC/outside of Canada, the Extended Health benefit covers:

1. Reasonable charges for physician's services, less any amounts paid or payable by BC Medical Services Plan.
2. Hospital room charges, less any amounts paid or payable by BC Hospital Programs. This benefit included charges for any bed as assigned\* but not including rental of TV, telephone, etc. (\*effective July 1, 2015)
3. Worldwide Emergency Medical Assistance (MediAssist) emergency referral services for travelers.

*Note: Emergencies and non-emergency referrals to other provinces (except Quebec) are covered by the BC Medical Services Plan as if the expenses had been incurred in BC.*

*Acupuncturist* - Fees of an approved licensed acupuncturist up to \$100\* per person per year when services are obtained in BC. Effective July 1, 2015, this will change to \$400\* per person per year when services are obtained in BC.

*Ambulance* - Cost of an ambulance in an emergency from the place where the sickness or injury occurs to the nearest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat or airplane - or air-ambulance in an acute emergency). This benefit also covers the round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary.

*Chiropractor* - Fees of a chiropractor up to \$200\* per person per year, but not including the cost of x-rays taken by a chiropractor. Effective July 1, 2015, this will change to \$400\* per person per year, but not including the cost of x-rays taken by a chiropractor.

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*Dentist* - Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one (1) year of the date of the accident. Orthodontic services are not covered under this Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Pacific Blue Cross Dental Fee Schedule No. 2.

*Diabetic Supplies* - Testing equipment, including glucose meters for management of diabetes.

*Employment Medicals* - Charges of a physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer.

*Hearing Aids* - Cost of purchasing hearing aids when prescribed by a certified Ear, Nose and Throat specialist. The maximum of \$600\* per person in each 48 month period. This benefit includes repairs, but does not include payment for maintenance, batteries, re-charging devices or other such accessories.

*Hospital Room Charges* - Charges for occupying a private or semi-private room in a BC acute care hospital, but not including rental of TV, telephone, etc. Effective July 1, 2015, this will be deleted.

*Massage Therapist* - Fees of a registered massage therapist. Effective July 1, 2015, this will be up to \$400 per person per year.

*Medical Referral Transportation* - Cost of travel for an employee or eligible dependent for medical treatment by a physician, where it is determined by the attending physician that adequate treatment is not available locally, up to limits specified by Pacific Blue Cross. (NOTE: THIS BENEFIT IS EFFECTIVE APRIL 1, 2003)

*Naturopathic Physician* - Fees of a naturopathic physician up to \$200\* per person per year, but not including the costs of x-rays by a naturopathic physician. Effective July 1, 2015, this will be up to

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\$400\* per person per year, but not including the costs of x-rays by a naturopathic physician.

*Orthopaedic Shoes* - Defined as "shoes which are not available for general purchase and which are intended to modify, or correct, a disability". Includes orthotics. One (1) pair per person, with replacements covered only when required due to normal wear. Must be prescribed by a physician or podiatrist. Effective July 1, 2015, custom made orthopaedic shoes or custom made orthotics to a total of \$400 per year.

*Paramedical Items and Prosthetic Devices* - Oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces, ostomy and ileostomy supplies.

*Physiotherapist*- Fees of a registered physiotherapist. Effective July 1, 2015, the fees will be up to \$400\* per person per year.

*Podiatrist* - Fees of a registered podiatrist up to \$200\* per person per year, but not including the costs of x-rays taken by a podiatrist. Effective July 1, 2015, the fees will be up to \$400\* per person per year, but not including the costs of x-rays taken by a podiatrist.

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

*Prescription Drug Direct Pay Card "BlueNet"* - In the administration of the extended health care plan a prescription drug direct pay card will be provided to apply to pharmacies on-line with Pacific Blue Cross. For those pharmacies that are not on-line and for claims

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incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier. (NOTE: THIS BENEFIT IS EFFECTIVE APRIL 1, 2002)

*Registered Nurse* - Fees of a Registered Nurse (who is not related to the employee) for special duty nursing in acute cases where the service is recommended by a physician. If the service is performed in a hospital, this benefit does not cover the fees of a Registered Nurse who is employed by the hospital.

