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BC's Union for Professionals

**HEU/PEA-HESU CHAPTER
COLLECTIVE AGREEMENT**

April 1, 2018 – March 31, 2021

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MEMORANDUM OF AGREEMENT

between:

Hospital Employees' Union (HEU), a Trade Union, having its registered office and place of business in the City of Burnaby in the Province of British Columbia, hereinafter referred to as the "Employer".

PARTY OF THE FIRST PART

and:

PEA-HESU CHAPTER representing the staff of the HEU and Employees of the "Employer" who are affected by this Agreement and for whom it has certified as being the sole bargaining agency, hereinafter referred to as the "**PEA-HESU CHAPTER**".

PARTY OF THE SECOND PART

WHEREAS **PEA-HESU CHAPTER** is a Trade Union formed by and including certain Employees of the Employer;

AND WHEREAS the Parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the Employees of the Employer for whom **PEA-HESU Chapter** has been certified as bargaining agent;

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

ARTICLE 1 – RECOGNITION OF PEA-HESU CHAPTER

1.01 Sole Bargaining Agency

The Employer recognizes **PEA-HESU Chapter** as the sole bargaining agency on behalf of the Employees for whom **PEA-HESU Chapter** has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

1.02 Union Shop

It is agreed that all Employees shall maintain membership in **PEA-HESU Chapter** as a condition of employment. All new Employees hired shall become members of **PEA-HESU Chapter** on the first day of the month following the initial date of employment. Failure to maintain membership in **PEA-HESU Chapter** will constitute cause for dismissal.

1.03 Orientation

PEA-HESU Chapter shall be advised in writing of the names of new Employees prior to their start date. A **PEA-HESU Chapter** Executive member, or designate, shall be given an opportunity to meet with new Employees at the new Employee's location. Said meeting shall take place on Employer-paid time, not to exceed thirty (30) minutes, as close to the start date as possible.

1.04 Definition of Employee Status

It is agreed that Employees may be classified as:

(a) Regular full-time Employees:

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

(b) Regular part-time Employees:

A regular part-time Employee is one who works less than full-time on a regularly scheduled basis. Regular part-time Employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time Employees shall receive the same perquisites, on a proportionate basis as granted regular full-time Employees including the following: vacations, statutory holidays, sick leave, special leave and seniority.

Special leave credits shall be earned on a proportionate basis but shall be granted as to regular full-time Employees. The following benefits: medical, dental, extended health, long-term disability and group life insurance shall be granted in full, regardless of hours worked.

(c) Casual Employees:

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

1.05 Union Check-Off

The Employer agrees to the check-off of all **PEA-HESU Chapter** dues and these dues shall be remitted to the Union by the end of the month following their collection.

1.06 Shop Stewards

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

- (a) There shall be a Chief Shop Steward appointed by **PEA-HESU Chapter**. In addition, **PEA-HESU Chapter** may appoint four (4) shop stewards for the Provincial Office as well as one (1) shop steward for each office/site maintained by the Employer.
- (b) The Employer is to be kept advised of Shop Steward appointments.

1.07 No Discrimination

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

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee for reason of membership or activity in **PEA-HESU Chapter**.

The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any HEU member or person employed by the Employer engaging in sexual or other harassment in the workplace. (*Refer to Addendum II: Protocol Agreement; Complaints Investigation Procedure*).

The Employer will provide annual education to staff on human rights harassment.

This provision shall be administered in the spirit of the ***HEU Policy Designed to Protect Human Rights, Prevent Bullying and Encourage Mutual Respect*** per the draft dated September 25, 2000, revised **April 19, 2018**.

1.08 Representation

If an interview is or has become disciplinary in nature, the Employer shall advise the Employee of the nature of the discipline, and that they have the right to Union representation.

1.09 Bulletin Boards

Bulletin boards located in a conspicuous place of access to the Employees shall be supplied by the Employer for the use of **PEA-HESU Chapter** for the posting of Employer/Union business only.

1.10 Union Bug

The Union will provide HEU with a sample of **PEA-HESU Chapter** bug within sixty (60) calendar days of ratification. If HEU does not have any specific objection to the bug, then Employees who are members of **PEA-HESU Chapter** may put **PEA-HESU Chapter** bug on any document that they produce. Any dispute will be resolved through Expedited Arbitration.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Direction of Work Force

The management of the Employer, and the direction of the Employees, including the hiring, firing, promotion and demotion of Employees, is vested exclusively with the Employer, except as may be otherwise specifically provided in this Agreement.

PEA-HESU Chapter agrees that all Employees shall be governed by all rules as adopted by the Employer and published to Employees by general distribution, provided such rules are not in conflict with this Agreement.

2.02 Notice of New and Changed Positions

(a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and written notice shall be given to **PEA-HESU Chapter** prior to the position being filled, but will not affect the right of the Employer to make temporary appointments. Where **PEA-HESU Chapter** provides written notice of objection within sixty (60) calendar days of such notice, **PEA-HESU Chapter** and the Employer will discuss **PEA-HESU Chapter** concerns at the next scheduled Labour Management meeting. Unless written notice of objection thereto by **PEA-HESU Chapter** is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered as agreed to.

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

(b) Change in Duties

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

Where **PEA-HESU Chapter** provides written notice of objection within sixty (60) calendar days of such notice, **PEA-HESU Chapter** and the Employer will discuss **PEA-HESU Chapter's** concerns at the next scheduled Labour Management meeting.

If notice of objection is not received from **PEA-HESU Chapter** within sixty (60) calendar days after such notice; then the classification and wage rate shall be considered as agreed to.

