

COLLECTIVE AGREEMENT

between the

CHRISTINA PLACE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from April 1, 2004 to March 31, 2006

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ARTICLE 1 - PREAMBLE

1.1 Preamble

It is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

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

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

1.2 Variations

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

ARTICLE 2 - DEFINITIONS

2.1 Definition of Employee Status

(a) *Regular Full-Time Employees*

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(b) *Regular Part-Time Employees*

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

(c) *Casual Employees*

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "*Addendum - Casual Employees*".

(d) *Restriction of Employee Status*

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.4 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

2.2 Common-Law Spouse

Two (2) people who have cohabited as spousal partners for a period of not less than two (2) years.

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

- Article 29 - Compassionate Leave
- Article 30 - Special Leave
- Article 38.1 - Medical Plan
- Article 38.2 - Dental Plan
- Article 38.3 - Extended Health Care Plan

2.3 Employer

"Employer" means Christina Place.

ARTICLE 3 - GENERAL CONDITIONS

3.1 Effective and Terminating Dates

The Collective Agreement shall be effective from the date of signing unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2006, and from year to year thereafter.

3.2 Labour Code

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

3.3 Future Legislation

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

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

3.4 Article Headings

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

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

ARTICLE 4 - NO DISCRIMINATION

4.1 No Discrimination

The Employer and the BCGEU subscribe to the principles of the Human Rights Code of British Columbia.

4.2 Harassment

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

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

4.3 Complaints Investigation

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

- (a) where the complaint pertains to the conduct of an employee within the BCGEU bargaining unit it shall be referred to Hanne Jensen; or Paula Butler; or
- (b) where the complaint pertains to the conduct of a person not in the BCGEU bargaining unit it shall be referred to Judi Korbin.

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

- (1) investigate the complaint;
- (2) determine the nature of the complaint; and
- (3) make written recommendations to resolve the complaint.

ARTICLE 5 - UNION RECOGNITION AND RIGHTS

5.1 Sole Bargaining Agency

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

5.2 Union Shop

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not members of the Union prior to January 1, 1999 shall have the option of:

- (a) applying for membership in the Union which membership they shall maintain, or
- (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 5.2.

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

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

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

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

- Article 9.4 - Grievance Procedure
- Article 9.6 - Dismissal/Suspension for Alleged Cause
- Article 18 - Employer's Notice of Termination

5.3 Union Check-Off

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

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

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

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.2.

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

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

5.4 New Staff Orientation

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

Orientation sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

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

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

5.5 Shop Stewards

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

- (a) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) 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.
- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (e) 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.

5.6 Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges.

5.7 Bulletin Boards

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

5.8 Legal Picket Lines

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

5.9 Union Advised of Changes

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

5.10 Notice of Union Representative Visits

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

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

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Management Rights

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

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

6.2 Medical Exam, Vaccination & 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. (See also Article 37.3).

ARTICLE 7 - EMPLOYER PROPERTY

7.1 Return of Employer Property on Termination

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

7.2 Employer to Repair or Indemnify

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

7.3 Reimbursement of Legal Fees

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.

7.4 Employer to Continue to Supply Tools

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

7.5 Uniforms

(a) *Uniforms*

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

(b) *Joint Committee on Uniforms*

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

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

The Joint Committee shall meet regularly by mutual agreement.

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

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.1 Committee on Labour Relations

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

8.2 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Senior Union Official, or 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.

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

8.3 Union/Management Meetings

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

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 9.4.

8.4 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 8.4.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Union Representation

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

9.2 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.

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

9.3 Right to Have Steward Present

(a) Where an Employer designate intends to interview an employee for disciplinary purposes, the Employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a Steward present, in order that the employee can exercise his/her right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) Where the Employer designate intends to interview a Steward for disciplinary purposes, the Steward shall have the right to consult with a Union Staff Representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

(c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

9.4 Right to Grieve Disciplinary Action

(a) *Disciplinary Action Grievable*

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

(b) *Employee Notified of File Documentation*

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(c) *Removal of Disciplinary Documents*

(1) 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.

(2) In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an

accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

(d) *Introduction of Evidence at Hearing*

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

9.5 Grievance Procedure

(a) *Preamble*

The Employer and the Union recognize that grievances may arise concerning:

- (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (2) the dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, his/her grievance shall be settled as follows:

(b) *Step One*

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

(c) *Step Two*

The grievance shall be reduced to writing by:

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

(d) *Step Three*

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days.

(e) *Canada Post*

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

9.6 Policy Grievance

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

9.7 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

9.8 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

9.9 Technical Objections to Grievances

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

9.10 Industry Troubleshooter

(a) *Issues Referred to Troubleshooter*

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

(b) *Roster*

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

H.A. Hope, Q.C.;
H. Laing;
J. McEwen;
J. Korbin;
V.L. Ready.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

(c) *Roles/Responsibilities of Troubleshooter*

At the request of either party, the Troubleshooter shall:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference,

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

(d) *Agreed to Statement of Facts*

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

ARTICLE 10 - EXPEDITED ARBITRATION

10.1 Roster

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

- (a) J. Gordon
- (b) H.A. Hope, Q.C.
- (c) H. Laing
- (d) D. Munroe, Q.C.
- (e) J. McEwen
- (f) J. Korbin
- (g) V.L. Ready

10.2 Expedited Arbitrations

(a) *Issues for Expedited Arbitration*

A representative of Employer and the appropriate Union 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.

(b) *Expedited Schedule*

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

(c) *Location of Hearing*

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

(d) *Process*

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

(e) *Agreed to Statement of Facts*

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

(f) *Procedure*

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

(g) *Mediation Assistance*

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.

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

(h) *Issuance of Report*

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

(i) *Status of Report*

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

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

(j) *Fees*

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

(k) *Authority of Arbitrator*

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.4.