*Rental of Medical Equipment* - Rental costs, unless purchase is more economical, of durable medical equipment including hospital beds. Wheelchairs or scooters are eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair.

*Speech Therapist* - Fees of a speech therapist when referred by a physician, up to \$100\* per person per year. Effective July 1, 2015, the fees for a speech therapist when referred by a physician will be up to \$400\* per person per year.

*Surgical Stockings and Brassieres* - Two (2) pairs of stockings per person per year; one (1) brassiere per person per year when required as a result of treatment for injury or illness.

*Vision Care* - Cost of prescription eyeglasses and/or frames, or prescribed contact lenses. The maximum is \$225\* per person every 24 months. Effective July 1, 2015, eye examinations up to \$75 per person every 24 months.

*Wigs or Hairpieces* - Cost of wigs or hairpieces when required as a result of medical treatment or injury, up to a lifetime maximum of \$500\* per person.

\* *The employee will be reimbursed up to 80% of this maximum (after the \$25 deductible has been satisfied for the calendar year). Effective July 1, 2015, the employee will be reimbursed up to 95% of this maximum with no deductible.*

## **EXCLUSIONS**

The Extended Health benefit does not cover the following:

1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, PharmaCare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.
3. Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.
4. Charges for dental services except as described in Eligible Expense for Dentist.
5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
6. Charges of a registered psychologist.
7. Charges for services and supplies of an elective (cosmetic) nature.
8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
9. Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
10. Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
11. Charges for batteries and re-charging devices.
12. Expenses relating to the repatriation of a deceased employee and/or dependent.
13. Expenses incurred by a pregnant person while travelling outside of Canada within twenty-one (21) days of expected delivery date.

## APPENDIX #2

### Re: Information - Extended Health Care Dental Plan:

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#### SUMMARY OF HEALTHCARE BENEFIT TRUST'S COVERAGE

##### Dental Plan - Article 38.02

###### *Preamble*

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan are subject to the Collective Agreement, the Pacific Blue Cross Dental Plan, and the Healthcare Benefit Trust's Plan Document.

###### *Amount of Benefit*

This dental benefit will reimburse the dentist for the following:

- 100% Services (Part "A")
- 60% of Major Reconstruction Services (Part "B")
- Effective July 1, 2015, Combined maximum for Part A and Part B is \$3,000 per person per year
- 60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per eligible employee or dependent

###### *Eligible Expenses*

This dental benefit covers those services which are routinely provided to eligible employees and dependents in offices of general practicing dentists in BC.

The amounts paid for such services are set out in the Pacific Blue Cross Fee Schedule No. 2. When performed by a specialist (on referral by a general practicing dentist), the fee paid is the amount paid to a general practicing dentist plus 10%.

Effective July 1, 2015, the dental benefit is covered under the prior year's fee guide.

Eligible expenses under this dental benefit are as follows:

**PART "A" - BASIC SERVICES**

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

The Plan will pay 100% of:

*Diagnostic Services*

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

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

*Endodontic Services*

- Root canals
- Major Restorative Services
- Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by Pacific Blue Cross is recommended. If gold is used whether another material can be used, the employee will be responsible for additional costs.

*Periodontic Services*

Procedures for the treatment of gums and bones surrounding and supporting the teeth, but not including tissue grafts.

*Preventive Services*

Procedures to prevent oral disease, including the following:

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

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***Repairs to Bridges and Dentures (Prosthetics)***

Procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two (2) year period. Costs of temporary dentures are not eligible for payment.

***Restorative Services***

- Procedures for filling teeth, including stainless steel crowns.
- If the employee chooses to have white fillings in back teeth, he/she will be responsible for any additional costs.

***Surgical Services***

Procedures to extract teeth as well as other surgical procedures performed by a dentist.

**PART "B" - MAJOR RECONSTRUCTION**

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

The Plan will pay 60% of:

***Crowns***

Rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized for use on back teeth. Pre-approved by the Carrier is recommended.

***Dentures (Removable Prosthetics)***

The artificial replacement of missing teeth with dentures: full upper and lower dentures or partial dentures of basic, standard design and materials. Full dentures may be obtained from either a dentist or licensed dental mechanic. Partial dentures may only be obtained from a dentist.

