

TABLED BY HEABCOn MARCH 31, 2004At 11:08 AM.

Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004**REVISED EMPLOYER PROPOSAL****Proposal:**

This document contains revisions to several proposals and the withdrawal of three (3) proposals tabled by the Employers on February 19, 2004 for the purpose of moving negotiations along to conclude a renewal Facilities Subsector Collective Agreement. Each item listed below represents a revised Employer proposal.

The notation of "Green" after the headings below indicates the presentation package from February 19, 2004 in which the original Employer proposal is contained.

Employer Proposals Tabled on February 19, 2004 that are WITHDRAWN:

- A. Employer Proposal #14-B (Article 14.01 – Selection Criteria).
- B. Employer Proposal #19-A (Article 19.01 (e) – Shift Exchanges). Note that the proposals for Article 19.01 (a) and Article 19.01 (h) have not been withdrawn.
- C. Employer Proposal #37-B (Article 37.01 – Occupational Health and Safety Committee).
- D. Employer Proposal #9-C (Article 9.09.03 – Removal of Disciplinary Documents).
- E. Employer Proposal #34-A (Article 34.01 – Unpaid Leave of Absence).
- F. Employer Proposal #CA-C (Addendum – Casual Employees – Availability of Casual Employees).

Employer Proposals Tabled on February 19, 2004 that are REVISED:

- 1. Annual Vacation (Green):
 - Employer Proposal #28-A (Article 28.01 and Article 28.02 – Annual Vacation and Supplementary Vacation). See attached revised Employer proposal #28-A. Note the changes from the Employers' February 19, 2004 proposal are set out in grey shading. This proposal adds an additional five (5) days of vacation for regular employees with twenty (20) or more years of service consistent with the Community Subsector Collective Agreement settlement. This proposal also confirms that vacation is to be accrued on the basis of straight-time paid hours (as opposed to a percentage of straight-time pay).

2. Long-Term Disability Insurance Plan (Green):
 - Employer Proposal #LTD-A (Addendum – Long-Term Disability Insurance Plans). See attached revised Employer proposal #LTD-A. Note the changes from the Employers' February 19, 2004 proposal are set out in grey shading. This proposal restores, among other things, the "own occupation" definition but for twelve (12) months and adds an "Early Intervention Program".
3. Wages (Green):
 - Employer Proposal #48-A (Article 3.01, Article 48.03, and Article 48.04 – Effective Date of Monetary Adjustments). See attached revised Employer proposal #48-A. Note the changes from the Employers' February 19, 2004 proposal are set out in grey shading. This revised proposal moves from three (3) separate wage reductions depending on market comparators to an across-the-board wage reduction.

All other Employer Proposals remain OUTSTANDING.

TABLED BY HEABC

On _____, 2004

At _____

Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

EMPLOYER PROPOSAL #28-A REVISED Article 28.01 and Article 28.02

Annual Vacation and Supplementary Vacation

Proposal:

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

28.01 Vacation Entitlement

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

...

- (b) Employees with one (1) or more years of continuous service shall earn ~~have earned~~ the following vacation with pay effective July 1, 2004:
- 1 to 4 years of continuous service – 15 work days of vacation with vacation pay equal to, based on six percent (6%) of straight-time paid hours (excluding overtime and premiums).
 - 5 to 9 years of continuous service – 20 work days of vacation with vacation pay equal to, based on eight percent (8%) of straight-time paid hours (excluding overtime and premiums).
 - 10 to 14 years of continuous service – 25 work days of vacation with vacation pay equal to, based on ten percent (10%) of straight-time paid hours (excluding overtime and premiums).
 - 15 to 19 years of continuous service – 30 work days of vacation with vacation pay equal to, based on twelve percent (12%) of straight-time paid hours (excluding overtime and premiums).
 - 20 or more years of continuous service – 35 work days of vacation with vacation pay equal to fourteen percent (14%) of straight-time paid hours (excluding overtime and premiums).
 - ~~1 year's continuous service – 20 work days' vacation~~
 - ~~2 years' continuous service – 20 work days' vacation~~
 - ~~3 years' continuous service – 20 work days' vacation~~
 - ~~4 years' continuous service – 20 work days' vacation~~

