

COLLECTIVE AGREEMENT

BETWEEN

**ACACIA TY MAWR HOLDINGS LTD.
ACACIA TY MAWR**

AND

HOSPITAL EMPLOYEES' UNION



April 1, 2021 – March 31, 2024

Note: Underlined text is new language for 2021-2024

Acacia Ty Mawr

2655 Shawnigan Lake Road
Shawnigan Lake, B.C. V0R 2W3

Phone: (250) 743-2124

Hospital Employees' Union

Vancouver Island Office - Victoria

#201 - 780 Tolmie Avenue
Victoria, B.C. V8X 3W4

Phone: (250) 480-0533
Toll-Free: 1-800-742-8001
Fax: (250) 480-0544

Provincial Office

5000 North Fraser Way
Burnaby, B.C. V5J 5M3

Phone: (604) 438-5000
Toll-Free: 1-800-663-5813
Fax: (604) 739-1510

ARTICLE 1 - PREAMBLE	1
1.01 PREAMBLE	1
1.02 VARIATIONS	1
ARTICLE 2 - DEFINITIONS	1
2.01 DEFINITION OF EMPLOYEE STATUS.....	1
2.02 PRACTICAL NURSE	2
2.03 COMMON-LAW SPOUSE.....	3
2.04 EMPLOYER	3
ARTICLE 3 - GENERAL CONDITIONS	3
3.01 EFFECTIVE AND TERMINATING DATES	3
3.02 <i>LABOUR CODE</i>	3
3.03 FUTURE LEGISLATION	4
3.04 ARTICLE HEADINGS.....	4
ARTICLE 4 - NO DISCRIMINATION	4
4.01 NO DISCRIMINATION	4
4.02 HARASSMENT	4
4.03 COMPLAINTS INVESTIGATION.....	5
4.04 RESPECTFUL WORKPLACE	5
ARTICLE 5 - UNION RECOGNITION AND RIGHTS.....	6
5.01 SOLE BARGAINING AGENCY.....	6
5.02 UNION SHOP.....	6
5.03 UNION CHECK-OFF	7
5.04 INDUCTION	8
5.05 SHOP STEWARDS	8
5.06 BADGES AND INSIGNIA	9
5.07 BULLETIN BOARDS.....	9
5.08 LEGAL PICKET LINES.....	9
5.09 UNION ADVISED OF CHANGES	9
5.10 NOTICE OF UNION REPRESENTATIVE VISITS	10
ARTICLE 6 - MANAGEMENT RIGHTS	10
6.01 MANAGEMENT RIGHTS	10
6.02 MEDICAL EXAMINATION, VACCINATION AND INOCULATION.....	10
ARTICLE 7 - EMPLOYER PROPERTY	10
7.01 RETURN OF EMPLOYER PROPERTY ON TERMINATION.....	10
7.02 EMPLOYER TO REPAIR OR INDEMNIFY.....	11
7.03 REIMBURSEMENT OF LEGAL FEES	11
7.04 EMPLOYER TO CONTINUE TO SUPPLY TOOLS.....	11

7.05	UNIFORMS.....	11
ARTICLE 8 - UNION/MANAGEMENT COMMITTEE		12
8.01	COMMITTEE ON LABOUR RELATIONS.....	12
8.02	UNION COMMITTEE.....	12
8.03	UNION/MANAGEMENT MEETINGS.....	13
8.04	COMMITTEE MEETINGS.....	13
8.05	UNION/MANAGEMENT COMMITTEE	13
ARTICLE 9 - GRIEVANCE PROCEDURE		14
9.01	UNION REPRESENTATION.....	14
9.02	GRIEVANCE INVESTIGATIONS	14
9.03	RIGHT TO GRIEVE DISCIPLINARY ACTION	14
9.04	GRIEVANCE PROCEDURE	15
9.05	POLICY GRIEVANCE.....	17
9.06	DISMISSAL/SUSPENSION FOR ALLEGED CAUSE	17
9.07	REINSTATEMENT OF EMPLOYEES	17
9.08	TECHNICAL OBJECTIONS TO GRIEVANCES	18
9.09	INDUSTRY TROUBLESHOOTER.....	18
ARTICLE 10 - EXPEDITED ARBITRATION.....		19
10.01	ROSTER.....	19
10.02	EXPEDITED ARBITRATIONS.....	19
ARTICLE 11 - ARBITRATION COMPOSITION OF BOARD		22
11.02	DISMISSAL/SUSPENSION.....	23
11.03	AUTHORITY OF ARBITRATION BOARD	23
11.04	TIME LIMIT FOR DECISION OF ARBITRATION BOARD	24
11.05	EMPLOYEE CALLED AS A WITNESS.....	24
11.06	ARBITRATION BOARD HEARINGS	24
11.07	EXPENSES OF ARBITRATION BOARD.....	24
11.08	REINSTATEMENT OF EMPLOYEES	24
ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES		25
12.01	EVALUATION REPORTS	25
12.02	PERSONNEL FILE	25
ARTICLE 13 - PROBATIONARY PERIOD		26
ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE		26
14.01	SELECTION CRITERIA	26
14.02	QUALIFYING PERIOD	26
14.03	TEMPORARY PROMOTION OR TRANSFER.....	27
14.04	RELIEVING IN HIGHER AND LOWER-RATED POSITIONS	27

14.05	PROMOTIONS.....	28
14.06	TRANSFERS	28
14.07	DEMOTIONS.....	29
14.08	RE-EMPLOYMENT AFTER RETIREMENT.....	29
14.09	RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE	30
14.10	SUPERVISORY OR MILITARY SERVICE	30
14.11	SENIORITY DATES	30
14.12	PREVIOUS EXPERIENCE	30
14.13	MORE FAVORABLE RATE OR CONDITION.....	31
14.14	PART-TIME EMPLOYEES.....	31
ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS		31
15.01	JOB DESCRIPTIONS	31
15.02	ESTABLISHMENT OF NEW JOBS	32
15.03	CHANGES TO EXISTING JOBS.....	32
15.04	NEW OR CHANGED POSITIONS.....	33
15.05	APPEALS.....	34
15.06	PAY ADJUSTMENTS.....	34
15.07	DEFINITIONS	35
ARTICLE 16 - JOB POSTINGS AND APPLICATIONS		36
16.01	JOB POSTINGS AND APPLICATIONS.....	36
16.02	CHANGE TO START AND STOP TIMES, DAYS OFF AND DEPARTMENT.....	37
16.03	SPECIAL PROJECT VACANCIES.....	38
16.04	APPLICATIONS FROM ABSENT EMPLOYEES.....	38
16.05	TEMPORARY APPOINTMENTS.....	38
16.06	NOTICE TO UNION.....	38
16.07	NOTICE OF SUCCESSFUL APPLICANT	39
16.08	GRIEVANCE INVESTIGATION.....	39
16.09	FLOAT POSITIONS.....	39
ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES.....		40
17.01	TECHNOLOGICAL CHANGE.....	40
17.02	DEFINITION OF DISPLACEMENT	40
17.03	BUMPING	40
17.04	NOTICE OF DISPLACEMENT.....	41
17.05	REDUCTION IN WORK FORCE	41
17.06	LAYOFF NOTICE	41
17.07	<i>LABOUR RELATIONS CODE</i>	42
ARTICLE 18 - TERMINATION.....		42
18.01	EMPLOYEE'S NOTICE OF TERMINATION.....	42
18.02	EMPLOYMENT ABANDONED	43

