

STANDARD COLLECTIVE AGREEMENT

between

HOSPITAL EMPLOYEES' UNION

and

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

**(Certain Employers Formerly Represented
by the
Continuing Care Employee Relations Association
of
British Columbia)**

For the Period

April 1, 1991 to March 31, 1996

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DEFINITIONS

For the purpose of this Agreement:

1. "Employer" means:

Arrowsmith Lodge	Luther Court
Beckley Farm Lodge	Maple Ridge Intermediate Care
Blenheim Lodge	Mountain View Lodge
Buchanan Memorial Sunset Lodge	M.S.A. Manor
Cedarview Lodge	Nanaimo Travellers Lodge
Central City Mission	Nelson Jubilee Manor
Central Park Manor	New Vista Care Home
Cooper Place	Normanna Rest Home
Dania Home	Parkridge Hospital
Dr. F.W. Green Memorial Home	Rainbow Gardens
Evergreen Baptist Home	Richmond Lions Manor
False Creek Residence	Rosewood Manor
Golden Ears Retirement Home	Royal Arch Masonic Home
Greenwoods	Sagebrush Lodge
Hardy View Lodge	Salmon Arm Pioneer Lodge
Haro Park Centre	Shorncliffe
Jackman Manor	Simpson Hospital
Kimberley Special Care Home	St. Jude's Anglican Home
Kinsmen Retirement Centre	Sunnybank Retirement Home
Kiro Manor	Sunset Lodge
Kiwanis Lodge	Three Links Care Centre
Kiwanis Village Care Home	Trinity Centre Care Society
Little Mountain Place	Youville Residence

2. "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union."

3. "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties.

4. "Common-law spouse" is defined as two (2) people who have co-habitated as spousal partners for a period of not less than two (2) years.

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

- Article 7.06 - Compassionate Leave
- Article 7.07 - Special Leave
- Article 11.09(a) - Medical Plan
- Article 11.09(b)(1)(i) - Dental Plan
- Article 11.09(b)(1)(ii) - Extended Health Care Plan

PREAMBLE

WHEREAS the Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties wish 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;

AND WHEREAS it is obligatory upon the Employer that an efficient operation be maintained;

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

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency.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.

1.02 Union Shop.02 Union Shop

Employees in the Bargaining Unit who were employed by the Employer and were not members of the Union prior to date of certification by the Union, shall have the option of:

- (a) applying for membership in the Union, which membership they shall maintain,
- (b) not applying for membership in the Union but, as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union dues and assessments and shall be deemed to have made an irrevocable assignment under Article 1.02.

All other employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within thirty (30) days after their initial date of employment in the Bargaining Unit.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union dues or an amount equal to 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 Article 1.02, the following provisions shall not be applicable to the employee:

Grievance Procedure - Article 4.06

Dismissal/Suspension for Alleged Cause - Article 4.07

Employer's Notice of Termination - Article 10.03

Definition of Employee Status

(1) *Regular Full-Time Employee*

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.

(2) *Regular Part-Time Employee*

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, subject only to the Addendum -Part-Time Employees.

(3) *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.

(4) *Restriction of Employee Status*

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.06 - Grievance Procedure.

1.03 Union Check-Off and Induction.03 Union Check-Off and Induction

The Employer agrees to the monthly check-off of all Union dues, assessments, initiation fees and written assignments of amounts equal to Union dues, provided there are sufficient wages owing an employee to cover the deductions.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of continued employment, employees shall sign a wage assignment covering such deductions.

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. Such list shall be forwarded along with the deductions as above.

The Employer agrees to sign into the Union all new employees whose jobs are in the Bargaining Unit in accordance with the provisions of Article 1.02 - Union Shop.

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

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

At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired within the previous thirty (30) days.

The Employer shall schedule a meeting for this purpose any day between Monday and Friday and between 0900 and 1700 hours and will not deduct wages or benefits from those employees in attendance.

New employees shall receive regular wages while attending such meetings, but regular wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

1.04 Shop Stewards.04 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) to a maximum of twenty (20).
- (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 (1) department shall be given leave of absence to transact Union business at any one (1) time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

1.05 No Discrimination.05 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Act of British Columbia* (SBC Chapter 22 Assented to May 16, 1984).

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

The Union and the Employer agree that employees are entitled to work in an environment which is free from sexual harassment and such other types of harassment as are prohibited by the *Human Rights Act*, by employees, including management employees.

The Employer agrees to take appropriate action where such harassment is found to exist.

Complaints Investigation

An employee who complains of harassment under the provisions of the *Human Rights Act 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 HEU Bargaining Unit, it shall be referred to Ms. Gwen Browsky; Ms. H. Jansen; or Ms. J. Henderson (Complaints Investigator), or
- (b) where the complaint pertains to the conduct of a person not in the HEU Bargaining Unit, it shall be referred to Ms. J. McEwen or Ms. P. Janzen (Complaints Investigator).

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall, pursuant to Section 112 of the *Industrial Relations Act*:

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Direction of Work Force.01 Direction of Work Force

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.

2.02 Notice of New and Changed Positions.02 Notice of New and Changed Positions

(a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and unless notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 6.12(c).

If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

(b) Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide specific reasons for the objection in writing subject to the provisions of Article 6.12(c).

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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 long term 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.

3.01 Definition of Displacement.01 Definition of Displacement

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

3.02 Notice of Displacement.02 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.

3.03 Bumping.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 Article 3.03 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 three percent (3%) of his/her existing pay rate.

3.04 Technological Displacement.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 6.02 and Article 6.08.

3.05 Job Training.05 Job Training

The Employer and the Union shall establish, at the request of either party, a Joint Committee on Training and Skill Upgrading for the following purposes:

- (1) for planning training programs for those employees affected by technological change;
- (2) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those employees affected by new methods of operation;
- (4) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions.

ARTICLE 4 - Discussion Of DifferencesARTICLE 4 - Discussion Of Differences

4.01 Committee on Labour Relations.01 Committee on Labour Relations

The Employer shall appoint and maintain a committee to be called the "Committee on Labour Relations", one (1) 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.

4.02 Union Committee.02 Union Committee

The Union shall appoint and maintain a committee comprising persons who are employees of the Employer and/or the Secretary-Business Manager or his/her representative, which shall be known as the Union Committee. The Union, at all times, shall keep the Employer informed of the individual membership of the Committee. There shall not be more than three (3) employees as members of the Committee on paid leave, in accordance with Article 7.04(a), at any one (1) time.

4.03 Union/Management Meetings.03 Union/Management Meetings

The Union Committee and the Secretary-Business Manager of the Union, or his/her representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and, if possible, resolving any grievance or dispute arising between the Employer and the employee concerned. However, 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 either Committee in Stage (b) of the grievance procedure.

4.04 Committee Meetings.04 Committee Meetings

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

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 4.04.

4.05 Conduct of Grievance Procedure.05 Conduct of Grievance Procedure

(a) Union Representation

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

(b) 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.

(c) *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 for such time as his/her attendance is reasonably required, 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.

(d) *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.

(e) *Right to Grieve Disciplinary Action*

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. 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. 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.

(f) *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 (1) 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 (1) 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.

(g) *Notice of Union Representative Visits*

The Union shall inform the Employer when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility.

(h) *Personnel File*

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

The employee or the Secretary-Business Manager of the Union, 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 be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other Employers) and/or for purposes of the proper application of this Agreement.

4.06 Grievance Procedure.06 Grievance Procedure

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

- (a) The individual employee, with or without his/her Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor or head of his/her department within seven (7) calendar days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, then:
- (b) The grievance shall be reduced to writing, signed by the employee and the Shop Steward or Union Committee member, and shall be presented to the immediate supervisor or head of the department by the Shop Steward, or Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the grievance, the supervisor or department head shall give his/her written reply. Failing a satisfactory settlement at this stage, then:
- (c) The grievance shall be a matter of discussion between the Union Secretary-Business Manager or his/her representative, with or without the Union Committee and the Administrator or his/her designated representative.
- (d) If at Step (b) or (c) of the above procedure more than two (2) months passes before proceeding to the next step of the grievance procedure or to arbitration, either party may enquire, in writing, by registered letter, as to the status of such grievance. If within fourteen (14) days of receipt of such letter, the Union has not advanced the grievance to the next step, or the Employer or the Union has not referred the grievance to arbitration, the grievance will be deemed to be abandoned.

4.07 Dismissal/Suspension for Alleged Cause.07 Dismissal/Suspension for Alleged Cause

- (1) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union Secretary-Business Manager or his/her designated representative.
- (2) Within fourteen (14) calendar days after the date of dismissal, the Union Secretary-Business Manager or his/her designated representative shall meet with the Administrator or his/her designated representative, to effect a resolution of the

grievance. The decision of the Administrator or his/her designated representative shall be forwarded to the Union's Secretary-Business Manager or his/her designated representative, within seven (7) calendar days of the meeting.

- (3) If within seven (7) calendar days following the meeting in (2) above there is no resolution of the said grievance, the grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 5.02.
- (4) The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment. The arbitrator shall hear and determine the dispute and issue a verbal or written decision within seven (7) days of the conclusion of the hearing. Such decision 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 Code of British Columbia will commence with the issuance of written reasons of the decision.
- (5) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.03.
- (6) 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 (1) of the arbitrators listed in Article 5.02.

4.08 Reinstatement of Employees.08 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 5, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid-off, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

4.09 Legal Picket Line.09 Legal Picket Line

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.

4.10 Industry Troubleshooter.10 Industry 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, D. Larson, J. Korbin, V. Ready, or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

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

Unless mutually agreed otherwise, disputes may be referred to Industry Troubleshooter only after the completion of Step (c) of the grievance procedure.

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

4.11 Expedited Arbitration.11 Expedited Arbitration

(1) A representative of HEABC and the Secretary-Business Manager of the Union, or his/her designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

(2) 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.

(3) 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.

(4) As the process is intended to be informal, lawyers will not be used to represent either party.

(5) 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.

(6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code*.

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

(8) 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.

(9) 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.

(10) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

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

- (12) The expedited arbitrators, who shall act as sole arbitrators, shall be V. Ready, D. Munroe, Q.C., L. Smith and H. Laing.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5, excepting Article 5.06.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.
- (15) Any suspension for alleged cause that is not dealt with under Article 4.11 shall be referred immediately to Article 4.07, for resolution.

ARTICLE 5 - ARBITRATION

5.01 Composition of the Board.01 Composition of the Board

Should the Committee on Labour Relations, the Union Committee and the Secretary-Business Manager of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

One (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis under the provisions of Article 5.02.

5.02 Panel of Arbitrators.02 Panel of Arbitrators

A list shall be maintained by HEABC/HEU from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below. The rotation shall be administered on an industry basis without regard to the facility in which the grievance originates:

1. D.R. Munroe, Q.C.
2. N. Morrison, Q.C.
3. V. Ready
4. D. Larson
5. H. Laing
6. D. McPhillips
7. J. McEwen

The parties, by mutual agreement, may amend the list of arbitrators at any time or select a single arbitrator in the place of the three-person board.

5.03 Powers of the Board.03 Powers of the Board

The decision of the said arbitrators, or any two (2) of them, as the case may be, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union and the employees concerned.

5.04 Reinstatement of Employees.04 Reinstatement of Employees

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

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between layoff, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

5.05 Authority of Arbitration Board.05 Authority of Arbitration Board

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

5.06 Time Limit for Decision of Arbitration Board.06 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this Article of the Collective Agreement shall have twenty (20) 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.

5.07 Expenses of Arbitration Board.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.

ARTICLE 6 - Seniority**ARTICLE 6 - Seniority**

6.01 Calculation of Seniority, Probationary Period and Portable Benefits.01 Calculation of Seniority, Probationary Period and Portable Benefits

(a) For the first (1st) three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. 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.

- (b) 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.
- (c) Any new employee who, within three (3) months previous to being hired by the Employer, was employed by a facility listed in Appendix "A", shall be required to serve a probationary period in accordance with Article 6.01(a). Upon completion of the probationary period, the employee shall be credited with portable benefits as defined below.

Portable Benefits

(aa) *Wages*

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

(bb) *Annual Vacation*

Vacation entitlement earned during previous employment shall be credited to the employee and vacations granted shall be in accordance with such previous entitlement (Article 9.02).

(cc) *Sick Leave*

The employee shall be credited with any unused accumulation of sick leave from his/her previous employment, up to a maximum of one hundred fifty-six (156) days and shall be entitled to sick leave in accordance with the provisions of Article 11.03, commensurate with his/her accumulated seniority.

6.02 Promotion, Transfer, Demotion, Release.02 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, efficiency, required qualifications, including initiative and seniority shall be the determining factors.

6.03 Qualifying Period.03 Qualifying Period

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

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

rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion or transfer during the qualifying period in the new job shall return to the employee's former job classification without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of Article 6.03.

6.04 Temporary Promotion, Transfer, or Demotion.04 Temporary Promotion, Transfer, or Demotion

An employee granted a temporary promotion, transfer or demotion shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

6.05 Promotions.05 Promotions

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

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first (1st) day in the new job and further increment increases shall become effective on the established increment date.

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

6.06 Transfers.06 Transfers

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

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

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

6.07 Demotions.07 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job, shall go to the increment step of the

lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of Article 6.07 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.

6.08 Reduction in Work Force.08 Reduction in Work Force

- (1) In the event of a reduction in the work force, regular full-time and regular part-time 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.

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

- (a) less than two (2) years' seniority - 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.
- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.
 - (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, 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 (1st) on.

If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period. 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 employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

In the exercise of rights under Article 6.08, employees shall be permitted to exercise their rights in accordance with Article 3.03 of this Agreement.

- (4) 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 Secretary-Treasurer of the Local.

6.09 Re-employment.09 Re-employment

(a) *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 earned up to the date of retirement shall be continued or reinstated.

(b) *Re-employment After Voluntary Termination or Dismissal for Cause*

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

6.10 Supervisory or Military Service.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.

6.11 Seniority Dates.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.

6.12 Job Descriptions.12 Job Descriptions

(a) The employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.

(b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.

(c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

6.13 Job Postings and Applications.13 Job Postings and Applications

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

(a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and

days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no regular employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.

- (b) 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).
- (c) If a vacancy or new job has a duration of less than one (1) calendar month, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 6.02. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 8.03(a)(ii), the proposed move shall not be made.
- (d) 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.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within three (3) calendar days of the successful candidate being notified, 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.
- (h) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

6.14 Relieving in Higher and Lower-Rated Positions.14 Relieving in Higher and Lower-Rated Positions

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

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.