~~5 years' continuous service - 21 work days' vacation~~
~~6 years' continuous service - 22 work days' vacation~~
~~7 years' continuous service - 23 work days' vacation~~
~~8 years' continuous service - 24 work days' vacation~~
~~9 years' continuous service - 25 work days' vacation~~
~~10 years' continuous service - 26 work days' vacation~~
~~11 years' continuous service - 27 work days' vacation~~
~~12 years' continuous service - 28 work days' vacation~~
~~13 years' continuous service - 29 work days' vacation~~
~~14 years' continuous service - 30 work days' vacation~~
~~15 years' continuous service - 31 work days' vacation~~
~~16 years' continuous service - 32 work days' vacation~~
~~17 years' continuous service - 33 work days' vacation~~
~~18 years' continuous service - 34 work days' vacation~~
~~19 years' continuous service - 35 work days' vacation~~
~~20 years' continuous service - 36 work days' vacation~~
~~21 years' continuous service - 37 work days' vacation~~
~~22 years' continuous service - 38 work days' vacation~~
~~23 years' continuous service - 39 work days' vacation~~
~~24 years' continuous service - 40 work days' vacation~~
~~25 years' continuous service - 41 work days' vacation~~
~~26 years' continuous service - 42 work days' vacation~~
~~27 years' continuous service - 43 work days' vacation~~
~~28 years' continuous service - 44 work days' vacation~~
~~29 years' continuous service - 45 work days' vacation~~

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

- (c) The accumulated balance of an employee's vacation credits earned before the first pay period prior to ~~September 30, 1993~~ shall not be impacted reduced as a result of the increase ~~September 30, 1993~~ reduction in the work week to thirty-seven and one-half (37.5) ~~36~~ hours per week (reference Article 20.02 (a)).
- (d) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's straight-time paid hours (excluding overtime and premiums) during the accrual year (July 1 to June 30).
- (e) Where an Employer has an existing Local Agreement providing for a reduced annual vacation entitlement prior to July 1, 2004, such an arrangement will continue until July 1, 2004. There will be no adjustment of any vacation entitlement until the reduced vacation provisions outlined above are effective on July 1, 2004.

~~28.02 - Supplementary Vacations~~

- (a) ~~Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work~~

~~days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

- ~~(b) — Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~
- ~~(c) — Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~
- ~~(d) — Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~
- ~~(e) — Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.~~

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

TABLED BY HEABC

On _____, 2004

At _____

Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

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

Proposal:

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

Addendum – Long-Term Disability Insurance Plans

Long-Term Disability Insurance Plans

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

**** Explanatory Note:***

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

LONG-TERM DISABILITY PLAN

Section 1 – Eligibility

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

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

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

Upon return to work following recovery, an employee who was on claim for less than twelve (12) twenty-four (24) months shall continue in his/her former job; an employee who was on claim for more than twelve (12) twenty-four (24) months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Article 17.06 of the collective agreement.

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

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

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

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

Section 2 – Waiting Period and Benefits

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

Early Intervention Program

The parties agree to the establishment of an "early intervention" program. In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or a sickness, then after the employee has been totally disabled for seven (7) work days, the employee shall be entitled to participate in an Early Intervention Program that will be administered by the Healthcare Benefit