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

(c) Wage Rate Protection

Any Employee whose position is reclassified to one with a lower wage rate through no fault of their own shall receive fifty per cent (50%) of the negotiated wage rate increase applicable to the Employee's new classification. Such Employee shall receive the full negotiated wage rate increase when the maximum wage rate of their classification equals or exceeds the wage rate which they are receiving.

2.03 Contracting Out

(a) It is not the intention of the HEU to replace its regular work force through the use of contracting out.

(b) The HEU will not use contractors:

(i) which directly results in the layoff or displacement of Employees, or

(ii) to do the work of Employees on layoff, or

(iii) to do the work of a displaced Employee who is working outside their regular job classification.

(c) The HEU will notify **PEA-HESU Chapter** of their intention to contract out work.

ARTICLE 3 – TECHNOLOGICAL, AUTOMATION, LAYOFF AND OTHER CHANGES

This Article will not interfere with the right of the Employer to introduce new methods of operation.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular Employees as possible from the loss of employment because of new measures, policies, practices or technological change.

3.01 Bumping

If a job is eliminated under this Article, Employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not affect a promotion and provided further that 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. This language will apply to layoff.

There will be one bump with each displacement. There shall not be secondary bumps.

A person is bumped, not an assignment.

There will be fifteen (15) work days to exercise a bump.

Transferring to another geographic location (region) will only be permitted if that is the only bumping option the Employee has.

Layoffs will occur in the following order:

- (1) Temporary staff will be laid off or sent back to their facility or work site.
- (2) Representatives/Trainees will be laid off in order of seniority.
- (3) All Employees will be laid off in order of seniority.
- (4) No temporary staff shall work while a qualified regular Employee is on layoff.

3.02 Notice of Displacement

If a job is eliminated under this Article, Employees affected will be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability. Reasonable expenses approved by the Employer for such retraining will be borne by the Employer.

This Article does not apply during layoff.

3.03 Displacement

The Employer agrees that, whenever possible, no Employee shall lose employment under this Article, and the Employer shall utilize normal turnover of staff to absorb such displaced Employees. However, when necessary to reduce staff, it will be done as outlined in Article 6.02 and 6.06.

3.04 Union Advised of Changes

PEA-HESU Chapter will be informed in writing of any change contemplated by the Employer, which will affect the terms of this Agreement.

3.05 Joint Committee

The Employer and **PEA-HESU Chapter** shall establish and maintain a Joint Committee for the purpose of discussing and making recommendations on matters of mutual interest.

Meetings of the Joint Committee shall be under the chairpersonship of a mutually agreed Chairperson.

Meetings of the Joint Committee shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

ARTICLE 4 – DISCUSSION OF DIFFERENCES

4.01 Committee on Labour Relations

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

4.02 PEA-HESU Chapter Committee

PEA-HESU Chapter shall appoint and maintain a committee comprising persons who are Employees of the Employer which shall be known as **PEA-HESU Chapter Committee**. **PEA-HESU Chapter** at all times shall keep the Employer informed of the individual membership of the Committee.

4.03 PEA-HESU Chapter /Management Meetings

PEA-HESU Chapter Committee shall, on a bi-monthly basis, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the Employee concerned, including possible renegotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Any general grievance with respect to the above may be initiated by **PEA-HESU Chapter** and shall be submitted at Step Two of the grievance procedure.

4.04 Committee Meetings

All meetings of the said Committee on Labour Relations with **PEA-HESU Chapter** Committee shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

4.05 Grievance Investigations

Where an Employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or a Union Committee member wishes to discuss that grievance with that Employee, the Employee and the Shop Steward or the Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose where the discussion takes place at the Employer's place of business.

No Shop Steward, Union Committee member, or Employee shall leave **their** work without obtaining the permission of an available supervisor.

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

4.06 Grievance Procedure

Preamble

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

- (i) Differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Collective Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (ii) The dismissal, discipline or suspension of an Employee bound by this agreement.

Where an Employee has a grievance, **their** grievance shall be settled as follows:

(a) Step One

The Employee, with or without a shop steward or Union Committee member (at the Employee's option) shall first discuss the grievance with the Employer's designee within ten (10) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute and shall disclose the reasons for their respective positions. If the grievance is not settled at this step, then;

(b) Step Two

The grievance shall be reduced to writing by:

1. recording the grievance in writing, setting out the nature of the grievance;
2. stating the Article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
3. the grievance shall be signed by the Employee and the Union Committee member;
4. within ten (10) calendar days of receipt of the written grievance, the Employer's designate shall give **their** written reply.
5. formal discussion at this stage shall take place during working hours, at a time and place mutually agreed to by the Employer's designate and the Union Committee member. Failing a satisfactory settlement at this stage, then:

Any general grievance with respect to the above may be initiated by **PEA-HESU Chapter** and shall be submitted at Step Two of the grievance procedure.

(c) Step Three

The Union Committee and the Committee on Labour Relations shall meet and, at this step of the grievance procedure, each party shall provide to the other a statement of facts and all relevant documents. If the grievance is not settled at this step, the parties may access the resolution mechanisms provided by the Collective Agreement.

- i. Employees dismissed or suspended for alleged cause shall have the right within ten (10) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure. In the application of this clause, consideration shall be given to the composition and geographical dispersion of the Committee on Labour Relations.

Employees dismissed for cause shall have the right, within seven (7) work days after dismissal, to follow the established grievance procedure.

4.07 Conduct of Grievance Procedure

(a) Arbitration Board Hearings

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

(b) **Employee Called as a Witness**

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

(c) **Introduction of Evidence**

The parties agree to disclose all facts and exchange all documents relating to disciplinary action at Step Three of the grievance procedure. The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing or within a reasonable period thereafter.

