

COLLECTIVE AGREEMENT

between the

BEACON COMMUNITY SERVICES

and the

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

Effective from Date of Ratification to March 31, 2007

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DEFINITIONS

1. "*Casual Employee*" is one who works fifteen (15) hours per week or less and/or is employed in the following capacities:
 - (a) for relief purposes;
 - (b) temporary workload situations; or
2. "*Employer*" means Beacon Community Services as certified at the Labour Relations Board of British Columbia. The Employer's legal name is Peninsula Community Services.
3. "*Leave of Absence With Pay*" means to be absent from duty with permission and with pay.
4. "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.
5. "*Regular Full-Time Employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full time in accordance with Article 14. A regular full-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
6. "*Regular Part-Time Employee*" means an employee who is appointed to a regularly scheduled position but works less than full time. A regular part-time employee is entitled to all benefits outlined in the Agreement on a pro rata basis, except where otherwise specified.
7. "*Union*" means the B.C. Government and Service Employees' Union.
8. "*Common Law Spouse*" shall be defined as two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.
9. "*Casual and Auxiliary Employee*" - For the purposes of this Collective Agreement, the term "*auxiliary employee*" shall be deemed to be synonymous with the term "*casual employee*" as set out in no. 1.
10. "*Comparable*" means within ten percent (10%) of wage rate.

ARTICLE 1 - PREAMBLE**1.1 Purpose of Agreement**

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Rules

In the event that there is a conflict between the contents of this Agreement and any rule made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule.

1.4 Human Rights Code

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

1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- (b) The Parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code of British Columbia* including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

1.6 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) Sexual harassment includes but is not limited to:
 - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - (2) sexual advances with actual or implied work related consequences;
 - (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
 - (4) verbal abuse, intimidation, or threats of a sexual nature;
 - (5) leering, staring or making sexual gestures;
 - (6) display of pornographic or other sexual materials;
 - (7) offensive pictures, graffiti, cartoons or sayings;
 - (8) unwanted physical contact such as touching, patting, pinching or hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.7 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis.

Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

(c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.

(d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

(e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 9.8, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the investigator under Article 8.13.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:

- (1) by mutual agreement between the Parties; or
- (2) by virtue of a decision by the Labour Relations Board of British Columbia.

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within thirty (30) days of the notification either Party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designates a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement;
- (b) any correspondence to any employee pertaining to the interpretation or application of the Agreement as it applies to that employee.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees on the following basis:
- (1) one (1) steward for every fifty (50) employees covered by this Agreement, or a major portion thereof, with a minimum of two (2) stewards to a maximum number of twenty-five (25) stewards; and
 - (2) the Union may appoint additional stewards to allow for one (1) steward to be selected from the staff working at each premise operated by the Employer.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or his/her alternate where the steward is absent, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of a steward shall include:
- (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The Parties may, at the local level, mutually agree upon another method of notifying employees of Union business.

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish Union Shop Cards to the Employer to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code of British Columbia*. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.10 Time Off For Union Business

(a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a Bargaining Committee.

(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 twenty-one (21) 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) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

(d) Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involved the Employer.

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

(e) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (c) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who, prior to September 1, 1995, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after September 1, 1995 shall, as a condition of continued employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECK OFF AND UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
- Employee surname and first name
 - Job classification
 - Sex
 - Gross pay
 - Dues amount deducted
- (e) The above information may be supplied on a computer disk or tape provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk or tape, it will be provided on hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (g) At the same time the Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T-4 slip was provided).
- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the Article dealing with Union Security and Dues Check-off.
- (b) New employees shall also be provided with:
- (1) the name, location and work telephone number (if applicable) of the steward; and

- (2) an authorization form for Union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.
- (d) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment.

Where the Employer conducts a group orientation for new employees, the meeting with the steward may take place during the orientation. Such meetings shall not exceed thirty (30) minutes. Stewards will be given at least twenty-four (24) hours' notice of the meeting.

Stewards shall be compensated for such meetings in accordance with Article 7.5(b).

- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

ARTICLE 6 - EMPLOYER'S RIGHTS

- (a) The management of the Employer's business, and the direction of the work force, 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.
- (b) 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.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a Union Staff Representative, or authorized alternate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union Representatives or stewards temporary use of an available confidential location.
- (d) The Employer agrees that access to its premises will be granted to Union elected officers or other persons designated by the Union. The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall

indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

7.3 Technical Information

The Employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- list of employees and status;
- gender;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.)

The Union may request other information it requires from the Employer.

7.4 Policy Meetings

The Employer and the Union recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

7.5 Union/Management Committee

- (a) The Parties agree to establish a Union/Management Committee composed of two (2) Union Representatives and two (2) Representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of Union and Employer Representatives.
- (b) The Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee.
- (c) An Employer Representative and a Union Representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the Parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this Agreement.
- (f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to Committee members.

7.6 Membership Information

The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit on a semi-annual basis. The Parties recognize the confidentiality of the information contained in this list.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) 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.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (c) Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the Employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, not later than twenty-one (21) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article(s) or Clause(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the Employer designate through the Union steward.

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the Union steward and the Employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer designate shall reply in writing to an employee's grievance within seven (7) days of the above noted meeting with the Union steward or, if the meeting is waived, within seven (7) days of the date the Parties agree to waive the meeting.

8.6 Step 3

The Union designate may present, or meet with the Employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within twenty-one (21) days after the Step 2 decision has been conveyed to him/her by the Employer designate; or
- (b) within twenty-one (21) days after the Employer designate's reply was due.

8.7 Time Limit to Reply at Step 3

The Employer designate will respond in writing to the Union within twenty-one (21) days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this Article, the Union may submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer designate's decision has been received, or
- (b) thirty (30) days after the Employer designate's decision was due.

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven (7) days after the date of dismissal or suspension, to initiate a written grievance. Within seven (7) days after the date of receiving the grievance the Union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The Employer designate shall reply in writing to the grievance within seven (7) days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven (7) days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer designate or the Union within sixty (60) days of either Party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

8.11 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent of the Parties.

8.12 Technical Objections to Grievances

It is the intent of the 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, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.13 Investigator

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,

- Joan Gordon
- Colin Taylor, QC
- Dalton Larson
- Paula Butler
- Heather Laing
- Judi Korbin
- Vincent L. Ready

or a substitute agreed to by the Parties shall, at the request of either Party:

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

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

Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step 3 of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of Articles 2.6, 2.10, 17, 18, 19, 20 and 27.

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference to arbitration within:

- (1) thirty (30) days after the Employer designate's decision has been received; or
- (2) thirty (30) days after the Employer designate's decision was due.

(b) All referrals to arbitration shall be by certified mail, facsimile or courier.

(c) Where the matter in dispute is a dismissal grievance, the arbitrator shall set a date for the hearing to be held within seven (7) weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

(a) When a Party has requested that a grievance be submitted to arbitration and either Party has requested that a hearing date be set, the Parties shall assign an arbitrator from the mutually agreed upon list of arbitrators and set a date for the hearing.

List of named arbitrators:

- Donald Munroe, QC
- Joan Gordon
- Judi Korbin
- Vincent L. Ready
- Allan Hope, QC
- Heather Laing

(b) The Union and Employer may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.

(c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from or added to the list by mutual agreement.

(d) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

(e) The Parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Board Procedure

- (a) In this Article the term "*Board*" means a single arbitrator or a three (3)-person Arbitration Board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

9.6 Expenses of Arbitration Board

Each Party shall pay:

- (a) the fees and expenses of the nominee it appoints; and
- (b) one-half (½) of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the Parties.

9.8 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of ten (10) workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (6) grievances relating to employment security and matters arising from the report and recommendations of Industrial Inquiry Commissioner (except where specified otherwise);
 - (7) grievances requiring presentation of extrinsic evidence;
 - (8) grievances where a party intends to raise a preliminary objection;
 - (9) matters arising from the maintenance agreement and classification manual (to be resolved in accordance with their terms); and
 - (10) grievances arising from duty to accommodate.

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

(b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available date. The hearing dates shall be mutually agreed and will be at a location central to the geographic area in which the dispute arose.

(c) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either Party.

(d) The Parties shall make every effort to make use of an agreed to statement of facts.

(e) All presentations are to be short and concise and are to include a comprehensive opening statement.

(f) The Parties agree to make limited use of authorities during their presentations.

(g) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(h) 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* or a *Labour Relations Code* provision of similar effect.

(i) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(j) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(k) The Parties shall equally share the cost of the fees and expenses of the arbitrator.

(l) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the Parties.

- Donald Munroe, QC
- Joan Gordon
- Heather Laing
- Joan McEwen
- David McPhillips
- Judi Korbin
- Vincent L. Ready

(m) It is not the intention of either Party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

(a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.

(b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.

(c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. Two (2) copies of the written notice of dismissal or suspension shall be forwarded to the Union designate within five (5) days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand; or
- (3) adverse reports.

