

AGREEMENT

BETWEEN:

**HEALTH SCIENCES ASSOCIATION OF
BRITISH COLUMBIA (HSA)**

AND:

**COMMUNICATIONS, ENERGY &
PAPERWORKERS' UNION, LOCAL 465
(CEP Local 465)**

April 1, 1999 - March 31, 2003

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ARTICLE 1 - UNION RECOGNITION

- 1.1** HSA recognizes the CEP Local 465 as the exclusive bargaining agent for all employees of HSA as well as the exclusive jurisdiction of Local 465 over bargaining unit work. For purposes of this agreement, the Executive Directors, Executive Secretary and Executive Assistant/Human Resources Co-ordinator are not employees.
- 1.2** It is agreed that all employees shall maintain membership in CEP Local 465 as a condition of employment. All new employees hired shall become members of CEP Local 465 on the first day of the month following the initial date of employment. Failure to obtain membership in CEP Local 465 will constitute cause for dismissal.
- 1.3** HSA agrees to the check-off of all CEP Local 465 dues.
- 1.4** The Union will notify the Employer in writing of the names of its representatives including elected officers, Negotiating Committee members and stewards.
- 1.5** The Employer shall recognize the representatives elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such representatives for carrying out the duties as Union representatives.
- 1.6** The representatives of the Union shall have, on approval of the Employer, a reasonable amount of time to contact their members at their place of employment on matters respecting this Agreement or its administration without loss of pay.
- 1.7** The representatives of the Union shall have the right to represent members, investigate, process and present grievances in accordance with the provisions of Article 4. Such representation shall be without loss of pay upon approval of the Employer.
- 1.8** Up to a maximum of three (3) Union members shall be entitled to a leave of absence for the purpose of conducting negotiations with the HSA. Negotiations shall be scheduled by mutual consent. Such leave shall be without loss of pay for two (2) employee representatives. In the case where there is a Support Staff representative at the table, the Employer will pay for him or her as well as one (1) other member of the CEP Local 465 bargaining committee.
- 1.9** A Union member may request a leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld.
- 1.10** CEP Local 465 stewards or designates may apply in writing to the Employer for short term unpaid leaves of absence for attendance at union conventions, union courses, and CEP Local 465 committees.

The employee will give reasonable notice, which will be at least fourteen (14) days.

The Employer will make every reasonable effort to accommodate such leave, and shall grant it subject to the ability to maintain the operational needs of the department.

The Employer is not required to grant more than twenty (20) days LOA per calendar year under this provision.

With respect to such Union leaves of absence granted without pay, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence, and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within thirty (30) days for the cost of salary and benefits assigned to the leave.

1.11 The Employer will provide space for a CEP Local 465 bulletin board in a mutually acceptable location.

1.12 There shall be a Union/Management Committee.

The Employer and the Union shall each appoint up to three (3) members to the Committee. Up to three (3) Union members shall be present at the Union/Management Committee meetings without loss of pay.

The Committee shall meet regularly but not less than every two (2) months. In addition, the Committee shall meet at the request of either party.

ARTICLE 2 - CONTRACTING OUT AND TECHNOLOGICAL CHANGE

2.1 CONTRACTING OUT

The Employer will not contract out or in, any bargaining unit work when it is practical to have the work done by an employee, and in no case will the Employer contract out or in, any bargaining unit work where it would result in a layoff or a demotion of any employee. The Employer will consult with the Union in advance of any contracting out or in.

2.2 TECHNOLOGICAL CHANGE

In the event of technological change, the Employer will take all feasible steps, including retraining, so that no employee will lose employment. No person who is an employee as of the effective date of this agreement will lose employment or hours because of technological change.

2.3 MERGER OR AMALGAMATION - SEVERANCE

Where HSA merges or amalgamates (whether voluntary or otherwise) with another union in circumstances which result in successor status on the part of another employer or bargaining agent in respect of employees previously covered by this agreement:

- (a) HSA shall make every reasonable effort to ensure that HSA employees at the time of a merger or amalgamation will not be subjected to a layoff as a result of the merger or amalgamation and will continue to be covered by a collective agreement providing to each employee wages, benefits and

provisions at least as favourable to the employee as those contained in the CEP Local 465/HSA collective agreement; and

- (b) Each HSA employee has the option not to accept transfer to the new or amalgamated employer and instead have access to the following severance provisions:

One (1) week's pay for each year of service (prorated in each case for partial years of service) with a minimum of three (3) weeks' pay. This is in lieu of the severance provision outlined in Article 21.2.

- (c) Any employee who receives involuntary layoff as a result of a merger or amalgamation contemplated by this article will be paid severance of three (3) weeks' pay per year of service in HSA. Severance paid under this section is in addition to severance payable under Article 21.2 and in addition to severance pay added in to a severance package from another source (*e.g.*, under Article 9.4(e)(i)).

ARTICLE 3 - JOB POSTING AND NEW/RECLASSIFIED POSITIONS

3.1 JOB POSTING

All regular positions will be posted internally for at least seven (7) working days before being filled.

The notice of vacancy shall include the following information:

- (a) a summary of the duties,
- (b) commencement date,
- (c) required qualifications,
- (d) classification/salary and
- (e) hours of work.

The Employer agrees that when a vacancy occurs for a position covered by this agreement, the Employer will give current employees first consideration in filling a vacancy. Where first considered applicants are not appointed to a vacancy they will be given a verbal explanation as to why their application has not been accepted, if the employee so requests.

The Employer agrees to post notice of temporary vacancies of four (4) months' duration or longer. A casual employee (note, this does not include temporary LR pool employees) or external candidate who bids into the vacancy will have her/his status changed to regular for the duration of the vacancy and will revert to casual status on the expiry of the temporary vacancy.

In the case of temporary positions of four (4) months' duration or longer, the notice will include the expected duration of the position.

Applicants for a position will be given at least forty-eight (48) hours' notice of the time of their interview.

3.2 NEW/RECLASSIFIED POSITIONS

The Employer shall inform the Union, in writing, when proposing a new position or a reclassification, and the Union and employees affected will have the rights and opportunity for input and consultation. The Union may grieve if it believes the rate is inappropriate.

3.3 SALARY ON DOWNWARD CLASSIFICATION

An employee whose position is reclassified to a lower pay grade shall continue to be paid at his/her current rate of pay until the wage rate in the new position equals or exceeds it.

3.4 VOLUNTARY DEMOTION

An employee who requests a voluntary demotion, and who is subsequently selected to fill a lower rated position, shall be paid according to that lower rated position's wage rate and at the increment level appropriate to her/his length of continuous service. A voluntary demotion does not change an employee's employment anniversary date.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 Any complaint by an employee or by CEP Local 465 with respect to the interpretation, application, or alleged violation of the collective agreement may be made the subject of a grievance. HSA may discipline or discharge an employee for just and reasonable cause and may terminate a probationary employee for unsuitability. (The completion of the term of a temporary employee does not constitute discharge.)

4.2 It is mutually agreed that it is the spirit and intent of this Agreement to address, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

4.3 It is understood that grievances may be settled at any step in the procedure. If not settled, the following process shall be followed to reach a resolution:

Step 1: An employee with a difference shall discuss the issue with the employee's immediate supervisor and shall have the right to Union representation. If a settlement is not reached, the employee shall advise the Union of the difference. The Union shall reduce the grievance to writing and submit the grievance to the Executive Director at STEP 2 within fifteen (15) days.