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

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.6 for resolution.

ARTICLE 11 - ARBITRATION

11.1 Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the senior official 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 11.

A list shall be maintained by Employer and the Union 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:

- (a) D.R. Munroe, Q.C.
- (b) J. Gordon
- (c) J. Korbin
- (d) H. Laing
- (e) D. McPhillips
- (f) J. McEwen
- (g) H.A. Hope, Q.C.
- (h) M. Jackson, Q.C.
- (i) J.E. Dorsey
- (j) V.L. Ready

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

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

11.2 Dismissal/Suspension

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

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

- (a) J. Gordon
- (b) J.E. Dorsey
- (c) H.A. Hope, Q.C.
- (d) M. Jackson, Q.C.
- (e) J. Korbin
- (f) H. Laing
- (g) J. McEwen
- (h) D.C. McPhillips
- (i) D.R. Munroe, Q.C.
- (j) V.L. Ready

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 a written decision within seven (7) calendar days of the conclusion of the hearing.

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

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

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.4.

11.3 Authority of Arbitration Board

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

11.4 Time Limit for Decision of Arbitration Board

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

11.5 Employee Called as a Witness

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

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

11.6 Arbitration of Board Hearings

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

11.7 Expenses of Arbitration Board

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

11.8 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that 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.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.1 Evaluation Reports

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

12.2 Personnel File

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

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

ARTICLE 13 - PROBATIONARY PERIOD

13.1

For the first four hundred and eighty (480) hours of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one hundred and sixty (160) hours provided written reasons are given for requesting such extension. During the four hundred and eighty (480) hours probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

13.2

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

ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE

14.1 Selection Criteria

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

14.2 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 four hundred and eighty (480).

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 four hundred and eighty (480) period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

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

14.3 Temporary Promotion or Transfer

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

14.4 Relieving in Higher and Lower Rated Positions

(a) 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.

(b) 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.

(c) 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.

14.5 Promotions

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

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

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

14.6 Transfers

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

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

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

14.7 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify

as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

14.8 Supervisory or Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.9 More Favourable Rate or Condition

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

14.10 Part-time Employees

(a) *Qualifying Period*

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of four hundred and eighty (480).

(b) *Increment Progression*

Based on hourly length of service with the Employer.

(c) *Seniority*

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

ARTICLE 15 - NOTICE OF NEW AND CHANGED POSITIONS

15.1 Job Descriptions

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

15.2 New Classifications/Duties

(a) *Notice of New Positions*

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

(b) *Notice of Changed Positions*

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

The following articles are to be interpreted and applied consistent with the Addendum – Report and Recommendations of Industrial Inquiry Commissioner

16.1 Job Postings and Applications

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following shall apply:

(a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including 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 seven (7) calendar days, in a manner which gives all employees access to such information.

(b) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:

(1) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. If the application of this paragraph requires the employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made.

(2) by employees registered for casual work in accordance with the casual addendum.

(3) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (b)(2) for a period of up to seven (7) days.

(c) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (b)(1) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (b)(1) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (b)(1) the Employer need not offer the work again to that employee under (b)(2), if he/she is also registered for casual work.

(d) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.

(e) Where the local agreement covering access to work by part-time employees (former “15.01c”) does not contain a termination clause, the agreement may be terminated on giving of six (6) months notice by either party.

(f) By mutual agreement, the parties may vary the job posting process set out in Article 16.1.

(g) *Temporary Positions to Accommodate Workload Hours* – The Employer has the ability to post a maximum of one (1) temporary regular position in each of the cook, dietary aide, activity aide, care aide, LPN, and housekeeping/laundry departments in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the employer will either:

- (1) post a permanent position;
- (2) end the term position
- (3) extend the temporary term beyond six (6) months, provided the union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

16.2 Change of Start & Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (a) 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
- (b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

16.3 Application from Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

16.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.1 and 16.6 above.

16.5 Notice to Union

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

16.6 Notice of Successful Applicant

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

16.7 Grievance Investigation

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

ARTICLE 17 - TECHNOLOGICAL, AUTOMATION, AND OTHER CHANGES/EMPLOYMENT SECURITY AGREEMENT

The following articles are to be interpreted and applied consistent with the Addendum - Report and Recommendations of Industrial Inquiry Commissioner.

17.1 Technological Change

(a) *Preamble*

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

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.

(b) *Employment Security*

All Union members covered by this agreement will be protected by employment security as set out below.

The parties agree that voluntary solutions to problems and adjustment which arise from restructuring are the best ones and will make every effort to achieve them.

(c) *Enhanced Consultation*

The Employer shall notify the Union(s) of any proposed labour adjustment initiative in accordance with the general principles of enhanced consultation.

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

17.2 Process - Reduction and Restructuring

(a) In the event of reduction resulting from any labour adjustment or downsizing initiative, 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 and labour adjustment generally 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.

(b) Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the collective agreement.

(c) The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The parties acknowledge that a primary means of ensuring that FTEs can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilization management.

17.3 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 department in which he/she is employed.

17.4 Bumping

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

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

The Union will enact a policy recommending to its membership that they facilitate and expedite the job selection, placement and bumping process in the context of acute care downsizing and labour adjustment generally.

17.5 Notice of Displacement

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

17.6 Layoff Notice

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

- (1) Less than 5 years' seniority..... twenty-eight (28) calendar days (4 weeks);
- (2) 5 years' seniority..... thirty-five (35) calendar days (5 weeks);
- (3) 6 years' seniority..... forty-two (42) calendar days (6 weeks);
- (4) 7 years' seniority..... forty-nine (49) calendar days (7 weeks);
- (5) 8 or more years' seniority fifty-six (56) calendar days (8 weeks).

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

(c) 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 on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.6 of this Agreement.