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

ARTICLE 7 - LEAVE OF ABSENCE

7.01 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.

7.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests, providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

7.03 Unpaid Leave - Affecting Seniority and Benefits

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (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 and seniority upon expiration of the unpaid leave.

7.04 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union

business, including conventions and conferences unless this would unduly interrupt the operations 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 4.05.
- (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.

7.05 Unpaid Leave - Public Office.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) days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

7.06 Compassionate Leave.06 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, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

7.07 Special Leave.07 Special Leave

An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (1/2) day (3.75 hours) every four (4) weeks (150 hours).

Effective the beginning of the first pay period after June 23, 1994 but no later than June 30, 1994, an employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (180 hours) at the rate of one-half (0.5) day (3.6 hours) every four (4) weeks (144 hours).

The accumulated balance of an employee's special leave credits shall not be reduced as a result of the reduction in the work week to 36 hours per week.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 180 hours as of the beginning of the first pay period after June 23, 1994 but no later than June 30, 1994, up to and including the previous maximum of 187.5 hours, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 180 hours, no further credit shall be earned until the accumulated balance is reduced below 180 hours, in which event the accumulation of special leave credits will be reinstated, but the accumulated balance shall not again exceed 180 hours.

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

Special leave credits may be used for the following purposes:

- (1) Marriage Leave - five (5) days
- (2) Paternity Leave (Birth of Child) - 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 - up to two (2) days at one (1) time.
- (4) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave - one (1) day.

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

7.08 Educational Leave.08 Educational 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 costs of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

The parties recognize the value of in-service and of encouraging employees to participate in-service.

Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 Continuous Operation.01 Continuous Operation

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

8.02 Hours of Work.02 Hours of Work

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be seven and one-half (7-1/2) hours per day, (average of 37-1/2 hours per week), or an equivalent mutually agreed to by the Employer and the Union.

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, the hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-six (36) hours per week, or an equivalent mutually agreed to by the Employer and the Union.

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, for hours worked there after, the base day will be seven point two (7.2) hours for the purpose of calculating the accrued credit banks.

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

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.

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year (that is, an average of two [2] days per week plus a minimum of eleven [11] statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first (1st) scheduled shift in January, an employee has not had a minimum of one hundred and fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred and fifteen (115) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 8.07 or Article 9.01, Paragraph 7.

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 8.07. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

8.03 Scheduling Provisions.03 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first (1st) shift worked pursuant to Article 8.07.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one (1) 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 8.07.
- (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 (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 8.03 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 8.07.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules. (Effective ninety (90) days following signing of the 1989-1991 Collective Agreement.)

8.04 Split Shifts.04 Split Shifts

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

8.05 Part-Time Employees.05 Part-Time Employees

The Employer shall eliminate, where practical, the use of part-time employees.

8.06 Shift Premiums.06 Shift Premiums

Employees working the evening or night shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked.

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).

Effective April 1, 1990:

- (a) Employees working the evening shift shall be paid a shift differential of seventy cents (\$0.70) per hour for the entire shift worked.
- (b) Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.
- (c) Employees working the weekend shift shall be paid the shift differential of fifty cents (\$0.50) per hour for the entire shift worked.
- (d) In Article 8.06, "evening shift" means any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours); "night shift" means any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours); and "weekend shift" means any shift in which the major portion occurs between Friday midnight (2400 hours) and Sunday midnight (2400 hours).

8.07 Overtime.07 Overtime

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 8.02, or who are requested to work on their scheduled off-duty days, shall be paid:
 - (1) the rate of time and one-half (1-1/2) of their basic hourly rate of pay for the first (1st) two (2) hours of overtime on a scheduled work day and double time thereafter;
 - (2) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (b) Employees required to work on a scheduled day off shall receive the overtime rate of double time, but shall not have the day off rescheduled.
- (c) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 9.01, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7-1/2) in that day.

Effective the beginning of the first pay period after June 23, 1994 but no later than June 30, 1994, if an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 9.01, the employee shall be paid overtime at the rate of time and one-half (1.5) times the premium statutory holiday rate for all hours worked beyond seven point two (7.2) in that day.
- (d) 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 (e) below.
- (e) At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

The accumulated balance of hours under this Article shall not be reduced as a result of the reduction in the work week to 36 hours per week.
- (f) 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 8.02 and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.
- (g) An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall, at the Employer's option, be provided with a meal or a meal allowance of seven dollars (\$7.00).

One-half (1/2) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 8.07 (i) have been met.
 - (ii) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (h) When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

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

- (i) A regular part-time employee working less than the normal hours per day of a full-time employee and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.
- (j) A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.
- (k) An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

8.08 Call-Back.08 Call-Back

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work, an allowance of thirty-five cents (\$0.35) per mile from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

8.09 Call-In - Statutory Requirement.09 Call-In - Statutory Requirement

Any employee (except those covered by Article 8.08) reporting for work at the call of the Employer, shall be paid his/her regular rate of pay for the entire period spent at the

Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

8.10 On-Call Differential.10 On-Call Differential

Employees required to be on-call shall be paid an on-call differential of eighty cents (\$0.80) per hour, or portion thereof, and effective January 1, 1988, one dollar (\$1.00) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours. Where an employee is on-call and is unavailable or does not report for work upon being called, the on-call differential shall not be paid for that period of being on-call within that calendar day.

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

**ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONSARTICLE 9 -
STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

9.01 Statutory Holidays.01 Statutory Holidays

Employees will be entitled to eleven (11) 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
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Empire Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (two [2] days per week plus a minimum of eleven [11] statutory holidays).

If at the end of a year (52 weeks dating from an employee's first (1st) scheduled shift in January), an employee has not had a minimum of one hundred fifteen (115) days off, he/she shall be paid extra at double time rates for each day by which his/her total number of days off falls short of one hundred fifteen (115), except that he/she shall not again be paid for any day for which he/she was paid at the rate of double time under Article 8.07, or Article 9.01, Paragraph 7.

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

Super Stats

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

When an employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer scheduled statutory holiday and one (1) 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 rescheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 9.01, 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 31 of the year following the year in respect of which they were originally scheduled.

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.

The premium pay for working on a statutory holiday, other than a Super Stat, shall be at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

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

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.

For employees working on a five (5) on, two (2) off; four (4) on, two (2) off rotation, every effort will be made to schedule such public holidays or their equivalent days which are not regularly scheduled as part of the rotation, 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.

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

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.

9.02 Vacation.02 Vacation

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

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

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

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

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

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

- (c) The accumulated balance of an employee's vacation credits earned before the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, shall not be reduced as a result of the reduction in the work week to 36 hours per week.

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 1 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 1 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 1 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 1 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 1 in each year.

The supplementary vacations as 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.

9.03 Vacation Period.03 Vacation Period

Vacation time earned up to July 1 as indicated in Article 9.02 shall be granted as follows:

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

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

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

9.04 Splitting of Vacation Periods.04 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first (1st) vacation period. Seniority shall prevail in the choice of the second (2nd) vacation period, but only after all other "first" (1st) vacation periods have been posted. Seniority shall also prevail in the choice of the third (3rd) vacation period, but only after all other "first" (1st) and "second" (2nd) vacation periods have been posted. Seniority shall also prevail in the choice of the fourth (4th) vacation period, but only after all other "first" (1st), "second" (2nd) and "third" (3rd) vacation periods have been posted.

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

9.05 Vacation Pay.05 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

9.06 Vacations Non-Accumulative.06 Vacations Non-Accumulative

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

9.07 Vacation Entitlement Upon Dismissal.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 9.02.

9.08 Reinstatement of Vacation Days - Sick Leave.08 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

9.09 Call Back From Vacations.09 Call Back From Vacations

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 the applicable rate of pay for all hours worked and shall have the vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT

10.01 Unusual Job Requirements of Short Duration.01 Unusual Job Requirements of Short Duration

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

10.02 Vaccination and Inoculation.02 Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. 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.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

10.03 Employer's Notice of Termination.03 Employer's Notice of Termination

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

10.04 Employee's Notice of Termination.04 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations, less two percent (2%). For example:

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

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

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

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

10.05 Employment Abandoned.05 Employment Abandoned

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

ARTICLE 11 - General Provisions

11.01 Uniforms and Employer Property.01 Uniforms and Employer Property

(a) *Uniforms*

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

(b) *Joint Committee on Uniforms*

If employees are required to wear uniforms, the Employer and the Union shall, at the request of either party, establish 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.

(c) *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 residents, then a clothing/maintenance allowance of eight dollars (\$8.00) per bi-weekly pay period shall be paid.

Effective April 1, 1990, allowance to be increased to ten dollars (\$10.00).

This allowance does not apply to non-resident areas.

(d) *Employer Property*

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

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

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

- (g) The Employer, where currently supplying tools to employees, shall continue to supply tools to employees. The Employer shall supply tools to employees upon the requirement of the Employer that the employees provide tools calibrated to the metric scale. The Employer 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.

11.02 Badges and Insignia.02 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.

11.03 Sick Leave.03 Sick Leave

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

- (a) Sick leave credits with pay shall be granted on the basis of one and one-half (1½) work days per month, cumulative up to one hundred fifty-six (156) work days.

Upon completion of three (3) months probationary period, employees shall have sick leave benefits paid retroactive to their starting date, to the extent of the accumulated sick leave credits earned up to the date of return from illness.

The accumulated balance of an employee's sick leave credits shall not be reduced as a result of the reduction in the work week to thirty-six (36) hours.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of 1,123.2 hours, as of the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 1,123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1,123.2 hours, in which event the accumulation of sick leave credits shall be reinstated, but the accumulated balance shall not again exceed 1,123.2 hours.

- (b) 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.

- (c) 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 the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

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

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

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

- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

- (f) Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

- (g) 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, from accumulated sick leave credits.

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

- (i) Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining his/her conditions, he/she shall be removed from the payroll.
- (j) 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.
- (k) All sick leave credits are cancelled when an employee terminates his/her employment except when an employee transfers to another health care institution in accordance with Article 6.01(cc) and except as provided in paragraph (l) below.
- (l) *Cash Pay-out of Unused Sick Leave Credits*
Upon retirement or voluntary leave of the workforce as defined in Article 12 - Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

11.04 Maternity Leave and Adoption Leave.04 Maternity Leave and Adoption Leave

(a) *Maternity Leave*

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Unemployment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Unemployment Insurance Act or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay.

Leave of absence for maternity may be taken for a period not to exceed thirty (30) weeks. For the first (1st) twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of an eighteen (18) week period, i.e.; eighteen (18) weeks less twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the Employment Standards Act. The balance of a maternity leave shall be without pay or benefits. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

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.

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.

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 leave of absence without pay and subject to the provisions of Article 7.03.

(b) *Adoption Leave*

Upon request and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child.

The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of adoption leave of absence without pay and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

11.05 Pay Days.05 Pay Days

Employees shall be paid by cheque every second (2nd) Friday, subject to the following provisions:

- (1) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the list of all adjustments including overtime and promotions and an itemization of all deductions. At the end of each month, the Employer will provide each employee with a written statement of their sick leave accumulation.
- (2) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- (3) Employees on evening shift shall receive their pay cheques on the day immediately prior to pay day.
- (4) Employees on night shift shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (5) Employees whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day, provided the cheque is available at his/her place of work.
- (6) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one (1) payment by the last working day before the beginning of the employee's annual vacation.

11.06 Rest and Meal Periods.06 Rest and Meal Periods

(a) *Rest Periods*

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

(b) *Meal Periods*

All employees covered by the Collective Agreement shall receive a one-half (1/2) 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.

11.07 Bulletin Boards.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.

11.08 Jury Duty.08 Jury Duty

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the Court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate.

The employee shall not be required to turn over allowances received for travelling and meals.

11.09 Health Care Plans.09 Health Care Plans

(a) *Medical Plan*

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

An eligible employee who wishes to have coverage for other than dependents 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 6.01.

(b) *Dental Plan and Extended Health Care Plan*

(1) Eligible employees shall be provided with:

- (i) 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 fifty percent (50%) of the costs of the orthodontic(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

one thousand seven hundred fifty dollars (\$1,750.00) per patient, with no run-offs for claims after termination of employment.

Effective April 1, 1990 the lifetime maximum payment will be one thousand eight hundred fifty dollars (\$1850.00).

- (ii) An extended health care plan, including coverage for eyeglasses and hearing aids.

Effective April 1, 1990 the allowance for vision care will be eighty-five dollars (\$85.00) per twenty-four (24) month period and the allowance for hearing aids will be four hundred twenty-five dollars (\$425.00) per forty-eight (48) month period.

Effective April 1, 1993, the allowance for vision care shall be ninety-five dollars (\$95.00) annually.

- (2) The dental plan and extended health care plan benefits shall cover employees, their spouses and dependent children, provided they are not enrolled in another comparable plan.
- (3) The Employer shall pay one hundred percent (100%) of the premiums.

(c) *Group Life Insurance*

- (1) The Employer shall provide a group life insurance plan.
- (2) The plan shall provide fifty thousand dollars (\$50,000.00) insurance coverage for post-probationary employees until age sixty-five (65). Thereafter, the amount of coverage shall decrease to twenty-five thousand dollars (\$25,000.00).

Group insurance coverage will cease for all employees at age seventy (70).

- (3) The plan shall include provision for conversion at the time of retirement or termination.
- (4) The plan shall also include coverage for accidental death and dismemberment.
- (5) The plan shall be as provided in the Addendum - Group Life and Long Term Disability Insurance Plans.
- (6) The Employer shall pay one hundred per cent (100%) of the premium.

(d) *Long Term Disability Insurance Plan*

- (1) The Employer shall provide a long term disability insurance plan.
- (2) The plan shall cover post-probationary employees and provide such employees with two-thirds (2/3) salary continuation until the age of sixty-five (65) in the event of a disability.
- (3) The plan shall be as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.
- (4) The Employer shall pay one hundred per cent (100%) of the premium.

- (e) Coverage under all provisions of Article 11.09 shall commence on the first (1st) day of the calendar month immediately following the completion of the employee's probationary period. Post-probationary casual employees who successfully bid into a regular position shall be eligible for coverage the first (1st) of the calendar month following their appointment to a regular position.