Step 2: The grievance shall be referred to the CEP Regional Vice-President and/or their designates and the Executive Director or their designates for further discussion and consideration. The meeting shall take place within fifteen (15) days of the request for a meeting.

In the event that the representatives of the Employer and the Union cannot reach an agreement within twenty-one (21) days, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration.

4.4 ARBITRATION

Failing resolution at Step Two, the difference may be referred to arbitration within three (3) weeks of the Step Two meeting.

4.5 POLICY GRIEVANCE

If a difference arises between the Union and the Employer which does not directly involve an employee, the concern shall be discussed by the Union Steward with the appropriate Executive Director or their designate. Failing agreement, a written grievance will be submitted to the appropriate Executive Director within twenty-one (21) days. If the grievance is not resolved at this stage, it may be advanced to Step Two as per Article 4.3.

ARTICLE 5 - ARBITRATION

- 5.1** Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 4 to a Single Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated. The Single Arbitrator is to be mutually agreed upon.
- 5.2** The decision of the Single Arbitrator shall be final and binding on both parties.
- 5.3** The expenses and compensation of the Single Arbitrator shall be shared equally by the parties.
- 5.4** HSA shall grant leave without loss of pay to an employee called as a witness by an arbitration board or by HSA or CEP Local 465.
- 5.5** HSA and CEP Local 465 may, by mutual agreement, agree to utilize section 103 of the *Labour Code of British Columbia*, as set out in the Letter of Understanding contained in this Agreement.

ARTICLE 6 - EMPLOYEE STATUS

6.1 DEFINITIONS

For the purpose of this Article, "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer.

Employees at the commencement of their employment and at any time there is a change in status will be advised by the Employer into which of the following categories they are assigned:

(a) **Regular Employee**

Regular employees are those regularly scheduled to work at least sixteen (16) hours per week on an on-going basis.

(b) **Casual Employee**

Casual employees are employed to work in the following circumstances:

- (i) on a call-in basis,
- (ii) regularly scheduled to work on a consecutive week-to-week basis, but less than sixteen (16) hours per week,
- (iii) relief in a temporary workload situation, and
- (iv) relief in a specific position less than four (4) months.

This does not include relief in a succession of specific positions which are anticipated to equal or exceed, in aggregate, four (4) months' duration.

(c) **Temporary Employee**

Temporary employees are labour relations pool employees who are employed on a regular full-time or regular part-time basis for a predetermined term.

6.2 APPLICATION OF AGREEMENT

- (a) This Agreement applies to all employees except as specified below.
- (b) Casual employees are not covered by Article 11 - Annual Vacation, Article 12 - Sick Leave, Article 13 - Parental Leave, Article 14 - Other Leaves, Article 15 - Relief, Article 16 - Health and Welfare (except as specified in Article 7.3), Article 18 - Pension, Article 21 - Notice and Severance Pay.
- (c) Temporary employees are not covered by: Article 14.7 - Unpaid Leave, Article 21 - Notice and Severance Pay. Seniority is as outlined in Article 8.2.

ARTICLE 7 - CASUAL EMPLOYEES

7.1 ANNUAL VACATION AND PAID HOLIDAYS

Casual employees shall be entitled to, upon request and reasonable notice, up to four (4) calendar weeks' leave of absence without pay for the purpose of Annual Vacation.

7.2 VACATION AND HOLIDAY PAY

Casual employees shall receive on each cheque 12.2 per cent of their straight time pay for the period in lieu of vacation and Paid Holiday pay.

7.3 HEALTH AND WELFARE BENEFITS

Casual employees shall receive \$1.30 per straight time hour in lieu of Health and Welfare Benefits.

Casual employees who are regularly scheduled to work on a consecutive week-to-week basis, but less than sixteen (16) hours per week, shall have one-half of the cost of Health and Welfare Benefits paid by the Employer if the employee chooses to join the plan(s). (Note: The \$1.30 per hour in lieu of health and welfare plans will not apply in this case.)

Casual employees who work the equivalent of half time or more shall have the option of joining, at employee expense, the Extended Health and Dental Plans (Article 16.2 and 16.3). (Note: The \$1.30 per hour in lieu of health and welfare plans will apply in this case.)

7.4 INCREMENTS

Casual employees shall begin at the first increment and shall progress up the increment system one step for each 800 hours worked (but no more than one increment per calendar year).

7.5 REGULAR EMPLOYEES BECOMING CASUAL

A Regular employee who becomes a Casual employee shall retain his/her increment level. Regular employees, who become Casual, will maintain their accrued banks and seniority provided there is not a break in service of one (1) year.

ARTICLE 8 - SENIORITY AND PROBATION

8.1 PROBATION PERIOD

The parties agree that the probationary period shall be utilized by the Employer for the purposes of evaluating new employees in order to determine their overall ability and suitability as employees in their particular position.

Probationary employees shall have the right of grievance and arbitration.

If the Employer dismisses a probationary employee the employee shall be reinstated if it is shown that the termination is unreasonable.

A probation period applies to regular, casual and temporary employees as follows:

- (a) For regular support staff employees, the probationary period is three (3) months. For casual support staff employees, the probationary period is four hundred and fifty (450) hours (but no longer than six (6) months).
- (b) For regular labour relations staff, the probationary period is six (6) months.
- (c) For labour relations pool positions, the probationary period is nine (9) months of actual time worked and is applied on the following basis:
 - (i) During the first six (6) months of time worked pool employees will work through an orientation and training process. During this period, employees will be evaluated at least once every two (2) months by the appropriate supervisor. It is expected that regular labour relations officer staff will provide input on a confidential basis to the evaluation of labour relations pool employees.
 - (ii) There will be a further three (3) months evaluation once the pool employee is assigned a full range of duties of the position.

For labour relations pool employees this includes such duties as:

- bargaining collective agreements,
- field trips to chapters,
- stage 3 meetings, and
- assisting in preparation for arbitrations.

For the pool organizers this includes such duties as:

- presenting on their own at an organizing meeting,
- presenting on behalf of the union at a certification hearing, and
- investigating and following through on unfair labour practice complaints.

If a labour relations pool employee is hired into a permanent position before the completion of the probationary period, she/he will be required to complete the three (3) month evaluation outlined in (c)(ii). However, the full probationary period shall not be less than a total of six (6) months.

- (d) The qualifying period for an employee moving to a new position is six (6) months. If unsatisfactory, the employee shall be returned to their former job without loss of seniority and benefits.

An employee who requests to be returned to their former job, within the six (6) month qualifying period, shall be accommodated without loss of seniority or benefits.

8.2 SENIORITY DEFINITION

For regular employees who complete their probationary period, seniority is calculated from the date of hire (including hours earned in a temporary position).

For casual and temporary employees who complete their probationary period, seniority is total hours worked for HSA.

8.3 APPLICATIONS OF SENIORITY

(a) Promotions and Transfers

For the purpose of promotion and transfers capability, performance, qualifications and seniority shall be used to determine the selection.

Subject to the memo re: **Labour Relations Pool Positions**, the criteria described in this paragraph will be inapplicable to positions of less than four (4) months' duration designated by the Employer as "open to pool appointees" in which case, selection will be as outlined in the memo re: Labour Relations Pool Positions.