(d) **Notice of Disciplinary Action Destroyed**

Notice of disciplinary action which may have been placed on the personnel file of an Employee shall be destroyed after twelve (12) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

(e) **Picket Lines**

Employees shall have the right to respect a legal picket line. Refusal to cross a legally established picket line shall not constitute "cause" for dismissal.

4.08 Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an Employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrational, during the term of the Collective Agreement, Irene Holden, Chris Sullivan, Mark Atkinson, Mark Brown, Rick Coleman, **Debbie Cameron** 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) calendar days of the date of receipt of the request, and for those five (5) calendar days from that date, time does not run in respect to the grievance procedure.

*Note 1: Parties agree to evaluate the effectiveness of the new additions to the troubleshooter list and discuss the appropriateness of their continued listing.

4.09 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to this contract, it is found that an Employee has been unjustly laid off, suspended or discharged, that Employee shall be reinstated by the Employer without loss of pay, with all **their** rights, benefits and privileges which **they** would have enjoyed if the layoff, suspension or discharge had not taken place.

4.10 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) working days;
4. policy grievances;
5. grievances requiring substantial interpretation of a provision of the Collective Agreement;
6. grievances requiring presentation of extrinsic evidence;
7. grievances where a party intends to raise a preliminary objection;
8. demotions, and
9. grievances arising from a duty to accommodate.

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

- (b) The parties shall mutually agree upon an arbitrator who shall be appointed to hear the grievance or group of grievances. Where the parties do not agree upon an arbitrator, the arbitrator will be chosen on a rotating basis from the list.
- (c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (d) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (f) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (g) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

- (h) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- (i) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (j) The expedited arbitrators, who shall act as sole arbitrators shall be Irene Holden, Chris Sullivan, Mark Atkinson, Mark Brown, Rick Coleman, **Corinn Bell**, or a substitute mutually agreed to by the parties.
- (k) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.
- (l) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (m) Any suspension for alleged cause that is not dealt with under this section shall be referred immediately to Article 5 for resolution.

4.11 Personnel Files

An Employee, or a designated representative of the Union, with the written authority of the Employee, shall be entitled to review the Employee's personnel file, in order to facilitate the investigation of a grievance or an Employee may review **their** file for personal reference.

The Employee or **PEA-HESU Chapter** shall give the Employer three (3) calendar days' notice prior to examining the file.

The Employer shall provide a copy of the file to the Employee within seven (7) calendar days.

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 under this Agreement.

ARTICLE 5 – ARBITRATION

5.01 Composition of Board

If the two Parties are unable to resolve any difference, grievance, or dispute whatsoever, arising between the Employer and **PEA-HESU Chapter**, such difference, grievance, or dispute, etc., including any question as to whether any matter is arbitratable, but excluding renegotiation of the Agreement, shall at the insistence of either Party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members, or a sole arbitrator, by mutual agreement.

Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of the Province of British Columbia. One member is to be appointed by the Employer, one by **PEA-HESU Chapter**, and the third, who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either Party has given notice to the other requiring that such appointment be made, the parties must agree to accept one of the arbitrators listed below, and failing such agreement, by automatic appointment on a rotating basis from the following list of arbitrators:

1. Irene Holden
2. Chris Sullivan
3. Mark Atkinson
4. Mark Brown
5. Rick Coleman
6. **Corinn Bell**

The decision of the said Arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, **PEA-HESU Chapter**, and the Employees concerned.

5.02 Reinstatement of Employees

If the Arbitration Board finds that an Employee has been unjustly laid off, suspended or discharged, that Employee shall be reinstated by the Employer and the Board may order that this reinstatement be without loss of pay, and with all **their** rights, benefits and privileges which **they** would have enjoyed if the layoff, suspension or discharge had not taken place.

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

5.03 Authority of Arbitration Board

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

5.04 Expenses of Arbitration Board

Each Party shall bear the expenses of the Arbitrator appointed by such Party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board.

ARTICLE 6 – SENIORITY

6.01 Calculation of Seniority, Probationary Period and Portable Benefits

(a) Regular Employees:

Probationary Period

Seniority shall be established on the following basis:

Employees, including Research Analysts and Job Analysts but excluding Staff Representatives, shall serve a three (3) calendar month probationary period.

Staff Representatives shall serve a six (6) calendar month probationary period.

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

During the appropriate three (3) or six (6) calendar month probationary period, an Employee may be terminated for just and reasonable cause. If an Employee is retained beyond the Probationary Period, then for the purpose of determining prerequisites and seniority, the initial date of employment shall be considered the anniversary date of the Employee.

(b) Casual Employees:

Prior to the completion of the probationary period, casual Employees will accumulate seniority for the purposes of casual call-in.

When a casual Employee posts into a permanent position their anniversary date will be adjusted based on hours worked to reflect a calendar anniversary date.

When an anniversary date is adjusted, it will be used to determine the effective date for benefit(s) accruals.

(c) Portable Benefits:

Previous membership in the HEU will not eliminate or reduce the Probationary period stipulated in subsection (a) above.

Upon completion of their Probationary Period, however, such Employees shall be credited with previous service as follows:

- (i) Vacation entitlement earned during previous employment shall be credited to the Employee to a maximum of nine (9) years of continuous service and granted in accordance with Article 10.07 – VACATIONS.

(ii) Sick Leave

All Employees will have a minimum of seventy-two (72) hours of sick leave credits when they post into their first permanent position.