ARTICLE 19 - SCHEDULING PROVISIONS	43
19.01 SCHEDULING PROVISIONS	43
19.02 UNUSUAL JOB REQUIREMENTS OF SHORT DURATION	44
ARTICLE 20 - HOURS OF WORK	45
20.01 CONTINUOUS OPERATION.....	45
20.02 HOURS OF WORK.....	45
20.03 REST AND MEAL PERIODS	46
20.04 SPLIT SHIFTS.....	46
20.05 PART-TIME EMPLOYEES.....	46
20.06 DAYLIGHT SAVINGS TIME CHANGE.....	46
ARTICLE 21 - OVERTIME	47
ARTICLE 22 - SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS	49
ARTICLE 23 - CALL BACK	50
ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT	51
ARTICLE 25 - ON-CALL DIFFERENTIAL	51
ARTICLE 26 - TRANSPORTATION ALLOWANCE	51
ARTICLE 27 - STATUTORY HOLIDAYS	52
27.01 STATUTORY HOLIDAYS.....	52
27.02 SUPER STATS.....	53
27.10 PART-TIME EMPLOYEES.....	54
ARTICLE 28 - VACATIONS	54
28.01 VACATION ENTITLEMENT	54
28.02 VACATION PERIOD	56
28.03 SPLITTING OF VACATION PERIODS	56
28.04 VACATIONS NON-ACCUMULATIVE	57
28.05 VACATION ENTITLEMENT UPON DISMISSAL	57
28.06 REINSTATEMENT OF VACATION DAYS - SICK LEAVE	57
28.08 INITIAL FILLING OF THE VACATION SHIFTS – EFFECTIVE FOR THE 2013 VACATION YEAR	58
ARTICLE 29 - COMPASSIONATE LEAVE	59
ARTICLE 30 - SPECIAL LEAVE	60
30.02 PART-TIME EMPLOYEES.....	60

ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY	61
31.04 LEAVE – WORKERS’ COMPENSATION	61
31.11 OTHER CLAIMS	65
31.12 PART-TIME EMPLOYEES.....	65
ARTICLE 32 - EDUCATIONAL LEAVE	65
32.01 EMPLOYER REQUESTED LEAVE	65
32.02 IN-SERVICE EDUCATION.....	66
32.03 EMPLOYEE REQUESTED LONG TERM LEAVE	66
32.04 PAID EDUCATION LEAVE	66
ARTICLE 33 - JURY DUTY	67
ARTICLE 34 - LEAVE – UNPAID.....	67
34.01 UNPAID LEAVE.....	67
34.02 UNPAID LEAVE - AFTER THREE YEARS.....	68
34.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS	68
34.04 UNPAID LEAVE - UNION BUSINESS.....	68
34.05 UNPAID LEAVE - PUBLIC OFFICE	70
ARTICLE 35 - MATERNITY AND PARENTAL LEAVE.....	70
35.01 MATERNITY LEAVE	70
35.02 MATERNITY LEAVE ALLOWANCE.....	71
35.03 PARENTAL LEAVE	71
35.04 PARENTAL LEAVE ALLOWANCE.....	72
35.05 BENEFITS CONTINUATION	73
35.06 DEEMED RESIGNATION.....	73
35.07 ENTITLEMENTS UPON RETURN TO WORK	73
35.08 MATERNITY AND/OR PARENTAL LEAVE ALLOWANCE	74
ARTICLE 36 - ADOPTION LEAVE.....	74
ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY.....	74
37.02 AGGRESSIVE PATIENTS/RESIDENTS	76
37.06 VACCINATION AND INOCULATION	77
37.07 COMMUNICABLE DISEASES.....	77
37.08 TRANSPORTATION OF ACCIDENT VICTIMS.....	78
37.09 WORKING ALONE OR IN ISOLATION.....	78
37.10 EMPLOYEE WORKLOAD	78
37.11 VIOLENCE PROGRAM	79
37.12 INVESTIGATION OF ACCIDENTS.....	79
37.13 CRITICAL INCIDENT STRESS DEFUSING.....	79
37.14 RETURN TO WORK PROGRAMS.....	80

TABLE OF CONTENTS**PAGE NUMBER**

37.15	RETURN TO WORK COMMITTEE	80
ARTICLE 38 - HEALTH CARE PLANS		81
38.01	MEDICAL PLAN	81
38.02	DENTAL PLAN.....	82
38.03	EXTENDED HEALTH CARE PLAN.....	82
ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN.....		82
ARTICLE 40 - GROUP LIFE INSURANCE.....		83
ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE		84
ARTICLE 42 - SEVERANCE ALLOWANCE		84
42.01	EMPLOYEES WHO QUALIFY DEFINED	84
42.02	DEFINITION OF SERVICE RELATED TO CALCULATION OF SEVERANCE ALLOWANCE MONIES.....	85
42.03	CALCULATION OF SEVERANCE ALLOWANCE MONIES	86
ARTICLE 43 - VOLUNTEERS.....		87
ARTICLE 44 - ARBITRATION SETTLEMENT TO CONCLUDE COLLECTIVE BARGAINING		87
ARTICLE 45 - PRINTING OF THE AGREEMENT		88
ARTICLE 46 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA.....		88
46.03	WAGE SCHEDULE.....	88
46.04	INCREMENTS	89
46.05	PAY DAYS.....	89
46.06	EFFECTIVE DATE OF WAGES AND BENEFITS	90
ARTICLE 47 - OTHER LEAVES UNDER THE <i>EMPLOYMENT STANDARDS ACT</i>		90
ARTICLE 48 - GENDER TRANSITION LEAVE		90
ARTICLE 49 - REGISTERED RETIREMENT SAVINGS PLAN		91
ADDENDUM #1.....		92
RE:	GROUP LIFE INSURANCE PLAN	92
ADDENDUM #2.....		93
RE:	LONG-TERM DISABILITY INSURANCE PLANS.....	93

TABLE OF CONTENTS**PAGE NUMBER**

ADDENDUM #3	112
RE: CASUAL EMPLOYEES	112
MEMORANDUM OF UNDERSTANDING #1	120
RE: SCHEDULES GREATER THAN 7.5 AND 8 HOURS	120
MEMORANDUM OF UNDERSTANDING #2	122
RE: MANUAL LIFTING	122
LETTER OF UNDERSTANDING	124
RE: SCHEDULING FOR UNION ACTIVITY	124
MEMORANDUM OF AGREEMENT #1	126
RE: PROFESSIONAL RESPONSIBILITY	126
MEMORANDUM OF AGREEMENT #2	128
WAGES	128
MEMORANDUM OF AGREEMENT #4	130
RE: NO CONTRACTING OUT.....	130
APPENDIX #1	131
RE: INFORMATION - EXTENDED HEALTH CARE PLAN	131
APPENDIX #2	137
RE: INFORMATION - EXTENDED HEALTH CARE DENTAL PLAN	137

ARTICLE 1 - PREAMBLE

1.01 Preamble

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

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

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

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

1.02 Variations

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

ARTICLE 2 - DEFINITIONS

2.01 Definition of Employee Status

(a) Regular Full-Time Employees

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

accumulate 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 Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse

School and/or holds a valid British Columbia Practical Nurse License.