(b) Casual Call-In

Casual support staff will be called in for relief work in order of seniority, provided they are available to work the entire period of relief. The Employer will make a reasonable effort to contact the senior casual employee.

(c) Casual List

If a casual employee is not called in for a period of one (1) year, the employee shall be removed from the casual list.

8.4 LAY-OFF AND RECALL

(a) An employee about to be laid off from one job classification who has the necessary qualifications set by the Employer for another job classification may apply his/her seniority and revert to such other function. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority.

(b) Employees who move from one classification to another classification due to a lay-off shall retain recall rights, for up to one (1) year, to their former classification.

(c) Laid off employees shall retain but do not accumulate their seniority, sick leave, vacation and special leave credit during their recall period. The employee anniversary date will be adjusted upon recall to reflect any period of lay-off over twenty (20) days. Vacation credits will be taken according to the wishes of the employee, subject to applicable legislation.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.1 REGULAR WORK WEEK

(a) **Support Staff**

The regular work week for full-time employees is thirty-six (36) hours, consisting of four (4) consecutive days. The work day is nine (9) hours, including thirty (30) minutes of paid rest.

(b) **Labour Relations Staff**

The regular work week consists of consecutive days and averages 36.83 hours. The work day is eight and one-half (8.5) hours including thirty (30) minutes of paid rest period. For full-time labour relations staff the schedule is a three (3) week rotation of four (4) days, four (4) days and five (5) days.

9.2 OVERTIME

All overtime work must have prior approval from the Employer.

9.3 SUPPORT STAFF OVERTIME

Support staff employees required to work in excess of the daily hours of work outlined in Section 9.1(a), or who are requested to work on their scheduled day off, are subject to the following provisions:

- (a) Overtime worked by support staff shall be computed at double the employee's basic hourly rate.
- (b) If a support staff employee is required or requested to work overtime, such employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If the employee opts for compensating time in lieu of overtime pay, the time off shall be taken at a time mutually agreed upon by HSA and the employee. If such time off is not taken by December 31 of the calendar year in which the overtime was worked, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- (c) If a support staff employee is ill and chooses, on a voluntary basis, to work an extra day that week, the hours worked on that day will be paid at the straight time rate.

9.4 LABOUR RELATIONS STAFF OVERTIME

- (a) Labour relations staff accrue six (6) hours of paid time off each calendar month, in lieu of daily overtime. This is pro-rated for part-time employees. This provision does not apply where the employee is absent without pay or on sick leave for three (3) weeks or more during the calendar month. This overtime shall be taken off in a block of time accumulated as of the time of the leave unless otherwise approved.
- (b) In addition, employees who work more than ten (10) hours in a day (exclusive of dinner break) shall be entitled to straight time for each hour worked over ten (10) hours, to a maximum of two and one-half (2.5) hours per day.

- (c) Work on scheduled days off is paid at straight time to a maximum of eight and one-half (8.5) hours per day (or as outlined in Article 9.4 (a)), except in the following cases:
 - (i) Labour relations staff are expected to attend and to play a role at HSA conventions. However, labour relations staff assigned to perform logistical work at the convention shall be paid at straight time. The regular workweek for all labour relations staff assigned to work the convention will be Tuesday through Friday of the week of the convention. The labour relations staff are expected to perform work assigned by the Employer at the convention. Labour relations staff who attend the convention for the full day on Saturday will be paid four (4) hours' wages.
 - (ii) Labour relations staff required to attend an HSA workshop scheduled on a weekend day shall be compensated at double time for hours actually worked, to a maximum of eight and one-half (8.5) hours per day.
- (d)
 - (i) In recognition of excessive hours spent out-of-town, all labour relations staff shall be compensated for overnight trips on the basis of two and one-half (2.5) hours for each night spent away from the Vancouver area.
 - (ii) When a member of the labour relations staff returns from an out-of-town trip that has involved at least one overnight stay, and arrives at home 9:00 p.m. or later, the labour relations staff member will be credited with two and one-half (2.5) hours.
- (e)
 - (i) HSA and its employees covered by this section will co-operate to take as much overtime as possible in the form of compensating time off. With the exception of the overtime accumulated under Article 9.4(a), all banked overtime not taken off will be paid out on June 30th or December 31st of each year. At the employee's request, up to seven (7) days of overtime per six (6) month period may be placed in the employee's future severance package.
 - (ii) Employees may take banked time off subject to operational requirements and notification to the Employer.
- (f) There will be no overtime claimed by labour relations staff pertaining to the time of HSA Master Agreement job action regardless of extra hours or extra days worked.

ARTICLE 10 – WORKLOAD

10.1 WORKLOAD COMMITTEE

- (a) The joint CEP Local 465/HSA committee will continue to examine all workload related issues. This committee will make formal

recommendations to the HSA Board of Directors concerning improved job satisfaction for CEP Local 465 members and improved quality and effective provision of services to the HSA membership. The committee may look at all relevant factors and may make any recommendations related to the mandate.

The committee shall be composed of two (2) CEP Local 465 members appointed by CEP Local 465, and the Executive Director and one (1) Regional Director appointed by the Board of Directors.

The parties agree to meet a minimum of once a year.

- (b) The workload committee will develop guidelines for maximum numbers of facilities and members for which each labour relations officer will be responsible, and the number of labour relations staff for whom support staff will be responsible. The guidelines will take into account the difficulty of servicing certain regions of the province; the extent to which labour relations officers may be required to perform more than basic servicing duties (*e.g.*, bargaining renewal or first agreements; presenting on behalf of HSA in arbitrations or other third party proceedings); the number of facilities serviced; and other factors agreed between the parties.
- (c) In the event of a disagreement with respect to the nature or application of the guidelines, the matter may be referred to a trouble-shooter who shall make non-binding recommendations to resolve the difference.

10.2 WORKLOAD

The Employer shall make every effort to ensure that adequate relief staff are available. Where an employee is on scheduled vacation or other leave, including foreseeable sick leave, for a period of two (2) weeks or longer, then the Employer will make every effort to provide relief for the entire period of the scheduled or foreseeable absence. This relief need not be applied to the following positions: advocate, OH&S/WCB, education, negotiations, classifications, research, communications and benefits.

ARTICLE 11 – ANNUAL VACATION

11.1 VACATION ENTITLEMENT

A regular employee shall receive 144 (147 Labour Relations Staff) hours of paid vacation per year during his/her first five (5) years of continuous service. For each additional year of service up to a maximum of twenty-nine (29) years of service a regular employee shall receive an additional 7.2 (7.37 labour relations staff) hours of paid vacation.

Employees who terminate with a partial year of service shall receive vacation pay on a pro-rated basis.

11.2 VACATION YEAR

An employee's vacation year for the purpose of calculating entitlement shall be the employee's anniversary of service year.

11.3 APPLICATION OF SICK LEAVE

In the event an employee is sick or injured prior to or during vacation such employee will be granted sick leave and will be entitled to a rescheduling of his/her vacation.

11.4 CARRY-OVER OF VACATION

Some or all vacation time over one hundred and forty-four (144) hours in a year, at the employee's option, may be carried over for up to three (3) years, or added to her/his future severance package.