11.10 Unemployment Insurance Coverage.10 Unemployment Insurance Coverage

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

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

11.11 Superannuation.11 Superannuation

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

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

The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for Superannuation, pension and medical coverage. In the event that Extended Health Benefits or a Dental Plan becomes available to retirees under the present Superannuation scheme, the Employer will render the same assistance with respect thereto at the point of retirement. It is understood that this shall be at no cost to the Employer.

The parties agree to send a joint letter to the Minister of Finance (Minister Responsible for the Superannuation Plan) requesting that the Minister conduct an examination of:

- (1) the cost implications of amending the *Pension (Municipal) Act* to permit employees covered by this Collective Agreement to retire at age fifty-five (55) without any reduction in benefit entitlements otherwise payable at age sixty-five (65), and
- (2) the extent to which similar early retirement provisions exist in British Columbia.

11.12 Union Advised of Changes.12 Union Advised of Changes

The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

11.13 Printing of the Agreement.13 Printing of the Agreement

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

This Agreement shall be printed in a Union Shop and bear a recognized Union label.

The size and print size of the Collective Agreement shall be as per the 1989-1991 Collective Agreement.

HEABC shall select the colour and shall be referenced first on the cover of the 1991-1994 Standard Collective Agreement. In the succeeding Collective Agreement, the Union shall select the colour and be referenced first on the cover.

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.

11.14 Occupational Health and Safety.14 Occupational Health and Safety

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

The 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 no more than two (2) persons 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 Workers' Compensation Board 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 will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will

also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

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.

In-service and/or instruction in caring for aggressive residents will be made available to employees. When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to those employees who may be required to care for that resident. The information will include specific instructions on the approach to take when providing care to that aggressive resident. Employees who encounter an unsafe situation involving an aggressive resident shall be entitled to seek assistance from any other available staff.

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.

11.15 Transportation Allowance.15 Transportation Allowance

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-five cents (\$0.35) per mile. Minimum allowance shall be two dollars (\$2.00).

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

ARTICLE 12 - SEVERANCE ALLOWANCEARTICLE 12 - SEVERANCE ALLOWANCE

12.01 Employees Who Qualify Defined.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) is terminated because the employee's services are no longer required due to closure of the long term health care facility, job redundancy, etc., except employees dismissed for cause, or

- (3) dies in service, or
- (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 layoff, or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a layoff status, in which event the severance allowance shall be payable forthwith.
- (c) Eligibility shall not be dependent upon participation in or contribution to the *Pension (Municipal) Act*.
- (d) Regardless of length of service, a severance allowance shall be paid to an employee (enrolled under the provisions of the *Pension [Municipal] Act*) who is required to retire because of medical disability as defined under the *Pension (Municipal) Act*.
- (e) Regardless of length of service, in the case of an employee not enrolled in the *Pension (Municipal) Act*, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the *Pension (Municipal) Act*.

**12.02 Definition of Service Related to Calculation of Severance Allowance Monies.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 the date of HEU certification) as a regular full-time or regular part-time employee (Article 1.02 - Definition of Employee Status), subject to the application of Article 7.03 and the following:
 - (1) An employee voluntarily terminating his/her service and who is later hired by another HEU certified 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 HEU 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 7.03. 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.

12.03 Calculation of Severance Allowance Monies.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 one thousand (1,000) hours into his/her sixteenth (16th) year, he/she shall be entitled to:

14 years' service	7 weeks
15th year	2.5 days
1000 hours additional	$\frac{1000}{1957.5} \times 2.5$ days
	1.277 days

Effective the beginning of the first pay period after June 23, 1994 but no later than June 30, 1994, the calculation is:

1000 hours additional	$\frac{1000}{1879.2} \times 2.5$ days
	1.33 days

or 1.33 days

- (b) Length of service for part-time employees shall be calculated as follows:
 - (1) Total hours worked divided by thirty-seven point five (37.5) hours to establish weeks of service (effective the beginning of the first pay period after June 23, 1994 but no later than June 30, 1994, total hours worked divided by thirty-six (36) hours to establish weeks of service), and 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 retirement.

ARTICLE 13 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.

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

ARTICLE 14 - VARIATIONS

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

ARTICLE 15 - BINDING TRIBUNAL

At the option of the Union, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by a Board of Arbitration within the meaning of the *Labour Code of the Province of British Columbia*, or its successor Act, by the Union giving written notice to the Employer and the Minister of Labour. One member of the Board shall be appointed by the Employer or its duly authorized or accredited bargaining agent, one (1) by the Union and a third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party.

Prior to commencing the arbitration proceedings, the Chairperson of the Arbitration Board 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 16 - CONTRACTING OUT

The Employer agrees that it will not contract out bargaining unit work to any outside agency which would result in the laying off of employees within the Bargaining Unit. The Employer shall discuss with representatives of the Local Union any functions that it intends to contract out that could otherwise be performed by members of the Hospital Employees' Union within the facility, except where an emergency exists.

ARTICLE 17 - Savings Clause

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 5 of the Collective Agreement.

ARTICLE 18 - VOLUNTEERS

It is agreed that volunteers have a role to fill in the operation of a long term care facility and are an important link to the community being served. Any volunteers used shall be supernumerary to

established positions in the Bargaining Unit and will not result in the layoff of Bargaining Unit employees; nor will volunteers be used to fill established positions within the Bargaining Unit.

It is further agreed that utilization of volunteers, as of the date of execution of this Agreement, is consistent with the above.

ARTICLE 19 - CHILD CARE

The Employer and the Union agree to establish a Joint Committee to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by this Agreement.

ARTICLE 20 - EFFECTIVE AND TERMINATING DATES

This Agreement shall be effective from April 1, 1991 and shall remain in force and be binding upon the parties until March 31, 1996 and from year to year thereafter unless terminated by either party on written notice served during the month of December, 1995.

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

All wage increases shall be effective from April 1, 1991. All other changes shall be effective from the date of ratification unless otherwise specified in the Collective Agreement.

Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement of the parties ~~at any time during the life of this Agreement.~~

ARTICLE 21 - SUPERIOR BENEFITS OR VARIATIONS

All superior benefits or variations contained in Attachments, except as they are amended by negotiations, shall be continued in the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYERS:

Per:

Gary Moser, President & CEO

Per:

Joanne Arnold, Vice President

Per:
Mark Brown, Manager, Consulting Services

Dated this _____ day of _____, 1994.

SIGNED ON BEHALF OF THE HOSPITAL EMPLOYEES' UNION:

Per: _____
C. Allevato, Secretary-Business Manager

Per: _____
F. Muzin, President

Per: _____
M. LaPlante, Financial Secretary

Per: _____
C. Russell, Chairperson, Provincial Bargaining Committee

Per: _____
J. Amendt, Member, Provincial Bargaining Committee

Per: _____
C. Metcalfe, Member, Provincial Bargaining Committee

Per: _____
R. Gerrath, Member, Provincial Bargaining Committee

Per: _____
P. Gidney, Member, Provincial Bargaining Committee

Per: _____
J. Dawson, Member, Provincial Bargaining Committee

Per: _____
J. Peters, Member, Provincial Bargaining Committee

Per: _____
S. Pawliuk, Member, Provincial Bargaining Committee

Per: _____
P. MacLeod, Member, Provincial Bargaining Committee

Dated this _____ day of _____, 1994.

ADDENDUMADDENDUM

Part-Time EmployeesPart-Time Employees

A regular part-time employee as defined in Article 1.02 - Regular Part-time Employees, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

(a) Vacations

Regular part-time employees shall be credited with and granted vacations as set out in Article 9.02; that is, eight percent (8%) during the first (1st) year of regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Article 9.02.

(b) Statutory Holidays

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.

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, two point eighty-eight (2.88) hours off with pay every thirty-three (33) days for employees working an average of fourteen point four hours (14.4) per week, or pay in lieu thereof; or a proportionate amount depending on time worked. In the calculation of statutory holiday pay owing, hours worked prior to the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, will be based on the formula in paragraph one.

(c) Sick Leave

Seven point two (7.2) days (54.0 hours) per year for those working an average of fifteen (15) hours per week per calendar year, or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 11.03.

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, seven point two (7.2) days, (fifty-one point eighty-four (51.84) hours) per year for those working an average of fourteen point four (14.4) hours per week per calendar year or a proportionate amount depending on time worked.

(d) Special Leave

Two and three-fifths ($2\frac{3}{5}$) days ($19\frac{1}{2}$ 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 special leave credits shall be paid in conformity with Article 7.07.

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, two and three fifths ($2\frac{3}{5}$) days (18.72 hours) per year for those working an average of fourteen point four (14.4) hours a week per calendar year, or a proportionate amount depending on time worked.

(e) 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.

(f) Increment Progression

Based on calendar length of service with the Employer.

(g) Seniority

Applicable on a proportionate basis.

ADDENDUMADDENDUM

Language Provisions - Wage SchedulesLanguage Provisions - Wage Schedules

All employees affected by this Agreement shall automatically move to the pay rate indicated in accordance with their service with the Employer.

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.

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

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

ADDENDUMADDENDUM

Wage SchedulesWage Schedules

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Employees' Agreement on the dates set out on the Wage Schedule.

ADDENDUMADDENDUM

WagesWages

- (a) A general wage increase of eighty-five dollars (\$85.00) per month shall be applied to all categories effective April 1, 1991.
- (b) A general wage increase of fifty dollars (\$50.00) per month shall be applied to all categories effective April 1, 1992.
- (c) Also effective April 1, 1992 (after having applied the fifty dollars (\$50.00) in item (b) above), there shall be an additional adjustment of one percent (1%).
- (d) In lieu of a general wage increase under the wage reopener for 1993-1994, effective the beginning of the first pay period after ratification, but in any event no later than June 30, 1994, the work week is reduced to thirty-six (36) hours and the hourly rate will be increased by four point one seven percent (4.167%) as provided in Article 8.07 (f).
In lieu of implementing the thirty-six (36) hour work week effective October 1, 1993, employees shall receive an increase of 2.8% for all hours worked at the applicable hourly rate from October 1, 1993 until the implementation date of the 36 hour work week.
- (e) Effective April 1, 1994 and again April 1, 1995, all wage rates shall be increased by one and one-half percent (1.5%).
- (f) If the weighted average hourly end rate percentage increase in the public service/public sector in the period from April 1, 1993, to March 31, 1996, is more than the weighted average hourly end rate percentage increase in the agreements of the unions over the same period by more than 0.6%, an across the board percentage increase equal to the amount of the difference between the public service/public sector increases plus 0.6% and the unions' increases will be applied to all rates in the unions' Agreements, effective March 1, 1996. For purposes of the above calculation, the figures shall include all pay equity payments in the public service/public sector and all pay equity payments in the agreements of the unions except the HEU comparability payment.
- (g) A special allowance of six dollars (\$6.00) per shift will be paid to nurses designated in charge of a facility for a specified shift.

STANDARD WAGE SCHEDULE STANDARD WAGE SCHEDULE

Job Category	April 1, 1993 * Received Pay Equity	April 1, 1994 + * Pay Equity \$49/Month + ** One Increment deleted on 3-Step Rates + 1.5% General Wage Increase	Date of Implementation of 36-hour Work Week	October 1, 1994 + 3.7% General Increase	April 1, 1995 + * Pay Equity \$36/Month + 1.5% General Increase
Resident Care Aide Activity Aide Start	*2,365 (14.55)	2,400 (14.77)	2,400 (15.38)	2,489 (15.96)	* 2,563 (16.43)
12 Months	* 2,436 (14.99)	2,473 (15.22)	2,473 (15.85)	2,565 (16.44)	* 2,640 (16.92)
Housekeeping Aide	* 2,292 (14.10)	2,326 (14.31)	2,326 (14.91)	2,412 (15.46)	* 2,485 (15.93)
Laundry Aide	* 2,292 (14.10)	2,326 (14.31)	2,326 (14.91)	2,412 (15.46)	2,448 (15.69)
Cook I	2,525 (15.54)	* 2,613 (16.08)	2,613 (16.75)	2,710 (17.37)	* 2,787 (17.87)
Cook II	2,403 (14.79)	* 2,489 (15.32)	2,489 (15.96)	2,581 (16.54)	* 2,656 (17.03)
Dietary Aide	* 2,292 (14.10)	2,326 (14.31)	2,326 (14.91)	2,412 (15.46)	2,448 (15.69)
Maintenance	2,459 (15.13)	2,496 (15.36)	2,496 (16.00)	2,588 (16.59)	2,627 (16.84)
Janitor/Utility	* 2,292 (14.10)	2,326 (14.31)	2,326 (14.91)	2,412 (15.46)	* 2,485 (15.93)
Receptionist/C lerk Start	* 2,244 (13.81)	** 2,328 (14.33)	2,328 (14.92)	2,414 (15.47)	* 2,487 (15.94)
12 Months	* 2,294 (14.12)	** 2,382 (14.66)	2,382 (15.27)	2,470 (15.83)	* 2,544 (16.31)
24 Months	* 2,347 (14.44)	-- --	-- --	-- --	-- --

Effective October 1, 1993, employees shall receive an increase of 2.8% for all hours worked at the applicable hourly rate from October 1, 1993 to the implementation date of the 36-hour work week. Hours worked will be deemed to include paid worked hours, paid sick leave, vacation, injury on duty leave and other paid leaves paid by the employer.

ADDENDUMADDENDUM

HEABC/HEU Pay Equity PlanHEABC/HEU Pay Equity Plan

1. The parties agree with the principle that pay equity wage adjustments should be applied to certain wage categories in the HEABC/HEU Standard Collective Agreement.
2. The parties agree to make interim pay equity adjustments, in accordance with point #9, prior to finalizing pay equity.
3. The parties agree that the purpose of pay equity is to eliminate gender-based wage discrimination.
4. The parties agree that the implementation of pay equity will be incorporated into the Collective Agreement.
5. The parties agree that pay equity adjustments will be applied prior to implementing general wage increases.
6. The parties agree that there will be no red-circling or wage reduction for any employee as a result of the implementation of pay equity.
7. The parties agree that interim pay equity adjustments will be made prior to implementing a comprehensive pay equity plan.
8. The parties agree that pay equity adjustments, including retroactivity, will be paid to all employees in eligible categories, including casual employees.
9. The pay equity adjustments shall be implemented as follows:
 - (a) *Year 1*

Effective April 1, 1991, an interim pay equity adjustment of seventy-five dollars (\$75.00) per month shall be paid to all wage categories listed in Appendix I.