17.7 Employment Security

Displaced employees shall, following the expiration of their notice period under the collective agreements, retain recall rights for a period of up to twelve (12) months.

17.8 Contracting Out

The Employer agrees that they will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions they intend to contract out after the date of signing this collective agreement that could otherwise be performed by Union members within the facility, except where an emergency exists.

There will be no expansion of contracting in or contracting out of work within the bargaining units of the unions as a result of the reduction in FTEs.

17.9 Labour Relations Code

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

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18.1 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.

18.2 Employee's Notice of Termination

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

Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%); for example:

- employees entitled to eight percent (8%) shall be paid six percent (6%);
- employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

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

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

18.3 Employment Abandoned

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

ARTICLE 19 - SCHEDULING PROVISIONS

19.1 Scheduling Provisions

- (a) (1) 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.
- (2) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

19.2 Unusual Job Requirements of Short Duration

The nature of the service industry 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.

19.3 Scheduling Provisions

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) Schedules at least fourteen (14) days in advance of the effective date.
- (c) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (d) There shall be no split shifts.
- (e) An employee reporting for work at the call of the Employer shall be paid 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.
- (f) Employees may exchange shifts with the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer.
- (g) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.

(h) The Employer's designate and the Union steward at the local level will work together on schedules based upon the shift pattern and hours of work clauses in the relevant Agreement and the provision of this Article including the following:

- (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (2) the parties shall have fourteen (14) days, from the date notice is given, to reach agreement on work schedules;
- (3) if the parties are unable to reach agreement within fourteen (14) days, either party may refer the matter to an arbitrator.

ARTICLE 20 - HOURS OF WORK

20.1 Continuous Operations

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

20.2 Hours of Work

- (a) Effective January 1, 1999, the hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be forty (40) hours per week or an equivalent as per Employment Standards.
- (b) Where the Employer intends to introduce a work schedule of less than eight (8) hours per day, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and the employees at the local level.
- (c) 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.
- (d) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred 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 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 the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred 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 21 or Article 27.4.
- (e) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between Employer and the Union.

20.3 Rest and Meal Periods

(a) Rest Periods

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

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

(b) *Meal Periods*

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

20.4 Split Shifts

As per Employment Standards until December 31, 2000. Effective January 1, 2001, no split shifts shall be worked except in cases of emergency.

20.5 Part-time Employees

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

ARTICLE 21 - OVERTIME

21.1

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.2, or who are requested to work on their scheduled off-duty days, shall be paid:

- (a) the rate of time and one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time thereafter;
- (b) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

21.2

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

21.3

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1½) times the premium statutory holiday rate for all hours worked beyond eight (8) in that day.

21.4

Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 21.5 below.

21.5

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.

21.6

The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the

weekly hours of work as provided at Article 20.2, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

21.7

An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal. One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (a) This clause shall not apply to part-time employees until the requirements of Article 21.9 have been met.
- (b) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

21.8

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

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

21.9

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

21.10

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

21.11

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

ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS

22.1

Employees working the evening shift shall be paid a shift differential of seventy cents (70¢) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.

22.2

An Employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

22.3

Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

ARTICLE 23 - CALL BACK

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 motor vehicle to work an allowance of thirty-five cents (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).

ARTICLE 24 - CALL-IN STATUTORY REQUIREMENT

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

ARTICLE 25 - ON-CALL DIFFERENTIAL**25.1**

Employees required to be on-call shall be paid an on-call differential of one dollar (\$1.00) per hour, or portion thereof.

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

25.2

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

ARTICLE 26 - TRANSPORTATION ALLOWANCE**26.1**

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-six cents (36¢) per kilometre. Minimum allowance shall be two dollars (\$2.00).

26.2

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 27 - STATUTORY HOLIDAYS**27.1 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	Easter Monday
Victoria Day	Canada Day
Thanksgiving Day	Labour Day
Boxing Day	Remembrance Day
Good Friday	Christmas 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 (fifty-two (52) weeks dating from an employee's first 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 21 or Article 27.4.

Employees who are required to work on scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1½) 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.

27.2 Super Stats

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid at time and one-half (1½) rates in addition to their regular monthly pay rate. Payment of time and one-half (1½) 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 interpretation Super Stat provisions.

27.3

When an Employee has been on sick leave that is inclusive of one or more working days prior to an Employer scheduled statutory holiday and one or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 27.1, paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this

paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

27.4

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

27.5

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

27.6

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.

27.7

Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

27.8

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

27.9

If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

27.10 Part-time Employees

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

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.

ARTICLE 28 - VACATIONS

28.1 Vacation Entitlement

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

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

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

Effective January 2000:

- 0 - 4 year's continuous service - four (4) weeks vacation
- Plus one (1) day per two (2) years after four (4) years - to cap at five (5) weeks.

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

28.2 Vacation Period

Vacation time earned up to July 1st as indicated in Articles 28.1 and 28.2 shall be granted as follows:

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

28.3 Splitting of Vacation Periods

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

- (a) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (b) At least one block of vacation shall be at least five (5) days in duration:

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

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

28.4 Vacation Pay

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of work days of planned absence due to vacation for each vacation period.

28.5 Vacations Non-Accumulative

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

28.6 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.1 and 28.2.

28.7 Reinstatement of Vacation Days - Sick Leave

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

28.8

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

28.9 Part-time Employees

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

Regular part-time Employees shall be credited with and granted vacations as set out in Articles 28.1 and 28.2; that is, eight percent (8%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.1 and 28.2.

ARTICLE 29 - COMPASSIONATE LEAVE

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

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

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

ARTICLE 30 - SPECIAL LEAVE**30.1**

An Employee shall earn special leave credits with pay up to a maximum of fifteen (15) days (108 hours) at a rate of one-half (½) day (3.6 hours) every four (4) weeks (144 hours).