(b) 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) Any such document, other than formal employee evaluations, 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. 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) 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.

10.4 Performance Evaluations

(a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven (7) days to read, review and sign the evaluation.

(b) The evaluation 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. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.

(c) An employee evaluation 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 of this Agreement.

(d) An employee shall receive a copy of his/her evaluation at time of signing.

(e) All performance evaluations shall be carried out in a confidential manner.

10.5 Personnel File

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given.

(b) A representative of the Union, 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. The Union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given.

(c) 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.

10.6 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.

10.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

10.8 Confidentiality

Discussions and interviews between the Employer and an employee or Steward regarding discipline shall be carried out in a confidential manner.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

(b) Straight-time paid hours shall include time spent on:

(1) paid holidays;

(2) paid vacation;

(3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers' Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those Sections:

(4) paid sick leave;

- (5) union leave;
- (6) maternity, parental and adoption leave;
- (7) other approved paid leaves of absence.

For the purpose of part six (6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half (½) payroll year preceding the leave. Where the employee has been employed for less than one-half (½) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

11.2 Seniority List

- (a) A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.

11.3 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) he/she voluntarily terminates his/her employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one (1) year or
- (e) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the Employer. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

11.4 Re-employment

- (a) A regular employee who voluntarily resigns his/her employment and within ninety (90) days is re-hired as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.
- (b) A regular employee who terminates employment with the Employer and is employed within ninety (90) calendar days within the Beacon Community Association certification with the Union, shall upon successful completion of the probationary period, be entitled to portability of benefits as specified below:
 - (1) *Wage Increment Step* - Length of service as a regular employee with the previous Employer in a similar job shall be recognized by the receiving Employer for the purpose of placement at a wage increment step. Future increment progression shall be based on service under the new certification.
 - (2) *Vacations* - Length of service as a regular employee with the previous Employer shall be recognized for the purpose of vacation entitlement.
- (c) A regular employee who voluntarily resigns his/her employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same Employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:
 - (1) the employee must have been a regular employee with at least three (3) years of service with the Employer at time of termination;
 - (2) the resignation must indicate the reason for termination;

- (3) the break in service shall be for no longer than three (3) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

11.5 Seniority Dates

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

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than sixty (60) days, the position shall not be posted and instead shall be filled as follows:
 - (1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 12.8. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 15, the proposed move shall not be made; or
 - (2) by casual employees, including regular part-time employees registered for casual work in accordance with Article 28.3.
- (c) Regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four (4) occasions in one (1) calendar year unless the Union and the Employer otherwise agree.
- (d) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

12.2 Change to Start and Stop Times, Days Off and Work Area

- (a) 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:
 - (1) 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
 - (2) 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).

12.3 Preference to Internal Applicants

Regular on-going vacancies will be filled with qualified internal applicants prior to being posted for external applicants.

12.4 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.

12.5 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 12.1 above.

12.6 Notice to Union

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

12.7 Notice of Successful Applicant

- (a) 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.
- (b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

12.8 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.

12.9 Selection Criteria

- (a) In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight.

12.10 Probationary Period

For the first four hundred and eighty-eight (488) hours of work with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension.

During the 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. 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.

Note: Employees who are probationary at the time of ratification of this Agreement shall complete their probation in accordance with the provisions of the Collective Agreement in place at the time of commencement of their probation.

12.11 Qualifying Period

- (a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.
- (b) If a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.
- (c) 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.
- (d) 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 (b) of this Section.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Technological Change

(a) *Preamble*

The Parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology. The Parties agree to meet to exchange information with respect to such issues at the request of either Party.

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) *Enhanced Consultation*

The Employer shall notify the Union 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 there from 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.

13.2 Job Training

At the request of either the Employer or the Union, the Parties shall meet in accordance with Article 7.5 Union/Management Committee for the following purposes:

- (a) planning training programs for those employees affected by technological change;
- (b) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (c) planning training programs for those employees affected by new methods of operation;
- (d) planning training programs in the area of general skills upgrading.

Whenever necessary, the Parties shall seek the assistance of external training resources such as the Human Resources Development Canada and Provincial Ministry of Labour or other recognized training institutions.

13.3 Process - Reduction and Restructuring

- (a) In the event of reduction resulting from any technological change, labour adjustment or downsizing initiative, the Employer, together with the Union, will canvass the bargaining unit 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, move from full-time to part-time, 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; then
 - (1) the Employer shall issue displacement/layoff notices; then
 - (2) the employee shall exercise bumping rights to a comparable job with the Employer; then
 - (3) if there is no comparable job with the Employer, the employee may exercise bumping rights into a less than comparable job.
- (c) The Parties agree that FTE reductions will not result in a workload level that is excessive or unsafe.

13.4 Definition of Displacement

- (a) Any employee classified as a regular employee shall be considered displaced by technological change when there is a reduction of hours or 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.
- (b) Where notice of displacement or layoff actually results in a layoff, and prior to a layoff becoming effective, two (2) copies of such notice shall be sent to the designated Union representative.
- (c) Layoff must be in reverse order of seniority.

13.5 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 Unions will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

13.6 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) an employee who has not completed the probation period - two (2) weeks' notice;

- (2) an employee who has completed the probationary period - four (4) weeks' notice;
- (3) three (3) or more years' seniority - one (1) additional week per year to a maximum of eight (8) weeks.

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

13.7 Retention of Seniority (Recall)

(a) 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 required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 13.5 of this Agreement.

13.8 Interim Solutions

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

Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

13.9 Section 54 of the Labour Relations Code

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

13.10 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the reduction of hours and/or laying off of such employees. There will be no expansion of contracting in or out within the bargaining unit of the Union as a result of the reduction of FTEs.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Continuous Operation

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

14.2 Hours of Work

(a) Except as otherwise provided in this Article, the average hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one-half (37½) hours per week or an equivalent mutually agreed to by the Employer and the Union.

(b) Where the full-time hours of work for any classification at the time of ratification of this Agreement average less than thirty-seven and one-half (37½), the full-time hours of work shall be maintained, except where the Employer and the Union otherwise agree.

It is understood and agreed that in the event the length of the normal regular full-time work week of a future Agreement is, or averages, thirty-six (36) hours per week, the full-time hours of work for any classification averaging less than thirty-six (36) hours per week shall be increased to an average of thirty-six (36) hours per week at that time.

The operation of this part (c) shall not result in an increase or decrease to the hourly rate of pay for any classification.

(c) Except as otherwise provided in this Article, the base day will be seven and one-half (7½) hours for the purpose of calculating the accrued benefit credit banks. Where the full-time hours of work for any classification average less than thirty-seven and one-half hours (37½) per week, the base day will be the average weekly full-time hours of work divided by five (5) work days.

(d) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year [that is, an average of two (2) days per week plus a minimum of eleven (11) paid 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 and fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one hundred and fifteen (115) days except for days for which he/she was paid overtime in accordance with Articles 15 or 16.3.

(e) Employees shall not be required at anytime to work more than six (6) consecutive shifts, and employees shall not receive at anytime less than two (2) consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 15. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

(f) Where the Employer and the Union have agreement in a Collective Agreement, Memorandum, or Letter of Agreement on specific scheduling provisions with respect to hours of operation, excursions, flex-time, extended work days or modified work weeks for any specific employee or group of employees, the agreements shall be maintained for incumbents as of the date of ratification unless mutually agreed otherwise by the Union and the Employer. If mutual agreement on proposed amendments is not reached either Party may refer the matter to the Investigator pursuant to Article 8.13 who will investigate the difference and give consideration to past practice, employee circumstances and the Employer's operational requirements. The Parties shall be bound by the decision of the Investigator.

(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.

14.3 Scheduling Provisions

(a) (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including days in lieu of paid holidays pursuant to Article 16.8 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 15, except where the Union and the Employer agree otherwise in good faith. The Union and the Employer may agree at the local level to allow such an agreement to be between the employee and the Employer. 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 (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve consecutive hours shall be paid at overtime rates in accordance with Article 15.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of 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 15. 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.

14.4 Rest Periods

There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift shall receive one (1) fifteen (15) minute paid rest period.

14.5 Meal Periods

- (a) An unpaid meal period shall be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. The length of the meal period shall not be less than thirty (30) minutes, or up to sixty (60) minutes by mutual agreement.
- (b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two (2) hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable overtime rates.
- (c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

14.6 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

- (1) "*Afternoon shift*" is any shift in which fifty percent (50%) or more occurs between 4 p.m. and 12 midnight.
- (2) "*Night shift*" is any shift in which fifty percent (50%) or more occurs between 12 midnight and 8:00 am.

14.7 Scheduling Limitations

Unless otherwise specified in this Article, the following shall always apply:

- (a) If an employee is required by the Employer to report first to a different location before reporting to her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled work day. If at the end of work at her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled work day.
- (b) Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

14.8 Excursions

Employees who accompany clients/residents on excursions will be entitled to a full shift's pay and four (4) hours of lieu time for every twenty-four (24) hour period. Lieu time shall be scheduled pursuant to Article 15.6.