11.5 VACATION SCHEDULING

There will be no more than two (2) servicing LROs off on vacation at one time. Labour Relations Officers may be scheduled off on overtime accumulation subject to operational requirements. Vacations shall be scheduled according to seniority on the basis that the employee holding the most seniority shall have first choice of having vacation time. Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been satisfied. Seniority shall prevail in all subsequent selections.

March 15 shall be the cut-off date for vacation selection. Employees failing to exercise seniority rights prior to this date shall not be entitled to exercise their rights in respect to any vacation previously selected by an employee with less seniority.

ARTICLE 12 - SICK LEAVE

12.1 ACCUMULATION

Each employee on the basis of 10.8 hours (11.0 hours Labour Relations Staff) will accumulate sick leave for each month of service and such sick leave credits shall be cumulative to a maximum of 1123.2 hours (1150.0 hours Labour Relations Staff).

12.2 ADVANCE ON FUTURE CREDITS

Where accumulated sick leave credits are used up, the employee will be allowed an advance on future sick leave credits, subject to the employee having vacation or overtime credits or (in the case of an employee with more than 5 years' seniority) weeks of severance entitlement, or a combination of these, sufficient to cover the advance sick leave credits. However, the Employer at its discretion, may grant advances beyond this limit. Any advance shall be paid from future sick leave credits after return to work.

12.3 CASH-IN OF UNUSED CREDITS

- (a) On leaving the employ of HSA, employees will cash in their sick leave credits based on ten per cent (10%) of accumulated credits.
- (b) On retirement from the work force, employees will receive forty per cent (40%) (cash-in) of their sick leave credits. Retirement from the work force is defined as voluntary termination of employment at or after age fifty-five (55) or a combination of age + years of service equalling sixty-five (65).
- (c) In either case, cash-in is based on the employee's existing salary.

12.4 LEAVE - WORKERS' COMPENSATION

(a) **Entitlement to Leave**

An employee shall be granted Workers' Compensation Leave with pay in the event that the employee is unable to perform his/her duties by reason of a compensable injury. The employee shall pay to HSA any amount received for the loss of wages in settlement of any claim.

(b) **Approval of Claim**

When an employee is granted sick leave with pay and Workers' Compensation Leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(c) **Benefit Entitlement**

When an employee is on leave, all benefits of the agreement will continue to accrue. An employee off work on WCB claim, for a period of longer than one (1) year, shall receive total compensation in wages and benefits equalling but not to exceed his/her normal entitlement had he/she not suffered a compensable injury. However, unused vacation credits accrued in previous vacation years shall not be lost as a result of this clause.

(d) **Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

ARTICLE 13 - PARENTAL LEAVE

13.1 NATURAL MOTHER

(a) **Maternity Leave**

- (i) Upon request, a pregnant employee shall be granted up to forty-one (41) weeks' maternity leave. The Employer will make every reasonable effort to grant additional leave. If the employee is incapable of performing her duties (as evidenced by a medical certificate), it shall be granted.
- (ii) Medical complications of pregnancy shall be covered by the sick leave provisions occurring prior to and after the conclusion of the leave period and during the waiting period for E.I. Benefits.
- (iii) Upon return to work, the employee will return to her previous position.
- (iv) The Employer will continue to pay the premiums for the Medical, Dental, Extended Health, Life Insurance, Accidental Death and Dismemberment Insurance, and Long Term Disability plans to ensure continued coverage during the forty-one (41) weeks of maternity leave.

(b) **Parental Leave**

Within the forty-one (41) week leave period granted under Article 13.1 (a), weeks eighteen (18) through forty-one (41) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(i) **Benefits**

For weeks eighteen (18) through forty-one (41) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) **Parental Leave - Special Circumstances**

If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks' additional leave may be taken up to a maximum combined maternity leave and parental leave of forty-six (46) weeks, *i.e.*, no combination of maternity and parental leave may exceed forty-six (46) weeks.

(d) **Additional Leave**

Any further leave granted beyond the normal forty-one (41) week period or the forty-six (46) week period for special circumstances will be unpaid leave without any benefits.

(e) **Notice Required**

An employee shall make every effort to give fourteen (14) days' notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days' notice of her intention to return to work prior to the termination of the leave of absence.

13.2 NATURAL FATHER

(a) **Parental Leave**

On four (4) weeks' notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to twenty-four (24) weeks' parental leave without pay.

(1) **Benefits**

- (a) For the first twenty (20) workdays of such leave the employee shall be entitled to the benefits under Article 14.7 - Unpaid Leave.
- (b) For weeks five (5) through twenty-four (24) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(b) **Parental Leave Beyond Twenty-four (24) Weeks - Special Circumstances**

If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks' additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of twenty-nine (29) weeks.

(1) **Benefits**

For weeks twenty-five (25) through twenty-nine (29) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) **Additional Leave**

Any further leave granted beyond the normal twenty-four (24) week period, or the twenty-nine (29) week period for special circumstances, will be unpaid leave without any benefits.

13.3 ADOPTION LEAVE

Upon request, any non-probationary employee shall be granted up to twenty-four (24) weeks' adoption leave without pay.

13.4 PARENTAL LEAVE FUND

HSA will pay an amount equal to 0.4% of all salaries to a "parental leave fund". The fund shall be administered by CEP Local 465. The sole expenditures from the fund will be to provide parental leave benefits, including both pregnancy and adoption leave benefits, according to available funds and such disbursement policies as the CEP Local 465 may determine. The HSA is entitled, upon request, to financial statements sufficient to disclose all disbursements. The SUB plan is attached to this agreement as an appendix.

In addition to the above-mentioned 0.4% of all salaries, should the fund be depleted, the Employer will pay the amount necessary to ensure that an employee granted parental leave is covered by the SUB plan for the period of E.I. entitlement referred to in the Supplementary Employment Benefit Insurance Plan – Appendix A, sub-section (d)(ii).

ARTICLE 14 - OTHER LEAVES

14.1 APPLICATION

The following leaves apply to regular employees only, except that compassionate, court duty, and statutory holiday leaves also apply to temporary employees. The amount of leave or pay is pro-rated in the case of part-time employees.

14.2 COMPASSIONATE LEAVE

HSA shall grant three (3) days' paid leave, on request in the event of the death of a member of the employee's immediate family. Up to two (2) additional paid days shall be granted if travelling is required. Every effort will be made to grant additional time off, without pay, if requested by the employee.

"Immediate family" means parent (or step-parent or foster parent), spouse, child, step-child, grandchild, grandparent, brother, sister, parent-in-law, legal guardian, legal ward, and relatives permanently residing in the same household as the employee.

Compassionate leave does not apply when an employee is on an unpaid leave of absence.

14.3 COURT DUTY

An employee subpoenaed for jury duty, or as a witness, shall be placed on leave of absence for the period of the court duty. The HSA shall maintain the employee's regular pay, provided the employee turns over to the Employer any witness or jury fees received for the period. All benefits of the agreement continue to accrue.

14.4 EDUCATION LEAVE

- (a) The HSA shall pay wages and expenses for courses taken at the request of the Employer.
- (b) The HSA shall pay for up to four and one-half (4.5) days' wages and expenses per calendar year for courses taken at the request of the employee provided they relate to the employee's job. In order to qualify for such paid leave, however, the employee must contribute an equal number of unpaid days of education courses.