2.03 Common-Law Spouse

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

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

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

2.04 Employer

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

ARTICLE 3 - GENERAL CONDITIONS

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from April 1, 2021, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2024, and from year to year thereafter unless terminated by either party on written notice served during the month of December 2024.

3.02 Labour Code

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

3.03 Future Legislation

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

3.04 Article Headings

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

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

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

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

4.02 Harassment

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

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

4.03 Complaints Investigation

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

- (a) Where the complaint pertains to the conduct of an employee within the Union's bargaining unit it shall be referred to Ms. Ana Mohamed or Ms. H. Jansen (Complaints Investigator); or
- (b) Where the complaint pertains to the conduct of a person not in the Union's bargaining unit it shall be referred to Ms. Jean Greatbach, Ms. G. Brodsky or Ms. J. Bischoff.

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

- (i) Investigate the complaint;
- (ii) Determine the nature of the complaint; and
- (ii) Make written recommendations to resolve the complaint.

4.04 Respectful Workplace

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

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

behaviour, aggression and violence.

ARTICLE 5 - UNION RECOGNITION AND RIGHTS

5.01 Sole Bargaining Agency

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

5.02 Union Shop

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

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

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

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

- Article 9.04 - Grievance Procedure
- Article 9.06 - Dismissal/Suspension for Alleged Cause
- Article 18.01 - Employer's Notice of Termination

5.03 Union Check-Off

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

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

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

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

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

In January and June, the Employer shall provide to both the Secretary-Treasurer of the Local and the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job

titles, addresses, their home telephone numbers, cell phone numbers (if known) and email addresses (if known) to memberupdates@heu.org.

5.04 Induction

The Secretary-Treasurer or the Senior Union Official shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer or the Senior Union Official of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment.

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

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

5.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.

- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

5.06 Badges and Insignia

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

5.07 Bulletin Boards

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

5.08 Legal Picket Lines

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

5.09 Union Advised of Changes

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

5.10 Notice of Union Representative Visits

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

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

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Management Rights

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

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

6.02 Medical Examination, Vaccination and Inoculation

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

ARTICLE 7 - EMPLOYER PROPERTY

7.01 Return of Employer Property on Termination

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The

Employer shall take such action as required to recover the value of articles which are not returned.

7.02 Employer to Repair or Indemnify

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

7.03 Reimbursement of Legal Fees

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

7.04 Employer to Continue to Supply Tools

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

7.05 Uniforms

7.05.01 Uniforms

The Employer shall supply and maintain uniforms for employees who are required to wear same.

7.05.02 Joint Committee on Uniforms

The Employer and the Union shall establish and maintain a Joint Committee for the purpose of regulating uniforms.

The Joint Committee shall have equal representation appointed by the Union and appointed by the Employer.

The Joint Committee shall meet regularly by mutual agreement.

The Employer shall continue to pay the employees regular wages for time spent at meetings of the Joint Committee which take place during the regular scheduled hours of work.

7.05.03 Uniform Allowance

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs involving the direct care of patients/residents, then a clothing/maintenance allowance of ten dollars (\$10) per bi-weekly pay period shall be paid.

This allowance does not apply to non-patient/non-resident areas.

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Committee on Labour Relations

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

8.02 Union Committee

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

Committee.

8.03 Union/Management Meetings

The Union Committee and the Senior Union Official of the Union, or their representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

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

8.04 Committee Meetings

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

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

8.05 Union/Management Committee

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

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Union Representation

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

9.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business. Where possible, an employee shall be given twenty-four (24) hours advance notice, the nature of the complaint and the right to choose their steward for any meetings.

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

9.03 Right to Grieve Disciplinary Action

9.03.01 Disciplinary Action Grievable

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

9.03.02 Employee Notified of File Documentation

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall

be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

9.03.03 Removal of Disciplinary Documents

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

9.03.04 Introduction of Evidence at Hearing

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

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, their grievance shall be settled as follows:

9.04.02 Step One

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

9.04.03 Step Two

The grievance shall be reduced to writing by:

- (1) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose
- (2) Stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) The grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

9.04.04 Step Three

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to

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

9.04.05 Canada Post

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

9.05 Policy Grievance

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

9.06 Dismissal/Suspension for Alleged Cause

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

9.07 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of

their rights, benefits and privileges which they would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

9.08 Technical Objections to Grievances

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

9.09 Industry Troubleshooter

9.09.01 Issues Referred to Troubleshooter

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

9.09.02 Roster

The Parties will utilize the Industry Troubleshooters named below (or substitutes agreed to by the parties):

- Chris Sullivan
- Corrin Bell
- Julie Nichols
- Ken Saunders

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30)

calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

9.09.03 Roles/Responsibilities of Troubleshooter

At the request of either party, the Troubleshooter shall:

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

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

9.09.04 Agreed to Statement of Facts

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

ARTICLE 10 - EXPEDITED ARBITRATION

10.01 Roster

The Parties will utilize the expedited arbitrators named below (or substitutes agreed to by the parties):

- Chris Sullivan
- Corrin Bell
- Elaine Doyle
- Julie Nichols
- Ken Saunders

10.02 Expedited Arbitrations

10.02.01 Issues for Expedited Arbitration

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in

the nature of:

- (1) Dismissals;
- (2) Rejection on probation;
- (3) Suspensions in excess of ten (10) work days;
- (4) Policy grievances;
- (5) Grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) Grievances relating to employment security and matters arising from the report and recommendations of the Industrial Inquiry Commissioner (except where specified otherwise);
- (7) Grievances requiring presentation of extrinsic evidence;
- (8) Grievances where a party intends to raise a preliminary objection;
- (9) Matters arising from the maintenance agreement and classification manual; and
- (10) Grievances arising from duty to accommodate.

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

10.02.02 Expedited Schedule

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

10.02.03 Location of Hearing

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

10.02.04 Process

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

10.02.05 Agreed to Statement of Facts

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

10.02.06 Procedure

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

10.02.07 Mediation Assistance

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

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

10.02.08 Issuance of Report

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

10.02.09 Status of Report

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

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

10.02.10 Fees

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

10.02.11 Authority of Arbitrator

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

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

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

ARTICLE 11 - ARBITRATION COMPOSITION OF BOARD

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

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

- Chris Sullivan
- Corrin Bell
- Julie Nichols
- Ken Saunders

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

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

11.02 Dismissal/Suspension

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

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

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

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

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

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

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

11.03 Authority of Arbitration Board

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

11.04 Time Limit for Decision of Arbitration Board

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

11.05 Employee Called as a Witness

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

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

11.06 Arbitration Board Hearings

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

11.07 Expenses of Arbitration Board

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

11.08 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay and/or with all their rights,

benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

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

12.02 Personnel File

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

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

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in

the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

ARTICLE 13 - PROBATIONARY PERIOD

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

Regular part-time employees

Regular part-time employees shall serve a probationary period of four-hundred-and-eighty-eight (488) hours of work, or six (6) months of employment, whichever occurs first.