6.02 Promotion, Demotion, Transfer, Release

In the release, demotion, transfer or promotion of Employees, efficiency and required qualifications shall be the primary consideration. However, where two (2) or more Employees have indicated their interest in the same promotion or transfer, then the Employee with the most seniority shall be given the promotion or transfer, provided **they have** the ability to perform the job.

The promotion, transfer, demotion or release of Directors and Team Leaders shall be based on efficiency and qualifications (including initiative), and where such requirements are considered equal, seniority shall be the defining factor.

It is understood that a request made by the Employer or an Employee for any promotion or transfer resulting in a geographical move shall not be unreasonably denied.

6.03 Qualifying Period

If a regular Employee is promoted or transferred to a job, the classification for which **PEA-HESU Chapter** is the certified bargaining authority then the promoted or transferred Employee shall be considered a qualifying Employee in **their** new job for a period of three (3) calendar months.

In no instance during the qualifying period shall such an Employee lose seniority or perquisites. However, if a regular Employee has been promoted or transferred and during the aforementioned three (3) calendar month period is found unsatisfactory in the new position, then the promoted or transferred Employee shall be returned to **their** former job and increment step before the promotion or transfer took place, without loss of seniority and any other Employee hired, promoted or transferred because of the rearrangement of jobs, shall be returned to **their** former job and pay rate without loss of seniority and accrued perquisites.

Employees requesting to be relieved of a promotion or transfer during the qualifying period in the new job shall return to their former job classification without loss of seniority or perquisites on the same basis outlined in Paragraph 2 of this Section.

6.04 Promotions

A regular Employee promoted to a higher-rated job will receive in the new job the next increment rate which is immediately above **their** present pay rate.

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

However, should the promotion at any time result in a lesser rate of pay than the Employee would have received if the promotion had not occurred, then the Employee will retain the increment anniversary date of **their** prior job.

6.05 Transfers

A regular Employee transferred to a job with the same pay rate structure as **their** former job will retain **their** former anniversary date.

A regular Employee requesting a transfer to a job with the same pay rate structure as **their** former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and anniversary date of **their** prior job.

A regular Employee requesting a transfer to a job with the same pay rate structure as **their** former job who does not have prior experience or ability to qualify as above shall complete a three (3) calendar month qualifying period.

6.06 Reduction in the Work Force

- (a) In the event of a reduction in the work force, the Union and the Employer will meet to discuss voluntary options such as, but not limited to, early retirement and job sharing.

During the layoff notice period, Employees may utilize up to ten (10) hours per week to pursue other employment opportunities and may use the Employer's equipment for any preparation for the same. Any additional time needed may be discussed with the Employee's supervisor.

- (b) Laid-off Employees with more than one (1) year's seniority shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one (1) year and will be rehired on the basis of "last off-first on" if the Employee possesses the capability of performing the duties of the vacant job. Laid-off Employees failing to report for work of an ongoing nature within seven (7) calendar days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) calendar day provision.

- (c) Notice of Layoff

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

- 1) less than two (2) years' seniority – 31 calendar days;
- 2) two (2) or more years' seniority but less than three (3) years' seniority – two (2) calendar months;
- 3) three (3) or more years' seniority but less than four (4) years' seniority – three (3) calendar months;

- 4) four (4) or more years' seniority but less than five (5) years' seniority – four (4) calendar months; or
 - 5) five (5) or more years' seniority – six (6) calendar months.
- (d) Where operational requirements, arising from a strike, demand the temporary layoff of staff, the above notice of layoff shall not apply.

6.07 Re-Employment

Should any Employee, terminated by the Employer, or who voluntarily leaves the Employer's service, be re-employed for a job **they** formerly held, **they** will be required to serve three (3) months' probation provided that the period between termination and re-employment has been less than one (1) year or for the period of the unexpired term of the Collective Agreement between the HEU and **PEA-HESU Chapter**, whichever period of time is the greater. Portable benefits and perquisites, as outlined in Article 6.01 (c) earned during the previous term of employment will be reinstated; however, the Employee's seniority date will be the date of re-employment.

6.08 Supervisory or Military Service

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

6.09 Seniority Dates and Hours

Upon request, the Employer agrees to make available to **PEA-HESU Chapter** the seniority dates and hours of any Employees covered by this Agreement. Such seniority dates and hours shall be subject to correction for error on proper representation by **PEA-HESU Chapter**.

6.10 Job Descriptions

The Employer agrees to draw up Job Descriptions for all jobs and classifications for which **PEA-HESU Chapter** is the certified bargaining agent.

Said Job Descriptions will be presented in writing to **PEA-HESU Chapter** and shall become the recognized Job Descriptions unless written notice of objection thereto, set out in specific detail, is given by **PEA-HESU Chapter** within sixty (60) calendar days.

6.11 Job Postings and Applications

- (a) In the change of the assignment of duties, the Employer agrees that 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 the Employer further agrees to take into consideration those Employees who have indicated their wish to change an assignment in writing.

- (b) **Within 21 days of a vacancy occurring or if** a new job is created for which **PEA-HESU Chapter** personnel might reasonably be expected to be recruited, such vacancy or job, provided it has a duration of sixty (60) calendar days or more, shall, before being filled, be posted for a minimum of ten (10) calendar days in a manner which gives all Employees access to such information, including the salary range and a summary of the Job Description as per C. Sullivan decision May 24, 2006.
- (c) The Employer will 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 or **PEA-HESU Chapter** 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 occur during their absence.
- (d) Wherever practicable, qualified Employees who have indicated their desire to relieve in short-term, un-posted promotional positions shall be given the opportunity in accordance with the provisions of Article 6.02. If the application of this provision in this paragraph requires the Employer to pay overtime to any Employee, the proposed move will be considered impracticable.
- (e) It is further agreed that Employees who are not regularly scheduled shall be given consideration in filling vacancies or new jobs, provided that they have the required qualifications for the job before any new Employees are taken on staff.
- (f) This will in no way restrict the Employer from making temporary appointments pending the posting and consideration of **PEA-HESU Chapter** personnel.
- (g) Once the Employer has filled a vacancy, a copy of the posting bearing the successful applicant's name shall be posted within five (5) calendar days of the filling of the posting for a minimum of ten (10) calendar days at all Provincial and Regional Offices.