14.5 SPECIAL LEAVE

- (a) Employees earn special leave credits at the rate of 3.6 hours (3.7 hours Labour Relations Staff) every four (4) weeks (or proportionately for lesser periods) to a maximum of 180 hours (185 hours Labour Relations Staff).
- (b) Upon request, the Employer shall grant special leave on the following basis:
 - (i) Up to two (2) days at one time for the serious illness of a spouse or parent.
 - (ii) Up to two (2) days at one time for the sudden or serious illness of a child, provided the employee's spouse is not able to care for the child.
 - (iii) Marriage leave: four (4) days
 - (iv) Paternity leave: one (1) day
 - (v) To extend compassionate leave: one (1) day.

14.6 PAID HOLIDAYS

Each employee shall receive a paid day off, on or for the following holidays and any other general holidays proclaimed by the federal or B.C. provincial government:

New Year's Day	Canada Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Good Friday	Thanksgiving Day	B.C. Day
Victoria Day	Remembrance Day	

If the holiday falls within an employee's annual vacation, the employee shall receive an extra paid day off.

Employees who are specifically required to work on a calendar statutory holiday shall receive double time (2x) for all hours worked.

14.7 UNPAID LEAVE

- (a) Requests for unpaid short term or extended leave of absence shall be made in writing and shall be granted with due regard to operational requirements. Reasonable notice requesting leave of absence shall be given by the employee. The HSA shall inform the employee, in writing, within a reasonable period, of the acceptance or refusal of the request. This may include requests for extended leave for the personal care and nurturing of the employee's children and dependent family members.
- (b) Any employee granted unpaid leave(s) of absence totalling less than (twenty-one) 21 working days in any year shall continue to accumulate all benefits. Any excess over twenty (20) working days shall be deducted from service in the computation of benefits.
- (c) The HSA will make a reasonable effort to grant each employee so requesting one (1) extended unpaid leave of absence for each three (3) years of continuous service.
- (d) Unpaid leave of absence shall be granted to employees so requesting who have been nominated for a federal, provincial or municipal office. If elected to the above, or to a full-time CEP position, the employee's leave of absence shall cover the term(s) of office.

14.8 SABBATICAL LEAVE

- (a) Employees may, if they so chose, participate in the sabbatical leave plan.
- (b) An employee participating in the plan will be paid seventy-five per cent (75%) of normal wages (including vacation pay) for thirty-six (36) months of work. The employee will continue to receive all other benefits (e.g.: pension, automobile allowance) on the basis of one hundred per cent (100%) of entitlement.

Upon completion of the thirty-six (36) month qualifying period, the employee shall be entitled to a twelve (12) month sabbatical leave. During this period the employee shall continue to be paid at the rate of seventy-five per cent (75%) of wages. The Employer is not responsible for payment of any other benefits to which the employee would otherwise be entitled.

The provisions of the sabbatical leave plan will be applied *mutatis mutandis* to an employee applying for a leave of six (6) months. This can be applied on the basis of eighteen (18) months in the plan with six (6) months' leave or three (3) years in the plan with six (6) months' leave.

- (c) For the purposes of service the employee shall be considered to be on an unpaid leave. Seniority will be accrued during the time that an employee is on an approved sabbatical leave. (Reference: Article 14.7)

- (d) No more than three (3) employees may be on sabbatical leave at any one time, and no more than four (4) employees may commence sabbatical leave in any given calendar year. The three (3) employees must each be from a different department as outlined below. (*e.g.*, An employee wishing to participate in the plan cannot commence until their leave coincides with only two (2) other employees from different departments being on leave.)

Departments are defined as:

- (i) Member Services Co-ordinator - Operations
Communications/Publications Officers
Research/OH&S/Education
 - (ii) Advocates
 - (iii) Accounting (including Office Manager/Accountant)
 - (iv) Labour Relations Officers
Organizer
Member Services Co-ordinator - Labour Relations
 - (v) Database/Computer Services
 - (vi) Administrative Secretaries (including Supervisor)
- (e) An employee who terminates while participating in the plan, or one who wishes to discontinue participation, upon written request, shall be reimbursed the deferred amount, plus interest.
 - (f) An employee must complete three (3) years from the completion of any leave under this article before qualifying for a second leave. There is no restriction on any employee applying to enter the sabbatical leave plan immediately following a period of leave under this plan.

14.9 CHILD REARING

- (a) An employee who wishes to terminate employment for the purpose of raising a child will advise the Employer of this at the time of termination.
- (b) The Employer will re-hire this employee within three (3) years of the date of termination, provided a vacancy exists in a job which the employee is capable of performing.
- (c) An employee who is re-hired in accordance with this provision will have seniority, service, increment and accumulated special leave credits reinstated to the same extent as existed at the date of termination. The employee is not required to serve a new probationary period.

14.10 CHILDCARE EXPENSES

The Employer will pay reasonable additional child care expenses arising from out-of-town trips. The Employer may also pay reasonable additional child care expenses for work outside of regular working hours which is not directly compensated (*e.g.*, labour relations staff working during the evening of a work day).

ARTICLE 15 - RELIEF

- 15.1** In the event of an employee being assigned to perform a higher rated job for a minimum of one (1) full shift or more, the employee shall receive the lowest step in the higher rated job increment structure which will result in a minimum monthly increase of one hundred dollars (\$100.00) proportionate to the time in which he/she is actually performing the higher rated duties.
- 15.2** The maximum rate of the higher rated job increment structure will not be exceeded because of the application of this provision.
- 15.3** In cases where an employee is required to transfer temporarily to a lower rated job, such employee shall incur no reduction in pay rates because of such transfer.

ARTICLE 16 - HEALTH AND WELFARE

16.1 MEDICAL COVERAGE

The HSA shall pay the monthly premium for medical coverage for employees and their dependants upon employment.

A dependant is a person classified as a dependant as defined by the plan. An employee may cover persons other than dependants if the plan agrees and if the employee pays the full premium for the non-dependant(s) through payroll deduction.

16.2 EXTENDED HEALTH COVERAGE

The HSA shall pay the monthly premium for extended health benefit coverage for employees and their dependants upon employment.

The plan shall have no lifetime maximum and shall cover one hundred per cent (100%) of expenses up to the annual limits stipulated by the plan. The annual deductible shall be twenty-five dollars (\$25.00).

The plan benefits include vision care coverage providing three hundred dollars (\$300.00) benefit within a twenty-four (24) month period, the cost of prescription drugs for contraceptive purposes, the cost of hearing aid expenses providing eight hundred dollars (\$800.00) benefit with a four (4) year period, and the cost up to a maximum of five hundred dollars (\$500.00) per covered person per calendar year for a Licensed Clinical Psychologist.

16.3 DENTAL PLAN

- (a) The HSA shall pay the monthly premium for the dental plan coverage for employees and their dependants as described in (b) below.
- (b) Effective June 1, 1997, the dental plan shall provide benefits covering one hundred per cent (100%) of the costs of the basic plan (Plan A), sixty per cent (60%) of the costs of the extended plan (Plan B) and eighty per cent (80%) of the costs of the Orthodontic Plan (Plan C). Orthodontic services are subject to a lifetime maximum payment of five thousand dollars (\$5,000.00) per patient with no run-offs for claims after termination of employment.