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 108 hours as of the first pay period prior to April 1, 2004, up to and including the previous maximum of 180 hours, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 108 hours, no further credit shall be earned until the accumulated balance is reduced below 108 hours, in which event the accumulation of special leave credits will be reinstated, but the accumulated balance shall not again exceed 108 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:

- (a) Marriage Leave five (5) days.
- (b) Paternity Leave one (1) day.
- (c) 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 memberup to two (2) days at one time.
- (d) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (e) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (f) 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.

30.2 Part-time Employees

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

All special leave credits shall be paid in conformity with Article 30. Two and three fifths (2-3/5) days (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.

ARTICLE 31 - SICK LEAVE, WCB, INJURY ON DUTY

31.1

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

31.2

Sick leave credits with pay shall be granted on the basis of one and one-half (1½) work days per month, cumulative up to sixty-three (63) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

31.3

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

31.4

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.

31.5

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

31.6

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.

31.7

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

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

31.8

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

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

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

31.9

Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining his/her condition, he/she shall be removed from the payroll.

31.10

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

31.11

All sick leave credits are cancelled when an employee terminates his/her employment.

31.12 Cash Pay-Out of Unused Sick Leave Credits

Upon retirement or voluntary leave of the workforce after the 55th birthday and after ten (10) years of service, 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.

31.13 Other Claims

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

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

31.14 Part-time Employees

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

ARTICLE 32 - EDUCATIONAL LEAVE

32.1 Employer Requested Leave

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

32.2 In Service Education

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

32.3 Employee Requested Long Term Leave

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

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

32.4 Education Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.

ARTICLE 33 - 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.

ARTICLE 34 - LEAVE UNPAID

34.1 Unpaid Leave

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

34.2 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.

34.3 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 upon expiration of the unpaid leave.

34.4 Unpaid Leave – Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.1, 9.2, 9.3, 11.5, 11.6, 12.1, 12.2.
- (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) (1) 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.
- (2) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

34.5 Unpaid Leave - Public Office

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

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

ARTICLE 35 - MATERNITY AND PARENTAL LEAVE

35.1 Maternity Leave

- (a) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (c) 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.
- (d) 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.
- (e) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.3).

35.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under article 35.1). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under article 35.1) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.1 or following the adoption;
 - (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse. Such leave request must be supported by appropriate documentation.

35.3 Benefits Continuation

- (a) For leaves taken pursuant to Article 35.1 and 35.2, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 35.1 and 35.2 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.
- (c) Aside from (b) above, should an employee be deemed to have resigned in accordance with Article 35.4 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

35.4 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 35.1 and 35.2 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 35, or if they do not return to work after having given such advice.

35.5 Entitlements Upon Return to Work

- (a) Aside from Article 28 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 35.1 and 35.2, providing the employee returns to work as a regular employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.6.
- (b) Upon return to work, the employee shall be reinstated in all respects by the Employer in the position previously occupied or one of equal rank and basic pay and with all increments to wages, benefits and seniority to which the employee would have been entitled had the leave not been taken.

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

35.6 Adoption Leave

An employee is entitled to adoption/parental leave pursuant to Articles 35.2, 35.3, 35.4, and 35.5.

35.7 Extension of Leaves

Employees who are entitled to maternity, parental or adoption leave shall be entitled to an extended unpaid leave of up to an additional six (6) months for health reasons, where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken. Employees who qualify for an extended leave under this section are subject to Article 34.3 – Unpaid Leave – Affecting Seniority and Benefits.

ARTICLE 36 - 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.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Association 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.

37.1 Occupational Health and Safety Committee

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

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

- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- (e) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive 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.
- (f) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (g) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

37.2 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. Union admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In- service and/or instruction in caring for the aggressive resident and on how to respond to resident's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any service is provided to such residents.

37.3 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- (c) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 38 - HEALTH CARE PLANS

38.1 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 for regular and regular part-time working an average of twenty (20) hours per week.

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.

38.2 Dental Plan

- (a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2750.00 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one hundred percent (100%) of the premium for regular and regular part-time working an average of twenty (20) hours per week.
- (d) During the term of this Agreement, Pacific Blue Cross will be the carrier of the dental plan.

38.3 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums (for regular and regular part-time employees working an average of twenty (20) hours per week) extended health care coverage for employees and their families under the Pacific Blue Cross plan. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$225.00 every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible employee or eligible dependant;
- (c) During the term of this Agreement, Pacific Blue Cross will be the carrier of the extended health care plan.

ARTICLE 39 - LONG TERM DISABILITY INSURANCE PLAN**39.1**

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

39.2

The plan shall cover post-probationary employees and provide such employees with two-thirds salary continuation until the age of sixty-five (65) in the event of a disability.

39.3

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

39.4

The Employer shall pay one hundred percent (100%) of the premium for regular and regular part-time working an average of twenty (20) hours per week.

ARTICLE 40 - GROUP LIFE INSURANCE**40.1**

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

40.2

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

40.3

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

40.4

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

40.5

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

40.6

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

ARTICLE 41 - PENSION

As per Appendix No. 2 – Pension Plan, eligible employees shall have the option of enrolling in the Pension Plan.

ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE

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

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

ARTICLE 43 - VOLUNTEERS

It is agreed that Volunteers have a role and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the layoff of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 44 - 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 45 - PRINTING OF THE AGREEMENT

The BCGEU 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 Union shall print sufficient copies of the Agreement for distribution to employees.

The Union shall print the Agreement no later than seventy-five (75) days after the completion of negotiations.

ARTICLE 46 - WAGES SCHEDULES, ATTACHMENTS & ADDENDA

46.1

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

46.2

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

46.3 Wage Schedule

Wage schedules as per Appendix 1.