***Crowns and Bridges (Fixed Prosthetics)***

The artificial replacement of missing teeth with a crown or bridge.

**PART "C" - ORTHODONTICS**

Part C covers those services required to straighten abnormally arranged teeth. Pre-approval by the Carrier is necessary.

The Plan will pay 60% of:

*Braces*

Up to a lifetime maximum of \$2,750 per person. Costs of lost or stolen braces are not eligible for payment.

To be eligible for orthodontic services, the employee must have been enrolled in this dental benefit for twelve (12) months.

**EXCLUSIONS**

The dental plan benefit does not cover the following:

1. Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
2. Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
3. Services required as a result of an accident for which a third Party is responsible.
4. Charges for completing forms.
5. Implants
6. Fees in excess of the Pacific Blue Cross Dental Fee Schedule No. 2, or fees for services which are not set out in the Dental Fee Schedule.
7. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
8. Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
9. Charges for unkept appointments.
10. Charges necessitated as a result of a change of dentist, except in special circumstances.
11. Room charges and some anaesthetics.
12. Expenses incurred prior to eligibility date or following termination of coverage.
13. Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

If the employee is eligible for coverage under more than one (1) dental plan, Pacific Blue Cross will coordinate the benefits so that total payments received will not exceed the expenses actually incurred.

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**Letter of Understanding #1**

**Between the**

**HOSPITAL EMPLOYEES' UNION**

**and**

**REVERA LONG TERM CARE INC,  
Operating as Capilano Care Centre**

**Re: Contracting out**

---

The Employer agrees that it will not contract out bargaining unit work which would result in the laying off of bargaining unit employees for the duration of this agreement, March 31, 2019. It is further understood that the Employer will not give notice of contracting out during the term of this agreement.

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**REVERA LONG TERM CARE INC.,  
Operating as Capilano Care Centre**

**AND THE**

**HOSPITAL EMPLOYEES' UNION**

**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, 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 site;

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, and the Labour Management Committee.

**MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**

**AND**

**REVERA LONG TERM CARE INC.,  
Operating as Capilano Care Centre**

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

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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.

- (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 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.

***Revera Long Term Care Inc., Capilano Care Centre / Hospital Employees' Union – April 1, 2014 to March 31, 2019***

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**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 eleven (11) 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 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 14.12 - Portability**

**14.12.02 Portable Benefits**

**Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from his/her previous employment up to a maximum of eleven hundred and seventy (1170) working hours, and shall be entitled to sick leave in accordance with the provisions of Article 31 commensurate with his/her accumulated seniority.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of eleven hundred and seventy (1170) hours as of the first pay period prior to September 30, 1993 shall retain the accumulated balance to their credit.

**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 26 - Statutory Holidays**

**26.02** If an employee is required to work on Good Friday, Labour Day or Christmas Day, the employee shall be paid at the rate of time and one-half (1.5) plus straight time for all hours worked. In addition, each regular employee will receive seven and one-half (7.5) paid hours off.

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

**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**

**AND**

**REVERA LONG TERM CARE INC.,  
Operating as Capilano Care Centre**

**Re: Manual Lifting**

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The Parties agree to establish a goal of eliminating all unsafe manual lifts of 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 residents.

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

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Union – April 1, 2014 to March 31, 2019*

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**MEMORANDUM OF UNDERSTANDING #3**

**Between the**

**HOSPITAL EMPLOYEES' UNION**

**and**

**REVERA LONG TERM CARE INC,  
Operating as CAPILANO CARE CENTRE**

**Re: Meal Purchase**

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For a reasonable cost, the employee may purchase a meal (lunch and/or dinner) from the Employer during normal meal time hours.

*Revera Long Term Care Inc., Capilano Care Centre / Hospital Employees'  
Union – April 1, 2014 to March 31, 2019*

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**MEMORANDUM OF UNDERSTANDING #4**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**

**AND**

**REVERA LONG TERM CARE INC.,  
operating as Capilano Care Centre**

**Re: Article 27.03-Vacation Period**

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The Parties agree that the reference to "July 1" throughout this Article shall be changed to "May 1".