16.4 LONG TERM DISABILITY

The HSA shall maintain a mutually acceptable employee paid Long Term Disability Insurance Plan. Where the LTD Plan Insurer gives notice to HSA of a change in premium rates for LTD, the Employer shall ensure that employees are given at least sixty (60) days' notice in advance of the change becoming effective.

Monthly Benefit Amount: 66.67% of your gross monthly earnings, as determined by the Policyholder, up to a maximum Monthly Benefit of \$5,000.00.

Waiting Period Before Benefits Begin: 119 days.

Maximum Benefit Period: To age 65.

On the earlier of your 65th birthday or the date of your retirement, Long Term Disability Insurance will be discontinued.

16.5 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

The HSA shall maintain a mutually acceptable Life Insurance plan, providing a benefit of one hundred thousand dollars (\$100,000.00), and an Accidental Death and Dismemberment Plan providing a matching amount in case of accidental death.

In addition to the above, HSA shall maintain a Life Insurance and Accidental Death & Dismemberment plan, providing a benefit of one hundred thousand dollars (\$100,000.00) providing twenty-four (24) hour coverage for Accidental Death & Dismemberment while on business or pleasure. *(Class II Status in the insurance policy – currently with American Home Assurance Company, Metrix Insurance.)*

16.6 EMPLOYEE ASSISTANCE PLAN

The Employer will provide an Employee Assistance Plan. The plan will be chosen in consultation with the Union.

The purpose of the plan is to provide a means for the resolution of problems any employee may be having which are interfering (or which are of a nature that they would be expected to interfere) with work performance. The types of problems which can be addressed through the plan include financial difficulties, emotional problems, problems with relationships, alcohol or drug dependency and stress management.

The plan will be administered in a fashion which provides full confidentiality for the employee. The procedure for participation in the plan will be made known to all employees.

16.7 EMPLOYEES ON UNPAID LEAVES - BENEFITS

Employees who have been granted an unpaid LOA (including those on Sabbatical Leave) will continue to be covered by the Medical, Dental, Extended Health, Life Insurance and LTD plans, provided that the employee pays the premiums for these plans in advance.

ARTICLE 17 - OH&S COMMITTEE

17.1 The parties to this Agreement agree to co-operate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the *Workers' Compensation Act* and related *Regulations*.

17.2 There will be an OH&S Committee governed by the following:

- a) not fewer than four (4) regular members, and
- b) membership chosen by and representing the employees and the Employer (in no case shall the Employer's representatives outnumber those of the employee's), and
- c) a chairperson and secretary elected by and from the members of the Committee. Where the chairperson is an Employer representative, the secretary shall be an employee representative and vice versa.

ARTICLE 18 - PENSION

18.1 All regular employees, except those that have currently opted out, shall as a condition of employment enrol in the *Pension (Municipal) Act* Plan. There shall be no waiting period for enrolment in the plan.

18.2 HSA shall maintain current practice with respect to the *Pension (Municipal) Act* Plan contributions.

18.3 Existing employees who opted not to join the pension plan referenced in 18.1 shall retain the right to opt into the plan at a future date of their choosing, subject to the plan's regulations.

18.4 For employees not in the pension plan, HSA will pay six per cent (6%) of the employee's salary into a locked-in RRSP, and a further two per cent (2%) of each employee's salary into a non-locked in RRSP. Payments will be made with each pay cheque.

18.5 All employees who have Employer paid RRSP accounts shall continue to have the Employer pay the annual administration fee into the RRSP accounts each April 1st.

ARTICLE 19 - CAR ALLOWANCE

19.1 The labour relations staff will be given a monthly car allowance of three hundred and sixty dollars (\$360.00) per month plus gas, plus business insurance costs based on the difference between pleasure and business, plus ten cents (10¢) per kilometre out-of-town travel.

Out-of-town travel is defined as travel beyond a fifty (50) kilometres' radius of the office.

19.2 Any staff not covered under Article 19.1 will be reimbursed for kilometres travelled on behalf of the HSA at the rate of twenty-five cents (25¢) per kilometres.

19.3 HSA staff will be reimbursed for additional automobile insurance costs resulting from an accident incurred while on union business.

ARTICLE 20 - PER DIEM ALLOWANCE

20.1 Meals will be paid on the following basis:

Breakfast	\$ 10.00
Lunch	\$ 15.00
Dinner	\$ 25.00

for each day away on union business.

20.2 Reasonable hotel or motel costs will be provided by HSA.

ARTICLE 21 - NOTICE AND SEVERANCE PAY

21.1 NOTICE OF LAYOFF

Regular employees with six (6) months to one (1) year of service will receive one (1) month's notice of layoff; thereafter, one (1) month's notice per year of service or major portion thereof to a maximum of six (6) months' notice.

21.2 SEVERANCE PAY

- (a) Employees are credited with one (1) week's pay for each year of service until October 1, 1984.
- (b) Employees are credited with one (1) week's pay for each two (2) years of service during the first eight (8) years of service, except as provided in 21.2

- (a) above. Thereafter the credit is one (1) week's pay for each year of service.
- (c) Where an employee completes only part of the period referred in Article 21.2 (a) and/or (b), the employee is credited on a pro-rated basis.
- (d) When an employee who has five (5) years or more of service terminates employment (including retirement), the employee shall be paid accumulated severance pay in accordance with the foregoing provisions. In addition, the employee shall be paid any vacation and/or overtime which has been previously added to the severance package. (Reference: Articles 9.4 and 11.4)

ARTICLE 22 - PREVIOUS EXPERIENCE

- 22.1** When a support staff employee with more than five (5) years' experience is hired then she/he will start at the top level of her/his classification. Otherwise a new hire will begin at the start rate.
- 22.2** A labour relations officer hired with more than three (3) years' union staff representative experience will be placed at the eighteen (18) month increment step. A labour relations officer hired with more than five (5) years' staff representative experience will be placed at the top increment step.

ARTICLE 23 - EXEMPT AND SAVE HARMLESS

23.1 CIVIL ACTION

The Employer shall exempt and save harmless employees in respect of all reasonable costs resulting from third party liability claims, including but not limited to damages, legal costs (third party and employee's own costs sustained in the defence against a claim), and lost income arising from acts or omissions of an employee in the course of his or her employment at HSA.

23.2 CRIMINAL ACTION

The Employer shall exempt and save harmless employees in respect of all reasonable costs resulting from a criminal prosecution including legal costs and lost income where the charge arises from acts performed or allegedly performed in the course of employment.

23.3 NOTIFICATION

In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (a) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (b) when the employee him/herself requires or retains legal counsel in regard to the incident or course of events;
- (c) where any investigation body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (d) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (e) when the employee receives notice of any legal proceeding of any nature or kind.

23.4 SETTLEMENT OF CLAIM

The Employer shall have the sole and exclusive right to compromise or settle any such claim, action or judgement, or bring or defend any litigation in respect of them.

Employees shall not admit liability in respect of any such claim, action or judgement except on the instruction of the Employer.

Employees shall, at all times, co-operate with the Employer in resisting any claim and in the prosecution or defence of any action even if their employment with the Employer has ceased.

The Employer recognizes its responsibility to ensure that the new employees are clearly informed of the obligations contained in this article at the time of their orientation.

23.5 EXCLUSIONS

Notwithstanding the above, the Employer will bear no responsibility under this section where the act or omission of an employee giving rise to civil claims or criminal prosecution constitutes an intentional tort (*e.g.*, assault, wilful damage to property, etc.; but not negligence, libel, etc. in the performance of duties), or results in a conviction being registered against the employee.