46.4 General Wage Increases

General wage increases as per Appendix 1.

46.5 Increments

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

46.6 Pay Days

Employees shall be paid by cheque or direct deposit every second Thursday subject to the following provisions:

- (a) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) When a pay day falls on a non-banking day, the pay (direct deposit) shall be given prior to the established pay day.

46.7 Effective Date of Wages and Benefits

Non-compensation changes shall be effective from the ratification date, September 15th, 2004.

ARTICLE 47 - SENIORITY**47.1 Seniority Defined**

- (a) Seniority shall be defined as the length of the employee's continuous employment with the facility and shall accumulate based on straight-time paid hours since the date of certification (January 1, 1999), including service prior to certification of the Union.
- (b) Straight-time paid hours shall include:
- (1) paid holidays
 - (2) paid vacation
 - (3) paid sick leave
 - (4) union leave
 - (5) maternity, parental and adoption leave
 - (6) other approved paid leaves of absence
 - (7) leave during which time an employee is in receipt of wage loss benefits from WCB in respect of a claim from this Employer.

47.2 Seniority List

- (a) A current service seniority list for regular employees will be provided by the Employer to the Union twice (2x) per year on January 31st and July 31st. This list shall include:
- (1) employee's name
 - (2) classification
 - (3) seniority (in hours)
- (b) A current service seniority list for casual employees will be provided by the employer to the union four (4) times per year, on January 31st, April 30th, July 31st and October 31st. This list shall include:
- (1) employee's name
 - (2) classification
 - (3) seniority (in hours)

Upon request, the Employer agrees to make available to the Union the seniority dates of any employee covered by this Collective Agreement. Seniority dates shall be subject to correction for error on proper representation by the Union.

47.3 Loss of Seniority

An employee shall lose seniority and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause
- (b) the employee voluntarily terminates employment
- (c) the employee abandons their position per Article 18.3
- (d) the employee is on layoff for more than one (1) year
- (e) the employee fails to return to work per Article 17.6(c)

47.4 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.

ARTICLE 48 - TERM OF AGREEMENT

48.1 Duration

This Agreement shall be binding and remain in effect until midnight March 31, 2006.

48.2 Notice to Bargain

(a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2006, but in any event, no later than midnight on January 31, 2006.

(b) Where no notice is given by either party prior to January 31, 2006, both parties shall be deemed to have been given notice under this section on January 31, 2006.

(c) All notices on behalf of the Union shall be given by the Staff Representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

48.3 Change in Agreement

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

48.4 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement until such time as either party discontinues negotiations.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

48.5 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of ratification unless otherwise specified.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Linda G. Fernholm
Vice President, Property Management

Sandra Lavigne
Bargaining Committee Chair

Pat Mulcahy
Administrator

Michele Edwards
Bargaining Committee Member

Kelly Cameron
Bargaining Committee Member

Barbara Offen
Staff Representative, Negotiations

Dated this _____ day of _____, 2005.

APPENDIX 1 - WAGE SCHEDULE

Classifications and Hourly Rates

Job Category		Apr 1, 2004 to Mar 31, 2006
Recreation Aide	<i>Start</i>	15.50
	<i>480</i>	16.00
	<i>1600 hours</i>	16.50
	<i>3200 hours</i>	17.00
Housekeeping/Laundry Dietary Aide	<i>Start</i>	14.50
	<i>480</i>	15.00
	<i>1600 hours</i>	15.50
	<i>3200 hours</i>	16.00
Receptionist	<i>Start</i>	14.50
	<i>480</i>	15.00
	<i>1600 hours</i>	15.50
	<i>3200 hours</i>	16.00

Agreement expires March 31, 2006.

APPENDIX 2
PENSION PLAN

1. Eligibility

Effective January 1, 1999, all regular full-time and regular part-time employees, upon completion of the probationary period, shall have the option of enrolling in the Pension Plan. In addition, casual employees who have completed two (2) years of service and have earned at least thirty-five percent (35%) of the year's maximum pensionable earning (YMPE) in two (2) consecutive years shall have the option of enrolling the Pension Plan.

Employees who elect to opt into the Pension Plan shall continue to participate in the Pension Plan as a condition of employment until retirement or termination of employment.

In the event that the Employer is approved as an Employer under the Pension (Municipal) Act, enrolment and contributions to the Pension Plan shall cease immediately.

2. Type of Plan

The Pension Plan will be a Defined Contribution Pension. Participation in the Pension Plan shall be voluntary.

3. Contributions

(a) *Member Contributions*

Each member who opts into the Pension Plan will be required to make contributions on one of the following basis:

- (1) one percent (1%) of regular earnings;
- (2) two percent (2%) of regular earnings;
- (3) three percent (3%) of regular earnings.

(b) *Employer Contributions*

The Employer will be required to match contributions made by each member.

4. 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 available and, in any case, each member will receive an annual statement of his/her accumulated balance.

5. Investment Contributions

All contributions will be directed to a guaranteed interest bearing account.

6. Vesting

Employer contributions made prior to January 1, 1999, will be vested in the employees as to fifty percent (50%) after five (5) years of contributory employment service, and this percentage will increase ten percent (10%) each subsequent year, reaching one hundred percent (100%) after 10 years. Contributions made on or after January 1, 1999, will be vested in the employees after five (5) years of employment with the Employer.

7. Termination Prior to Retirement**(a) *Non-Vested Employees***

On termination of employment before retirement age, a non-vested employee will receive the balance arising from his/her own contributions. The Employer contributions will be forfeited by the employee and shall be used to offset future Employer contributions for the remaining participants in the Pension Plan.

(b) *Vested Employees*

A vested employee will have the option of transferring his/her vested benefits into an RRSP.

8. Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including employee contributions and any portion of Employer contributions which are vested in accordance with 6 above, will be paid in cash to the estate or to the designated beneficiary, or transferred to the designated beneficiary's RRSP if permitted by the Income Tax Act. Contributions made on and after January 1, 1999, shall be locked in if the employee was vested at death and the spouse is the beneficiary.

9. Disability

In the event of total disability, Employer and employee contributions will cease. Employees will have the option of continuing to make contributions to the Pension Plan, provided the contributions equal the amount of both the Employer and employee contributions as described in 3 above, and provided the contributions are made in the same frequency as if the employee were not absent. Periods where such contributions are not made shall not be considered service for the purpose of 6 above.

10. Early Retirement**(a) *Non-Vested Employees***

In the event of early retirement (at ages from fifty-five (55) years to sixty-four (64) years) a non-vested employee will be entitled to receive the balance arising from his/her own contributions only.

(b) *Vested Employees*

In the event of early retirement (at ages from fifty-five (55) years to sixty-four (64) years), a vested employee will be entitled to an immediate pension in the form of a life annuity based on the balance of the employee's individual account, which includes his/her own contributions plus the portion of the Employer's contributions which are vested in accordance with 6 above.

(c) *Contributions Made On or After January 1, 1999*

Both Employer and employee contributions made on or after January 1, 1999, shall be one hundred percent (100%) vested at retirement regardless of the employee's length of service.

11. Retirement**(a) *Non-Vested Employees***

At retirement (at age sixty-five (65) years), a non-vested employee will be entitled to receive the balance arising from his/her own contributions only.

(b) *Vested Employees*

At retirement (at age sixty-five (65) years), a vested employee will be required to purchase a pension in the form of a life annuity, based on the balance of the employee's individual account, which includes his/her own contributions plus the portion of the Employers contributions which are vested in accordance with 6 above.

(c) *Contributions Made On or After January 1, 1999*

Both Employer and employee contributions made on or after January 1, 1999 shall be one hundred percent (100%) vested at retirement regardless of the employee's length of service.

12. Administration Costs

All costs of administration will be borne by the Pension Plan (i.e., the Pension Plan shall be a "no-load" plan).

13. Termination of the Pension Plan

Enrolment and contributions to the Pension Plan shall cease immediately in the event regular employees of the Employer become eligible to be covered by the provisions of the Municipal Superannuation Plan (*Pension (Municipal) Act*). In this event, the Pension Plan shall be terminated as follows:

(a) A non-vested employee will receive the balance arising from his/her own contributions, and the Employer contributions will be forfeited by the employee.

(b) A vested employee will have the option of transferring his/her vested benefits into an RRSP.

(c) *Contributions Made On or After January 1, 1997*

Both Employer and employee contributions made on or after January 1, 1999, shall be one hundred percent (100%) vested at the time of termination of the Plan regardless of the employee's length of service.

14. Where any terms of this addendum are in conflict with the Provincial or Federal Pension Legislation, or with Revenue Canada Taxation or Pension Plan Registration Regulations, the requirements of the Legislation and/or Regulations will apply.

MEMORANDUM OF UNDERSTANDING #1**JOB SHARING**

This will confirm that the Employer and the Union have agreed to enter into a protocol agreement addressing the issue of job sharing.

Where the Employer and the Union agree to enter into a job sharing agreement, the attached protocol agreement will be followed, unless modified at the local level between the Union and the Employer.

Nothing in this letter or the attached protocol agreement will be construed as compelling either the Employer, an employee, or the Union to enter into a job sharing arrangement.

The parties agree that the job sharing protocol agreement shall not be used as a precedent and shall not be referred to the Employer, or the Union in any other negotiations or proceedings.

Job Sharing

- (1) A job sharing arrangement may be proposed to the Employer by two (2) employees. This request shall be in writing and signed by both employees requesting job sharing. This request shall include preferred start date and preferred work schedule. There is no obligation on the Employer to enter a job sharing arrangement.
- (2) Where the Employer and the employees agree to a job sharing arrangement for a specific job, the following will apply:
 - (a) the Employer shall provide the two (2) employees involved with a letter outlining the details of the job sharing arrangement. This shall include a description of how the job may be shared;
 - (b) only permanent positions with an average of more than thirty (30) hours per week are eligible to be considered for a job sharing arrangement;
 - (c) a maximum of two (2) employees may share one (1) position;
 - (d) each employee shall work a minimum of fifteen (15) hours per week;
 - (e) job sharing arrangements will be limited to regular employees who are currently employed in the same job category;
 - (f) vacations shall be scheduled separately. When one of the job sharing participants is on vacation, the other person may be required to work the hours of the employee who is on vacation;
 - (g) employees participating in a job sharing arrangement shall be considered as regular part-time employees, subject to (h) below;
 - (h) employees involved in a job sharing arrangement shall pay fifty percent (50%) and the Employer shall pay fifty percent (50%) of the premiums covered by Article 25. The employee's share of the premiums will be automatically deducted from his/her earnings;
 - (i) work schedules for job sharing participants shall be consistent with Article 19 and shall not be utilized to circumvent existing shift rotations;
 - (j) employees shall not be permitted to jointly apply for a posting;
 - (k) the job sharing arrangement may be discontinued at any time by the Employer or the Union with the provisions of twenty-eight (28) calendar days' notice;

- (l) upon discontinuation of the job sharing arrangement, employees shall return to their former position if the position is vacant and the layoff and posting provisions shall not apply;
- (m) where an employee cannot return to his/her former position, the employee may exercise bumping rights within five (5) working days of notification by the Employer of discontinuation of the job sharing arrangement;
- (n) if one (1) employee resigns or is terminated, the job sharing arrangement is considered terminated. If the remaining employee was the original employee in that position before the job sharing arrangement, he/she shall remain in the position. If the remaining employee was not the original employee in that position, the position shall be dealt with in accordance with Article 16.1 and the employee may exercise his/her rights as outlined in subsection (l) and (m) above;
- (o) the parties agree that job sharing shall not result in any additional cost to the Employer;
- (p) the parties retain all rights and obligations under the Collective Agreement which do not conflict with this provision.