Employees currently receiving a superior entitlement shall continue to receive the entitlement.

14.9 Flex-time

For the purpose of this Agreement, flex-time means hours worked by employees who are given authority by the Employer to choose their starting and finishing times, the length of their work day, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

- (a) the work day shall not exceed ten (10) hours, except where the employee specifically requests and the Employer agrees; and
- (b) full-time employees shall perform work on at least four (4) days in any calendar week; and
- (c) employees shall average seventy-five (75) hours of work per fortnight; and
- (d) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required; and
- (e) regular full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one-half (7½) hours, provided at least seven and one-half (7½) hours are required to complete the averaging period. If less than seven and one-half (7½) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence;
- (f) where the full-time hours of work for a regular employee covered by this Article are different than thirty-seven and one-half (37½) hours per week, the hours of work per fortnight under (c) above shall be adjusted to reflect those full-time weekly hours and, similarly, the deemed daily hours under (e) above shall be adjusted to reflect the regular full-time weekly hours of work divided by five (5) days.

14.10 Modified Hours of Work Arrangements

Where modified hours of work arrangements are presently in place for employees covered by new certifications where there is no Collective Agreement presently in effect, the Union and the Employer shall review and develop local Memoranda of Agreement to address existing scheduling provisions with respect to extended work days, modified work weeks or other modified hours of work arrangements. The Parties agree that existing practices shall not be unreasonably disrupted so long as such practices are consistent with the terms of the Agreement.

14.11 Modified Hours of Work Arrangements

Where modified hours of work arrangements are presently in place for employees covered by new certifications where there is no Collective Agreement presently in effect, the Union and the Employer shall review and develop local Memoranda of Agreement to address existing scheduling provisions with

respect to extended work days, modified work weeks or other modified hours of work arrangements. The Parties agree that existing practices shall not be unreasonable disrupted so long as such practices are consistent with the terms of the Agreement.

14.12 On-Call

- (a) Employees required to be on-call shall be paid one dollar (\$1.00) per hour, or portion thereof.
- (b) The minimum on-call requirement shall be four (4) consecutive hours.
- (c) Should the Employer require an employee to have a pager or a cellular phone available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Article 14.2.
- (b) "*Straight-time rate*" means the hourly rate of pay.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time pay.
- (d) "*Double time*" means two times (2x) the straight-time rate.

15.2 Overtime Compensation

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2, or who are requested to work on their scheduled off-duty days, shall be paid the rate of time and one-half (1½x) of their basic hourly rate of pay for the first three (3) hours (two hours, effective April 1, 2000) of overtime on a scheduled work day and double time (2x) thereafter or on a day of rest.
- (b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

15.3 Overtime on Day Off

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

15.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 16, the employee shall be paid overtime at the rate of time and one-half times (1½x) the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

15.5 Overtime Pay

Overtime pay shall be paid to the employee on the next paycheque after the expiration of the pay period in which the overtime was earned except as provided in Article 15.6 below.

15.6 Compensating Time Off

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 paycheque.

15.7 Overtime Meal Allowance

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 allowance of seven dollars (\$7.00). 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 15.9 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 or period of availability for a normal work day.

15.8 Right to Refuse Overtime

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. Only in cases of emergency may an employee be required to work overtime.

15.9 Overtime for Part-time Employees

- (a) A 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 regularly scheduled work days, 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.
- (b) A 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.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

15.10 Rest Interval After Overtime

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.

15.11 Call-Back

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her

automobile to work the allowance in Article 26.12 from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2.00).

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(b) Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

16.2 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

16.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.

(b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half (1½x) for all hours worked.

16.4 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1½x). Regular full-time employees shall also receive an additional day off in lieu of the holiday.

16.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

16.6 Holiday Pay for Regular Part-time Employees

Regular part-time employees shall receive a day off with pay.

16.7 Christmas or New Year's Day Off

(a) The Employer agrees to make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting. Employees shall indicate their preference in writing on or before November 15th each year and the Employer shall respond in writing on or before December 1st each year.

(b) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime, or vacation.

16.8 Scheduling of Lieu Days

Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.

ARTICLE 17 - VACATION ENTITLEMENT

17.1 Annual Vacation Entitlement

The Employer's current practice with respect to the vacation year shall be maintained.

(a) New employees who have been continuously employed at least six (6) months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

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

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

1 years continuous service	15 work days
2 years continuous service	15 work days
3 years continuous service	16 work days
4 years continuous service	17 work days
5 years continuous service	18 work days
6 years continuous service	19 work days
7 years continuous service	22 work days
8 years continuous service	23 work days
9 years continuous service	24 work days
10 years continuous service	25 work days
11 years continuous service	26 work days
12 years continuous service	27 work days
13 years continuous service	28 work days
14 years continuous service	29 work days
15 years continuous service	30 work days
16 years continuous service	31 work days
17 years continuous service	32 work days
18 years continuous service	33 work days
19 years continuous service	34 work days
20 years continuous service	35 work days

Effective January 1, 2002, Article 17.1 shall be replaced by the following:

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

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

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

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

1 years continuous service	15 work days
2 years continuous service	15 work days
3 years continuous service	16 work days
4 years continuous service	17 work days
5 years continuous service	18 work days
6 years continuous service	19 work days
7 years continuous service	22 work days
8 years continuous service	23 work days
9 years continuous service	24 work days
10 years continuous service	25 work days
11 years continuous service	26 work days
12 years continuous service	27 work days
13 years continuous service	28 work days
14 years continuous service	29 work days
15 years continuous service	30 work days
16 years continuous service	31 work days
17 years continuous service	32 work days
18 years continuous service	33 work days
19 years continuous service	34 work days
20 years continuous service	35 work days

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

(c) Except where the Employer's current practice provides for employees to access annual vacation in excess of earned credits or where the Employer agrees to adopt such a practice under this Agreement, employees shall not be entitled to access annual vacation in excess of earned credits.

(d) (*transition*) The following shall apply to employees who are currently entitled to accrue and take vacation in the same year: Effective January 1, 2002, employees who request an advance on earned vacation shall be given an advance in the number of hours requested, up to a maximum of one-half (½) of the employee's 2002 annual vacation entitlement. The vacation advance shall be repayable by the employee in one of two (2) ways:

- (1) repayment in full upon termination of employment; or
- (2) repayment in incremental amounts in a manner to be determined at the local level between the employer and the employee.

(e) (*transition*) The following shall apply to employees who are currently entitled to take vacation in the year following the year in which it was accrued: An employee's annual vacation entitlement for the 2002 calendar year shall be accrued in accordance with (a) and (b) above between July 1, 2001 and June 30, 2002. Any vacation hours accrued prior to July 1, 2001 which are not taken before December 31, 2001 shall be banked or paid out at the Employer's option. Article 17.5 shall have no effect in respect of vacation hours banked under this Article.

Vacation hours banked under this Article shall be scheduled by mutual agreement between the Employer and employee taking into account operational requirements. Any vacation hours banked under this Article that are not taken prior to an employee's termination shall be paid out at that time.

17.2 Vacation Period

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

17.3 Splitting of Vacation Periods

Annual vacation for employees with ten (10) 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 (1) 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.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

17.4 Vacation Pay

Upon receipt of fourteen (14) days' written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

17.5 Vacations Non-Accumulative

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at anytime. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

17.6 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 17.1.

17.7 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.

17.8 Call-Back from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

17.9 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

ARTICLE 18 - EDUCATION LEAVE**18.1 Courses/Examinations at the Request of the Employer**

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.

18.2 In-Service Education

- (a) Employees scheduled by the Employer to attend in-service education seminars on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar.
- (b) Employees required by the Employer to attend in-service education seminars on a scheduled day off shall receive compensation for all hours in attendance at the seminar in accordance with Articles 14 and 15.

18.3 Leave Without Pay

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to program service delivery 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 Employer can be found.
- (c) The Employer shall provide written reasons for the denial of leave pursuant to (a) above.
- (d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in his/her former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise their rights in accordance with Article 13.

18.4 Exchange Programs

The Parties agree that exchange programs between Employers will be encouraged. Where practical, employees will be given the opportunity to participate in exchange programs at full pay and allowances.

No such exchange will take place without a written agreement with the Union(s) and the Employers involved.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Compassionate Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her/his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three (3) working days.

Immediate family is defined as an employee's parent, spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(c) Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

19.2 Jury Duty

(a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.

(b) An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

19.3 Special Leave

(a) A regular employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (i.e., 187½ hours for Employers where the full-time work week is 37½ hours per week) at the rate of one-half (½) day (i.e., 3.75 hours for Employers where the full-time work week is 37½ hours per week) every four (4) weeks (i.e., 150 hours for Employers where the full-time work week is 37½ hours per week).