ARTICLE 24 - NO DISCRIMINATION

24.1 HSA agrees that there shall be no discrimination practised with respect to any employee by reasons of age, race, colour, creed, national or ethnic origin, religious affiliation, sex, marital status, sexual orientation, disability, family relationship or by her/his membership activity in CEP Local 465, without restricting the generality of the foregoing.

24.2 "Spouse" is defined as a person with whom the employee has a marital, common-law, heterosexual, or lesbian or gay spousal relationship (for a period of one (1) year or longer). This definition shall apply to all articles of this agreement, including, but not limited to Article 14 - Other Leaves and Article 16 - Health and Welfare. All other familial relationships referred to in this agreement shall be defined accordingly, including, but not limited to, the definition of child, which shall include the employee's spouse's child, and the definition of "in-law", which shall include the employee's spouse's family.

This definition is intended to ensure that employee in common-law lesbian or gay spousal relationships are treated in the same manner, in all respects, as employees in married heterosexual relationships and that such employees and their families are accorded all rights, privileges and benefits under this agreement which are accorded to married employees. Any ambiguity in any part of this agreement shall be interpreted within the spirit of this objective to accomplish this end.

24.3 It shall be the responsibility of HSA to ensure that any insured benefits provided to employees under Article 16 of this agreement shall comply with sections 24.1 and 24.2.

ARTICLE 25 - EFFECTIVE AND TERMINATING DATES

25.1 This agreement is effective April 1, 1999. It terminates March 31, 2003.

25.2 Notice in writing may be given by either party proposing amendments to the agreement, prior to the last two (2) months before expiry.

ARTICLE 26 – WAGE STATEMENTS

26.1 The Employer shall pay members of the bargaining unit on a bi-weekly basis.

26.2 WAGE INCREASES

April 1, 1999 – March 31, 2000 Signing bonus \$300

April 1, 2000 – March 31, 2001 1% wage increase

April 1, 2001 – March 31, 2002 2% wage increase

April 1, 2002 – March 31, 2003 2% wage increase

SIGNED ON BEHALF OF
HEALTH SCIENCES ASSOCIATION:

SIGNED ON BEHALF OF
CEP LOCAL 465:

Cindy Stewart, President

Rob Lumgair, National Rep., CEP

Rick Lampshire, Exec. Dir. (Labour Rel.)

Sarah O’Leary, President, CEP Loc.465

Dennis Blatchford, Exec. Asst./HR Co-ord.

Audrey MacMillan, Region VII Director

Fred McLeod, Region IX Director

DATED THIS _____ DAY OF _____, 2001.

LETTER OF UNDERSTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

SECTION 103 OF THE *LABOUR CODE OF BRITISH COLUMBIA*

If 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, Marguerite Jackson, Ken Albertini or Bob Blasina, 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 thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

LETTER OF UNDERTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

CONTRACTING OUT

The Employer recognizes the benefits of avoiding contracting out so as to retain the skills and knowledge developed on each assignment. The Employer will make every reasonable effort to minimize contracting out and will inform the Union prior to any contracting out. In no case will the Employer contract out any bargaining unit work where it would result in a lay-off or a demotion of any employee.

As of this signing of this Letter of Understanding, there are no matters in dispute between the Employer and the Union. No further contracting out will occur without consultation with the Union. It is anticipated that the effect of this Letter will be to reduce the number of hours contracted out relative to the number of contracted out hours paid for the twelve (12) months prior to this Letter.

EFFECT OF EXCLUSIONS

During the term of this Agreement, no employee shall suffer a reduction in hours solely because of the return to work of an employee who formerly occupied a position which is now excluded from the bargaining unit.

LETTER OF UNDERTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

CASUAL CALL-IN

Laid off employees shall have access to casual work.

Part-time employees will be canvassed to determine their interest in casual full-time relief opportunities.

The Employer will not unreasonably deny part-time employees access to full-time casual work.

LETTER OF UNDERTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

HSA MEMBERS

The parties agree to establish a committee to develop recommendations regarding the circumstances in which it is appropriate to call in HSA members to perform work ordinarily done by unit members.

In developing these recommendations, the parties recognize an obligation to maintain and respect the integrity of the staff bargaining unit.

LETTER OF UNDERTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

LTD BENEFITS

An Employer/Union Committee shall be struck to address the existing LTD benefits in attempt to reduce the costs of the Plan. It is agreed that deliberations regarding the foregoing shall include a review and consideration of the CEP Trusted Benefits Plan.

LETTER OF UNDERSTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

EMPLOYEE AND FAMILY ASSISTANCE PLAN

An Employer / Union Committee shall be struck to explore the benefits of changing to a different Employee and Family Assistance Plan.

LETTER OF UNDERSTANDING
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

The Employer and the Union confirm that the Employer has provided notice to the Union that it reserves the right to alter the work week of all labour relations staff as set out in the Employer's proposal of February 29, 2000.

The Employer agrees that changes to the current support staff work schedules will not take place without prior consultation with the employee affected. If the employee requests, there shall be a minimum three (3) month adjustment period to implementing any changes to the work schedule.

MEMORANDUM OF AGREEMENT
Between
THE HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

JOB SHARING

Job sharing requirements are voluntary and no employee shall be compelled or pressured into a job sharing arrangement by the Employer.

Employees may initiate a request for job sharing in writing to an Executive Director. Such a request shall not be unreasonably denied subject to operational requirements.

MEMORANDUM OF AGREEMENT
Between
THE HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

SABBATICAL AND PARENTAL LEAVES

The parties desire assurance that Article 14.8 meets all requirements of Revenue Canada so as to achieve the most favourable tax treatment for the employee.

The parties desire to remove any discrimination between adoptive and natural parents in the application of Articles 13.1, 13.2, 13.3 and 13.4. The parties also desire to assure that Article 13 complies with the *Employment Insurance Act*.

There shall be a Compliance Committee to review the above-noted objectives and determine any required resolution. The Committee shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

MEMORANDUM OF AGREEMENT
Between
THE HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

RETURN TO WORK PROGRAM

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

The Employer and the Union are committed to a voluntary, safe return to work program that addresses the needs of those able to return to work, and recognizes the specific needs of each employee who participates.

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

MEMORANDUM OF AGREEMENT
Between
THE HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

LABOUR RELATIONS POOL POSITIONS

The Employer and the Union agree that the Employer may train and sustain a pool of individuals for labour relations staff relief. The labour relations pool may be utilized in circumstances including but not limited to:

- (a) relief for regular staff member,
- (b) to augment the existing work force, and
- (c) special projects.

The Employer agrees to post labour relations vacancies of four (4) months or greater duration.

Subject to the need for continuity of service for the HSA membership, the Employer will make every effort to call in, for periods of less than four (4) months' duration, employees in the labour relations pool on an equitable basis.

The Employer agrees to give as much notice as is reasonably possible when calling in employees. The Employer shall advise employees as to the expected duration of employment.

Notwithstanding the foregoing, HSA support staff are eligible to apply for pool positions subject to the same selection criteria as HSA members.