The unsuccessful applicant(s) to a job posting will be notified of the decision verbally or in writing prior to the official announcement of the successful applicant. Mailing constitutes notice.
- (h) In the event there is no qualified applicant for a posted position, the Employer may request that an Employee fill the position.
- (i) The Employer shall immediately forward a copy of all job postings and a copy bearing the name of the successful applicant for all job postings to **PEA-HESU Chapter** Secretary.
- (j) The Employer will notify the Union of their intention to not fill a vacancy **within 21 days of the vacancy arising.**
- (k) **The timelines in this article may be altered with mutual agreement between the parties.**

6.12 Relieving in Higher and Lower-Rated Positions

In the event of an Employee relieving in a higher-rated job, the Employee shall receive the corresponding increment rate of the new position, or a minimum increase of twenty dollars (\$20) per month proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period.

Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

In cases where an Employee is required to transfer temporarily to a lower position classification, such Employee shall incur no reduction in wages because of such transfer.

Employees temporarily assigned to the duties of excluded personnel outside the contract will receive a minimum of ten per cent (10%) more than the highest rate for **their** classification if so employed for one (1) or more work days, retroactive to the start of the relief period, providing such adjustments do not exceed the rate of the excluded personnel.

6.13 Unusual Job Requirements of Short Duration

The nature of the Employer's business is such at times it is necessary for an Employee to perform work not normally required in **the Employee's** job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an Employee will not be expected to perform a task for which **they are** not adequately trained.

6.14 Orientation for New Staff

The Employer will provide an orientation that will include a review of administrative responsibilities and process, familiarization of the operations of the organization and technical setup and support.

ARTICLE 7 – Education Leave

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

7.01 Paid Education Leave

- (a) Paid education leave will only be utilized to attend relevant courses which are necessary in skills upgrading and/or training in order to enhance an Employee's knowledge and abilities in **their** current position.
- (b) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Applications will not be unreasonably denied.

- (c) Paid education leave will not exceed three (3) work days (24 hours) per year and shall not accumulate from calendar year to calendar year.
- (d) If the Employer requires Employees to take courses for skills upgrading and/or training relative to the Employer's interest, the Employer will grant paid educational leave of absence. The reasonable expenses approved by the Employer will be borne by the Employer.

At the discretion of the Employer, extended educational leaves of absence without pay may also be granted upon application from the Employee.

- (e) The HEU agrees to pay into a special fund two thousand dollars (\$2,000) per year for the purpose of providing paid education leave. Such leave shall be for upgrading the Employee skills in all aspects of Trade Union functions. Payments shall be made on a yearly basis (no later than April 1 of each year), to **the PEA-HESU Chapter**.

The parties are committed to providing the highest quality servicing to the members of the HEU and to that end, the Employer agrees that it will discuss with **PEA-HESU Chapter** training programs to improve the quality of service.

The parties agree that training is integral to the success of probationary Employees and to enable post-probationary Employees to keep their skills current.

The Coordinator of Servicing and Special Projects (with responsibility for staff development) will meet with Department Heads, staff and **PEA-HESU Chapter** in the last three (3) months of each calendar year to identify training opportunities.

The parties agree that the final determination of what training will be provided will be made by the Employer.

7.02 Education and Training

- (a) The Employer agrees to meet with the **PEA-HESU Chapter** Committee once a year or as otherwise mutually agreed, to discuss bargaining unit education needs.
- (b) The Employer will consider training and education relevant to positions other than the one currently occupied by the Employee.

ARTICLE 8 – LEAVE OF ABSENCE (PAID/UNPAID)

8.01 Compassionate Leave

Compassionate leave of absence of three (3) work days (24 hours) with pay shall be granted to Employees upon application to the Employer in the event of death of a member of the

Employee's immediate family. This will include parent (or alternatively, step-parent or foster-parent), spouse or common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the Employee's household or with whom the Employee permanently resides.

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

Compassionate leave of absence with pay will not apply when an Employee is on an unpaid leave of absence.

8.02 Jury Duty

An Employee who is subpoenaed by the Crown for Jury Duty or as a witness for the Crown or the defense (not being **themselves** a party to the proceeding) shall continue to receive **their** regular pay and benefits. The Employee shall turn over to the Employer any monies **they** receive from the court on the days **they are** normally scheduled to work providing this does not exceed **the employee's** regular pay rate.

The Employee shall not be required to turn over allowances received for traveling and meals.

8.03 Special Leave

An Employee shall earn special leave credits with pay up to a maximum of twenty-five (25) work days (180 hours) at the rate of one-half (1/2) day (3.6 hours) every four weeks worked. This calculation is based on working the 72-hour, nine-day fortnight schedule.

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

Special leave credits may be used for the following purposes:

- (a) Marriage or equivalent commitment ceremony leave – five (5) work days (40 hours).
- (b) Doctor's visits during pregnancy – one-half (1/2) work day (four [4] hours) per month during pregnancy.
- (c) **Parental Leave (non-birthing parent)** – one (1) work day (eight [8] hours).
- (d) Serious household or domestic emergency including illness in the immediate family of an Employee – up to two (2) work days (sixteen [16] hours) at one time.
- (e) Leave for one (1) work day (eight [8] hours) may be added to three (3) work days' (twenty-four [24] hours) compassionate leave.
- (f) Leave of three (3) work days (twenty-four [24] hours) may be taken for travel associated with compassionate leave.