(b) Employees covered by Collective Agreements with an annual entitlement for special leave shall have that entitlement credited to the bank and shall accumulate in accordance with (a) thereafter.

Special leave credits may be used for the following purposes:

- (1) marriage - five (5) days;
- (2) paternity - one (1) day;

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

19.4 General Leave

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for such leave shall be in writing with at least two (2) weeks' notice, except in cases of emergency. The Employer shall make every reasonable effort to respond within two (2) weeks and approval for such leave shall not be unreasonably withheld.

19.5 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

19.6 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

20.1 Maternity Leave

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a

period of six (6) consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

(f) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six (6) consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

20.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay or a shorter period the employee requests.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks' parental leave between them.

(c) An employee shall give four (4) weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 20.1(b). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

(d) *Parental leave shall commence:*

(1) in the case of a mother, immediately following the end of the maternity leave taken under Article 20.1, unless the Employer and the employee agree otherwise;

(2) in the case of the "other parent" following the birth of the child and within the fifty-two (52) week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition No. 8;

(3) in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.

(e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

20.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 20.1 and Article 20.2 is limited to thirty-two (32) weeks plus any additional entitlements provided under Article 20.1(f) and/or Article 20.2(e) preceding.

20.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Articles 17 (Vacation Entitlement) and 24 (Health Care Plans). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

20.5 Reinstatement

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the

employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise his/her rights in accordance with Article 13.

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with subsection (a).

20.6 Supplemental Unemployment Benefit Plan

If such a plan is currently provided by an Employer or is provided by a Collective Agreement, it shall be maintained.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Statutory Compliance

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

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

21.2 Client Information

The Employer shall provide employees with information in its possession regarding a client, resident or client's home which is necessary for the employee to safely carry out his/her duties.

21.3 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 Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each Party appointing its own representatives.

The Union agrees to actively pursue with the other Health Care Unions, where more than one (1) Union is certified with the Employer, a Joint Union/Employer Committee for the purposes of the Occupational Health and Safety Regulations.

(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 joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

(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* or regulations.
- (e) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board and/or the Health Care Occupational Health and Safety Agency to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.
- (f) The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.
- (g) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/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.
- (h) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

21.4 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.
- (d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

21.5 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. 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. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

21.6 Video Display Terminals

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board.

21.7 Transportation of Accident Victims

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

21.8 Injury Pay Provision

(a) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her scheduled and assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.

(b) Employees eligible for sick leave coverage pursuant to Article 27 shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee.

21.9 Investigation of Accidents

(a) Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

(b) Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one (1) Union Occupational Health and Safety Committee member or, if not available, a Union steward, and one (1) Employer representative.

(c) Copies of the accident investigation reports must be forwarded without undue delay to the Occupational Health and Safety Committee.

(d) In the event of a work related employee fatality, the Employer shall notify the Union designate of the nature and circumstances of the accident as soon as possible.

21.10 Emergency Travel Kit

Where employees are required to use their personal, or the Employer's, vehicle for work in isolated or areas with hazardous road conditions, and where there is agreement at the local level regarding the

provision of an emergency travel kit, the Employer will provide such a kit. The Occupational Health and Safety Committee will make recommendations on the contents of the emergency kit.

21.11 Employee Workload

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety related workload concerns to the Occupational Health and Safety Committee for investigation under Article 21.3.

21.12 Prevention of Musculoskeletal Injuries

The parties agree with the goal of preventing musculoskeletal injuries to employees.

To this end, the parties agree to work through the Occupational Health and Safety Agency for Healthcare to achieve the following:

- (a) Identify factors contributing to the risk of musculoskeletal injuries, including manual lifting where it occurs;
- (b) Develop possible solutions to address such risk factors, including procedural measures and infrastructure/equipment improvements;
- (c) Distribute clear guidelines to Employers and local Occupational Health and Safety Committees regarding identified risk factors and possible solutions;
- (d) Assist Employers and local OH&S Committees to evaluate and implement recommended solutions to address specific, identified musculoskeletal injury risks; and
- (e) Work in partnership with the Workers' Compensation Board and funding agencies to finance the implementation of acceptable solutions, including infrastructure, equipment and/or staffing where appropriate.

ARTICLE 22 - MORE FAVOURABLE RATE OR CONDITIONS

All more favourable rates or conditions contained in Memoranda of Agreement, except as they are amended by negotiations, shall be continued in the Collective Agreement.

ARTICLE 23 - GROUP RRSP

Employees who have completed their probationary period may opt into the Group RRSP as described in Appendix 5.

Employers which do not have an RRSP, and implement one as a result of this Collective Agreement, will select a fund manager mutually agreed to by the Employer and the Union.

Existing Employers which opt to change the current fund manager of their RRSP will select a new fund manager for the Plan with the mutual agreement of the Union, provided that this does not result in any additional cost to the Employer.

Only a single fund manager for the RRSP will be utilized by an Employer at any one time.

The Parties agree that the Union/Management Committee shall discuss, on an annual basis, any issues relating to the administration and performance of the Group RRSP.

ARTICLE 24 - HEALTH CARE PLANS**24.1 BC Medical Plan**

The Employer shall pay one hundred percent (100%) of the regular monthly premiums for eligible regular employees who have completed the probationary period, their spouse, and dependents for medical coverage under the BC Medical Plan.

24.2 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 two thousand, seven hundred and fifty dollars (\$2,750) per patient 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.

(d) The plan shall be comparable to the dental plan provided by the Employers covered by the Facilities Subsector Agreement through the Healthcare Benefit Trust. (Refer to Information Appendix 1).

24.3 Extended Health Plan

(a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.

(b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be two hundred and twenty-five dollars (\$225) every twenty-four (24) months and the allowance for hearing aids will be six hundred dollars (\$600) every forty-eight (48) months.

(c) The plan shall be comparable to the extended health plan provided by the Employers covered by the Facilities Subsector Agreement through the Healthcare Benefit Trust. (Refer to Information Appendix 2).

24.4 Group Life Insurance

(a) The Employer shall provide a group life insurance plan.

(b) The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised: that is, the individual covered may convert all of part of his/her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

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

24.5 Dependents

An eligible dependent for the purposes of this Article is one who is so classified for Income Tax Purposes.

24.6 Long Term Disability

- (a) The Employer shall provide a long term disability insurance plan.
- (b) The plan shall cover post probationary employees and provide such employees with salary continuation until the age of sixty-five (65) in the event of a disability.
- (c) The plan shall be as provided in Appendix 6.
- (d) The Employer shall pay one hundred percent (100%) of the premium.

24.7 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular full-time and regular part-time employees who work fifteen (15) regular hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

24.8 Confidentiality of Claim Forms

All information on an employee health and welfare plan claim form will be kept confidential and used only for its intended purpose. Employees shall have the right to submit claim forms directly to the benefit provider/insurance carrier.

ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY**25.1 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.

25.2 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions (including an automobile) are damaged by a client, the Employer shall pay up to a maximum of two hundred dollars (\$200) for the repair or replacement costs of the article(s), provided such article(s) are suitable for use while on duty.

25.3 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.

25.4 Uniforms

The Employer shall supply and maintain uniforms and name tags (with first names only) for employees who are required to wear same.

25.5 Protective Clothing

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where the WCB requires the Employer to provide same.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 Paydays**

- (a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this Article. Employees shall be paid by cheque or direct deposit.
- (b) 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.
- (c) Subject to paragraph (g) below, when a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.
- (d) The Employer will make every reasonable effort to ensure that employees on evening shift paid by cheque shall receive their paycheques on the day immediately prior to payday.
- (e) The Employer will make every reasonable effort to ensure that, employees on night shift paid by cheque shall receive their paycheques on the morning of payday at the conclusion of their shift.
- (f) Employees paid by cheque whose day off coincides with payday shall be paid, as far as practicable on his/her working day preceding the payday provided the cheque is available at his/her place of work.
- (g) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which he/she wishes his/her pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in his/her pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

26.2 Compensation

See Appendix 1

26.3 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.

26.4 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 of the new position after not less than one (1) work day, retroactive to the start of the relief period.
- (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 bargaining unit shall receive, at a minimum, ten percent (10%) per month more than the highest rate for his/her classification, or one hundred dollars (\$100), or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

26.5 Promotions

- (a) Part (a) shall apply where a job has an increment structure based on hours of service.

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. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

- (b) Part (b) shall apply where a job has an increment structure based on calendar length of service.

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 anytime 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.

26.6 Transfers

- (a) Part (a) shall apply where a job has an increment structure based on hours of service.

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. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

- (b) Part (b) shall apply where a job has an increment structure based on calendar length of service.

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 anniversary date.

26.7 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.

26.8 Re-employment After Retirement

- (a) Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* or the *Pension (Public Service) 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. All perquisites earned up to the date of retirement shall be continued or reinstated.

(b) Where increment progression in the employee's position is based on hours of service, the employee shall maintain credit for hours worked in the present increment for the purpose of progression to the next step.