Effective April 1, 1991, the bottom increment step in respect of all categories, for which increment steps are now part of the wage structure, shall be eliminated.

Effective April 1, 1991, to the extent that any further adjustments are applied to the HLRA/HEU plan, such pay equity adjustments shall be applied in the same manner to the HEABC/HEU plan.
 - (b) *Year 2*

Effective April 1, 1992, such pay equity adjustments that are applied to the HLRA/HEU plan shall be applied in the same manner to the HEABC/HEU plan.
10. Effective April 1, 1993, and any subsequent years, adjustments that are applied to the HLRA/HEU plan shall be applied in the same manner to the HEABC/HEU plan.
11. *Pay Equity Arbitration Board*

The parties agree that any disputes between the parties about the interpretation, application, or alleged violation of the provisions of the pay equity plan shall be referred

to a three-person Pay Equity Arbitration Board chaired by Vince Ready. In the exercise of jurisdiction under this paragraph, the Pay Equity Arbitration Board will be limited to ruling on pay equity adjustments only and will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that the Pay Equity Arbitration Board will have rendered a decision on any outstanding issues within thirty (30) days of the matter being referred to it.

"*Munroe Recommendation*" from the Framework Agreement, April 30, 1994

HEU and HEABC agree to an increase of 3.7% across the board, effective October 1, 1994. This does not apply to the wage categories for Registered Nurse, Graduate Nurse, and Physiotherapist (II).

Wage categories for *Registered Nurse, Graduate Nurse, and Physiotherapist (II)*, shall be entitled to the same pay rate adjustments available to their corresponding job category under the HEABC(CCERA)/BCNU agreement or the HEABC/HSA Master Agreement, as the case may be.

The parties agree that comparability adjustments pursuant to the HLRA/HEU Framework Agreement, "*Munroe Recommendation*" will be applied in the same manner to the employees and employers covered by this agreement. The Employer will make every effort to pay such comparability adjustments within sixty (60) calendar days following the determination of the adjustments between the parties.

Either party may refer any outstanding issue under this section for binding determination to the pay equity arbitrator pursuant to the Addendum - Pay Equity Plan, item #11 - Pay Equity Arbitration Board.

Nothing in the foregoing shall in anyway change the obligations or rights of the HEU and HEABC as specified in the Addendum - Pay Equity Plan, item #10 of the collective agreement.

The manner and payment of the 3.7% in October, 1994 is without prejudice.

ADDENDUMADDENDUM

HEABC/HEU Pay Equity PlanHEABC/HEU Pay Equity Plan

APPENDIX I

Standard Categories:

Resident Care Aide/Activity Aide

Housekeeping Aide

Laundry Aide

Dietary Aide

Receptionist/Clerk

Non-Standard Categories:

Arrowsmith Lodge: Receptionist/Unit Clerk/Messenger/Driver

Blenheim Lodge: Receptionist/Accounts Clerk

Central City Mission: A.R.P. Case Worker/Unit Clerk

Desk Security/Financial Aide/Word Processor

Dania Home: Ward Clerk

False Creek Residence: Life Skills Instructor

Little Mountain Place: Accounts Clerk

Care Clerk/Receptionist

Nanaimo Travellers Lodge: Daycare Program Worker

New Vista Care Home: Kitchen Porter

Cooks Helper

Dishwasher

Care Clerk

Account Clerk

ADDENDUMADDENDUM

RetroactivityRetroactivity

Employees who have severed employment subsequent to April 1, 1991, shall be paid full retroactivity of the general increases in salary to the date of severance. The Employer shall notify all such employees (once in writing) at their last known mailing address that such retroactivity is payable upon written application.

The Employer will make every effort to make such retroactive payments within sixty (60) calendar days of the date of signing of this Agreement.

ADDENDUMADDENDUM

Group Life and Long Term Disability Insurance PlansGroup Life and Long Term Disability Insurance Plans

PART A - Group Life Insurance Plan

Section 1 - Eligibility

Regular full-time and regular part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

Section 2 - Benefits

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

Section 3 - Premiums

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

PART B - Long Term Disability Plan

Section 1 - Eligibility

- (a) Regular full-time and regular part-time employees who are on staff at the date of the signing of the Agreement and who are not presently disabled from working or who join the staff following that date shall, upon completion of the three (3) month probationary period, become members of the Long Term Disability Plan as a condition of employment.
- (b) Seniority accumulation and benefit entitlement for employees on long term disability shall be consistent with the provisions of Article 7.03 of the Collective Agreement, which reads:

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

If an unpaid Leave of Absence or an accumulation of unpaid Leaves of Absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (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 and seniority upon expiration of the unpaid leave.

Employees on long term disability shall be considered employees for the purposes of superannuation in accordance with the *Pension (Municipal) Act*.

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 for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

Section 2 - Waiting Period and Benefits

In the event an employee, while enroled in this Plan, becomes totally disabled as a result of an accident or an illness 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, to a maximum of fifteen hundred dollars (\$1,500.00) per month, in accordance with the Plan which shall be filed with the Union. The fifteen hundred dollars (\$1,500.00) shall be increased to two thousand dollars (\$2,000.00) for disabilities which occur following the date of ratification (August 6, 1992).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) 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, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

Section 3 - Total Disability Defined

- (a) Total disability, as used in this Plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in his/her normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision **LIMITATIONS AND EXCLUSIONS**.
- (b) 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.
- (c) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (d) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.

- (e) If an employee who is receiving this Long Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"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.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty percent (80%) of the employee's earnings at the date of disability.

If the 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 and Limitations

Exclusions

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

1. intentionally self-inflicted bodily injury or sickness, while sane or insane;
2. rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces; and
3. flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.

Limitations

1. An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he/she is prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which he/she has received benefits provided by this policy.
2. In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 - Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- (i) *Workers' Compensation Act, or similar law;*
- (ii) Department of Veterans' Affairs;
- (iii) Retirement or Pension Plan with any employer;
- (iv) any disability provision or any group insurance policy; and
- (v) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan.

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his/her income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 - Successive Disabilities

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed his/her previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one (1) period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- (i) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- (ii) thirty (30) days, whichever is greater.

Section 7 - Expiration of Sick Leave

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting period when the long term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long term disability benefit, or bank the unused sick leave credits for future use.

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.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to his/her former job, exercising his/her seniority rights if necessary, pursuant to Article 3.03 of the Collective Agreement.

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 provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 - Premiums

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

Section 10 - Waiver of Premium

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his/her insurance shall be waived for the period during which benefits are paid.

Section 11 - Claims

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his/her employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 - Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

ADDENDUMADDENDUM

Casual EmployeesCasual Employees

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) 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.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department, except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 6.13(a) of the Collective 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 position is filled by a casual employee under Section 3 and that position will last more than three (3) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one(31) days in the position provided always that the employee has completed the probationary period under Section 12(1) of this Addendum:
 - (i) Article 11.09
 - (a) medical plan
 - (b) dental plan and extended health care plan
 - (c) group life insurance
 - (d) long term disability insurance plan.
 - (c) 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.
 - (d) Casual employees receiving benefits under this Section shall not be entitled to receive benefits under Section 15(2).
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
- (1) Article 3 - Technological, Automation and Other Changes;
 - (2) Article 6 - Seniority, Articles 6.01, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10 and 6.13(c);
 - (3) Article 7 - Leave of Absence;
 - (4) Article 8 - Hours of Work and Overtime; Articles 8.03 and 8.07(i) and (j);
 - (5) Article 9 - Statutory Holidays and Annual Vacations, Articles 9.03 and 9.04;
 - (6) Article 10 - Conditions of Employment, Article 10.03;
 - (7) Article 11 - General Provisions, Articles 11.03, 11.04, 11.08, 11.09 and 11.11;
 - (8) Article 12 - Severance Allowance.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. 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.

8. The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall call, by telephone, 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. Only one (1) call need be made to any one (1) casual employee, provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called.
 - (2) 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 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.
 - (3) If the casual employee who is being called fails to answer or declines the invitation to work or is unable 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.
 - (4) Casual employees who are employed by any other health care facility in any capacity shall notify the Employer ten (10) days prior to the beginning of each month: (a) the name of the other health care facility; (b) the schedule that they are required to work at the other health care facility; and (c) the days and times that they shall be available for work.

Where the employee fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on five (5) consecutive occasions in a period or periods during which they indicate they will be available to work may be terminated.
 - (5) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
9. Casual employees shall not be dismissed except for just and proper cause.
10. 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 (1) 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.

11. (1) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at 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 (2) weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
 - (a) of the master casual seniority list; and
 - (b) of each classification registry maintained by the Employer.
-
12. (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours. In the calculation of probationary periods, hours worked prior to the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, will be based on four hundred and eighty-eight (488) hours.
 - (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 6.01 of the Collective 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 6.01.
-
13. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
 - (1) dividing his/her number of seniority hours by a factor of seven point five (7.5), which shall be deemed to be the number of days worked; and then

Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, dividing his/her number of seniority hours by a factor of seven point two (7.2) which shall be deemed to be the number of days worked; and then
 - (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.

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

15. (1) Provided that the employee so elects within sixty (60) days of the completion of one hundred eighty (180) hours of work (effective the beginning of the first period after June 23, 1994, but no later than June 30, 1994, one hundred and seventy-two point eight (172.8) hours of work), or after the completion of each two (2) year period thereafter, casual employees shall have an option to enrol in the following benefit plans:

- (a) medical services plan;
- (b) dental plan;
- (c) extended health plan.

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

(2) In order to fund the cost of those benefits in whole or in part, the Employer shall pay such employees eleven point two percent (11.2%) of their straight time pay in addition to any payments prescribed by Section 14.

Such employee shall then pay to the Employer, in advance, the full cost of such benefits and shall maintain payment of them by any method agreeable to the Employer from month-to-month.

Payment under this Section shall in no event exceed the cost of the benefit premiums.

(3) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits and the employee shall cease receiving payments under subsection (2). Thereafter, the employee shall only be entitled to re-enrol in the sixty (60) day period following the completion of a further two (2) calendar years of employment as a casual employee.

16. 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 0.714; and then
- (2) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.5. Effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, this factor shall be reduced to seven point two (7.2) hours.

17. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14 and 15 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 three (3) days the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees 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.

18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
19. All the provisions of this Addendum shall be effective October 1, 1987.

ADDENDUMADDENDUM

**PARKRIDGE HOSPITAL AND SIMPSON HOSPITALPARKRIDGE HOSPITAL AND
SIMPSON HOSPITAL**

(as of August 1, 1994 - MAPLE RIDGE INTERMEDIATE CARE)

Pension Plan

The Addendum - Pension Plan applies only to Parkridge Hospital and Simpson Hospital, effective as of December 1, 1982 and March 31, 1989, respectively.

All regular full-time and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Pension Plan, the terms and conditions of which are as follows:

1. Type of Plan

The Plan will be a Defined Contribution Pension Plan.

2. Rates and Terms of Contributions

The contribution rate will be three percent (3%) by the Employer and three percent (3%) by the employee, subject to the following conditions:

- (a) Irrespective of the vesting formula, Employer contributions will remain in the fund when employees terminate their employment.

3. Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be regularly available and in any case each member will receive an annual statement of his/her accumulated balance.

4. Investment of Contributions

All contributions will be directed to a guaranteed current interest account, provided that the intermediary chosen to hold the funds agrees to book value payouts.

5. Vesting

- (a) Employer contributions will be vested in the employee as to fifty percent (50%) after five (5) years of contributory employment and this percentage will increase by ten percent (10%) each subsequent year, reaching one hundred percent (100%) after ten (10) years.
- (b) On termination of employment before retirement age, a non-vested employee will receive the balance arising from his/her own contributions in cash. A vested employee will have the option to withdraw his/her own contributions, but if such option is exercised, the Employer contributions will be forfeited by the employee. Employer contributions on behalf of both non-vested and vested employees will remain in the fund.

6. Re-Allocation of Employer Contributions

Employer contributions forfeited by terminating employees will be re-allocated annually on a pro-rated basis to the accounts of the remaining employees so that the percentage allocated to each employee will equal the percentage this his/her account bears in relation to total funds (e.g., an employee whose individual account at the time of annual re-allocation constitutes five percent (5%) of total funds will receive five percent (5%) of the re-allocated employee's contribution).

7. Employee Participation

All employees will participate in the Plan upon completion of the probationary period and will make contributions accordingly and such contributions will be matched by the Employer.

8. Payments to Estate

In the event of death prior to retirement, the balance of the individual account, based on Employer and employee contributions, will be paid in cash to the estate or designated beneficiary.

9. Early or Late Retirement

In the event of early or late retirement (at ages from fifty-five (55) years to seventy-one (71) years), the retiring employee will be entitled to the pension purchasable at the attained age based on the balance of the individual account. In the case of an employee who elects to retain employment with the Employer beyond the age of sixty-five (65), no further contributions will be made from his/her sixty-fifth (65th) birthday, unless by mutual consent between Employer and employee.

10. Free Pension Shopping

On retirement, the employee will be provided with free pension shopping for the purchase of an annuity from any company licensed in Canada to provide such annuities and will be entitled to a full range of options.

11. No Charges To Employees

There will be no charges to employees on contributions, death, termination or retirement benefits.

12. Administration Costs

All costs of administration will be borne by the Employer.

APPENDIX "A"APPENDIX "A"

List of Group of Long Term Care Facilities Represented by HEABC (Certain Employers Formerly Represented By The Continuing Care Employee Relations Association of British Columbia) and Certified by the Hospital Employees' Union.