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

ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE

14.01 Selection Criteria

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

14.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the

certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their 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 their 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 their 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) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) workday, retroactive to the start of the

relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

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

14.04.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive one dollar (\$1) per hour for hours worked in the position.

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 their 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 their prior job.

14.06 Transfers

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

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their 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 their prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their 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 their 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 their overall seniority, provided they have 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 perquisites (which does not include seniority) earned up to the date of retirement shall be continued

or reinstated.

14.09 Re-employment After Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all 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 Previous Experience

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

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

14.13 More Favorable Rate or Condition

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

14.14 Part-Time Employees

14.14.01 Qualifying Period

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

14.14.02 Increment Progression

Based on calendar length of service with the Employer.

14.14.03 Seniority

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

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

15.01 Job Descriptions

- (1) The position of each regular 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 Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (3) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether:
 - (i) the procedure whereby the job shall have been established has been followed;

- (ii) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (iii) the job is properly remunerated in relation to the existing wage schedule; and,
 - (iv) any qualifications established for the job are relevant and reasonable.
- (4) The Parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to the grievance procedure for resolution under Article 9.
- (5) Each regular employee shall be provided with a copy of the agreed to job description for their position.

15.02 Establishment of New Jobs

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

15.03 Changes to Existing Jobs

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days

- notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
 - (a) Revise the permanent job description or write a new job description; and
 - (b) Classify the new or revised job.
 - (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
 - (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
 - (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

15.04 New or Changed Positions

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position they shall be displaced by the service of an appropriate notice to that effect.
- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2) indicating in what manner their position has changed and why they think the job description to which their position has been

assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the Union.

- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

15.05 Appeals

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

15.06 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 them 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 their prior job, and shall receive fifty percent (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.

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

ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

16.01 Job Postings and Applications

(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
- 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 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 maybe/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.

A vacancy and/or block of work will end with the return of the incumbent.

- b) If a vacancy is extended beyond the original request, 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(A).
- 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 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 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

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

16.07 Notice of Successful Applicant

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

16.08 Grievance Investigation

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

16.09 Float Positions

(a) It may be operationally more efficient and cost effective to utilize regular float positions for relief work as set out in the Addendum - Casual Employees.

Within ninety (90) days of ratification of the Agreement, and as operationally beneficial, the Employer and the Union, at the local level, will discuss the development of regular status float pool positions in light of the Employer's use of casual employees in the previous period.

(b) Float pool employees shall be utilized only to relieve positions occupied by other regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.

(c) The Employer shall post and fill float positions in accordance with Article 16.01. Float pool employees are entitled to all the provisions of this agreement except Article 19 (a), (b), (c), (d) and (f). In addition, they shall not be entitled to access work under Article 16.01 and the Addendum - Casual Employees at times when they are otherwise regularly scheduled to work.

- (d) Where appropriate, a float pool employee may be required to perform work at more than one work site of the Employer.
- (e) Existing local agreements will not be affected by the above.

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01 Technological Change

Preamble

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

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

17.02 Definition of Displacement

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

17.03 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

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

17.04 Notice of Displacement

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

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

17.05 Reduction In Work Force

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

17.06 Layoff Notice

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

- (a) Less than two (2) years' seniority - thirty-one (31) calendar days;
- (b) Two (2) or more years' seniority but less than three (3) years' seniority - two (2) months;
- (c) Three (3) or more years' seniority but less than four (4) years' seniority - three (3) months;
- (d) Four (4) or more years' seniority but less than five (5) years' seniority - four (4) months;
- (e) Five (5) or more years' seniority - six (6) months.

- 17.06.02** Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.
- 17.06.03** Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06 of this Agreement.

17.07 Labour Relations Code

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

ARTICLE 18 - TERMINATION

18.01 Employee's Notice of Termination

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

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

18.02 Employment Abandoned

Any employee who fails to report for work and does not notify their supervisor within two (2) workdays and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

ARTICLE 19 - SCHEDULING PROVISIONS

19.01 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date for a period of six weeks.
 - (ii) If the Employer alters the scheduled workdays 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).
- (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 their 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 they are 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 workdays 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, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of one-hundred-sixteen (116) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 21 or Article 27.04.

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

20.03 Rest and Meal Periods

(a) Rest Periods

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

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

(b) Meal Periods

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

20.04 Split Shifts

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

20.05 Part-Time Employees

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

20.06 Daylight Savings Time Change

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

ARTICLE 21 - OVERTIME

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

- (1) The rate of time-and-one-half of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled workday 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.

Overtime shall be offered to employees in an equitable manner to all who want to work overtime.

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 (1½) times the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7½) hours 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 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.

- (a) 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.

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

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

21.07 An employee who works two-and-one-half (2½) hours of overtime immediately before or following their scheduled hours of work shall receive fifteen (15) minutes with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- (a) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- (b) 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 their regular shift times for a normal workday.

21.08 When an employee is requested to work overtime on a scheduled workday 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 their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday 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 their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked, up to and including the normal workdays in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal workdays in the work week of a full-time employee.

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

ARTICLE 22 - SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS

22.01 Employees working the night shift shall be paid a shift differential of one-dollar-and-fifty cents (\$1.50) per hour.

22.02 An employee shall be paid a weekend premium of sixty-five cents (\$0.65) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

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

major portion occurs between 12:00 midnight (2400 hours) and 8:00 A.M. (0800 hours).

ARTICLE 23 - CALL BACK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work an allowance of forty-six cents (\$0.46) per kilometer, from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2).

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

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

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

ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their 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 their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 25 - ON-CALL DIFFERENTIAL

25.01 Employees required to be on-call shall be paid an on-call differential of two dollars (\$2) per hour, or portion thereof.

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

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

ARTICLE 26 - TRANSPORTATION ALLOWANCE

26.01 An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-six cents (\$0.46) per kilometer. Minimum allowance shall be two dollars (\$2).

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

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 Statutory Holidays

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

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

* If proclaimed as a Statutory Holiday in the Province of B.C.

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, they shall be paid extra at double time rates for each day by which their total number of days off falls short of one-hundred-sixteen (116), except that they shall not again be paid for any day for which they were paid at the rate of double time under Article 21 or Article 27.04.

Employees who are required to work on hospital 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 (1½ x) their hourly rate for the time worked, and will have such statutory holidays rescheduled in addition to such overtime pay.

27.02 Super Stats

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

27.03 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.

27.04 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.

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

27.06 If an employee terminates during the year, they shall be entitled to the same portion of one-hundred-sixteen (116) days off that their period of service in the year bears to a full year.

27.07 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.

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

27.09 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.