MEMORANDUM OF UNDERSTANDING # 2
EARLY INTERVENTION

The long term disability (“LTD”) coverage outlined in Addendum #2 of this collective agreement is provided through the Health Benefits Trust (“HBT”).

The Parties to this Agreement have agreed to utilize an Early Intervention Program (“EIP”) in order to facilitate pro-active, appropriate and customized return to work programs for employees with occupational and non-occupational disabilities. This EIP will be a joint program supported by the Union and the Employer.

The Employer and employees may realize a benefit from EIP as follows:

- a) prevent feelings of loneliness and abandonment that reduce the ill/injured employee’s motivation to get well;
- b) assist the ill/injured employee to obtain appropriate health/rehabilitation services;
- c) help avoid a “run-around” for the ill/injured employee from one healthcare professional to another;
- d) assist the ill/injured employee and his family in re-establishing a sense of control;
- e) increase the likelihood of a successful rehabilitation outcome; and
- f) better management of the financial cost of absenteeism, including reductions in the cost of sick leave and LTD claims (both incidence and duration).

This MOU will not apply in the event that HBT is no longer the LTD provider.

This MOU and its application shall be consistent with the Community Social Services Early Intervention program as amended from time to time. Participation in the Early Intervention program is mandatory for eligible employees.

**LETTER OF UNDERSTANDING #1
SCHEDULING FOR UNION ACTIVITY**

WHEREAS the parties recognize that there may be some benefit in scheduling a reasonable amount of paid time off for union members who are engaged in union activity resulting from collective agreement obligations such as, involvement with the OH & S Committee, Labour Adjustment Committee and the Labour Management Committee;

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

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

NOW THEREFORE the parties agree as follows:

The parties agree at the local level to meet and discuss the need to designate a reasonable amount of scheduled paid time for employees who act as union representatives on the OH & S Committee, Labour Adjustment Committee and the Labour Management Committee.

ADDENDUM #1
GROUP LIFE INSURANCE PLAN

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

Section 1 - Eligibility

Regular full time and regular part-time employees who are on staff January 1, 1999 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

Section 2 - Benefits

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

Section 3 - Premiums

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

ADDENDUM #2**LONG TERM DISABILITY INSURANCE PLANS****Section 1 - Eligibility**

A. Regular full time and regular part-time employees who are on staff January 1, 1999 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.

B. Seniority and Benefits - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 34.3 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 upon expiration of the unpaid leave.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in his/her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Article 17.6 of the collective agreement.

Employees on long term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (effective January 1, 1999: 144 working hours) unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Effective April 1, 1999 premiums for medical, dental, and extended health (accidental death and dismemberment insurance to be cost shared by the employer and claimant on a 50-50 basis). Employees are permitted to enroll in some or all of the above plans. The employee's share of premiums for such coverage are to be paid in advance, on a monthly basis.

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

Section 2 - Waiting Period and Benefits**A. Employees Disabled on or After January 1, 1999**

(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after January 1, 1999 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy per cent (70%) of the first \$2800 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$2800 or 66-23/% of pre-disability monthly earnings, whichever is more. The \$2800 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

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

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

B. All Claimants

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

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

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

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

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

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

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

Section 3 - Total Disability Defined

A. Employees Disabled on or After January 1, 1999

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

(1) *Residual Monthly Disability Benefit*

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

Example:

(a)	Monthly LTD net of offsets benefit	=	1000.00	Per month
(b)	85% rate of pay at date of disability	=	13.60	Per hour
(c)	70% of current rate of pay	=	12.12	Per hour
(d)	Percentage difference [(b/c) – 1]	=	12.2%	
(e)	Residual Monthly Disability Benefit (a x d)	=	122.00	

B. All Claimants

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

(2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(3) *Commitment to Rehabilitation*

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

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

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

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as he/she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

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

the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) *Rehabilitation Review Committee*

(a) In the event that the eligible employee does not agree:

(i) with the recommended rehabilitation plan, or,

(ii) that he/she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,

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

(iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,

(iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.

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

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

(i) does not agree with the recommended Rehabilitation Plan; or,

(ii) does not agree that he/she could medically participate in the Rehabilitation Plan.

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

(5) *Rehabilitation Benefit Incentive Provisions*

(a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:

(i) return to work on a gradual or part-time basis

(ii) engage in a physical rehabilitation activity; and/or

(iii) engage in a vocational retraining program shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

(b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase his/her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit

Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

(i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Part B, Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one hundred per cent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;

(ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing; and,

(iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and,

(iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

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

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

(6) *Joint Rehabilitation Improvement Committee*

During the term of the agreement, one (1) person from Employer and one (1) person from the Healthcare Benefit Trust shall meet the one (1) representative of the Union. The parties will work together to improve the Rehabilitation Process.

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

Section 4 - Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

- A. war, insurrection, rebellion, or service in the armed forces of any country;
- B. voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of his/her regular occupation;
- C. intentionally self-inflicted injuries or illness.

Section 5 - Integration with other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred per cent (100%) of such other disability income.

Other disability income shall include but is not limited to:

- A. any amount payable under any *Workers' Compensation Act* or law or any other legislation of similar purpose; and
- B. any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- C. any amount of disability income provided by an compulsory act or law; and
- D. any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and
- E. any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

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

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

Section 6 - Successive Disabilities

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

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

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

Section 7 - Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, his/her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

Section 8 - Benefits Upon Plan Termination

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 – Premiums

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

Section 10 - Waiver of Premiums

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

Section 11 – Claims

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the parties. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of three medical doctors - one designated by the claimant, one by the Employer, and a third agreed to by the first two doctors.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no later than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

Claims Adjudication Committee

During the term of the Agreement, one person from Employer and one person from the Health and Benefit Plan shall meet with one (1) representative of the Union. The parties will work together to improve the claims adjudication process.