(g) Adoption Leave – one (1) work day (eight [8] hours).

If a regular full-time or regular part-time Employee has not earned sufficient special leave credits, **they** may request leave of absence without pay.

8.04 Inclement Weather

Where Employees are unable to report to work because of inclement weather, where public transportation ceases to operate, such Employees shall not suffer any loss of salary or benefits.

8.05 Unpaid Leave

Requests by regular Employees for unpaid leaves of absence shall be made in writing to the Secretary-Business Manager or **their** designated Representative and may be granted at the Employer's discretion. The Employee shall give at least seven (7) calendar days' notice to minimize disruption of staff. The Employer will make every effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

8.06 Unpaid Leave – After Three Years

For every three (3) years' continuous service, an Employee may request, in writing, an extended unpaid leave of absence giving the longest possible advance notice. Every effort will be made wherever practicable to comply with such requests. Notices granting such leaves shall be in writing.

8.07 Unpaid Leave Affecting Benefits

Any Employee granted unpaid leave(s) of absence totaling up to twenty (20) work days (144 hours) in any year shall continue to accumulate seniority and all benefits and shall return to **their** former job.

Unless otherwise mutually agreed, if unpaid leave(s) of absence exceed twenty (20) working days (144 hours) in any year, the Employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

8.08 Unpaid Leave – Union Business

Unpaid leaves of absence shall be granted to designated **PEA-HESU Chapter** members to transact **PEA-HESU Chapter** business, including negotiations, unless this would unduly interrupt the Employer's work, provided however that these designated members shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. **PEA-HESU Chapter** shall give reasonable notice to minimize disruption of staff.

The Employer shall retain Employees on unpaid leave of absence for Union Business on the Employer's payroll and where such Employees are retained, **PEA-HESU Chapter** shall reimburse the Employer for the wages and benefits involved.

8.09 Leave for Public Office

Employees will be granted unpaid leave of absence to enable them to run for elected Public Office, and if elected, to serve their term(s) of office.

Every effort will be made to comply with such requests, providing that replacements to ensure proper operation of the Union can be found.

8.10 Deferred Income Plan

The parties agree to put into place a plan for all Employees that will provide Employees the option of deferring a portion of their income for a continuous three (3) year period and in the fourth (4th) year to take **one (1) year or** six (6) continuous months off, or three (3) consecutive months for the purpose of education. The terms of the Plan are set out as follows:

The parties agree as follows:

- (a) This Plan applies to regular Employees in the Provincial and Regional Offices.
- (b) The purpose of this language is to vary and clarify certain terms of the Collective Agreement in order to introduce the Deferred Income Plan:
 - 1. No Employee will receive benefits superior to those negotiated in the Collective Agreement for **their** category and status because of the enrollment into the Deferred Income Plan;
 - 2. All health and other benefits including, but not limited to: sick leave, vacation leave, clothing allowance, telephone allowance, and transportation allowance shall be suspended for the period that the Employee is off work pursuant to this Plan;
 - 3. Employees shall have the option of maintaining their Medical, Dental, Extended Health and Long-Term Disability benefits for the period off work by reimbursing to the Employer the full cost of the premium of these benefits.
 - 4. Time off under this Plan shall be credited to the Employee's continuous service.
- (c) Employees wishing to enroll in the Deferred Income Plan will apply in writing a minimum of two (2) months before enrollment stating the percentage of their wages they wish to have deferred and the percentage they wish to have paid.
- (d) For three (3) years, the Employees who have been granted enrollment shall be paid a percentage of their wages set out above. At the end of three (3) years, eligible Employees shall be paid their entitlement of the monies in the Deferred Income Plan fund in three (3) or six (6) **or twelve (12)** equal installments.

- (e) While the Fund shall be at no cost to the Employer, the Employer agrees that the Plan can be administered and maintained in-house and the Employer will absorb the cost of its staff and overhead, but not bank charges or accounting fees, incurred in providing this service. In the event that the administration of the Plan is in dispute, the parties will hire a mutually agreed to outside consultant to maintain and administer the Plan and the cost of such consultant will be borne by the Plan.
- (f) The Fund shall be administered by a representative of **PEA-HESU Chapter** and a representative of the HEU.
- (g) No more than two (2) Provincial Office staff members and one (1) Regional Office staff member per Regional Office may enroll in the plan in any one calendar year or be off work in any one six-month period.
- (h) The interest earned by the monies in the Plan shall accrue to the Plan.
- (i) At the end of three years, Employees who choose not to take three (3) or six (6) months **or twelve (12) months** off work, shall be paid out their entitlement to the Fund in one lump sum.
- (j) The Plan shall be subject to approval from Canada Revenue Agency and the Municipal Pension Plan.
- (k) The parties shall have further discussion with a view to addressing additional concerns regarding the Plan, which may arise from time to time. Differences regarding the Plan shall be resolved by V. Ready in a process of Mediation/Arbitration.
- (l) Implementation of the Deferred Income Plan shall commence no later than March 31st, 1991.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.01 Hours of Operation

The work week will comprise seven (7) days. The normal work week for all Employees shall provide for an 8:30 a.m. to 5:00 p.m. day, Monday to Friday.