Facility

Arrowsmith Lodge	Little Mountain Place
Beckley Farm Lodge	Luther Court
Blenheim Lodge	Maple Ridge Intermediate Care
Buchanan Memorial Sunset Lodge	Mountain View Lodge
Castleview Care Centre	M.S.A. Manor
Cedarview Lodge	Nanaimo Travellers Lodge
Central City Mission	Nelson Jubilee Manor
Central Park Manor	New Vista Care Home
Columbus Residence	Normanna Rest Home
Cooper Place	Parkridge Hospital
Crossroads Treatment Centre	Rainbow Gardens
Dania Home	Richmond Lions Manor
Dr. F.W. Green Memorial Home	Rosewood Manor
Evergreen Baptist Home	Royal Arch Masonic Home
False Creek Residence	Sagebrush Lodge
Golden Ears Retirement Centre	Salmon Arm Pioneer Lodge
Greenwoods	Shorncliffe
Hardy View Lodge	Simpson Hospital
Haro Park Centre	St. Jude's Anglican Home
Jackman Manor	Sunnybank Retirement Home
Kimberley Special Care Home	Sunset Lodge
Kinsmen Retirement Centre	Three Links Care Centre
Kiro Manor	Trinity Centre Care Society
Kiwanis Lodge	Youville Residence
Kiwanis Village Care Home	

MEMORANDUM OF UNDERSTANDING MEMORANDUM OF UNDERSTANDING

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

**RE: Schedules with Work Days Greater than 7.2 Hours and Up to RE: Schedules
with Work Days Greater than 7.2 Hours and Up to
and Including 8 Hours per Day**

The purpose of this Memorandum of Understanding is to vary or clarify the terms of the 1991-1996 Standard Collective Agreement between the parties so that an expanded work day/compressed work week can be introduced.

This Memorandum of Understanding is effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, for hours worked after this period, and applies to schedules with work days greater than seven point two (7.2) hours per day and up to and including eight (8) hours per day.

- (a) It is understood and agreed by the parties that the present position of the Employer and the employees will not be compromised by this Memorandum of Understanding. The employers and employees affected by this Memorandum of Understanding shall not lose or gain any benefit or benefits presently enjoyed under the terms of the Collective Agreement.
- (b) It is understood and agreed by the parties that the introduction of this plan shall not work to the detriment of the Employer when related to part-time or casual employees. No employer or employee will receive pay or benefits superior to those negotiated in the Standard Collective Agreement for his/her classification and status because of the fact of working an expanded work day/compressed work week.
- (c) It is understood and agreed by the parties that for the purposes of this Memorandum of Understanding, days have been converted into working hours where applicable, so that one (1) day shall equal seven point two (7.2) paid hours.
Example: Three (3) days' compassionate leave equals seven point two (7.2) hours times three (3) days= 21.6 paid hours.
- (d) It is understood and agreed by the parties that regular full-time employees normally receive 1872 hours' pay in the fifty-two (52) week period commencing from the first scheduled shift in January.

For the purposes of calculating days off the employee will receive a minimum of one hundred and fifteen (115) days off (two (2) days per week plus a minimum of eleven (11) statutory holidays) in a fifty-two (52) week period commencing with the first scheduled work shift in January.

It is further understood and agreed that an employee may work a shift on the three hundred and sixty-fifth (365th) day or three hundred and sixty-sixth (366th) day

(in a Leap Year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled then overtime shall not apply for same.

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

$$\text{Hourly rate} = \frac{\text{monthly rate} \times 12}{1872}$$

It is understood and agreed by the parties that the attached clause revisions are for administrative clarity and indicate the way which the expanded work day/compressed work week will be implemented. These revisions may be modified or expanded upon to comply with the philosophy expressed in Section (a) of this Memorandum of Understanding.

Revisions to the Standard Collective Agreement for the purposes of this Memorandum are as follows:

Article 6 - Seniority

6.01 Portable Benefits

(cc) Sick Leave

The employee shall be credited with any unused accumulation of sick leave from his/her previous employment up to a maximum of eleven hundred and twenty-three point two (1123.2) working hours, and shall be entitled to sick leave in accordance with the provisions of Article 11.03 commensurate with his/her accumulated seniority.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of 1123.2 hours prior to beginning of the first pay period after June 23, 1994, but no later than June 30, 1994, shall retain the accumulated balance to their credit.

Article 7 - Leave of Absence

7.03 Unpaid Leave - Affecting Seniority and Benefits

An employee granted unpaid Leave of Absence totalling up to one hundred and forty-four (144) working hours 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 one hundred and forty-four (144) working hours in any year, the employee shall not accumulate benefits for any additional hours of unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

7.04 Unpaid Leave - Union Business

(a) Short-term leave of absence without pay to a maximum of one hundred point eight (100.8) working hours 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 the time lost in attending meetings during working hours whenever their attendance is requested by the Employer. 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 one hundred point eight (100.8) working hours unless this would unduly interrupt the operation of the department. Employees granted such leaves of absence shall retain all rights and privileges accumulated prior to obtaining such leaves. Seniority shall continue to accumulate during such leaves and shall apply to such provisions as annual vacations, increments and promotions.

7.06 Compassionate Leave

Compassionate Leave of Absence of twenty-one point six (21.6) working hours with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household, or with whom the employee permanently resides.

7.07 Special Leave

Special leave credits may be used for the following reasons:

1. Marriage Leave - thirty-six (36) working hours.
2. Paternity Leave - seven point two (7.2) working hours.
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 fourteen point four (14.4) working hours at one time.
4. Leave of seven point two (7.2) working hours may be added to twenty-one point six (21.6) working hours' compassionate leave.
5. Leave of twenty-one point six (21.6) working hours may be taken for travel associated with compassionate leave.
6. Adoption Leave - Seven point two (7.2) working hours.

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

Article 8 - Hours Of Work And Overtime

- 8.07 (c) If an employee works overtime on a Statutory Holiday which calls for a premium rate of pay as provided at Article 9.01, the employee shall be paid overtime at the rate of time and one-half (1.5) times the premium Statutory

Holiday rate for all hours worked beyond the normally scheduled hours for that day.

Article 9 - Statutory Holidays And Annual Vacations

9.01 If an employee is required to work on Good Friday, Labour Day or Christmas Day, the employee shall be paid at the rate of time and one-half (1.5) plus straight time for all hours worked. In addition, each regular employee will receive seven point two (7.2) paid hour off.

If an employee is required to work on one of the Government proclaimed Statutory Holidays listed in Article 9.01 other than Super Stats, the employee shall be paid at the rate of double time for all hours worked, and in addition, will receive seven point two (7.2) paid hours off.

9.02 Vacation

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

1 year's continuous service - 144.0 working hours' vacation
2 years' continuous service - 144.0 working hours' vacation
3 years' continuous service - 144.0 working hours' vacation
4 years' continuous service - 144.0 working hours' vacation
5 years' continuous service - 151.2 working hours' vacation
6 years' continuous service - 158.4 working hours' vacation
7 years' continuous service - 165.6 working hours' vacation
8 years' continuous service - 172.8 working hours' vacation
9 years' continuous service - 180.0 working hours' vacation
10 years' continuous service - 187.2 working hours' vacation
11 years' continuous service - 194.4 working hours' vacation
12 years' continuous service - 201.6 working hours' vacation
13 years' continuous service - 208.8 working hours' vacation
14 years' continuous service - 216.0 working hours' vacation
15 years' continuous service - 223.2 working hours' vacation
16 years' continuous service - 230.4 working hours' vacation
17 years' continuous service - 237.6 working hours' vacation
18 years' continuous service - 244.8 working hours' vacation
19 years' continuous service - 252.0 working hours' vacation
20 years' continuous service - 259.2 working hours' vacation
21 years' continuous service - 266.4 working hours' vacation
22 years' continuous service - 273.6 working hours' vacation
23 years' continuous service - 280.8 working hours' vacation
24 years' continuous service - 288.0 working hours' vacation
25 years' continuous service - 295.2 working hours' vacation
26 years' continuous service - 302.4 working hours' vacation
27 years' continuous service - 309.6 working hours' vacation
28 years' continuous service - 316.8 working hours' vacation
29 years' continuous service - 324.0 working hours' vacation

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

Supplementary Vacations

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-six (36) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy-two (72) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one-hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (d) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one-hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

9.04 Splitting of Vacation Periods

Annual vacations for employees with less than seventy-two (72) working hours' vacation shall be granted in one (1) continuous period.

Article 11- General Provisions

11.03 Sick Leave

- (a) Sick leave credits with pay shall be granted on the basis of ten point eight (10.8) working hours per month, cumulative up to eleven hundred and twenty-three point two (1,123.2) working hours.
- (d) Sick Leave pay shall be paid for one (1) scheduled work day or less not covered by the Workers' Compensation Act.

Addendum - Group Life and Long Term Disability Insurance Plans

Part B - Long-Term Disability Plan

Any employee granted Unpaid leave of Absence totalling up to twenty (20) working days (effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994: one hundred and forty-four (144) hours) 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 (effective the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994: one hundred and forty-four (144) working hours), the employee shall not accumulate benefits from the twenty-first (21st) day (effective the beginning of the first pay after June 23, 1994, but no later than June 30, 1994: one hundred and forty-fifth (145th) hour) of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and received credit for previously earned benefits and seniority upon expiration of the unpaid leave.

MEMORANDUM OF UNDERSTANDING MEMORANDUM OF UNDERSTANDING

Between
HOSPITAL EMPLOYEES' UNION
And
HEALTH EMPLOYERS ASSOCIATION of B.C.

RE: Framework Agreement RE: Framework Agreement

The following Memorandum makes reference to Unions other than the HEU. As a result, parts of this Memorandum may not specifically apply to HEU.

In the event of a dispute over the terms contained in this Memorandum, both parties to this Memorandum agree that the original documents will be used in evidence and argument.

Section 1: Framework Agreement

APRIL 30, 1994

1. *Introduction*

The Minister of Health recently released a paper, "New Directions for a Healthy British Columbia". The paper sets out "specific actions to be implemented by the Government in cooperation with health providers and all British Columbians" with the goal of improving the health system and ensuring its sustainability.

The government accepts the view of the Royal Commission on Health Care and Costs that there should be greater emphasis on community-based care and that the province should attempt to reduce the amount of time spent in acute care facilities to approximately 850 patient days per year for each 1,000 people in the province.

This change in emphasis requires a change in the allocation of resources, including human resources. The Ministry of Health estimates that this shift could involve a reduction, in the next three years, of 4800 FTEs ("full time equivalents") from facilities funded by the Hospital Care division of the Ministry.

The government and the unions and employers directly affected by these reductions believe that it is in the public interest to proceed with restructuring in a cooperative way. The following agreement seeks to provide a framework for:

- ◆ consultation with respect to health reform and the best delivery of health services; and
- ◆ cooperation to reduce the impact of the FTE reductions on the employees in the system.

The agreement also seeks to avoid potential collective bargaining disputes by defining terms of employment in continuing care facilities for a three year period.

2. *Parties*

The parties to this framework agreement ("the present agreement") are: the Government of B.C., HEABC, on behalf of the Employers listed in Appendix 1; BCNU; and HEU. In the present agreement, the term "parties" refers to all the foregoing parties. The term "Unions" refers to BCNU and HEU.

The representatives of the government agree to recommend to the government the parts of the present agreement that impose obligations on the government. HEABC agrees to recommend to the Employers listed in Appendix 1 for ratification the provisions of the present agreement that are HEABC undertakings and also those that modify the Collective Agreements. Each of the unions agree to recommend for ratification by its membership the provisions of the present agreement that are undertakings by the union and also those provisions that modify the Collective Agreement.

3. *Scope*

The present agreement covers the HEABC and its members and the Unions and their members within the facilities listed in Appendix 1.

Nothing in this agreement will interfere with the rights of unions or union members in bargaining units where another union (i.e., a union other than one of the Unions that is a party to the present agreement) is the bargaining agent.

4. *Monetary General Increases*

The work week reduction is in lieu of a general increase for any Union for the contract year beginning April 1, 1993. The wage re-openers or COLA provisions that would otherwise have been effective on April 1, 1993, therefore are void.

On April 1 of each of 1994 and 1995, the general increase shall be 1.5%. The general increases shall be across the board, except where the Unions and HEABC agree to vary this.

"Munroe Recommendation": HEU Only

HEU and HEABC agree to an increase of 3.7% across the board, effective October 1, 1994. This does not apply to the wage categories listed in Appendix 2.

Wage categories listed in Appendix 2 shall be entitled to the same pay rate adjustments available to their corresponding job category under the HEABC(CCERA)/BCNU agreement or the HEABC/HSA Master Agreement, as the case may be.

The parties agree that comparability adjustments pursuant to the HLRA/HEU Framework Agreement, "Munroe Recommendation" will be applied in the same manner to employees and employers covered by this agreement. The Employer will make every effort to pay such comparability adjustments within sixty (60) calendar days following the determination of the adjustments between the parties.

Either party may refer any outstanding issue under this section for binding determination to the pay equity arbitrator pursuant to the Addendum- Pay Equity Plan, item #11 - Pay Equity Arbitration Board.

Nothing in the foregoing shall in anyway change the obligations or rights of the HEU and HEABC as specified in the Addendum - Pay Equity Plan, item #10 of the collective agreement.

The manner and payment of the 3.7% in October, 1994 is without prejudice.

Protection Clause

If the weighted average hourly end rate percentage increase in the public service/public sector in the period from April 1, 1993, to March 31, 1996, is more than the weighted average hourly end rate percentage increase in the agreements of the Unions over the same period by more than 0.6%, an across the board percentage increase equal to the amount of the difference between the public service/public sector increases plus 0.6% and the Unions increases will be applied to all rates in the Unions' agreements, effective March 1, 1996. For purposes of the above calculation, the figures shall include all pay equity payments in the public service/public sector and all pay equity payments in the agreements of the Unions except the HEU comparability payment.

No Other Changes

The above provisions replace all provisions in any of the agreements relating to compensation increases during the period until March 31, 1996. The other monetary and non-monetary provisions of the Collective Agreements not modified by the present agreement remain in effect.

Extensions

The duration of each of the Collective Agreements is extended by two years, and terminates on March 31, 1996, subject to the continuation provision of the Collective Agreement.

Pay Equity

BCNU

Pay equity increases shall be 1%, effective on April 1 of each year (i.e., 1993, 1994, and 1995), and will be applied consistent with the BCNU Memorandum of Agreement, page 69.

HEU

As per Addendum Pay Equity Plan #10.

5. *Work Week*

Effective on the beginning of the first pay period after ratification, the work week is reduced to 36 hours. HEABC and each of the Unions will negotiate appropriate amendments to their standard agreement to accommodate the change to the lesser number of hours. Differences that arise in the implementation will be resolved through a process of expedited arbitration pursuant to Section 20 (b) of the present agreement. In lieu of implementing the 36 hour work week effective October 1, 1993, employees shall receive an increase of 2.8% for all hours worked at the applicable hourly rate from October 1, 1993 until the implementation date of the 36 hour work week.