27.10 Part-Time Employees

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

- 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 28 - VACATIONS

28.01 Vacation Entitlement

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

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

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

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

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

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

Those employees employed before the date of ratification 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 their 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 employees' career with the employer but shall not increase.

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

28.02 Vacation Period

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

- Fifty percent (50%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
- Fifty percent (50%) of the employees shall be scheduled and granted vacations during the remainder of the year.

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

28.03 Splitting of Vacation Periods

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

1. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and

2. At least one block of vacation shall be at least five (5) days in duration.

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

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

28.04 Vacations Non-Accumulative

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

28.05 Vacation Entitlement Upon Dismissal

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

28.06 Reinstatement of Vacation Days - Sick Leave

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

28.07 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 their 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.

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

- Regular part-time employees shall be credited with and granted vacations as set out in Articles 28.01 and 28.02; vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01 and 28.02.

28.08 Initial Filling of the Vacation Shifts – Effective for the 2013 vacation year

Employees shall submit their vacation requests to their supervisor on or before:

- a) November 1st for the period January 1st through April 30th, and
- b) March 1st for the period May 1st through December 31st.

All vacation requests made by November 1st will be returned to employees by December 1st. Requests received after November 1st (for the months of January to April) will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation requests made by March 1st will be returned to employees by April 1st. Requests received after March 1st (for the months of May to December) will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation request approvals or denials shall be in writing.

The Employer shall first offer vacation relief vacancies to employees in accordance with 15.01(c) and shall then have the casual staff attend the worksite during a five (5) day block which

they have been notified about, to choose dates they would like to cover for the vacation days requested including shifts available due to backfilling as a result of the application of Article 15.01(c).

The casual employees will place their names on each date and shift they are available for work. Shifts and days will be assigned on seniority and with the most senior casual being awarded the shifts requested. By April 15, the vacation schedule will be approved and formalized and the casuals will be provided with notification of the shifts assigned.

ARTICLE 29 - COMPASSIONATE LEAVE

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, loss of pregnancy after twenty weeks, step-child, brother, sister, father-in-law, mother-in-law, brother in-law, sister in-law, grandparent, grandchild, legal guardian, ward and person 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.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above without loss of pay to attend the interment (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

ARTICLE 30 - SPECIAL LEAVE

30.01 An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-quarter (0.25) day (3.75 hours) every four (4) weeks (150 hours).

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

Special leave credits may be used for the following purposes:

- (1) Marriage Leave - five (5) days.
- (2) Paternity Leave - one (1) day.
- (3) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave - one (1) day.

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

30.02 Part-Time Employees

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

- All special leave credits shall be paid in conformity with Article 30. Two-and-three-fifths (2-3/5) days (19.5 hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending

on time worked.

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

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

31.02 Sick leave credits with pay shall be granted on the basis of 0.75 days per month, cumulative up to 35 workdays. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

All employees as of March 31, 2016 will have hours in sick leave credits retained.

All employees shall be entitled to five (5) days sick leave per year as provided in the *Employment Standards Act*.

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

31.04 Leave – Workers' Compensation

(a) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board/WorkSafeBC determines that the employee has established a claim (time-loss benefits) and

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

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

- Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.
- Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.
- Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

(b) Reimbursement to Employer

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

(c) Benefit Entitlement

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

vacation credits. Once the claim exceeds twenty (20) workdays, 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 their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 17.06.

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

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

Sick leave deductions shall be according to actual time off.

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

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

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

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

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

31.08 Employees with less than one (1) years' 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) workdays. Further leave of absence periods of seven (7) workdays 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) workdays from such an employee explaining their condition, they shall be removed from the payroll.

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

31.10 All sick leave credits are cancelled when an employee terminates their 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 31.11 below.

31.11 Other Claims

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

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

31.12 Part-Time Employees

Four (4) days (thirty (30) 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 32 - EDUCATIONAL LEAVE

32.01 Employer Requested Leave

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

32.02 In-Service Education

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

32.03 Employee Requested Long Term Leave

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

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

32.04 Paid Education Leave

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

- (c) Provided that the courses or exams are necessary to obtain a qualification set out on an approved benchmark for a job that might reasonably be available at the Employer's worksite, an employee with at least three (3) years of service with the Employer may also utilize paid education leave to improve their education level and qualifications in order to enhance their opportunities for advancement with the Employer.
- (d) Upon approval of the course, the Employer will grant two days education leave of absence with pay (at straight-time rates), to a maximum of 15 hours. Premium pay does not apply under this article. Paid education leave is not to exceed 2 days (15 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year.
- (e) Employees who are required to continue to have ongoing education to maintain registration in order to fulfill their job will be provided with two paid days of education annually.

ARTICLE 33 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 34 - LEAVE – UNPAID

34.01 Unpaid Leave

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

requests. Notice of the Employer's decision shall be given in writing as soon as possible.

34.02 Unpaid Leave - After Three Years

After 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.

34.03 Unpaid Leave - Affecting Seniority and Benefits

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

34.04 Unpaid Leave - Union Business

(a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall

- make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
 - (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
 - (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.05, 11.06, 12.01, 12.02.
 - (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
 - (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

34.05 Unpaid Leave - Public Office

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

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

ARTICLE 35 - MATERNITY AND PARENTAL LEAVE

35.01 Maternity Leave

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

- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).

35.02 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 35.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have 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 percent (85%) 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 percent (85%) of the employee's basic pay.

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

35.03 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 35.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 35.01) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption;
 - (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The “other parent” is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 2.03. Such leave request must be supported by appropriate documentation.

35.04 Parental Leave Allowance

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

and any other earnings received by the employee, and seventy-five percent (75%) of the employee's basic pay.

35.05 Benefits Continuation

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

35.06 Deemed Resignation

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

35.07 Entitlements Upon Return to Work

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

Article 34.03.

- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a regular employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

35.08 Maternity and/or Parental Leave Allowance

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

ARTICLE 36 - ADOPTION LEAVE

An employee is entitled to adoption/parental leave pursuant to Article 35.03.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

37.01 The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The 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 Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

The Employer and the Union will each appoint at least two (2) persons each to serve on the Committee, unless otherwise mutually agreed.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

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 Industrial Health and Safety Regulations.

The Occupational Health and Safety Committee may use the resources of the WorkSafeBC and SafeCareBC to provide information to the Committee members in relation to their role and responsibilities. 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 Industrial Health and Safety Regulations by all staff.

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.

The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

37.02 Aggressive Patients/Residents

When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such patients/residents.

37.03 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.

37.04 No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.

Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

37.05 The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

37.06 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.

37.07 Communicable Diseases

Annual in-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as set out by IP&C Guidelines and mandated by Ministry of Health.

In-service training will include definitions of commonly encountered infectious processes in long term care, as well as precautions (standards, contact, airborne, blood borne) to be observed, personal protective equipment (PPE), cleaning and handling procedures concerning resident care, resident environment, resident belongings and articles of use.