**MEMORANDUM OF UNDERSTANDING #5**

**Between the**

**HOSPITAL EMPLOYEES' UNION**

**and**

**REVERA LONG TERM CARE INC,  
Operating as Capilano Care Centre**

**Re: Uniforms**

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All employees shall receive a uniform allowance of twenty dollars (\$20.00) per month for full-time employees, ten dollars (\$10.00) per month for part-time employees, and eight dollars (\$8.00) per month for casual employees.

**MEMORANDUM OF UNDERSTANDING #6**

**Between**

**REVERA LONG TERM CARE INC.,  
operating as Capilano Care Centre**

**And the**

**HOSPITAL EMPLOYEES' UNION**

**Re: Professional Responsibility for Licensed Practical  
Nurses**

---

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

- A. Nursing care concerns;
- B. Safety of residents and Licensed Practical Nurses;  
and,
- C. Workload.

**Step One:**

Licensed Practical Nurse 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 LPN 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

***Revera Long Term Care Inc., Capilano Care Centre / Hospital Employees'  
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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.

**Step Three:**

If the matter is not resolved to the employee's satisfaction, the Licensed Practical Nurse may re-submit the Professional Responsibility Complaints Form to the Executive Director, the Head of Nursing, and the Union. The Executive Director 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 Executive Director 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.

**MEMORANDUM OF UNDERSTANDING #7**

**Between**

**REVERA LONG TERM CARE INC.  
Operating as Capilano Care Centre**

**And The**

**HOSPITAL EMPLOYEES' UNION**

**Re: Shift Scheduling and Rotations for LPN's and Care  
Aides**

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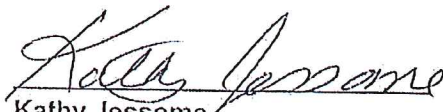
The parties agree there is value in Employer considering the preferences of LPN's and Care Aides during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction.

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 resident care, and that meet operational requirements.

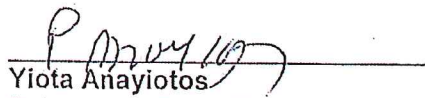
Revera Long Term Care Inc., Capilano Care Centre / Hospital Employees'  
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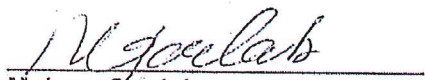
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SIGNATURES FOR THE UNION:

  
Kathy Jessome  
Coordinator of Organizing &  
Private Sector Bargaining

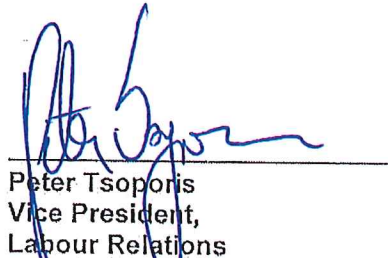
  
Debbie Kamal Ali  
Bargaining Negotiator


  
Yiota Anayiotos  
Bargaining Team Member

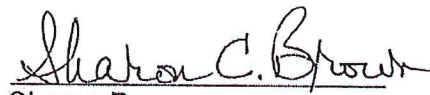
  
Mehmo Goolab  
Bargaining Team Member

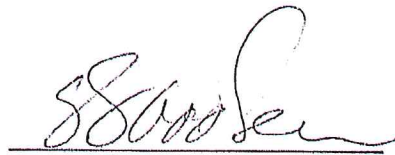
Date: November 5/15

SIGNATURES FOR THE  
EMPLOYER:

  
Peter Tsoptoris  
Vice President,  
Labour Relations

  
Linda Wong  
Regional Director,  
Labour Relations

  
Sharon Brown  
Executive Director

  
Wendy Goosen  
Executive Director

Date: Dec 7, 2015

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Compassionate Care Leave  
Information Bulletin  
(For information purposes only)

1. Family member means

a. A member of an employee's immediate family, as defined in the *Employment Insurance Act*.

2. An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after

a. The date the certificate is issued, or

b. If the leave began before the date of the certificate is issued, the date the leave began

3. The employee must give the employer a copy of the certificate as soon as practicable.

4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins

5. A leave under this section ends on the last day of the week in which the earlier of the following occurs;

a. The family member dies;

b. The expiration of 26 weeks or other prescribed period from the date the leave began

6. A leave taken under this section must be taken in units of one or more weeks.

7. If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.