6. *Employment Security: General*

HEABC and the Unions agree that all HEU and BCNU members in facilities covered by the present agreement will be protected by employment security as set out in the present agreement. The government agrees that it will not displace HEU, BCNU, or other union members in other bargaining units in order to fulfil the terms of this program.

There will be no bargaining unit layoff during the term of the present agreement unless the employee is offered a generally comparable job in the public service, public sector, or non-profit community sector in their region. The parties will define "generally comparable" and "region" in accordance with Vince Ready's recommendations dated June 16, 1993, and subsequent recommendations.

Where the new employer lacks an LTD plan and/or a comparable pension plan, the labour adjustment program may seek to permit the employee to continue on the Healthcare Benefit Trust LTD plan and/or the Pension (Municipal) Plan for a specified period, provided that the program covers the cost of the coverage.

The effective date of this employment security undertaking is the effective date of the present agreement. However, employees who were laid off (i.e., eligible for assistance under the former Labour Adjustment Program) after January 1, 1992, and who are still unemployed are eligible, in preference to external applicants, for placement undertaking and agreements. The labour adjustment program will evaluate the circumstances of each laid off employee on an individual basis and seek a placement or other satisfactory resolution on a priority basis.

It will be mandatory for employers in the acute care and long term care sectors to participate in priority placement. Such employers will either enter into an agreement with the Ministry of Health or comply with any undertaking required of them by regulation and for greater clarity will comply with their obligations with respect to the labour adjustment program.

The expectation of the program is that employees will be hired into vacancies on the basis of seniority. If, after a bona fide effort, the employee or the employer believes that the new work situation is fundamentally unsatisfactory, either of them can seek the assistance of the labour adjustment program. In such cases, the program will attempt to assist with a resolution, failing which the employee will return to the original employer and will continue to be covered by the employment security provisions of the present agreement.

7. *Reduction Process*

The specific process for reduction with respect to the union bargaining units is set out below. The Unions will seek to facilitate the process within the context of their responsibilities to their members.

The parties agree that voluntary solutions are the best ones, and will make every effort to achieve them. The employer together with the unions will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions can be accomplished on a voluntary basis by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary options, where more employees are

interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

The parties at the facility level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

In the case of voluntary job sharing that assists in the needs of labour adjustment, the labour adjustment program will pay the additional cost of group benefits that result from the job sharing arrangement.

Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the terms of the respective collective agreements. Employees identified by this process will be laid off only if:

- ◆ they chose layoff instead of options for continued employment with the same employer in another position, including a temporary position*; or
- ◆ they refuse placement into a generally comparable position with another employer in the region.

* (Note: Regular employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.)

8. *Priority for Vacancy: Process*

Regular on-going vacancies in any facility covered by agreements between HEABC and the Unions will be filled according to each Union's priority as set out below. Vacancies with other facilities covered by collective agreements will be filled in accordance with the selection procedures in those agreements, after which (if the vacancy still exists) in accordance with applicable provisions set out below.

BCNU

1. Regular employees in the bargaining unit of that facility and casual employees with more than 2400 hours seniority in the bargaining unit of that facility who have indicated in writing a desire for regular work. (Notwithstanding the foregoing, the provision pertaining to casuals is not in effect from the date of signing of the present agreement to December 31, 1995.) The vacancy will be filled in accordance with the selection criteria in the collective agreement;
2. Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;
3. Other qualified employees who are identified by the labour adjustment program, in accordance with seniority;
4. Bargaining unit members in that facility who are casual employees (other than those covered by 1 above), in accordance with the criteria in the collective agreement;
5. External candidates, including displaced non-contract personnel.

Employees transferring from any HEABC facility, where the Union represents those employees, to any other HEABC facility, where the Union represents the

employees, will port seniority and service and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees in another facility, but only becomes ported after the employee moves into an existing vacancy.

HEU

1. Regular employees in the bargaining unit of that facility and casual employees with more than 2400 hours seniority in the bargaining unit of that facility who have indicated in writing a desire for regular work. (Notwithstanding the foregoing, the provision pertaining to casuals is not in effect from the date of signing of the present agreement to December 31, 1995.) The vacancy will be filled according to the criteria in the collective agreement;
2. Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;
3. Other qualified employees who are identified by the labour adjustment program, on the basis of seniority;
4. Bargaining unit members in that facility who are casual employees according to the criteria in the collective agreement;
5. External candidates, including displaced non-contract personnel.

Employees transferring from any HEABC facility, where the Union represents those employees, to any other HEABC facility, where the Union represents the employees, will port seniority and service and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees in another facility, but only becomes ported after the employee moves into an existing vacancy. The amount ported is limited to the average in the receiving facility.

9. *Transfers*

In the event that services or programs are transferred from one employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority as outlined above. An employee can refuse a transfer if:

- ◆ the transfer is out of the region; or
- ◆ except where the transfer is a result of the closure of a facility, the employee has other employment options under the collective agreement at the facility from which the service or program is being transferred.

The facility receiving the program will determine the number and category of employees. Where the receiving facility does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the collective agreement and, if applicable, the present agreement.

10. *Dispute Resolution*

Disputes about the interpretation, application, or alleged violation of these employment security provisions shall be referred to a named arbitrator who shall render a binding decision on an expedited basis. (*See section 7*)

11. *Union Undertakings*

HEU and BCNU agree that they will enact union policy recommending to its members that they facilitate and expedite the job selection, placement and bumping processes.

12. *Voluntary Early Retirement and/or Severance*

The parties to this agreement have access to the early retirement program established under the HEABC (HLRA/UNIONS) Master Framework Agreement.

13. *Enhanced Consultation, Input*

The parties undertake to proceed expeditiously to implement the following:

- ◆ HEABC and the Unions agree that they will become party to committees formed under the Accord between HSA/HEU/BCNU, HLRA, and the government on a regional basis to develop proposals for outreach and satellite programs in the community within the region. The government agrees that it will not discriminate against facilities in evaluating the merits of these proposals and will also consider the public interest in employee job security as set out in this agreement.
- ◆ The parties will agree to mechanisms to promote participation by Unions and by union members designated by Unions, in health reform and utilization management to ensure that:
 - ◆ health reform objectives are advanced;
 - ◆ waste, inefficiencies, and inappropriate utilization are reduced or eliminated; and
 - ◆ employee workloads are not excessive or unsafe.
- ◆ There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.
- ◆ The Ministry of Health will establish an increased role for Unions and union members designated by Unions, in decision-making in the health system, at the level of the facility and also provincially. This will include access to information needed for informed participation. For example, the unions will be represented on the Funding Methodology Committee of the Ministry.

14. *Workload Language*

Add provision to the HEABC (CCERA)/BCNU Standard Collective Agreement as per the workload language in the HSA Master Agreement.

15. *Labour Adjustment Agency*

The parties will cooperate in the operation of the Health Care Labour Adjustment Agency which will administer the labour adjustment program. The Board of the Agency will consist of organizational representatives plus a chair as already determined. The objectives of the Agency will include coordination of placement of displaced employees and facilitation of the ability of acute care hospitals to deliver employment security in the

context of the provisions of the present agreement. The program budget for labour adjustment for 1994 and 1995 will be as approved by the Ministry of Health for the Labour Adjustment Agency.

16. *Government Fiscal Policy*

Subject to approval of the legislature, the government plans to maintain the resources allocated to the combined sectors of hospital care and community services for 1993-94, and increase the real expenditure in the combined sectors in comparison to 1992-93.

17. *Shared Risk Assistance For Employers*

The Ministry of Health will cooperate with HEABC to establish within existing funding a "shared risk" arrangement to assist continuing care employers whose situation is such that they are unable to meet their job security undertakings within their budget after taking all appropriate measures.

18. *Labour Relations Code*

The parties agree that 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 unions agree that the present agreement gives notice of technological change and complies with the notice periods in the Collective Agreements.

19. *Term*

Except for provisions which continue or amend the agreements between the Employers and the Unions, the present agreement expires on March 30, 1996.

20. *Effective Dates*

(a) The effective date of this agreement will be the date on which the agreement is ratified by both parties.

(b) ***The 36- Hour Work Week***

Shift schedules shall be implemented by the beginning of the first pay period after ratification, but no later than June 30, 1994. Any disputed shifts will be implemented on a date set by the arbitrator.

In the event the parties are unable to resolve any shift schedule, either party may refer the dispute to expedited final offer selection arbitration. All referrals must take place prior to the seventh day following ratification or within three (3) working days of the dispute arising. The referral shall be on a form (attached as Appendix "A") and faxed to the arbitrator and other party.

The arbitrator shall be Vince Ready. The arbitrator and the parties will work together to ensure the disputes are handled in an efficient manner.

The procedure for the final offer selection shall be:

- (i) The onus will be on each party to establish that its respective position conforms to the factors above and will continue to provide efficient and effective health care services.
- (ii) The parties shall fax their written position and their rationale in five (5) pages or less to the arbitrator with a fax copy to the other party within three (3) working days after the referral to arbitration.
- (iii) The expedited arbitrator may contact the parties if clarification is required on these submissions.
- (iv) The expedited arbitrator shall issue by fax a final and binding decision (on the form attached as Appendix "B") within four (4) working days of receiving both presentations.

21. *Vince Ready Recommendations*

The parties agree to incorporate the recommendations issued by Mr. Vince Ready in accordance with the following:

(a) *Appendix "A" - May 28, 1993*

- (i) Items 2. (1) (2) (3) (4) and (6) # 13, #14, and #20 do not apply to this agreement.
- (ii) Effective dates will be in accordance with the agreement of the parties.
- (iii) Article and Section numbers will be revised as per the relevant Collective Agreements.
- (iv) References to the Employers and the trade unions will be revised consistent with the present agreement. All references to HSA are deleted.
- (v) Any other revisions as required to ensure consistency with the present agreement will be made.
- (vi) *Item 18*

In addition, internal candidates filling temporary positions shall retain their previous status at the expiry of the posting.

External candidates filling temporary positions shall not be covered under the Employment Security provision of this present agreement.

(Agreement to the above is on a without prejudice basis and will not be used by either party in any third party proceedings involving the HEABC (H.L.R.A.)/Unions Tentative Framework Agreement and subsequent arbitration awards/decisions.)

(b) *Re Definition of "Generally Comparable Job" - June 16, 1993*

Re When and to Whom is a Comparable job Offer Issued? - June 16, 1993

Re 36- Hour Work Week - June 16, 1993

Re Definition of "Region" - June 16, 1993

- (i) Effective dates will be revised to conform to the agreement of the parties.
- (ii) Article and Section numbers will be revised as per the relevant Collective Agreements.
- (iii) References to Employers and trade unions will be revised as per the present agreement. All references to HSA will be removed.
- (iv) Any other revisions required to ensure consistency with the present agreement will be made.

(c) *Re Definition of "Generally Comparable Job" - August 19, 1993*

- (i) Effective dates will be revised to conform to the agreement of the parties.
- (ii) Article and Section numbers will be revised as per the relevant Collective Agreements.
- (iii) References to Employers and trade unions will be revised as per the present agreement. All references to HSA will be removed.
- (iv) Any other revisions required to ensure consistency with the present agreement will be made.

22. *Colin Taylor Recommendations*

The parties agree to incorporate the recommendations issued by Mr. Colin Taylor in accordance with the following:

Re 36-Hour Work Week - September 6, 1993

Re 36-Hour Work Week - January 6, 1994

- (i) Effective dates will be revised to conform to the agreement of the parties.
- (ii) Article and Section numbers will be revised as per the relevant Collective Agreements.
- (iii) References to Employers and trade unions will be revised as per the present agreement. All references to HSA will be removed.
- (iv) Any other revisions required to ensure consistency with the present agreement will be made.

Section 2 - Vince Ready Clarifications

From Vince Ready's May 28, 1993 Recommendations.

1. *Employee's Return*

If after a bona fide effort within three months of placement the employee or the Employer believes that the new work situation is fundamentally unsatisfactory, either of them can seek the assistance of the Labour Adjustment Program. In such cases, the program will attempt to assist with the resolution failing which the employee will return to the original Employer and will continue to be covered by the employment security provisions of the present agreement.

Upon return to the original Employer, the parties will cooperate at finding other comparable positions. A return that is due to the employee's belief that the new work situation is fundamentally unsatisfactory, may only occur one further time. In such case, the Labour Adjustment Program will work with the employee to find alternative satisfactory solutions.

Before an employee would move to another position, they would have received displacement notice from the Employer therefore they do not require a second displacement notice. However, with HEU, if there is now an employee whom the returning employee can bump, they would have the option of bumping that employee.

3. and 23. **Interim Solutions and Productive Employment**

Until permanent placement can be found, and all steps have been taken, and an employee cannot be placed, the parties will cooperate to ensure employees will be productively employed by:

- a) a return to the previous position if available
- b) relief work if available, including a vacancy in a regular position pending placement of a successful candidate
- c) project work
- d) supernumerary work
- e) relief work with another Employer within a particular area on the basis of secondment. This particular area will be finalized when the definition of "region" is resolved.

The principles that will guide the application of the interim solutions will be as follows:

- 1) The Employer will identify potential relief work with the date the work is available, commencement and completion dates within the facility.
- 2) The parties will cooperate by ensuring displaced employees move to this relief work.
- 3) Once an employee is placed in relief work, all parties will continue to find a permanent solution.
- 4) Employees will maintain their current status and pay while filling a temporary position.

- 5) The relief work will be filled consistent with the Collective Agreements. It is understood that displaced employees may be used to fill both short term and posted relief positions as defined under the individual Collective Agreements.
- 6) Employees will be provided with adequate orientation to perform the duties of their job efficiently and safely.
- 7) An employee doing relief work will be moved to a permanent placement when available.

5. **When and to Whom is a Comparable Job Offer Issued?**

Due to the complexity of these issues I request the parties make submissions to me by Wednesday, June 2, 1993. Such submissions will not be in excess of five (5) pages.

Following receipt of the submissions, I will issue my determination forthwith.

6. **Public Service/Public Sector Includes Pricare**

Public service/public sector includes Pricare facilities.

8. **Placement Assistance**

To facilitate health care reform, the Labour Adjustment Program will:

- 1) Register vacancies.
- 2) Assist in identifying vacancies in the public service/public sector by region.
- 3) Register displaced employees and employees seeking voluntary transfers.
- 4) Match employees to vacancies.
- 5) Notify Employers, employees and Unions of the matches.
- 6) The Employer/Employee will have five (5) days to accept/reject the match.
- 7) If the match is acceptable, the employee reports to the new Employer within a further (3) three days. The vacancy and the employee are removed from the register. The time lines on this paragraph may be extended by mutual agreement on an individual basis.
- 8) If the employee does not accept the match, they are laid off. The vacancy is entered on the LAA register.