37.08 Transportation of Accident Victims

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

37.09 Working Alone or in Isolation

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

37.10 Employee Workload

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

Where the absence of one or more employees would create a significant increase in workload for other employees, the Employer will resolve the matter by:

- Discussing duty priorities with the affected employee(s).
- Implementing a duty priority list, confirmed in writing,
- Re-assigning work, and/or
- Utilizing casual employees in accordance with the Collective Agreement.

37.11 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:

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

37.12 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to WorkSafeBC. In the event of a fatality, the Employer shall immediately notify the President of the Union or their designate and the Bargaining Committee Chairperson.

37.13 Critical incident stress defusing

Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work-related,

traumatic incident of an unusual nature. If the Employer requires such a session it will be without loss of pay.

37.14 Return to Work Programs

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

37.15 Return to Work Committee

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

The Employer and the Union will each appoint at least two (2) persons each to serve on the Committee, unless otherwise mutually agreed.

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in the Committee process.

Purpose:

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

Role and Function:

The role and function of the Committee are as follows:

1. Assist in the development of processes and structures for return-to-work programs in facilities.
2. Act as an advisor to employees and employers on return-to-work programs in facilities.
3. Request information and provide feedback concerning individual Employer return to work programs.
4. Develop and promote industry pilot projects on return-to-work programs and seek funding to support those pilot projects.

5. Develop and maintain an effective communications system for employees and employers concerning return to work initiatives.
6. The parties will perform regular reviews of the Committee's work. The Committee will report to the parties on an annual basis.

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

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

ARTICLE 38 - HEALTH CARE PLANS

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

38.01 Medical Plan

In the event the Provincial Government re-introduces Medical Services Plan premiums, the Employer shall pay one-hundred percent (100%) of the premium.

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

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment or upon the initial date of employment for those employees with portable service as

outlined in Article 14.12.

38.02 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.

38.03 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$260 every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be \$600 every forty-eight (48) months per eligible employee or eligible dependant.

ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN

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

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

39.03

- i. Employees shall pay 100% of the premium;
- ii. Plan to be changed to 2 year own occupation and 5 year total;
- iii. Implementation to be as soon as reasonably possible but no later than September 1, 2023.

ARTICLE 40 - 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.

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

40.02 The plan shall provide \$50,000 insurance coverage for post-probationary employees to age 65 then reduces by 25%. The Plan terminates at age 75 or retirement whichever comes first.

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

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

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

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

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

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 their fifty-fifth (55th) birthday, or
 - 2) Was in the work force prior to April 1, 1963 and exercises the option of retiring under the provisions of the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules* at age fifty-five (55) or any subsequent age up to sixty (60), or
 - 3) Is terminated because the employee's services are no longer required due to closure of the health care facility, job redundancy, etc., except employees dismissed for cause, or
 - 4) Dies in service.
- (b) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.
- (c) Eligibility shall not be dependent upon participation in or contribution to the Municipal Pension Plan.
- (d) Regardless of length of service, a severance allowance shall be paid to an employee (enrolled under the provisions of the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules* who is required to retire because of medical disability

as defined under the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.

- (e) Regardless of length of service, in the case of an employee not enrolled in the Municipal Pension Plan, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.

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 their 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 1,000 hours into their sixteenth (16th) year, they shall be entitled to:

Fourteen (14) years' service	-	7 weeks
Fifteenth (15 th) year	-	2½ days
1,000 hours additional		1,000 x 2.5 days
or 1.33 days		1,879.2

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

Fourteen (14) years' service	-	7 weeks
Fifteenth (15 th) year	-	2½ days
1,000 hours additional		1,000 x 2.5 days
or 1.277 days		1,957.5

- (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

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 - ARBITRATION SETTLEMENT TO CONCLUDE COLLECTIVE BARGAINING

Should the parties reach an impasse following bargaining in good faith and providing the Union Membership or the Employer have voted in favor, as an alternative to Strike or Lockout, any or all unresolved bargaining demands shall be submitted to recommendation by an Arbitrator.

Prior to commencing the arbitration proceedings, the Arbitrator shall act as a mediator to assist the parties in reaching a voluntary resolution of the issues in dispute. In the event of an impasse, the proceedings shall be immediately reverted to arbitration.

ARTICLE 45 - PRINTING OF THE AGREEMENT

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

The Agreement shall bear a recognized Union label.

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

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

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

ARTICLE 46 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

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

46.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2021 to March 31, 2024.

46.04 Increments

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

46.05 Pay Days

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

- (a) Pay statements given to employees on their pay day shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.
- (c) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.05.
- (d) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in their pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

46.06 Effective Date of Wages and Benefits

- (a) All new wages and benefits shall be effective from May 1, 2023 the date of ratification unless otherwise specified in this Collective Agreement.
- (b) Non-compensation changes will be effective sixty (60) days after the date of ratification unless otherwise specified in the Collective Agreement.
- (c) Superior benefits for new certifications shall be addressed in accordance with the principles set out in the Leveling and Melding Awards.

ARTICLE 47 - OTHER LEAVES UNDER THE EMPLOYMENT STANDARDS ACT

The Employer recognizes there are a variety of unpaid leaves under the *Employment Standards Act* including, but not limited to:

- Leave Respecting the Disappearance of a Child;
- Leave Respecting the Death of a Child;
- Family Responsibility Leave;
- Critical Illness Leave;
- Compassionate Care Leave; and
- Sexual Violence Leave.

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as it may be amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the General Manager.

ARTICLE 48 - GENDER TRANSITION LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period.

The provisions of that leave will follow either Article 34 Leave – Unpaid or Addendum #2 Long-Term Disability Plan depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

ARTICLE 49 - REGISTERED RETIREMENT SAVINGS PLAN

- i. The Employer shall establish an RRSP. The carrier for the RRSP shall be granted to by the Employer and the Union. The plan shall be mandatory for all regular employees. The contribution rate shall be either 1% or 2% of earnings for employees and the Employer will match the contributions made by each employee.
- ii. Employees shall be able to increase their contribution rate above 2%, but any rate amount exceeding 2% noted above shall not be matched by the Employer. Contributions shall be through payroll deductions.

ADDENDUM #1

Re: Group Life Insurance Plan

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

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

GROUP LIFE INSURANCE PLAN

Section 1 – Eligibility

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

Section 2 – Benefits

The Plan shall provide basic life insurance in the amount of fifty-thousand dollars (\$50,000) to age 65 decreasing by 25% to age 75 and standard 24-hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment or age 75 whichever comes first. 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 their group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

Section 3 – Premiums

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

ADDENDUM #2

Re: Long-Term Disability Insurance Plans

The Employer and the Union agree that the long-term disability insurance plans shall be governed by the terms and conditions set forth below. For employees previously covered by the EMPLOYER/HEU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), this amended plan is effective July 6, 1998 (unless otherwise indicated). For all other employees, the terms of this Plan are effective April 1, 1999.

*** Explanatory Note:**

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

LONG-TERM DISABILITY PLAN

Section 1 – Eligibility

- (A)** Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- (B)** Seniority and Benefits - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 34.03 of the Collective Agreement which reads:

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 their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

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

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (effective the first pay period between September 30, 2004 and October 13, 2004: 150 working hours) unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Effective April 1, 1999 premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the employer and claimant on a 50-50 basis. For employees previously covered by the HEU/EMPLOYER Master Collective Agreement, this provision is effective July 6, 1998. Employees to be permitted to enroll in some or all of the above plans. The employee's share of premiums

for such coverage is to be paid in advance, on a monthly basis.