Trust/underwriter. The provisions of the Early Intervention Program will enable the disabled employee who is on an approved paid or unpaid sick leave to participate in a Rehabilitation Plan as described in Section 3 (C) (3) and a Return to Work Program as described in Section 16, but the disabled employee is not entitled to any benefit payments from this Plan or any other provisions of this Plan or the Collective Agreement that are applicable to LTD claimants until such time as the disabled employee's claim for benefits is accepted for payment by the claims-paying agent. The Early Intervention Program will also include, but not be limited to, access to medical and rehabilitation treatment programs and interventions that are determined, by the healthcare management specialist and/or the rehabilitation consultant, to be necessary to facilitate the disabled employee's earlier recovery and return to work. The disabled employee's Employer and the disabled employee are jointly committed to ensure that the disabled employee has access to the Early Intervention Program. The disabled employee's Employer agrees to provide appropriate notification to the Early Intervention Program Administrator of all employees who are absent on either paid or unpaid sick leave that will extend beyond seven (7) work days, and to fully participate in a recommended Return to Work Program as determined by the healthcare management specialist and/or the rehabilitation consultant. The disabled employee agrees to fully participate in all recommended medical and rehabilitation treatment programs and interventions as supported by the disabled employee's treating physician as per Section 3 (C) (2). In the event the disabled employee does not comply with the recommended medical and rehabilitation treatment program and/or intervention that has been supported by his/her treating physician, then the disabled employee may delay or jeopardize his/her entitlement to Long-Term Disability Plan benefits should the injury or sickness result in a claim for benefits under this Plan.

(B)

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

(1) Supplemental Monthly LTD Benefit

- (a) The Parties agree that the eligible employees, who have been and continue to receive benefits under the provisions of the LTD Plan that was in effect prior to the effective date of this agreement, ought to be afforded benefit enhancements. The intent is to ensure that these eligible employees are not unduly disadvantaged or excluded from enhancements to benefits under the LTD Plan effective the date of this agreement because they were:
 - (i) eligible for benefits or were receiving benefits prior to and including March 31, 1998; and
 - (ii) not actively at work due to illness or injury prior to and including March 31, 1998.

- (b) Commencing on the ratification date of this agreement (or no later than April 1, 1999 for non-HEU Master employees) and continuing for a further thirty-six (36) months thereafter, all eligible employees who, prior to and including March 31, 1998 were receiving or, were entitled to receive benefits under the LTD Plan and, who:
- (i) are not eligible for the LTD Plan Early Retirement Incentive Provision; and,
 - (ii) have been receiving LTD benefits for four (4) years or more following the date of disability; and
 - (iii) re medically unable to participate in a Rehabilitation Plan shall be eligible for a Supplemental Monthly LTD Benefit.
- (c) The Supplemental Monthly LTD Benefit shall be determined as follows:
- (i) obtain the gross monthly LTD benefit that the employee is entitled to receive based on the monthly earnings of his/her regular occupation at the date of disability;
 - (ii) obtain the gross monthly LTD benefit that the employee would be entitled to receive based on the current monthly earnings of his/her regular occupation as at the date of disability;
 - (iii) obtain the difference between (i) and (ii) above;
 - (iv) multiply the answer to (iii) above by 25% and add to (i) above to determine the adjusted gross monthly LTD benefit;
 - (v) deduct from the answer to (iv) above the applicable offsets in Section 5 to determine the adjusted net-of-offsets monthly LTD benefit; and,
 - (vi) deduct the eligible employee's current net-of-offsets LTD monthly benefit entitlement to determine the amount of the Supplemental Monthly LTD Benefit.
- The Supplemental Monthly LTD Benefit shall be paid as a separate benefit in addition to the regular monthly LTD net-of-offsets benefit that the employee is eligible to receive.

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

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

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

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

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

(C) All Claimants

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

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

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

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

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

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

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

Section 3 – Total Disability Defined

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

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

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first twelve (12) months ~~two (2) years~~ of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds two-thirds (2/3) of pre-disability monthly earnings ~~eighty-five per cent (85%) of the rate of pay of his/her regular occupation at date of disability~~ shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

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

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

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

~~(1) Residual Monthly Disability Benefit~~

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

~~Example:~~

~~(a) Monthly LTD net of offsets benefit = \$1,000.00 per month~~

~~(b) 85% rate of pay at date of disability = \$13.60 per hour~~

~~(c) 70% of current rate of pay = \$12.12 per hour~~

~~(d) percentage difference $[(b/c) - 1] = 12.2\%$~~

~~(e) Residual Monthly Disability Benefit $(a \times d) = \$122.00$~~

(C) ~~All Claimants~~

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

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

(3) ~~Commitment to Rehabilitation~~

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

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

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

~~the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as he/she continues to participate and cooperate in the Rehabilitation Plan. If the~~