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

Section 12 – Administration

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

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

Section 13 - Collective Agreement Unprejudiced

The terms of the Plan set out above shall not prejudice the application or interpretation of the collective agreement.

Section 14 - LTD Plan Early Retirement Incentive Provision

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

- A.** An employee under this Agreement who is:
- (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2A., eligible for, or who has been in receipt of LTD for four (4) years or more, and
 - (2) eligible for early retirement pension benefits
 - (3) not eligible for the LTD Plan Rehabilitation Provisions.

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

- B.** Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
 - (2) the amount of the monthly early retirement benefit that the employee will receive;
 - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
 - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
 - (5) the maximum LTD benefit duration period applicable to the employee.

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

- C.** An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the parties to the Collective Agreement.
- D.** All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.

E. Joint Early Retirement Improvement Committee

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

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

Section 15 - LTD Benefit Re-opener

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

- A.** firstly, whether or not the Supplemental Monthly LTD Benefit will continue beyond the 36-month period and/or be increased for a further period of time; and
- B.** secondly, whether or not the employers' portion of premiums for medical, dental, extended health, and accidental death and dismemberment insurance will be increased, depending upon whether there has been an experience savings as a result of the changes to the LTD Plan (i.e., a net savings).

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

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

ADDENDUM #3**CASUAL EMPLOYEES**

1. 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 sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (a) vacation relief;
 - (b) sick leave relief;
 - (c) education relief;
 - (d) maternity leave relief;
 - (e) compassionate leave relief;
 - (f) union business relief;
 - (g) educational leave relief;
 - (h) such other leave relief as is provided by the Collective Agreement; or
 - (i) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days;
2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.1, 16.1 and 17 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 job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, he/she will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

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

Article 38, Section 38.1 Medical Plan
 Section 38.2 - Dental Plan
 Section 38.3 - Extended Health Care Plan

Coverage under this section shall cease when either:

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

5. Casual employees are entitled to all benefits of this Agreement except the following:
 - (1) Article 13 - Probationary Period;
 - (2) Article 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8 and 14.9.
 - (3) Article 16.6 - Job Postings and Applications;
 - (4) Article 17 - Technological, Automation and Other Changes;
 - (5) Article 18.1 - Employer's Notice of Termination;
 - (6) Article 19 - Scheduling Provisions except 19.1(e);
 - (7) Sections 21.9 and 21.10 of Article 21 - Overtime;
 - (8) Sections 28.3 and 28.4 of Article 28 - Vacations;
 - (9) Article 29 - Compassionate Leave;
 - (10) Article 30 - Special Leave;
 - (11) Article 31 - Sick Leave, WCB, Injury-On-Duty;
 - (12) Article 32 - Educational Leave;
 - (13) Article 33 - Jury Duty;
 - (14) Article 34 - Leave - Unpaid;
 - (15) Article 35 - Maternity Leave;
 - (16) Article 36 - Adoption Leave;
 - (17) Article 38 - Health Care Plans;
 - (18) Article 39 - Long-Term Disability Insurance Plan;
 - (19) Article 41 - Pension;
6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
7. The manner in which casual and/or part-time employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain both (a) a master casual seniority list, which shall include all casual employees employed by the Employer, listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
 - (2) One (1) call shall be of eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books and shall be entitled to make copies.

Casual employees shall choose one method of contact for on-call work – answering machine, pager, or cell phone – and shall advise the Employer of the method and the contact number. In the event the casual employee uses a telephone answering machine, a cell phone or a pager, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee. The employee will designate which method of contact she/he wishes the Employer to utilize (i.e., either telephone/cell phone/pager number).
 - (3) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
 - (4) Casual and part-time employees registered for casual work shall notify the Employer two (2) consecutive pay periods in advance of the dates and times they will be available to work in the upcoming two (2) pay periods.

The Employer shall be obliged to call a casual and/or part-time employee only for those days on which the employee is available.

Casual employees who are registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Section (2) does not apply.

Casual employees may refuse assignments on days or shifts which they have stated they are available for three (3) times in any six (6) month period. On the fourth refusal, the casual employee may be removed from the casual list, unless the employee can demonstrate that the refusals were for valid reasons.

8. Casual employees shall not be dismissed except for just and proper cause.
9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
10.
 - (1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "*adjustment dates*") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
 - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
 - (3) Within two weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy:
 - (a) of the master casual seniority list; and
 - (b) of each classification registry maintained by the facility.
11.
 - (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

Effective January 1, 2001 casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours. In the calculation of probationary periods, hours worked before the first pay period prior to January 1, 2001 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 13 of the this Agreement.
 - (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

(1) dividing his/her number of seniority hours by a factor of 7.5 (or by a factor of 7.0 in the event that the hours of work of regular employees under Article 20 shall be reduced to 35) which shall be deemed to be the number of days worked; and then

Effective January 1, 2001, for hours worked after the first pay period prior to January 1, 2001 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.

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

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

14. (1) Upon completion of one hundred and eighty (180) hours of work (effective January 1, 2001: 172.8 hours), casual employees shall be given the option to enrol in the following plans:

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

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

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

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

(1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then

(2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of eight (8). (In the event that the hours of work of regular employees shall be reduced to thirty-five (35) under Article 20, this factor shall be reduced to seven (7.0).)

16. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Articles 14.13, 27.10, 28.9, 30.2 and 31.14.

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

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