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

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

Section 2 - Waiting Period and Benefits

(A) Employees Disabled Prior to April 1, 1998 *

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

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

Supplemental Monthly LTD Benefit

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

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

- (ii) Not actively at work due to illness or injury prior to and including March 31, 1998.
- (b) Commencing on the ratification date of this agreement (or no later than April 1, 1999 for non-HEU Master employees) and continuing for a further thirty-six (36) months thereafter, all eligible employees who, prior to and including March 31, 1998 were receiving or, were entitled to receive benefits under the LTD Plan and, who:
- (i) Are not eligible for the LTD Plan Early Retirement Incentive Provision; and,
 - (ii) Have been receiving LTD benefits for four (4) years or more following the date of disability; and
 - (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 their 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 their regular occupation as at the date of disability;
 - (iii) Obtain the difference between (i) and (ii) above;
 - (iv) Multiply the answer to (iii) above by 25% and add to (i) above to determine the adjusted gross monthly LTD benefit;
 - (v) Deduct from the answer to (iv) above the applicable offsets in Section 5 to determine the

- adjusted net-of-offsets monthly LTD benefit; and,
- (vi) Deduct the eligible employee's current net-of-offsets LTD monthly benefit entitlement to determine the amount of the Supplemental Monthly LTD Benefit.

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

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

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

- (1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$2,800 of the pre-disability monthly earnings and fifty percent (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 percent (70%) of the first \$2,800 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$2,800 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT every four years. (Note: the \$2,800 figure will be adjusted as set out in Section 2(B)(1) above).

(C) All Claimants

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

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

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

- (1) Exhausting all sick leave credits before receiving the long-term disability benefit;
- (2) Using sick leave credits to top off the long-term disability benefit; or
- (3) Banking the unused sick leave credits for future use.

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

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

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

Section 3 - Total Disability Defined

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

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their 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 percent (85%) of the rate of pay of their regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

- (B) **Employees Disabled on or After April 1, 1998 ***
(* See Explanatory Note in Preamble to this Addendum.)

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an

employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

Residual Monthly Disability Benefit

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

Example:

- | | | |
|---|---|-------------------|
| (a) Monthly LTD net-of offsets benefit | = | \$1,000 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

(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 their return to their 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 they continue 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, their 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 they are medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,

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

- (iii) Be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
- (iv) Appeal the dispute to the Rehabilitation Review Committee for a resolution.

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

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

- (i) Does not agree with the recommended Rehabilitation Plan; or
- (ii) Does not agree that they 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 their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(5) Rehabilitation Benefit Incentive Provisions

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
 - (i) Return to work on a gradual or part-time basis,
 - (ii) Engage in a physical rehabilitation activity; and/or

- (iii) Engage in a vocational retraining program shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.
- (b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase their monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
- (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Part B, Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one-hundred percent (100%) of the current rate of pay for their 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 percent (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 their 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 them to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one-hundred percent (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 they would be entitled if their application for such a benefit were approved; and
- (E) Any amount of disability income provided by any group or union disability plan to which the disabled employee might belong to or subscribe.

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

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

Section 6 - Successive Disabilities

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

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

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

Section 7 - Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage 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, their 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 50% by the Employer and 50% by the employee. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

Section 10 - Waiver of Premiums

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

Section 11 - Claims

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Parties. The claims-paying agent shall provide toll-free telephone access to claimants. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their 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.

Claims Adjudication Committee

During the term of the Agreement, one person from the Employer and one person from the Health and Benefit Plan shall meet with two (2) representatives of the Union. The parties will work together to improve the claims adjudication process.

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

Section 12 - Administration

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

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

Section 13 - Collective Agreement Unprejudiced

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

Section 14 - LTD Plan Early Retirement Incentive Provision

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they 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 their application for early retirement is being processed

with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement Incentive Benefit.

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

- 1) The amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
- 2) The amount of the monthly early retirement benefit that the employee will receive;
- 3) The amount of the gross monthly LTD benefit that the employee is entitled to receive;
- 4) The amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
- 5) The maximum LTD benefit duration period applicable to the employee.

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

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

Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.

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

(E) Joint Early Retirement Improvement Committee

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

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

ADDENDUM #3

Re: Casual Employees

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) Vacation relief;
 - (2) Sick leave relief;
 - (3) Education relief;
 - (4) Maternity leave relief;
 - (5) Compassionate leave relief;
 - (6) Union business relief;
 - (7) Educational leave relief;
 - (8) Such other leave relief as is provided by the Collective Agreement; or
 - (9) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.

2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their 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.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
 - (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

Article 38, Section 38.01 - Medical Plan

Section 38.02 - Dental Plan

Section 38.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

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

5. Casual employees are entitled to all benefits of this Agreement except the following:
- (1) Article 13 - Probationary Period;
 - (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09 and 14.10;
 - (3) Article 14.12 - Portability;
 - (4) Article 17 - Technological, Automation and Other Changes
 - (5) Article 18.01 - Employer's Notice of Termination;
 - (6) Article 19 - Scheduling Provisions except 19.01(e);
 - (7) Sections 21.09 and 21.10 of Article 21 - Overtime;
 - (8) Sections 28.03 and 28.04 of Article 28 - Vacations;
 - (9) Article 29 - Compassionate Leave;
 - (10) Article 30 - Special Leave;
 - (11) Article 31 - Sick Leave, WCB, Injury-On-Duty;
 - (12) Article 32 - Educational Leave;
 - (13) Article 33 - Jury Duty;
 - (14) Article 34 - Leave - Unpaid;
 - (15) Article 35 - Maternity Leave;
 - (16) Article 36 - Adoption Leave;
 - (17) Article 38 - Health Care Plans;
 - (18) Article 39 - Long-Term Disability Insurance Plan; and
 - (19) Article 42 - Severance Allowance.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
7. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used.

Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

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

the order of their seniority when it becomes necessary to expand the work force.

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

- 11.(1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four-hundred-and-eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
 - (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.

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

- (1) Dividing their number of seniority hours by a factor of 7.5 (or by a factor of 7 in the event that the hours of work of regular employees under Article 20 shall be reduced to 35) which shall be deemed to be the number of days worked; and then

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

- (2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one-point-four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

- (3) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Worker's Compensation Benefits.

13. Casual employees shall receive eleven-point-six percent (11.6% = 4.4% for stats and 7.2% for vacation. Stat percentage increasing 0.4% with each additional stat holiday over 11) of their straight-time pay in lieu of scheduled vacations and statutory holidays.

14.(1) 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.

(2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.

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

- (1) To determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero-point-seven-one-four (0.714); and then
- (2) To determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven-point-five (7.5). (In the event that the hours of work of regular employees shall be reduced to thirty-five (35) under Article 20, this factor shall be reduced to seven (7)).