(c) Where increment progression in the employee's position is based on calendar length of service, the employee shall maintain his/her anniversary date.

26.9 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.

26.10 Supervisory or Military Service

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

26.11 Vehicle Allowance

- (a) 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-nine cents (39¢) per kilometre, effective April 1, 2001. The minimum allowance shall be two dollars (\$2.00).
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and at least one million dollars (\$1,000,000) Third Party Legal Liability.
- (d) Employees shall receive an advance equivalent to the difference between the coverage required by the Employer in (c) with four (4) years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); one million dollars (\$1,000,000) Third Party Legal Liability; four (4) years' safe driver discount, upon proof of insurance as required by the Employer.
- (e) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.

26.12 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region with the approval of the Employer shall be entitled to reimbursement for meal expenses to the maximum set out below. This Article shall not apply to employees who, on a day-to-basis, do not work in a fixed location.

Breakfast	\$8.50
Lunch	10.50
Dinner	19.25

Effective April 1, 2003, the meal allowances will be as follows:

Breakfast	\$10.00
Lunch	11.75
Dinner	20.75

26.13 Out-of-Pocket Expenses

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of his/her duties and of a type previously authorized by the Employer, as long as such costs are not addressed by specific allowances payable elsewhere under this Agreement.

26.14 Indemnification and Reimbursement of Legal Fees

- (a) Except where there has been negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
 - (2) assume reasonable costs, legal fees and other expenses arising from any such action.
- (b) Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

ARTICLE 27 - SICK LEAVE**27.1 Premium Reductions**

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

27.2 Sick Leave Credits

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of six point nine percent (6.9%) to a maximum of one thousand, one hundred and seventy (1,170) hours. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of his/her sick leave credits.

27.3 Sick Leave Pay

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.

27.4 Workers' Compensation Benefit

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 24 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.
- (d) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.
- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be

considered as being on an unpaid leave in accordance with Article 19.4 except that seniority shall continue to accrue based on regular hours.

27.5 Sick Leave Deductions

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

Sick leave deductions shall be according to actual time off.

27.6 Medical/Dental Appointments

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.

27.7 Leave of Absence Without Pay

Employees with more than (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.

27.8 Less than One (1) Year's Service

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) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within seven (7) work days from such an employee explaining his/her condition, he/she shall be removed from the payroll.

27.9 Accumulated Sick Leave

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.

27.10 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 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 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 anytime 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 ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 28 - CASUAL EMPLOYEES

28.1 Casual Employees

- (a) Casual employees shall receive ten point two percent (10.2%) of their straight-time pay in lieu of scheduled vacations and paid holidays.
- (b) Casual employees shall serve a probationary period of four hundred and eighty-eight (488) paid hours. During the probationary period casual employees may be terminated for unsatisfactory service.
- (c) 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 12.10.
- (d) 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 12.10.
- (e) Where a casual employee registers for work in a different classification the employee shall serve a qualifying period of four hundred and eighty-eight (488) paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.
- (f) Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand workforce.

28.2 Call-in Procedure

Effective two (2) months following the date of ratification of this Agreement for those Employers not already subject to Article 28.2 as of that date:

- (a) 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 for which the employee meets the requirements of the job based on the factors in Article 12.9. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.

Note: The Parties concur that the application of departments in some Employers may not be practical. Employers will establish departments in good faith based on operational needs and not to circumvent the spirit of this clause.

- (b) 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) days, that position shall be posted and filled pursuant to the provisions of Article 12.1(a).
- (c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12. Upon completion of an assignment a casual employee shall revert to the casual list.
- (d) The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each

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

(2) (i) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call need be made to any one (1) casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.

(ii) By mutual written agreement between the Employer and the Union designate, an employee may be contacted by alternate means of communication. Where the Employer and the Union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond to call.

(3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies.

(4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

28.3 Seniority List

(a) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) 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.

(b) For purposes of a call-in to do casual work, anytime accumulated in a current period shall not be reconciled until the next following adjustment date.

(c) Within two (2) weeks of each adjustment date the Employer shall send to the Union designate a revised copy:

- (1) of the master casual seniority list; and
- (2) of each classification registry maintained by the Employer.

(d) Upon return to work, casual employees will be credited with seniority hours for the period of time during which the employee was in receipt of wage-loss benefits from the WCB under Sections 29 or 30 of the *Workers' Compensation Act*. The number of hours credited shall be based on the employee's average weekly straight-time hours paid over the one-half (½) payroll year preceding the employee's leave of absence due to compensable illness or injury. Where the employee has been employed for less than one-half (½) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

28.4 Regular Part-time Employees

Regular part-time employees may register for casual work under this clause except that Article 28.1(a), (b), (c) and (d) 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 for the purpose of seniority and benefit accumulation.

28.5 Increments

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

28.6 Transfer to Casual Status

A regular employee who is laid off shall be entitled 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.

28.7 Application of Agreement

Except as otherwise noted the provisions of the following Articles do not apply to casual employees. The provisions of all other Articles apply to casual employees unless otherwise explicitly stated.

- Article 11.2(a) Seniority List
- Article 11.5 Seniority Dates
- Article 12.10 Probationary Period
- Article 12.11 Qualifying Period
- Article 13 Layoff and Recall
- Article 14.3 Scheduling Provisions
- Article 15.9 Overtime for Part-Time Employees
- Article 15.11 Call-Back
- Article 17 Vacation Entitlement
- Article 18 Education Leave
- Article 19 Special and Other Leave
- Article 20 Maternity, Parental and Adoption Leave
- Article 23 Group RRSP
- Article 24 Health Care Plans
- Article 26.3 Temporary Promotion or Transfer
- Article 26.5 Promotions
- Article 26.6 Transfers
- Article 26.7 Demotions
- Article 26.8 Re-employment After Retirement
- Article 26.9 Re-employment After Voluntary Termination or Dismissal for Cause
- Article 26.10 Supervisory or Military Service
- Article 27 Sick Leave

28.8 Casual Employee Health and Welfare Benefits

- (a) (1) Upon completion of one hundred and eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans:
 - (i) Article 24.1 - BC Medical Plan
 - (ii) Article 24.2 - Dental Plan
 - (iii) Article 24.3 - 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.

(b) Effective April 1, 2003, where a job posting is filled by a casual employee under Article 28.2(b) 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 pursuant to paragraph (a) above 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 employer shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

- (1) Article 24.1 - BC Medical Plan
- (2) Article 24.2 - Dental Plan
- (3) Article 24.3 - Extended Health Plan

Coverage under this section shall cease when either:

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

ARTICLE 29 - GENERAL CONDITIONS

29.1 Copies of Agreements

- (a) The Unions and the Employers desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. Sufficient copies of the Agreement will be printed for distribution to employees. The Employer and the Union will share equally the cost of printing and distribution.
- (b) The Agreements shall be printed in a Union print shop and shall bear a recognized Union label.
- (c) The Employer will provide copies of the printed Agreement within ninety (90) days of the signing of this Agreement. Ninety (90) days may be waived in extenuating circumstances.

29.2 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

The Union recognizes and agrees that clients may participate in the day to day operations of the Employer for therapeutic value.

29.3 Meals

Employees who are required to prepare meals and eat the meals, or who are required to eat the meals, at the worksite with clients or residents shall have the same meal provided at no cost to the employee.

29.4 Job Sharing

The Employer shall not enter into any Job Sharing arrangements with employees without the written agreement of the Union.

29.5 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

29.6 Special Employment Programs

Where participants in a special employment program for youth or other individuals will perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

29.7 Article Headings

In this Agreement titles shall be descriptive only and shall not form part of the interpretation of the Agreement by the Parties or an Arbitration Board.

29.8 Criminal Record Check

Where the Employer requires an employee to undergo a criminal record check as a condition of continued employment, the Employer shall reimburse the employee for the full cost of the criminal record check.

ARTICLE 30 - NEW AND CHANGED POSITIONS

30.1 Job Descriptions

Note: This Article will remain in effect until the implementation of the Maintenance Agreement and Classification Manual. See Appendix 7— Maintenance Agreement and Classification Manual.

- (a) Except where an Employer has already presented the Union with job descriptions in accordance with the provisions of a previous Collective Agreement, the Employer shall draw up job descriptions for all jobs in the Bargaining Unit and present them in writing to the Union designate within ninety (90) days of ratification of this Collective Agreement.
- (b) The job descriptions presented to the Union shall become the recognized job descriptions unless written notice of objection is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
 - (1) the procedure whereby the job shall be established has been followed;
 - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (3) the job is properly remunerated in relation to the existing wage schedule; and
 - (4) any qualifications established for the job are relevant and reasonable.
- (d) If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

30.2 New and Changed Positions

When a new or substantially altered job category covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. Unless notice of objection by the Union is given to the Employer within sixty (60) calendar days after such notice, the wage rate and job description shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 30.1.