Rehabilitation Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first twelve (12) months ~~two (2) years of disability~~. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

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

(4) ~~Rehabilitation Review Committee~~

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

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

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

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

~~accept the Committee's decision his/her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.~~

(5) Rehabilitation Benefit Incentive Provisions

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
 - (i) return to work on a gradual or part-time basis
 - (ii) engage in a physical rehabilitation activity; and/or
 - (iii) engage in a vocational retraining programshall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.
- (b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase his/her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
 - (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Part B, Section 2 (A) or (B) ~~(as the case may be)~~ of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the pre-disability monthly earnings current rate of pay for her/his regular occupation at the date of the disability;
 - (ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, ~~HLAA vacancies~~ and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing; and,
 - ~~(iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and,~~
 - (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

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

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

(6) Joint Rehabilitation Improvement Committee

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

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

The Committee will establish the terms of reference and the policies and procedures to be applicable to the Early Intervention Program, in conjunction with the Early Intervention Program Administrator. The Committee will also meet periodically to review the effectiveness of the Early Intervention Program and recommend improvements to HEABC, to the Facilities Bargaining Association, and the Early Intervention Program Administrator.

...

Section 9 – Premiums

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

...

Section 11 – Claims

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

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

Claims Adjudication Committee

During the term of the Agreement, one person from HEABC and one person from the Healthcare Benefit Trust and Benefit Plan shall meet with two (2) representatives of

the Association. The parties will work together to improve the claims adjudication process.

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

Section 12 – Administration

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

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

...

Section 14 – LTD Plan Early Retirement Incentive Provision

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that he/she would have been entitled to receive at the normal retirement date, had he/she not applied for early retirement, regardless of when the early retirement incentive provision is activated.

(A) An employee under this Agreement who is:

- (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more, and
- (2) eligible for early retirement pension benefits, and
- (3) not eligible for the LTD Plan Rehabilitation Provisions is required to shall apply for early retirement.

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

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

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

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

(C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare

Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.

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

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

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

Section 15—LTD Benefit Re-opener

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

- ~~(A) firstly, whether or not the Supplemental Monthly LTD Benefit will continue beyond the 36-month period and/or be increased for a further period of time; and~~
- ~~(B) secondly, whether or not the employers' portion of premiums for medical, dental, extended health, and accidental death and dismemberment insurance will be increased,~~

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

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

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

Section 16 – Return to Work Programs

Preamble

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

Mutual Commitment

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

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

Consultation

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

Confidentiality

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

Types of Initiatives

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

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

Re-orientation to the Workplace

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

Pay and Benefits

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

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

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

- (a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:
 - Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan (or Public Service Pension Plan) superannuation payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week. ~~(Effective September 30, 1993, fourteen point four (14.4) hours or more per week.)~~
- (b) Employees in receipt of LTD benefits:
 - These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of pre-disability earnings ~~current salary~~. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue

to be waived as outlined in the Addendum – Group Life and Long-Term Disability Insurance Plans.

No Adverse Effect on Benefits

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

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

TABLED BY HEABC

On _____, 2004

At _____

Without Prejudice. E.&O.E.

HEABC/Facilities Subsector Collective Bargaining 2004

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

Effective Date of Monetary Adjustments

Proposal:

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

3.01 Effective and Terminating Dates

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

48.03 Wage Schedule

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

48.04 General Wage Adjustments Increase

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

Effective April 1, 2004, the Employer will apply an across-the-board wage reduction of nine point five percent (9.5%) to all job classifications covered by the Facilities Subsector Collective Agreement, including employees who are red-circled and/or grand-parented at a particular wage rate. Note that for all job classifications, the base wage rate from which the wage reductions will be applied is the April 1, 2003 wage rate.

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

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

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

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

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

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