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

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

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

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

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

**ACACIA TY MAWR HOLDINGS LTD.
ACACIA TY MAWR**

AND

HOSPITAL EMPLOYEES' UNION

Re: Schedules Greater than 7.5 and 8 Hours

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

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

(b) It is understood and agreed by the parties that regular full-time employees normally receive 1,950 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-sixteen (116) 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

**Acacia Ty Mawr Holdings Ltd. (Acacia Ty Mawr) / Hospital
Employees' Union - April 1, 2021 – March 31, 2024**

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:

$$\text{Hourly rate} = \frac{\text{monthly rate} \times 12}{1,950}$$

It is understood and agreed by the parties that the attached clause revisions are for administrative clarity and indicate the way which the expanded workday/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

SIGNED BY THE UNION:

SIGNED BY THE EMPLOYER:

Noel Gulbransen
Negotiator

Peter Kafka
Chief Spokesperson

Dated

Dated

MEMORANDUM OF UNDERSTANDING #2

BETWEEN

**ACACIA TY MAWR HOLDINGS LTD.
ACACIA TY MAWR**

AND

HOSPITAL EMPLOYEES' UNION

Re: Manual Lifting

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

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

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

- (a) Work in partnership with the Workers' Compensation Board, the Ministry of Health and others to establish a financing framework to make funds available to purchase the necessary mechanical equipment;

**Acacia Ty Mawr Holdings Ltd. (Acacia Ty Mawr) / Hospital
Employees' Union - April 1, 2021 – March 31, 2024**

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

SIGNED BY THE UNION:

SIGNED BY THE EMPLOYER:

Noel Gulbransen
Negotiator

Peter Kafka
Chief Spokesperson

Dated

Dated

LETTER OF UNDERSTANDING

BETWEEN

**ACACIA TY MAWR HOLDINGS LTD.
ACACIA TY MAWR**

AND

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, Labour Adjustment Committee and the Labour Management Committee;

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

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

NOW THEREFORE the Parties agree as follows:

***Acacia Ty Mawr Holdings Ltd. (Acacia Ty Mawr) / Hospital
Employees' Union - April 1, 2021 – March 31, 2024***

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, Labour Adjustment Committee and the Labour Management Committee.

SIGNED BY THE UNION:

SIGNED BY THE EMPLOYER:

Noel Gulbransen
Negotiator

Peter Kafka
Chief Spokesperson

Dated

Dated

MEMORANDUM OF AGREEMENT #1

BETWEEN

**ACACIA TY MAWR HOLDINGS LTD.
ACACIA TY MAWR**

AND

HOSPITAL EMPLOYEES' UNION

Re: Professional Responsibility

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

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

Step One:

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

Step Two:

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

Step Four:

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

SIGNED BY THE UNION:

SIGNED BY THE EMPLOYER:

Noel Gulbransen
Negotiator

Peter Kafka
Chief Spokesperson

Dated

Dated

**MEMORANDUM OF AGREEMENT #2
WAGES**

Job Description		Current Rate
RCA	Up to 1,950 hours	\$ 20.00
	1,951 to 3,900 hours	\$ 21.00
	3,901 onwards	\$ 21.93
LPN	Up to 1,950 hours	\$ 23.04
	1,951 to 3,900 hours	\$ 24.04
	3,901 onwards	\$ 25.03
Activity Assistant	Up to 1,950 hours	\$ 20.00
	1,951 to 3,900 hours	\$ 21.00
	3,901 onwards	\$ 22.95
Cook	Up to 1,950 hours	\$ 18.31
	1,951 to 3,900 hours	\$ 19.31
	3,901 onwards	\$ 20.21
Food Service Aide	Up to 1,950 hours	\$ 14.94
	1,951 to 3,900 hours	\$ 15.94
	3,901 onwards	\$ 16.77
Admin Assistant	Up to 1,950 hours	\$ 20.09
	1,951 to 3,900 hours	\$ 21.09
	3,901 onwards	\$ 21.58

Probationary rate is 4% less

The parties acknowledge they have not entered into wage rate discussions.

***Acacia Ty Mawr Holdings Ltd. (Acacia Ty Mawr) / Hospital
Employees' Union - April 1, 2021 – March 31, 2024***

The parties further agree that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will meet to discuss wage rates.

No other article of the Collective Agreement will be subject to the wage rate discussions, unless mutually agreed by the parties.

MEMORANDUM OF AGREEMENT #4

BETWEEN

ACACIA TY MAWR HOLDINGS LTD.

ACACIA TY MAWR

AND

HOSPITAL EMPLOYEES' UNION

Re: No 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. It is further understood that the Employer will not give notice of contracting out during the term of this agreement.

- (a) 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.

SIGNED BY THE UNION:

SIGNED BY THE EMPLOYER:

Noel Gulbransen
Negotiator

Peter Kafka
Chief Spokesperson

Dated

Dated

APPENDIX #1

Re: Information - Extended Health Care Plan

SUMMARY OF HEALTHCARE BENEFIT TRUST'S COVERAGE

Extended Health Benefit - Article 38.03

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.

The maximum lifetime amount payable per person is unlimited.

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

Eligible Expenses

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

Visits to paramedical practitioners eligible under the BC Medical Services Plan will only be reimbursed 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 private or semi-private rooms (if actually occupied and if a ward room is not available, or if required by a physician) and short stays as well as hospital co-coverage, but not including rental of TV, telephone, etc.
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.

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.

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.

Massage Therapist - Fees of a registered massage therapist.

Medical Referral Transportation - Cost of travel for an employee or eligible dependant 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.

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.

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.

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.

Prescription Drugs - Cost of prescription drugs purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to Pharmacare's low cost alternative and reference based pricing payment policies. This benefit does not include lifestyle drugs and medicines as determined by Pacific Blue Cross. This benefit does not cover drugs for contraceptive purposes, erectile dysfunction drugs, vitamin injections, food supplements, drugs which can be 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.

For those pharmacies that are not on-line and for claims employees must submit claims manually to the benefit carrier.

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.

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 \$260* 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).*

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

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").
- 60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per eligible employee or dependant.

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%.

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. One standard examination every 9 months;
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).

2. Fluoride application 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.

Repairs to Bridges and Dentures (Prosthetics)

Procedures for the repair of bridges, as well as the repair or reline 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, they 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 Pacific Blue Cross 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 Pacific Blue Cross 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 anesthetics.
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.

**SIGNED ON BEHALF OF
UNION:**



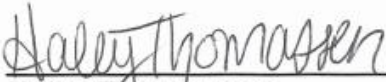
Bill Pegler
Coordinator of Private Sector
& Special Projects



Noel Gulbransen
Negotiator



Dawn Craig
Bargaining Committee



Haley Thomassen
Bargaining Committee



Dated

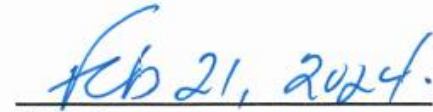
**SIGNED ON BEHALF OF THE
EMPLOYER:**



Kris Coventry
Chief Operating Officer



Peter Kafka
Chief Spokesperson



Dated