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

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

- (a) This Agreement shall be binding and shall remain in effect from the date of ratification to March 31, 2007.
- (b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect one (1) week following the date of ratification.

31.2 Change in Agreement

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

31.3 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2006 but in any event not later than midnight, December 31, 2006.
- (b) Where no notice is given by either Party prior to December 31, 2006, both Parties shall be deemed to have given notice under this Article on December 31, 2006.

31.4 Agreement to Continue in Force

- (a) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.
- (b) It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* is excluded from this Agreement.

31.5 Retroactivity

Employees who have severed employment prior to the date of ratification of this Collective Agreement shall be paid retroactivity. The Employer shall notify all employees once, in writing, at their last known address, that such retroactivity is payable upon written application. Written application must be received by the Employer within sixty (60) days of ratification. Retroactivity shall be calculated on paid hours.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Isobel Mackenzie
Executive Director

Kathryn Jones
Bargaining Committee

Hannah Green
Bargaining Committee

Lori Strom
Staff Representative

Signed this _____ day of _____, 20 _____.

APPENDIX 1

Wage Schedule 1

Effective the First Full Pay Period After April 1, 2004

Job Title	Grid	Step One	4.06% Increase	Step Two	4.06% Increase	Step Three	4.06% Increase	Step Four	4.06% Increase
Switchboard Operator	4	\$14.45	\$15.04	\$14.96	\$15.57	\$15.48	\$16.11	\$15.99	\$16.64
Day Care Worker	6	15.48	16.11	15.99	16.64	16.50	17.17	17.02	17.71
Infant Toddler Worker	7	15.99	16.64	16.50	17.17	17.02	17.71	17.54	18.25
CASY Home Facilitator	8	16.50	17.17	17.02	17.71	17.54	18.25	18.05	18.78
Resource Centre Advisor	8	16.50	17.17	17.02	17.71	17.54	18.25	18.05	18.78
Day Care Supervisor	8	16.50	17.17	17.02	17.71	17.54	18.25	18.05	18.78
Child Support Worker	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Outreach Worker	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Family Support Worker	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Springboard Lifeskills Facilitator	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Job Search Workshops Facilitator	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Springboard Job Coach	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Case Manager/Employment Counsellor	10	18.05	18.78	18.56	19.31	19.08	19.85	19.59	20.39
Lead Case Manager	11	19.08	19.85	19.59	20.39	20.11	20.93	20.63	21.47

Wage Schedule 2 – Red Circled

Job Title	Current Pay Rate	4.06% Increase
Day Care Supervisor	\$19.77	\$20.57
Child Support Worker	19.77	20.57
Outreach Worker	19.77	20.57
Family Support Worker	19.77	20.57
Springboard Lifeskills Facilitator	19.77	20.57
Job Search Workshops Facilitator	19.77	20.57
Springboard Job Coach	19.77	20.57
Case Manager/Employment Counsellor	19.77	20.57
Lead Case Manager	21.96	22.85
Resource Centre Advisor	17.10	17.79

** Current pay rates that are above Step 4 of wage schedule in the original CHSCS at the date of ratification will be "red circled" and have the 4.06% applied in addition to this rate, and all employees whose positions are funded by HRDSC/Service Canada will have the additional 3% wage increase applied effective September 1, 2005.

*** Exception to note above: At time of ratification the incumbent Resource Centre Advisor was at Step One of Grid 8, but paid above the rate noted in the CHSCS. Therefore, this incumbent is red-circled in Wage Schedule 2. The incumbent will remain at \$17.79 until reaching Step 3.

Increment Notes:

Grids 4 - 11

- Step 1 - up to and including 1 year, or
- up to and including 1800 hours
- Step 2 - more than one year and up to and including 2 years, or
- over 1800 hours up to and including 3600 hours
- Step 3 - more than two years and up to and including 3 years, or
- over 3600 hours up to and including 5400 hours)
- Step 4 - more than three years, or
- over 5400 hours

For all employees there will be a 4.06% wage increase retroactive at least seven months prior to September 1, 2005, and possibly twelve months as reflected in wage schedules 1 and 2.

For all employees whose position is funded by Service Canada, there will be an additional 3% wage increase effective September 1, 2005.

APPENDIX 2**Group RRSP**

- (a) All regular employees, upon completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
- (b) Employee contributions to the Plan will be on one (1) of the following bases:
- one percent (1%) of regular earnings; or
 - two percent (2%) of regular earnings; or
 - three percent (3%) of regular earnings.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels, as noted in 2 above on January 1st of each year by providing at least thirty (30) days' notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) Employers which currently have a retirement scheme in place, and which implement this Group RRSP pursuant to Article 23, shall terminate the retirement scheme and contributions shall be converted to the Group RRSP.

In the event any of the Employers are required to implement an alternative retirement scheme such as the Municipal or Public Service Pension Plan, the Group RRSP will be terminated for employees of that Employer.

- (g) Regular employees who have completed their probationary period, and who enroll in this Group RRSP in accordance with Article 23, must exercise their option within three (3) months of becoming entitled to participate in the Plan.
- (h) Employers will ensure that all new employees are informed of the options available to them pursuant to this Appendix.

APPENDIX 3

Long-Term Disability Insurance Plan

The Employer and the Union agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. For all employees, the terms of this Plan are effective April 1, 2000. Employees with a date of disability or injury that occurred prior to April 1, 2000 shall continue to be covered by the terms of any plan that was in place at that date of disability or injury.

Section 1 - Eligibility

- (a) Regular full-time and regular part-time employees shall, upon completion of the 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 19.5 of the Collective Agreement which reads:

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her/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 13.5 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 unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the Employer and claimant on a 50-50 basis. Employees to be 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.

- (c) *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.
- (d) *Superannuation* - Employees on long-term disability who are enrolled in the Municipal Superannuation Plan or the Public Service Pension Plan pursuant to an Employer-specific Memorandum of Agreement shall be considered employees for the purpose of superannuation in accordance with the *Pension (Municipal) Act* or the *Pension (Public Service) Act*, as applicable.

Section 2 - Waiting Period and Benefits

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

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

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

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

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

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

(1) Residual Monthly Disability Benefit

The Residual Monthly Disability Benefit is based on eighty-five (85%) of his/her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (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 eight-five percent (85%) of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that he/she is able to perform.

Example:

(i)	Monthly LTD net of offsets benefit	=	\$1000 per month
(ii)	85% rate of pay at date of disability	=	\$13.60 per hour
(iii)	70% of current rate of pay	=	\$12.12 per hour
(iv)	Percentage difference [(b/c) - 1]	=	12.2%
(v)	Residential Monthly Disability Benefit (a x d)	=	\$122

(b) (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:

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

(ii) 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*

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

- a. with the recommended Rehabilitation Plan, or
- b. 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:

- c. be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,

d. appeal the dispute to the Rehabilitation Review Committee for a resolution.

(ii) 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 (3) 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:

- a. does not agree with the recommended Rehabilitation Plan; or
- b. 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*

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

- a. return to work on a gradual or part-time basis
- b. engage in a physical rehabilitation activity; and/or
- c. engage in a vocational retraining program

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

(ii) 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:

a. 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 Section 2(A) of the Appendix, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;

b. Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, HLAA vacancies and shall have the ability to bump under the

Collective Agreement for positions that the employee is qualified and physically capable of performing; and,

c. 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,

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

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

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

(6) *Joint Rehabilitation Improvement Committee*

During the term of the agreement, one (1) person from Beacon Community Services and one (1) person from the Healthcare Benefit Trust shall meet the two (2) representatives 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 and Limitations

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 percent (100%) of such other disability income.

Other disability income shall include but is not limited to:

- (a) any amount payable under any *Workers' Compensation Act* or law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (c) any amount of disability income provided by an compulsory act or law; and

- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which 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 (2) 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 (1) person from the Employer and one (1) person from the Health and Benefit Plan shall meet with two (2) representatives of the Union. The Parties will work together to improve the claims adjudication process.

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

Section 12 - Administration

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

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 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;
 - (2) presently participating in a superannuation plan under an Employer-specific Memorandum of Agreement and is eligible for early retirement pension benefits under that plan; and
 - (3) not eligible for the LTD Plan Rehabilitation Provisions;

shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that 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 applicable superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Appendix 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 Beacon Community Services and one (1) person from the Healthcare Benefit Trust shall meet with two (2) representatives of the Union of Unions. The Parties will work together to improve the early retirement incentive process.

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

Section 15 - Return-to-Work Programs

Preamble

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

Mutual Commitment

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

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

Consultation

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

Confidentiality

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

Types of Initiatives

Return-to-work programs may consist of one (1) or more of the following:

- (a) *Modified Return to Work*: Not performing the full scope of duties.
- (b) *Graduated Return to Work*: Not working regular number of hours.
- (c) *Rehabilitation*: Special rehabilitation programs.
- (d) *Ergonomic Adjustments*: Modifications to the workplace.