MEMORANDUM OF AGREEMENT
Between
HEALTH SCIENCES ASSOCIATION
And
CEP LOCAL 465

It is agreed and understood that the HSA/CEP Local 465 Collective Agreement Parental Leave - Article 13 will be amended to include:

1. ELIGIBILITY

After completion of six (6) months' continuous employment, an employee who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act, 1996*, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan.

Employees eligible for employment insurance benefits for adoption pursuant to the *Employment Insurance Act, 1996*, shall receive adoption payments in accordance with the Supplemental Employment Benefit Plan.

2. RATE OF ALLOWANCE

In respect of the period of parental leave, maximum payments made according to the Supplementary Employment Benefit Plan will consist of the following:

Twenty (20) week Parental Leave.

- (a) For the first two (2) weeks, payments equivalent to ninety-five per cent (95%) of her/his regular wage; and
- (b) Up to fifteen (15) additional weeks' payment equivalent to the difference between the employment insurance benefits the employee is eligible to receive and ninety-five per cent (95%) of her/his regular weekly wage.
- (c) For the final three (3) weeks, payments equivalent to ninety-five per cent (95%) of her/his regular weekly wage.

3. CRITERIA

The criteria attached to the Fund will be outlined in the Appendix: Supplementary Employment Benefit Insurance Plan.

APPENDIX A

SUPPLEMENTARY EMPLOYMENT BENEFIT INSURANCE PLAN

- (a) The objective of the Plan is to supplement the employment insurance benefits of workers caused by temporary lay-offs due to maternity and adoption only.
- (b) All regular employees of the Health Sciences Association are covered by the Plan.
- (c) Maximum benefits payable under the Plan are a sum which, when combined with gross E.I. benefits and other earnings, equals ninety-five per cent (95%) of the employee's normal weekly earnings.
- (d) The maximum duration of the benefits is twenty (20) weeks, as per the Parental Leave Plan Policies.
 - (i) For the first two (2) weeks, payments equivalent to ninety-five per cent (95%) of her/his regular weekly wage; and
 - (ii) Up to fifteen (15) additional weeks' payment equivalent to the difference between the employment insurance benefits the employee is eligible to receive and ninety-five per cent (95%) of her/his regular weekly wage.
 - (iii) For the final three (3) weeks, payments equivalent to ninety-five per cent (95%) of her/his regular weekly wage.
- (e) The Plan will come into effect on April 1, 1986 and will terminate on March 31, 2003 (the date the Collective Agreement expires.)
- (f) Employees disentitled or disqualified from receiving E.I. benefits are not eligible for Supplementary Employment Benefit payments.
- (g) The employees do not have a right to Supplementary Employment Benefit payments except for supplementation of E.I. benefits during the unemployment period as specified in the CEP Local 465 Parental Leave Fund Policies.
- (h) The Plan will be financed from the Employer's general revenues, sub payments will be kept separate from payroll records.
- (i) The employee must provide the Employer with proof that she/he is receiving E.I. benefits (or that she/he is not receiving benefits for reasons specified in the CEP Local 465 Parental Leave Fund Policies.)
- (j) Employees will be required to submit their E.I. benefit stub as proof of receipt of benefits.
- (k) The Employer will inform the Canada Employment & Immigration Commission of any changes in the Plan within thirty (30) days of the effective date of the change.

- (l) Payments from the Supplementary Plan are not considered as earnings for Employment Insurance, but are subject to income tax.

WAGE SCHEDULES

April 1, 2000 – March 31, 2003

Classifications – Job Titles		April 1, 2000		Jan. 1/01	April 1, 2001		April 1, 2002	
		Monthly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly
Advocate, Membership Services Co-ordinator	Flat Rate	6,369.77	<i>39.80</i>	2,931.94	<i>40.60</i>	2,990.86	<i>41.41</i>	3,050.54
Senior Labour Relations Officer, Communications Officer	Flat Rate	6,144.13	<i>38.39</i>	2,828.06	<i>39.16</i>	2,884.78	<i>39.95</i>	2,942.98
Labour Relations Officer, Organizer, Researcher	Start	5,286.52	<i>33.04</i>	2,433.94	<i>33.70</i>	2,482.56	<i>34.37</i>	2,531.92
	6 Mos.	5,501.90	<i>34.38</i>	2,532.66	<i>35.07</i>	2,583.50	<i>35.77</i>	2,635.06
	12 Mos.	5,717.28	<i>35.73</i>	2,632.12	<i>36.44</i>	2,684.42	<i>37.17</i>	2,738.20
	18 Mos.	5,930.71	<i>37.06</i>	2,730.08	<i>37.80</i>	2,784.60	<i>38.56</i>	2,840.58
Publications Officer	Flat Rate	5,450.03	<i>34.06</i>	2,509.08	<i>34.74</i>	2,559.18	<i>35.43</i>	2,610.02
Accounting Manager	Flat Rate	5,317.24	<i>33.99</i>	2,447.28	<i>34.67</i>	2,496.24	<i>35.37</i>	2,546.64
Assistant Accountant	Flat Rate	5,005.44	<i>32.00</i>	2,304.00	<i>32.64</i>	2,350.08	<i>33.29</i>	2,396.88
Legal Assistant	Flat Rate	4,737.24	<i>30.29</i>	2,180.88	<i>30.89</i>	2,224.08	<i>31.51</i>	2,268.72
I.T. Special Projects Co-ordinator, I.T. Network Administrator	Flat Rate	4,333.61	<i>27.71</i>	1,995.12	<i>28.26</i>	2,034.72	<i>28.82</i>	2,075.04
I.T. Assistant Network Administrator	Flat Rate	3,929.98	<i>25.13</i>	1,809.36	<i>25.63</i>	1,845.36	<i>26.14</i>	1,882.08
Supervisor of Secretarial Services	Start	3,612.22	<i>23.09</i>	1,662.48	<i>23.56</i>	1,696.32	<i>24.03</i>	1,730.16
	6 Mos.	3,778.16	<i>24.15</i>	1,738.80	<i>24.64</i>	1,774.08	<i>25.13</i>	1,809.36
	12 Mos.	3,969.64	<i>25.38</i>	1,827.36	<i>25.89</i>	1,864.08	<i>26.40</i>	1,900.80
	18 Mos.	4,097.33	<i>26.19</i>	1,885.68	<i>26.72</i>	1,923.84	<i>27.25</i>	1,962.00
Accounting Staff, Administrative Secretary, Database Clerk, Receptionist	Start	3,136.58	<i>20.05</i>	1,443.60	<i>20.45</i>	1,472.40	<i>20.86</i>	1,501.92
	6 Mos.	3,284.99	<i>21.00</i>	1,512.00	<i>21.42</i>	1,542.24	<i>21.85</i>	1,573.20
	12 Mos.	3,468.82	<i>22.18</i>	1,596.96	<i>22.62</i>	1,628.64	<i>23.07</i>	1,661.04
	18 Mos.	3,686.30	<i>23.57</i>	1,697.04	<i>24.04</i>	1,730.88	<i>24.52</i>	1,765.44

- Notes:**
- (a) hourly rates shown in *italics*,
 - (b) semi-monthly rates are one-half of rates shown,
 - (c) labour relations officers will progress to the next increment in the labour relations officer rate when they have been paid for a number of hours (including vacation, statutory holiday, overtime, etc.) equivalent to six (6) months worked, and
 - (d) labour relations officers, organizers and researchers will progress to the senior rate after thirty-six (36) months of service.