9.02 Hours of Work

- (a) All Employees in the Provincial Office and in the Regional Offices shall work thirty-six (36) hours per week to be scheduled as a nine-day fortnight. No Employee will receive benefits superior to those negotiated in the Collective Agreement for **their** classification and status because of the fact of working a nine-day fortnight.

- (b) The normal work week for all Employees in the Provincial Office and in the Regional Offices subject to the Employer's operational requirements, may be scheduled (under the scheduling provision of the Collective Agreement) to work as follows:
- (1) Monday through Friday, and
 - (2) 8:30 a.m. to 5:00 p.m., and
 - (3) thirty-six (36) hours per week, and
 - (4) eight (8) paid hours per day, and
 - (5) one (1) day off every other Monday or Friday, and
 - (6) the work year shall be one thousand eight hundred seventy-two hours (1,872), and for the purposes of calculating the Employee's hourly pay rate, the following formula shall apply:
$$\text{Hourly rate} = \frac{\text{monthly rate} \times 12}{1,872}$$
 - (7) the meal period shall be one (1) hour with one-half hour paid by the Employer, as Employees may be required to work a portion of their meal period, and
 - (8) for the purposes of calculating days off, the Employee will receive a minimum of one hundred and seventeen (117) days off in a fifty-two (52) week period, commencing with the first scheduled work shift in January, and
 - (9) an Employee may work a shift on the three hundred and sixty-fifth (365th) day or three hundred and sixty-sixth (366th) day (in a leap year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled, then overtime shall not apply for same.
- (c) Flexible Work Hours
- Requests by support Employees for flexible work hours shall be made in writing and may be granted at the Employer's discretion. The Employer shall make every reasonable effort to comply with such requests.
- (d) Any Employee required to be "on call" during **their** meal period is to work and be paid for a full shift with the meal period included within that full shift.
- (e) No change to hours of work or other current practices without meetings between the parties.

9.03 Consecutive Work Days

No Employee will be required to work more than six (6) consecutive work days without receiving a minimum of two (2) consecutive days off-duty.

9.04 Shift Premiums

Employees working the Evening or Night Shift shall receive a differential of one dollar and twenty cents (\$1.20) per hour.

Evening Shift will be defined as any shift in which the major portion occurs between 4:00 p.m. and 12:00 midnight and a Night Shift as any shift in which the major portion occurs between 12:00 midnight and 8:00 a.m.

9.05 Scheduling Provisions

- (a) When requested by **PEA-HESU Chapter**, the Employer will arrange the times of all on-duty and off-duty shifts, including Statutory Holidays, and post these at least seven (7) calendar days in advance of their effective date.
- (b) If different shifts are established, there will be a minimum of fourteen (14) hours between shift changes.
- (c) When it is not possible to schedule fourteen (14) hours between shift changes, all hours by which such changeover falls short of fourteen (14) hours shall be paid at overtime rates in accordance with Section 9 of this Article.
- (d) If a written request for a change of a scheduled shift is made by an Employee which would not allow two clear off-duty shifts between shift changes, 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.

9.06 Split Shifts

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

9.07 Part-Time Workers

The Employer **may create part-time jobs in consultation with the Union.**

9.08 Overtime

The Employer will endeavor to keep overtime to a minimum.

Notwithstanding the above, if overtime is necessary for Support Staff, it will be first offered to the Employee doing the job. If that Employee refuses, and the Employer elects to fill the overtime shift, the overtime will be offered to those Employees in attendance in order of seniority provided that they are able and qualified to perform the necessary work.

Employees required to work in excess of the hours of work as outlined in Article 9.02 or who are requested to work on their scheduled off-duty day(s) are subject to the following provisions:

- (a) No overtime shall be worked by an Employee without the prior approval of the Employer.
- (b) Employees required to work on scheduled days off will receive pay at the rate of double-time for the time worked, in addition to their regular monthly pay rates, but will not have the day off rescheduled.
- (c) Clerical Employees requested to work in excess of the normal daily full shift hours or who are requested to work on their scheduled off-duty days, shall be paid:
 - (1) The rate of time and one-half (1.5) of their basic hourly rates of pay for the first two (2) hours of overtime on a scheduled work day and double-time thereafter.
 - (2) The rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.
 - (3) Overtime pay shall be paid to Employees within eight (8) calendar days after the expiration of the pay period in which the overtime was earned except as provided in Article 9.08(d).
- (d) At the time a Clerical Employee is required or requested to work overtime, such Employee may opt for compensating time off (CTO) at the applicable overtime rate in lieu of overtime pay. If such Employee opts for compensating time off in lieu of overtime pay, the time off shall be taken at a time mutually agreed upon by the Employer and the Employee. If such time off is not taken by December 31st of the calendar year in which the overtime was worked, overtime at the applicable overtime rate shall be paid on the Employee's next regular paycheck.
- (e) All other Employees required or requested to work overtime shall be granted compensating time off at the applicable overtime rate in lieu of overtime pay.
 - (1) Employees attending Local Meetings or other evening work shall take compensating time off the following morning or the first available half-day (four [4] hours) as may be mutually agreed by the Employee and Employer.
 - (2) Employees requesting compensating time off of one (1) day or more shall request same at least four (4) calendar days in advance of the proposed time off to be mutually agreed by the Employee and Employer. Such agreement is not to be unreasonably withheld.
 - (3) Compensating time off for work on Employee's regular days off, including vacations and Statutory holidays, should be taken as whole days off.