Re-orientation to the Workplace

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

Pay and Benefits

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

Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the Agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 24.

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

- (a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:

Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and superannuation payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.

- (b) *Employees in receipt of LTD benefits*:

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term

Disability Insurance Plan premiums may continue to be waived as outlined in the Appendix - Long-Term Disability Insurance Plan.

No Adverse Effect on Benefits

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

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

APPENDIX 4**Classification of New Jobs and Changes to Existing Jobs or Positions**

- 4.1** Where the Employer makes a material change to an existing job it shall revise the job description. The completed job description shall be forwarded to the Union within twenty (20) calendar days.
- 4.2** Where the Employer establishes a new job it shall write a new job description. The completed job description shall be forwarded to the Union within twenty (20) calendar days.
- 4.3** Within sixty (60) calendar days of receipt of a notice in accordance with Appendix 4.1 or 4.2 the Union shall notify the Employer in writing if it objects to the job description and/or classification grid.
- 4.4** Where the Union objects, it shall provide specific details of the objection, and the resolution sought.
- 4.5** Where the Union does not object, in writing, in accordance with Appendix 4.3 the job description and classification shall be deemed to be established.
- 4.6** Within sixty (60) calendar days of the receipt of an objection under Appendix 4.3 the Employer shall review the objection and notify the Union and the Employer of its determination in writing.
- 4.7** If the Employer's written determination is not acceptable or not provided within the time limit, the Union may, within a further period of thirty (30) calendar days, notify the Employer of the intent to refer the dispute to a Classification Referee for a final and binding decision in accordance with Appendix 5. Notification shall include a written submission outlining the basis of the objection and the resolution sought.
- 4.8** Within sixty (60) calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the Employer, and the Union shall attempt to resolve the dispute.
- 4.9** If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The Employer and the Union shall, within thirty (30) calendar days, submit an Agreed Statement of Facts to the Classification Referee outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Referee and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.

APPENDIX 5**Classification Dispute Resolution Process**

5.1 The Classification Referee(s), x, y, and z, shall be mutually agreed to by the Employer and the Union. In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment(s). By mutual agreement between the parties another Classification Referee may be named.

5.2 The parties shall meet every month, or as often as required, to review outstanding objections referred in accordance with Appendix 4.9 to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

5.3 The Employer and the Union shall attempt to mutually agree to use an expedited arbitration process to resolve classification disputes. If the parties are unable to mutually agree to submit an outstanding classification review request to expedited arbitration the matter shall be resolved using full arbitration.

5.4 The expedited arbitration process shall be governed by the following principles:

- (a) The location of the hearing shall be agreed to by the parties.
- (b) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- (c) The parties shall utilize staff representatives of the Union and the Employer to present cases, and shall not utilize outside legal counsel.
- (d) The parties agree to make limited use of authorities during their presentations.
- (e) The decision of the Classification Referee shall be final and binding on both parties.
- (f) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.

5.5 Within sixty (60) calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Referee shall make every effort to hear either the full or the expedited arbitration and render a final and binding decision in writing.

5.6 The decision of the Classification Referee shall be based upon the same criteria applicable to the parties themselves. The decision of the Classification Referee shall be limited to a direction that:

- (a) the position be assigned to another existing job description;
- (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the position;
- (c) except as outlined in Appendix 5.6 (d) of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Referee shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;
- (d) where the Classification Referee concludes that a position does not conform to an existing benchmark, the Classification Referee shall notify the Employer and the Union of his/her decision. The Employer and the Union shall endeavour to establish an appropriate benchmark for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) calendar days to the Classification Referee as to the appropriate benchmark to be established. The Classification Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Classification Referee shall be binding on the parties. The Classification Referee shall also establish an

appropriate Classification Grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Referee shall not have the jurisdiction to establish new wage rates or classification grids (See Note 1).

5.7 Arbitration hearings called by the Classification Referee shall have the same status as an Arbitration pursuant to Article 9 of the Collective Agreement.

5.8 The fees and expenses of the Classification Referee for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

INFORMATION APPENDIX 1**Summary of HBT Trust Coverage****Dental Plan - Article 24.2 - Effective April 1, 2000****Preamble**

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan are subject to the Collective Agreement, the Pacific Blue Cross Dental Plan, and the Healthcare Benefit Trust's Plan Document.

Amount of Benefit

This dental benefit will reimburse the dentist for the following:

100% Services (Part "A")

60% of Major Reconstruction Services (Part "B")

60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per person of Basic

Eligible Expenses

This dental benefit covers those services which are routinely provided to dependents in offices of general practicing dentists in BC.

The amounts paid for such services are set out in the Pacific Blue Cross Fee Schedule. When performed by a specialist (on referral by a general practicing dentist), the fee paid is the amount paid to a general practicing dentist plus 10%.

Eligible expenses under this dental benefit are as follows:

PART "A" - BASIC SERVICES

Part A covers those services required to maintain teeth in good order and to restore teeth to good order.

The Plan will pay 100% of:

Diagnostic Services

Procedures to determine the dental treatment required, including the following:

- (a) Examinations and consultations;
- (b) Two (2) standard examinations per calendar year;
- (c) One (1) complete examination in any three (3) year period, provided that no other examination has been paid by this Plan on the employees behalf in the preceding six (6) months;
- (d) X-rays, up to the maximum established by Pacific Blue Cross for the calendar year;
- (e) Full mouth x-rays once in any three (3) year period.

Endodontic Services

- Root canals

Major Restorative Services

Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by Pacific Blue Cross is recommended. If gold is used whether another material can be used, the employee will be responsible for additional costs.

Periodontic Services

Procedures for the treatment of gums and bones surrounding and supporting the teeth, but not including tissue grafts.

Preventive Services

Procedures to prevent oral disease, including the following:

- (a) Cleaning and polishing of teeth (prophylaxis) twice in any calendar year.
- (b) Fluoride application twice in any calendar year.
- (c) Space maintainers intended to maintain space but not to give more space.
- (d) Sealants (pits and fissures); limited to once per tooth within a two (2) year period.

Repairs to Bridges and Dentures (Prosthetics)

Procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two (2) year period. Costs of temporary dentures are not eligible for payment.

Restorative Services

Procedures for filling teeth, including stainless steel crowns.

If the employee chooses to have white fillings in back teeth, he/she will be responsible for any additional costs.

Surgical Services

Procedures to extract teeth as well as other surgical procedures performed by a dentist.

PART "B" - MAJOR RECONSTRUCTION

Part B covers those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five (5) year period.

The Plan will pay 60% of:

Crowns

Rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized for use on back teeth. Pre-approval by Pacific Blue Cross is recommended.

Dentures (Removable Prosthetics)

The artificial replacement of missing teeth with dentures: full upper and lower dentures or partial dentures of basic, standard design and materials. Full dentures may be obtained from either a dentist or licensed dental mechanic. Partial dentures may only be obtained from a dentist.

Crowns and Bridges (Fixed Prosthetics)

The artificial replacement of missing teeth with a crown or bridge.

PART "C" - ORTHODONTICS

Part C covers those services required to straighten abnormally arranged teeth. Pre-approval by Pacific Blue Cross is necessary.

The Plan will pay 60% of:

Braces

Up to a lifetime maximum of \$2,750 per person. Costs of lost or stolen braces are not eligible for payment.

To be eligible for orthodontic services, the employee must have been enrolled in this dental benefit for twelve (12) months.

EXCLUSIONS

The dental plan benefit does not cover the following:

- (a) Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
- (b) Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
- (c) Services required as a result of an accident for which a third Party is responsible.
- (d) Charges for completing forms.
- (e) Implant for dentures or bridgework.
- (f) Fees in excess of the Pacific Blue Cross Dental Fee Schedule, or fees for services which are not set out in the Dental Fee Schedule.
- (g) Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
- (h) Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
- (i) Charges for unkept appointments.
- (j) Charges necessitated as a result of a change of dentist, except in special circumstances.
- (k) Room charges.
- (l) Expenses incurred prior to eligibility date or following termination of coverage.
- (m) Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

If the employee is eligible for coverage under more than one (1) dental plan, Pacific Blue Cross will coordinate the benefits so that total payments received will not exceed the expenses actually incurred.

INFORMATION APPENDIX 2
Summary of HBT Trust Coverage

Extended Health Benefit - Article 24.3 - Effective April 1, 1999

Preamble

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan are subject to the Collective Agreement, the Pacific Blue Cross Extended Health Contract, and the Healthcare Benefit Trust's Plan Document.

Amount of Benefit

There is a \$25 calendar year deductible for this benefit per person or family. Receipts exceeding \$25 in a calendar year will be reimbursed as follows:

- 80% of eligible expenses under \$1,000 in a calendar year;
- 100% of eligible expenses over \$1,000 in a calendar year;
- 100% of eligible out-of-province/out-of-country emergency expenses.

The maximum lifetime amount payable per person is unlimited.