9. **Reduction Placement Process**

The process for placement into regular ongoing vacancies requires clarification.

BCNU

- 1) Criteria in Collective Agreements means Article 13.02 and 13.03.
- 2) Selection criteria refers to Article 16.
- 3/4) Qualified is as per the current Collective Agreement.
- 5) Criteria in Article 16.

6) Article 16.

HEU

- 1) Criteria in Collective Agreement means Article 6.02.
- 2/3) Qualified is as per the current Collective Agreement.
- 4) Criteria in Collective Agreement means Article 6.02.
- 5) Article 6.02.

All Unions

In BCNU under steps 3 and 4; and HEU under steps 2 and 3 these issues would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of the respective Collective Agreements shall apply.

Vacancies - Clarify as follows: A vacancy posting will take place only once.

Once step 1 and 2 under BCNU, and step 1 under HEU, have taken place and the vacancy has not been filled, then the vacancy shall be registered with the Labour Adjustment Agency for a minimum period of 14 days. Following the 14 days, the Employer will consider casuals who have previously applied for this position under step 5 for BCNU, and step 4 for HEU. Following that, step 6 for BCNU, and step 5 for HEU will apply.

11. Workload

Each Collective Agreement has a procedure and process for dealing with workload issues. Additionally, the Tentative Framework Agreement contains specific provisions relating to excess and unsafe workloads, including new language specific to the BCNU. The processes in each of the Collective Agreements shall continue to be used to resolve issue(s) concerning excess and unsafe workloads.

12. Principles

In light of the numerous references to cooperation in the Tentative Framework Agreement, the following reflects the clarification of these items.

The purpose of the Accord is to establish a transitional process including employment security and is based upon cooperative, harmonious and mutually beneficial relationships between all parties.

The goal is to improve the health care system for the benefit of all.

The parties agree upon the following guiding principles:

New Directions

The parties agree that cooperation is achievable through a variety of ways:

- system approach
- employment/work protection

- workable processes
- recognition of all health care workers
- local flexibility and autonomy in a cooperative manner consistent with the Tentative Framework Agreement and Collective Agreements (flexibility/ autonomy)
- provincial approach to employment through the Labour Adjustment Agency
- Collective Agreement remain in force
- change = creativity, problem solving, trust cooperation
- effective utilization of resources.







15. **Protection Formula - Principles**



The weighted average hourly end rate percentage increase is clarified as follows:

- FTE count to be done April 1, 1993 and March 31, 1996.
- Time frame - April 1, 1993 - March 31, 1996.
- The unionized public service/public sector will be defined as per the former *Compensation Stabilization Act*.
- These numbers generated by the new Compensation Bureau and provided to the parties.
- The formula produces a percentage adjustment equal to any increase above 11.2%.
- The Government will address the extra funding needed for this adjustment.

16. **Canvassing - Reduction Process**

Canvassing shall take place on a joint basis over a 14 day period as outlined below. The parties may extend these time periods.

- 1) All workers at the facility to be canvassed for: = 7 days
 - a) early retirement/severance
 -  LAA to provide guidelines
 -  Notify LAA
 -  Fast track response from LAA
 - b) Job sharing
 - c) Other voluntary options, i.e.:
 -  Contact LAA for vacancies elsewhere
 -  Retraining consistent with LAA guidelines and meeting the needs of the Tentative Framework Agreement
 -  Other mutually agreed options
- 2) Specific positions identified: = 7 days

-  Meet at department level
-  Local authority in discussions

- 3) The results of a canvass will be reported to the appropriate joint committee
- 4)
 - a) If placements are available through voluntary solutions they are actioned.
 - b) If not, then displacement notices are issued as per the Collective Agreements.

Note: A. The Tentative Framework Agreement contemplates using resources to create vacancies, (e.g., early retirement) for labour adjustment purposes. While employees have rights under the Collective Agreements to job postings for vacancies, if the result would be a person filling the vacancy without achieving any labour adjustment, the vacancy would be cancelled. In this context, the parties at the facility level will need to cooperate to find labour adjustment solutions and will have available to them the assistance of the Labour Adjustment Agency.

Note: B. **Early Retirement/Severance**
The intention of targeted early retirement/severance is to meet the labour adjustment needs of the restructuring health care system. This means that the priority call on the available funds is to resolve downsizing problems where other solutions are unavailable or unlikely to resolve the problems within a reasonable timeframe. In particular, employees in the following circumstances are likely to be priority candidates for early retirement:

- i) employed at facilities where there is limited generally comparable employment in the same region;
- ii) employed at the Shaughnessy Site of University Hospital;
- iii) employed in circumstances where the retirement would directly assist in the placement of employees described in (i) and (ii).

It is understood by the Government that the early retirement/severance solution is an attractive one for employees and Employers, and has some fiscal offsets (for example, reduced use of LTD, etc.). The parties agree to cooperate to find cost effective ways within existing budgets of extending the option to as many acute care employees as possible.

If it appears to the parties to the Tentative Framework Agreement that there will be continuing labour adjustment requirement for a program of early retirement/severance, the parties will discuss funding options. The Government will consider recommendations with respect to the foregoing during its budgetary process.

17. **Hospital Employees' Union Undertaking**

HEU will recommend to its members that, in the spirit of cooperation and in support of health care reforms and the optimum delivery of health care, they will exercise their options, including job selection, placement and bumping, as early as possible.

In order to facilitate and expedite this undertaking, the Employer will identify positions available to the employee as early as possible.

18. **Regular Ongoing Vacancies**

Positions funded for specific project, i.e., grant funded, capital projects, etc., will be posted pursuant to the Collective Agreements and the Tentative Framework Agreement.

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

In addition, internal candidates filling temporary positions shall retain their previous status at the expiry of the posting.

External candidates filling temporary positions shall not be covered under the Employment Security provision of this present agreement.

(Agreement to the above is on a without prejudice basis and will not be used by either party in any third party proceedings involving the HEABC(HLRA)/Unions Tentative Framework Agreement and subsequent arbitration awards/decisions.)

19. **Term**

This section states the present agreement expires March 30, 1996. This means all parts of the agreement expire except: the 36 hour work week continues, the wages and pay equity are implemented, the "Munroe Recommendations" continue, the BCNU workload language at page 11 continues, the accumulated seniority on March 30, 1996 continues, if there is a resolution of nursing supervisory positions at page 11 it applies, and dispute resolution for disputes arising prior to March 30, 1996.

22. **Assistance for Employers**

The Ministry of Health and HEABC will cooperate by:

- immediately meeting to clarify the financial liability for the shared risk arrangement.

24. **FTE Reductions - Non-Contract**

The Government and Employers agree to develop a Labour Adjustment Program for non-contract employees covering the period of this Agreement. The details to be worked out.

25. **FTE Reductions - Contracting In/Contracting Out**

Contracting out is dealt with consistent with the Collective Agreements and the Tentative Framework Agreement.

I recommend that any dispute concerning the above matters shall be referred to the expedited arbitration procedure set out in the Tentative Framework Agreement.

Section 3 - 36 Hour Work Week

From Vince Ready's June 16, 1993 Recommendations.

The following factors are to be considered in the implementation of the 36 hour work week:

- (1) The terms of each Collective Agreement;
- (2) The operational needs of the Employer to provide health care;
- (3) The projected savings of approximately 2.0% of payroll when implementing the 36 hour work week;
- (4) Subject to the above, the employee preferences with respect to the following alternative shift schedules:
 - (a) 7.5 hour days, with a day off every 5th week;
 - (b) 7.5 hour days, with days off taken in a block at specific times, e.g. during periods of bed closures or other slow periods;
 - (c) 8 hour days with a 9 day fortnight;
 - (d) Shorter work days;
 - (e) Extended hours;
 - (f) Any other alternative deemed appropriate by the parties.

In the event the parties are unable to resolve any shift schedule, either party may refer the dispute to expedited final offer selection arbitration. All referrals must take place prior to the seventh day following ratification or within three working days of the dispute arising.

Shift schedules shall be implemented by the beginning of the first pay period after June 23, 1994, but no later than June 30, 1994. Any disputed shifts will be implemented on a date set by the arbitrator.

The arbitrator shall be Vince Ready. The arbitrator and the parties will work together to ensure the disputes are handled in an efficient manner.

The procedure for the final offer selection shall be:

- (1) The onus will be on each party to establish that its respective position conforms to the factors above and will continue to provide efficient and effective health care services.
- (2) The parties shall fax their written position and their rationale in five (5) pages or less to the arbitrator with a fax copy to the other party within three (3) working days after the referral to arbitration.
- (3) The expedited arbitrator may contact the parties if clarification is required on these submissions.
- (4) The expedited arbitrator shall issue by fax a final and binding decision within four working days of receiving both presentations.

Re: Changes to the Collective Agreements and Memoranda

The parties are to:

- (1) Make the necessary changes to their Collective Agreements to incorporate the 36 hour work week within 30 days of ratification.
- (2) Review and resolve outstanding Memoranda with regard to hours of work.

In the event a dispute arises over (1) or (2) above, I shall retain jurisdiction as an expedited arbitrator to resolve those matters.

Section 4 - Region

From Vince Ready's June 16, 1993 Recommendations.

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

- (1) The road distance between the employee's current workplace and the potential placement facility is:
 - (a) Group 1 - Within 50 kilometers where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding University Hospital (Shaughnessy Site) which is included in Group 2 below, and all of Greater Victoria and all of the Saanich Peninsula.
 - (b) Group 2 - Within 75 kilometers where the employee's current job is located in all other areas except for the above.
- (2) If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to the employee's present job.
- (3) In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by 20 percent.
- (4) Notwithstanding the above:
 - (a) Where there are options, i.e. more than one position available at the same time, the Labour Adjustment Agency shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one is near the limit of the region on one side of the employee's current Employer, and the employee's residence and the other placement option is on the other side of the current Employer, the Agency would attempt to place the employee with the Employer nearest to the employee's residence.

- (b) Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the Labour Adjustment Agency, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "region" with respect to that employee in order to increase potential placement opportunities.

Section 5 - When and to Whom is a Comparable Job Offer Issued? Section 5 - When and to Whom is a Comparable Job Offer Issued?

From Vince Ready's June 16, 1993 Recommendations.

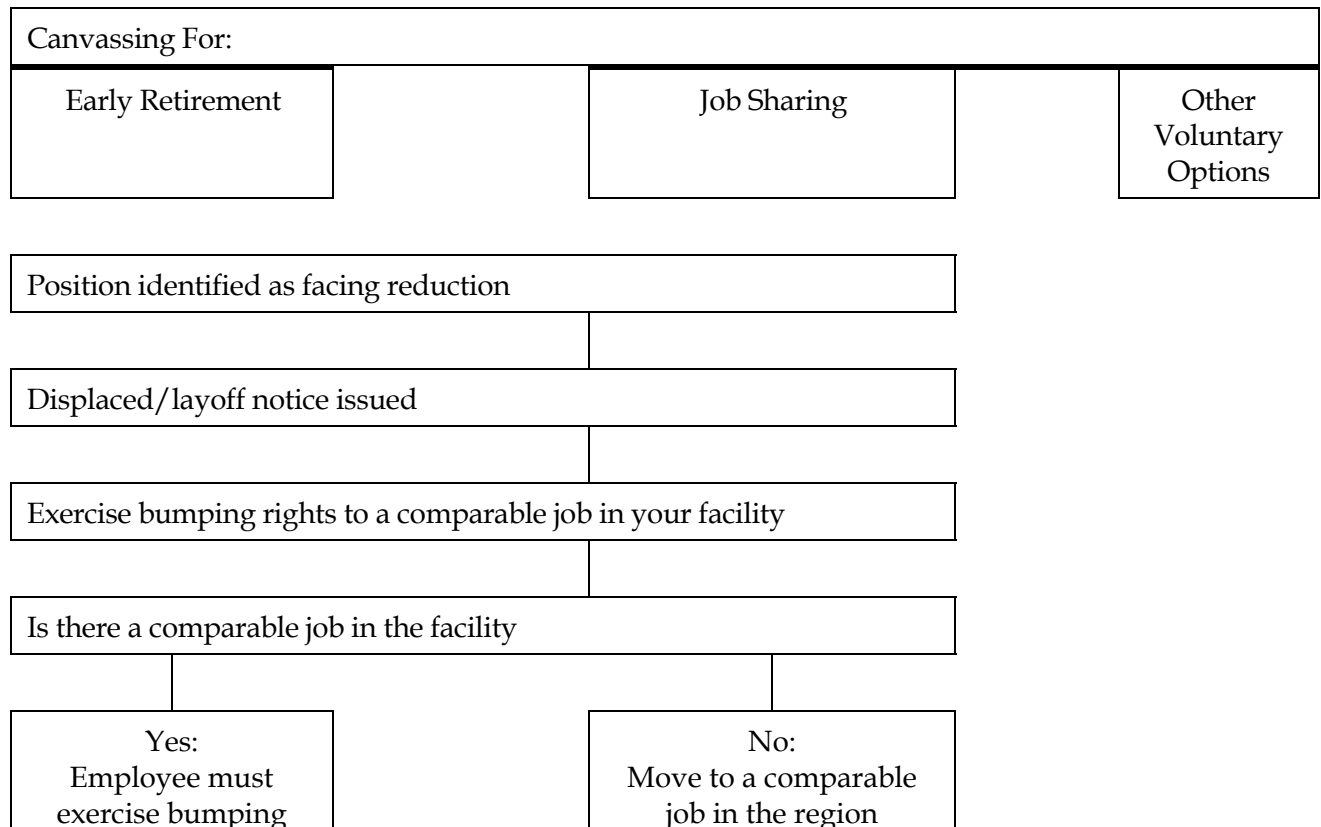
A generally comparable job is offered to those employees who have been given displacement or bumping notice and have been unable to access a generally comparable job, as defined under the Tentative Framework Agreement, by exercising their Collective Agreement rights as a displaced or bumped employee within their home facility.

An example of how these recommendations apply is as follows:

A full-time employee will not be required to bump or be reassigned to a .5 position.