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

Eligible Expenses

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

Out-of-Province/Out-of-country Emergencies - In the event of an emergency while travelling outside of BC/outside of Canada, the Extended Health benefit covers:

- (a) Reasonable charges for physician's services, less any amounts paid or payable by BC Medical Services Plan.
- (b) Hospital room charges, less any amounts paid or payable by BC Hospital Programs. This benefit included charges for private or semi-private rooms (if actually occupied and if a ward room is not available, or if required by a physician) and short stays as well as hospital co-coverage, but not including rental of TV, telephone, etc.

Note: Emergencies and non-emergency referrals to other provinces (except Quebec) are covered by the BC Medical Services Plan as if the expenses had been incurred in BC.

Acupuncturist - Fees of an approved licensed acupuncturist up to \$100* per person per year when services are obtained in BC.

Ambulance - Cost of an ambulance in an emergency from the place where the sickness or injury occurs to the nearest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat or airplane - or air-ambulance in an acute emergency). This benefit also covers the round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary.

Chiropractor - Fees of a chiropractor up to \$200* per person per year, but not including the cost of x-rays taken by a chiropractor.

Dentist - Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one (1) year of the date of the accident. Orthodontic services are not covered under

this Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Pacific Blue Cross Dental Fee Schedule.

Diabetic Supplies - Testing equipment, including glucose meters for management of diabetes.

Employment Medicals - Charges of a physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer.

Hearing Aids - Cost of purchasing hearing aids when prescribed by a certified Ear, Nose and Throat specialist. The maximum of \$600* per person in each 48 month period. This benefit includes repairs, but does not include payment for maintenance, batteries, re-charging devices or other such accessories.

Hospital Room Charges - Charges for occupying a private or semi-private room in a BC acute care hospital, but not including rental of TV, telephone, etc.

Naturopathic Physician - Fees of a naturopathic physician up to \$200* per person per year, but not including the costs of x-rays by a naturopathic physician.

Orthopaedic Shoes - Defined as "shoes which are not available for general purchase and which are intended to modify, or correct, a disability". One (1) pair per person, with replacements covered only when required due to normal wear. Must be prescribed by a physician or podiatrist.

Paramedical Items and Prosthetic Devices - Oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces, ostomy and ileostomy supplies.

Physiotherapists and Massage Practitioners - Fees of a member of the Association of Physiotherapists and Massage Practitioners of BC.

Podiatrist - Fees of a registered podiatrist up to \$200* per person per year, but not including the costs of x-rays taken by a podiatrist.

Prescription Drugs - Cost of prescription drugs purchased from a licensed pharmacy. This benefit does not include drugs for contraceptive purposes, vitamin injections, food supplements, drugs which can be brought without a prescription, or drugs which have not been authorized for payment by the Director of the Pharmacare program.

Registered Nurse - Fees of a Registered Nurse (who is not related to the employee) for special duty nursing in acute cases where the service is recommended by a physician. If the service is performed in a hospital, this benefit does not cover the fees of a Registered Nurse who is employed by the hospital.

Rental of Medical Equipment - Rental costs, unless purchase is more economical, of durable medical equipment including hospital beds. Wheelchairs or scooters are eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair.

Speech Therapist - Fees of a speech therapist when referred by a physician, up to \$100* per person per year.

Surgical Stockings and Brassieres - Two (2) pairs of stockings per person per year; one (1) brassiere per person per year when required as a result of treatment for injury or illness.

Vision Care - \$225* every 24 months.

Wigs or Hairpieces - Cost of wigs or hairpieces when required as a result of medical treatment or injury, up to a lifetime maximum of \$500* per person.

**The employee will be reimbursed 80% of this maximum (after the \$25 deductible has been satisfied for the calendar year)*

EXCLUSIONS

The Extended Health benefit does not cover the following:

- (a) Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
- (b) Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.
- (c) Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.
- (d) Charges for dental services except as described in Eligible Expense for Dentist.
- (e) Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
- (f) Charges of a registered psychologist.
- (g) Charges for services and supplies of an elective (cosmetic) nature.
- (h) Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
- (i) Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
- (j) Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
- (k) Charges of an osteopath.
- (l) Charges for preventative vaccines.
- (m) Charges for batteries and re-charging devices.
- (n) Expenses relating to the repatriation of a deceased employee and/or dependent.
- (o) Expenses incurred by a pregnant person while travelling outside of Canada within twenty one (21) days of expected delivery date.

MEMORANDUM OF AGREEMENT #1**Re: New Certifications**

1. Except as set out below, all employees in the bargaining unit covered by certifications in place as of March 31, 2001 will receive full and complete application of all the provisions of the Collective Agreement effective from April 1, 2002.

2. Except as set out below, with respect to bargaining units certified after March 31, 2001, the employees affected will receive full and complete application of all the provisions of the Collective Agreement effective April 1, 2002 or from six (6) months after the date of each certification, whichever is later. Any bargaining units certified after October 1, 2003 will only be covered by this provision with the mutual agreement of the Employer and the Union.

3. The total cumulative end rate cost for levelling/standardizing certifications occurring during the period March 31, 2001 to September 30, 2002 (payable during the 2002/03 fiscal year) shall be limited to \$1,000,000.

The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, 2002 to September 30, 2003 (payable during the 2003/04 fiscal year) shall be limited to \$1,000,000.

Any unused end rate amounts remaining in the 2002/03 Fund shall be carried over for use in the 2003/04 fiscal year.

4. Newly certified employees will be paid at the applicable benchmark rate of pay at the time that they are standardized/levelled to the Collective Agreement.

5. There shall be no superior benefits maintained by any employee who is standardized/levelled to the Provincial Collective Agreement by virtue of the application of the foregoing provisions.

6. The Employer and the Union shall meet within three (3) months of the ratification of the Collective Agreement to discuss the development of a template agreement for the application of the non-monetary provisions of the Collective Agreement to new certifications. In the event the parties are unable to agree on a template agreement, the issue shall be referred to Stephen Kelleher who shall act as an expedited arbitrator to finalize the template agreement.

MEMORANDUM OF AGREEMENT #2

Re: Service Reductions

Whereas the Parties acknowledge the objective of promoting, insofar as they are able, stability of employment for employees; and

Whereas the Parties also recognize the unique operational circumstances affecting Employers which have contracts with HRDC and Provincial Government with Ministries;

The Parties agree to the following:

1. Where an Employer receives notice of a decision on the part of a HRDC or Ministry of the Provincial Government or any material change which has the potential to result in a substantial change to the current work duties or the number of hours of work currently done by employees, the Employer will meet to discuss such developments with the Union.
2. The terms of reference for such discussions shall be as set out in Article 13.1(b) of the Collective Agreement - Enhanced Consultation.
3. The Parties shall define the impact of the decision on the employees in the bargaining unit and shall consider options to mitigate such impact. Where appropriate, the Parties shall jointly approach the funder for assistance or accommodation in addressing identified concerns, including the question of applicability of displacement notice under Article 13 of the Collective Agreement to some or all affected employees.

MEMORANDUM OF AGREEMENT #3

Re: LTD Claimants Pre-April 1, 2000

The parties agree to establish a committee consisting of three (3) representatives each of the Employer and the Union to review the circumstances of LTD claimants who received benefits under the Community Subsector Agreement LTD Plan that was in effect prior to April 1, 2000. Should the parties agree to provide benefits to some or all of these claimants outside of the terms of that Plan, the funding for such benefits shall originate from and be limited by the funds available under the Memorandum of Agreement regarding Comparability and Standardization of Wage and Benefit Levels.

MEMORANDUM OF AGREEMENT #4
Re: Suspension of Drivers' Licences

The Parties agree to the following conditions as they relate to an employee's loss of a driver's licence.

Where an employee, who is required to hold a valid driver's licence as a condition of employment, has his/her driver's licence suspended for reasons that do not lead to disciplinary action by the Employer, the Employer shall make a reasonable effort to find alternate work for the employee.

When alternate work cannot be found, the employee will be granted, during his/her employment, a one time leave of absence without pay for a period of up to one (1) year immediately following the date on which his/her licence has been suspended.

Upon completion of the leave of absence and subject to the reinstatement of the employee's licence, the employee will be reinstated. Should the employee not return immediately following the approved leave of absence, the Employer shall have just and reasonable cause for dismissal.

MEMORANDUM OF AGREEMENT #5
Re: Employee Assistance Programs

Policy

PCS wishes to ensure that all personnel have the opportunity to access counselling services when needed. PCS will pay up to \$75.00 for each counselling session for up to six sessions per calendar year for each employee. This benefit is for employees only and does not apply to other family members.

Procedure

Employees will be reimbursed up to \$75.00 per session for up to six counselling sessions, for a total of \$450.00 per calendar year.

The employee must be attending sessions with a registered psychologist or counsellor.

Employees do not have to discuss this with their manager or receive pre-approval to access this funding.

Employees are required to take their receipts to Payroll for reimbursement.