EMPLOYMENT SECURITY - HEU

Process:



rights

OR
at the employee's
discretion exercise
bumping rights as per
the Collective Agreement
to bump into a less than
comparable job

Section 6 - Generally Comparable

A. From Vince Ready's June 16, 1993 Recommendations.

A "generally comparable" job is defined as follows:

A job with the same Employer, another Employer in the public service, public sector or non-profit community sector which is within ten percent of the rate of pay* the displaced employee was receiving at the time of displacement.

In calculating the ten percent differential the parties must include wages and the following benefits:

- medical, dental, extended health, group life and long term disability.

Where the new Employer lacks a long term disability plan the provisions of paragraph 1, page 6 of the Tentative Framework Agreement may be applicable in which case this benefit will not be considered in calculating the differential.

Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the Labour Adjustment Agency, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "generally comparable" with respect to that employee in order to increase potential placement opportunities

- * The rate of pay means a comparison at the top step of the increment scale.

B. From Vince Ready's August 19, 1993 Decision

I will deal with the first question. The intent of item 9 on page 4 of my Clarification Letter was that employees would not normally receive a promotion through the bumping, reduction or reassignment process.

The three Collective Agreement are also consistent with this view.

Clearly, to apply the term "within" to mean 90 percent to 110 percent would render this clarification meaningless and would also alter the existing Collective Agreements. This was not the intent of the word "within".

Therefore my decision on this issue is that the interpretation of "within ten percent" means from 90 to 100 percent of the employee's rate of pay and 103 percent in the case of the HEU.

I now turn to the second question. The intent of my Recommendations on "comparable job" was to determine what a comparable job is in regards to rate of pay. It was not my intent to determine that the Employer would utilize this definition to move a person who is regular full-time to a regular part-time position.

Therefore my decision is that an employee cannot have his/her status changed by using this definition of a generally comparable job. The appropriate provisions of the Collective Agreements must be invoked to move a person from full-time to part-time status.

Section 7 - Policy Dispute Resolution Process - Accord

The administrative process for the application of the Accord language on Dispute Resolution (see page 83) is as follows:

1. The parties to this process are the Government of B.C., HEABC, and each of BCNU and HEU.
2. If a difference arises between the parties relating to the interpretation, application, operation or alleged violation of the Accord which involves a policy issue or may have implications for other parties to this agreement, including whether a matter is arbitrable, the parties directly affected by the difference shall meet to attempt to resolve the dispute at stage 3 of the grievance procedure.
3. If the dispute remains unresolved, any party may submit the difference to Vince Ready as an expedited arbitrator within thirty (30) days of the stage 3 meeting.
 - (a) The party submitting the difference to arbitration shall notify the other parties to the agreement through the use of an Expedited Arbitration Form which shall include:
 - a. the name of the union, facility, and individual(s) involved;
 - b. the date of the alleged incident;
 - c. outline of the issue;
 - d. the remedy sought;
 - e. the degree of urgency;
 - f. the procedure requested and rationale;
 - g. the name, address and phone number of the contact person.
 - (b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.

- (c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the parties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process - Accord, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the prehearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other parties to this agreement, or whether the dispute should be handled in accordance with the provisions of the expedited arbitration process.

DISPUTE RESOLUTION PROCESS - ACCORD

The parties agree that employees may file grievances related to the Accord. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through the following expedited process. Referrals to this process will be made within thirty (30) days of the stage 3 meeting.

1. The parties agree that Colin Taylor, Heather Laing and Don Munroe are the expedited arbitrators for issues rising from the Accord.
2. Either party shall refer issues to the arbitrator utilizing an Expedited Arbitration Form. The form will include the name of the union, facility and individual(s) involved, the date of the alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.
3. The arbitrator shall arrange an arbitration hearing with twenty-eight (28) days of the referral.
4. The parties will utilize their own current staff to present the arbitration.
5. Each presentation will be short and concise, and not exceed two (2) hours in length per party.
6. The parties agree to limited use of authorities during their presentation.
7. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will become in accordance with Section 103 of the Labour Relations Code.
8. Where a mediation fails or is not appropriate, a decision will be rendered on an agreed to form and faxed to the parties within five (5) working days of the hearing.
9. All mediated resolutions or decisions of the arbitrators are 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.
10. If the arbitrator or the parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be referred back to the parties for disposition in accordance with the Policy Dispute Resolution Process.
11. It is understood that it is not the intention of either party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the Labour Relations Code.

Section 8 - Framework Agreement/ESA Job Sharing

The purpose of this Memorandum of Understanding is to allow for the implementation of job sharing as specified in the Framework Agreement.

This Memorandum is agreed to, subject to government funding to continue job sharing arrangements after March 30, 1996, until a subsequent Collective Agreement has been consummated between BCNU/HEU and HEABC.

Article 1 - Preamble

- 1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.
- 1.3 Job Sharing Arrangements entered into under this agreement shall serve a labour adjustment purpose and shall be governed by the conditions set out below.
- 1.4 The Labour Adjustment Agency will pay the additional cost of group benefits that result from such job sharing agreements.

Article 2 - Participation

- 2.1 Job sharing arrangements are voluntary and no employee shall be compelled or pressured into a job sharing arrangement by the Employer.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4). Such a request shall not be unreasonably denied subject to operational requirements and confirmation of a labour adjustment purpose.
- 2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.

Job sharers will be within the same department and classification except where the Employer and Union agree in good faith. (For BCNU, department shall be defined as those units sharing a common clinical focus, i.e., medical (surgical, extended care, intensive care, etc.).)
- 2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3, above.

* From Vince Ready's award dated April 21, 1994.

Article 3 - Maintenance of Full-Time Positions

- 3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement and the Framework Agreement.
- 3.3 If one job sharing partner decides to discontinue participating in a job share, she must give thirty (30) days' notice and she will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made, over a period of 30 days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement and the Framework Agreement.
- 3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement and covered by the employment security provisions of the Framework Agreement.
- Should the displaced employee have been regular full-time immediately prior to the job share, a comparable job will be defined as a regular full-time position for the purpose of registration with the Labour Adjustment Agency and/or internal options. Such employees can opt to define a comparable job as ± 2 of their FTE component of the job share. In either case, such employees' hours will be maintained only to the level the employee worked in the job share.
- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.

Article 4 - Schedules and Job Descriptions

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- 4.2 Job descriptions for the job sharing partners will be identical.
- 4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
- 4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

Article 5 - Benefits

- 5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Collective Agreement.
- 5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.
- 5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Unemployment Insurance and Canada Pension coverage.

Article 6 - Relief

- 6.1 Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

Article 7 - Dispute Resolution

Local disputes as to the implementation of Accord job sharing at the facility level should be referred to the Disputes Resolution Process of the Accord.

MEMORANDUM OF UNDERSTANDING MEMORANDUM OF UNDERSTANDING

between


HOSPITAL EMPLOYEES' UNION


and




HEALTH EMPLOYERS ASSOCIATION of B.C.

Re: Joint Health Care Reform Committees Re: Joint Health Care Reform Committees


The parties undertake to proceed expeditiously to implement the following:

 HEABC and the Unions agree that they will become party to committees formed under the Accord between HSA/HEU/BCNU/HLRA and the government on a regional basis to develop proposals for outreach and satellite programs in the community within the region. The government agrees that it will not discriminate against hospitals in evaluating the merits of these proposals and will also consider the public interest in employee job security as set out in this agreement.

 The parties will agree to mechanisms to promote participation by Unions and by union members designated by Unions in health reform and utilization management to ensure that:

-  health reform objectives are advanced;
-  waste, inefficiencies, and inappropriate utilization are reduced or eliminated;
- and
-  employees workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

 Joint Union-Management mechanisms shall consist of a local Labour Adjustment Committee composed of one representative designated by each Union (BCNU, HEU) and two representatives designated by the employer, or any other structure mutually agreeable to the parties at the regional or local level.

Term:

This Memorandum expires on March 30, 1996.

LETTER OF UNDERSTANDING LETTER OF UNDERSTANDING

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

Re: Employee Assistance Programs Re: Employee Assistance Programs

A joint HEABC/HEU Committee will undertake to conclude, before the expiry of the renewed Collective Agreement, a fact-finding study on Employee Assistance Programs to update information in the parties' possession so as to determine:

- (a) which HEABC facilities presently have Employee Assistance Programs;
(b) the kind of programs in place in these facilities; and
(c) other alternatives in the community, including multi-employer programs and programs in remote locations.

The parties will pay the costs of participation of their members on the Committee and will share equally common costs such as the cost of meeting rooms.

The Committee will make recommendations to the respective parties on criteria for acceptable Employee Assistance Programs, including ways to ensure the confidentiality of all participants.

The Committee will meet within sixty (60) days of the signing of the renewed Collective Agreement and will make a written report to the parties within six (6) months thereafter.

Signed on behalf of:

The Union

The Employer

Four horizontal lines for signature of The Union.

Four horizontal lines for signature of The Employer.

Dated this day of 1994.

LETTER OF UNDERSTANDING LETTER OF UNDERSTANDING

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

**Re: Report of the Royal Commission on Health Care and Costs
Re: Report of the Royal Commission on Health Care and Costs
Use of Licensed Practical Nurses**

Whereas the Report of the British Columbia Royal Commission on Health Care and Costs recommends that the Ministry of Health require the use of Licensed Practical Nurses in hospitals, long term care facilities and elsewhere where their employment is consistent with efficiency and quality care;

Therefore, the parties agree that upon signing this Agreement a committee of three (3) representatives of each party will be formed. The mandate of the committee will be to identify where the utilization of Licensed Practical Nurses in long term care facilities would be consistent with efficiency and quality care, and to submit a joint recommendation to the Ministry of Health containing the findings of the committee.

Signed on behalf of:

The Union

The Employer

Dated this _____ day of _____ 1994.

MEMORANDUM OF UNDERSTANDING MEMORANDUM OF UNDERSTANDING

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

**Re: Report of the Royal Commission on Health Care and Costs
Re: Report of the Royal Commission on Health Care and Costs
Education and Training of Employees**

Whereas the parties recognize the value of in-service education;

And whereas the Report of the Royal Commission on Health Care and Costs endorses training and education for health care employees to be affected by the changes proposed by the Royal Commission;

The parties agree that, upon the signing of the Collective Agreement, they will develop a joint proposal for the establishment of the necessary education and training programs.

And the parties further agree that they will cooperate in seeking government funding for such programs.

And the parties further agree that they will seek funding for a study to review the impact of the Royal Commission Report on HEU workers, including specific proposals for funding for retraining and upgrading to enhance job security of HEU workers.

Signed on behalf of:

The Union

The Employer

Dated this _____ day of _____ 1994.

MEMORANDUM OF UNDERSTANDING MEMORANDUM OF UNDERSTANDING

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

Whereas the Commission of Inquiry into the Public Service and Public Sector (the Korbin Commission) is conducting an examination into the application of benefit plans in the public sector, including Employers covered by the HEABC/HEU Standard Collective Agreement;

And whereas the HEABC benefit plans may be affected as a result of recommendations of the Commission;

And whereas both parties have bargaining proposals on the existing health and welfare plans, including the long term disability plan;

The parties agree as follows:

1. Both parties will withdraw their proposals on the health and welfare benefits, including long term disability, except that the maximum coverage under the Long Term Disability Addendum will be increased to two thousand dollars (\$2,000.00) per month.
2. HEABC will pursue, with its insurance carrier, the matter of direct dental billing and improved extended health claims reimbursement.
3. At the expiry of the Collective Agreement, should the health and welfare plans remain unaffected by the outcome of the Korbin Commission, neither party will have been deemed to have withdrawn their respective proposals during this round of bargaining.

Signed on behalf of:

The Union

The Employer

Dated this _____ day of _____ 1994.

LETTER OF INTENT LETTER OF INTENT

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

Re: Workload and Safety in the Workplace
Re: Workload and Safety in the Workplace

The parties will jointly approach the Minister of Health to form and to fund an Industry Workload and Safety in the Workplace Committee to research, investigate and make recommendations on safe workload levels. The Committee will consist of three (3) representatives nominated by the Union, three (3) representatives nominated by the Ministry and three (3) representatives nominated by HEABC.

The Committee will deal with a wide range of issues related to workload. It will review and consider the impact of workload on injury-on-duty, sickness and long term disability and will make recommendations in respect of it. Its mandate will include consideration of the impact of non-replacement of absent staff on employee workload and on employee health and safety.

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.

Recommendations by the Committee shall be by unanimous or majority vote, with each of the three (3) parties on the Committee having an equal vote irrespective of individual absences at a particular committee meeting. Recommendations will be made to the Executive Director, Continuing Care Division, Ministry of Health, to be used in the ongoing review of the staffing guidelines currently used in determining Ministry funding of facilities.

It is understood and agreed that this Letter of Intent shall not be construed as a limitation on the normal arbitral jurisdiction respecting workload/vacancy issues.

Signed on behalf of:

The Union

The Employer

Dated this

day of

1994.

LETTER OF INTENT LETTER OF INTENT

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

Re: Article 8.06 - Shift and Weekend Premiums
Re: Article 8.06 - Shift and Weekend Premiums
Article 11.09(b) - Dental and Extended Health Care Plans
Article 11.09(c) - Group Life

The parties agree that, in the event that during the term of the Collective Agreement, the benefits under these Articles are increased for employees covered by other Collective Agreements between Health Labour Relations Association and the British Columbia Nurses Union or the Health Sciences Association of B.C., such increases shall be applied to HEU members and Article 8.06, Articles 11.09(b) and 11.09(c) shall be amended accordingly.

Signed on behalf of:

The Union

The Employer

Dated this _____ day of _____ 1994.

LETTER OF INTENT LETTER OF INTENT

between

HEABC

and

HOSPITAL EMPLOYEES' UNION

Re: Printing of Agreement Re: Printing of Agreement

Whereas it is the intent of the parties to have a printed new Collective Agreement ready for distribution no later than seventy-five (75) days after completion of the negotiations;

The parties, therefore, agree to the following schedule:

Within fifteen (15) days of completion of these negotiations, HEABC will deliver a full-text draft Collective Agreement to HEU.

Within a further fifteen (15) days, if the parties have not agreed on the format and the content of the draft, the matter shall immediately be placed before Don Munroe under the expedited arbitration process.

Signed on behalf of:

The Union

The Employer

Dated this _____ day of _____ 1994.

FACILITY ATTACHMENTS
OUTSTANDING

OUTSTANDING FACILITY

ATTACHMENTS