- (4) When an Employee has been on sick leave that is inclusive of one (1) or more working days prior to a scheduled compensating day off and one (1) or more working days following such scheduled compensating day off, then the scheduled compensating day off shall become a day to which accrued sick leave credits shall be applied and such scheduled compensating day off shall be rescheduled.
- (f) As an alternative to the above and at the Employee's option, the following shall apply:
- (1) In lieu of any and all claims to overtime, an Employee may earn compensating time off credits at the rate of four (4) work days per quarter, which shall entitle the Employee to **four (4)** compensating days off per quarter.
 - (2) The Employer may request each Employee accepting option under subparagraph (1) to schedule days off accrued under that provision no more than twelve (12) months in advance.
 - (3) Days off earned under subparagraph (1) shall normally be taken in the quarter in which they were earned. If an Employee entitled to these days is prevented by the demands of **their** job from being absent on scheduled compensating days off, or is on sick leave on a scheduled compensating day off, **the employee** may take those days in the following calendar quarter. Days earned but not taken in the following quarter shall be deemed to have been taken. Days earned but not taken in the following quarter shall be paid out at straight time.
 - (4) Time off under subparagraph (1) shall accrue for periods during which Employees are at work, on vacation or on sick leave, except that Employees who are absent from work on sick leave or other leaves of absence for more than one-half (1/2) of a calendar quarter shall receive time off in proportion for time actually worked. Time spent by Employees on paid vacation shall not be considered an absence from work for purposes of this subparagraph.
 - (5) Employees who select the option in subparagraph (1) above and who are required or requested to perform overtime work on weekends associated with job actions, contract negotiations, educationals, Employer-sponsored political activity and/or required to represent the Union in arbitration hearings or troubleshooter hearings shall be granted compensating time-off, in addition to that specified in paragraph (1). This additional compensating time off shall be granted on a double-time basis.
 - (6) If an Employee works less than the hours of work outlined in Article 9.02, such time shall be deducted from overtime earned.

9.09 Meal Break and Meal Allowance Administrative Assistants

All Employees not subject to Article 9.08(e) and Article 9.08(f) authorized to work two (2) or more hours in excess of eight (8) hours in a day will be paid for a meal break at overtime rates and will be provided with a **thirty seven dollars and fifty cents (\$37.50)** allowance.

9.10 Rest and Meal Periods

Rest Periods with Pay

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

Meal Periods

It is understood that all Employees shall receive a one-hour meal period unless there is mutual agreement to alter the meal periods.

9.11 Per Diem Allowance

The Employer shall pay per diem allowances for allowable expenses in accordance with Article 17, Per Diem Allowances and Meal Allowance.

9.12 Out-of-Town Assignments

All out-of-town itineraries, upon being developed by the Staff Representative concerned, shall be subject to clearance from the appropriate officer of the Employer, and shall be arranged so that the actual flying, or driving, or train transportation time as the case may be, along with the actual time spent in meetings each day will be accommodated as far as possible into an average of eight (8) hours worked per day spread on the number of days or part thereof spent on the itinerary.

Overtime pay will not be applicable for work on such out-of-town assignments. However, if such authorized itinerary involves out-of-town traveling or otherwise working on a Saturday or Sunday or a Statutory Holiday or a day of vacation, the Staff Representative concerned shall be allowed to bank two (2) days (16 hours) in lieu of each such day or portion thereof so worked. **The Employee** shall then take the day(s) so banked within ninety (90) calendar days thereafter, at a time mutually arranged with the Secretary-Business Manager of the Employer or **their** designate.

It is understood that the requirement for out-of-town work on such days aforementioned shall be the exception rather than the rule and itineraries shall be designed accordingly.

9.13 Call-Back

Employees not designated to be “on-call” in accordance with Section 15 of this Article who are called back to work on their regular time off shall receive a penalty payment of ten dollars (\$10) and will also receive overtime pay at the rate of time and one-half for all time worked with a minimum guarantee of not less than two (2) hours’ overtime.

These Employees will receive a Transportation Allowance based on the cost of taking a taxi from their home to the Provincial Office or the work area and return or, if the Employee normally drives **their** own automobile to work, an allowance of **the Canada Revenue Agency rate per kilometre** from the Employee’s home to the Provincial Office or work area and return.

9.14 Call-In

An Employee reporting for work shall be paid **their** regular rate of pay for the entire period spent at the Provincial Office or Regional Office with a minimum of two (2) hours’ pay at **the Employee’s** regular rate of pay if **the Employee** does not commence work, and a minimum of four (4) hours’ pay at **their** regular rate if **the Employee** commences work.

9.15 On-Call Differential

It is agreed that all Employees required to be “on-call” shall receive an “on-call” differential of five dollars (\$5) for the first eight (8) hour period, or portion thereof, the Employee is required to be “on-call” and two dollars and fifty cents (\$2.50) for each additional eight (8) hour period, or portion thereof, that such Employee is required to be “on-call” in any twenty-four (24) hour period. Such twenty-four (24) hour period is to commence with the first moment of the first eight (8) hour period for which the Employee is entitled to five dollars (\$5).

Employees who are designated to be “on-call” and who are required to report to the Provincial Office during the period of “on-call” will receive “call-back” as outlined in Article 9.13 but will not receive the Penalty payment of ten dollars (\$10).

ARTICLE 10 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS

10.01 Statutory Holidays

All Employees, working one thousand eight hundred seventy-two (1,872) hours per year, will be entitled to thirteen (13) Statutory Holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

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

Statutory Holidays shall be granted on the basis that Employees shall be scheduled off from work, exclusive of Annual Vacations, a minimum of one hundred seventeen (117) days per year (two [2] days per week plus a minimum of thirteen [13] Statutory Holidays).

If at the end of a year (fifty-two (52) weeks dating from an Employee's first scheduled shift in January), an Employee has not had a minimum of one hundred seventeen (117) days off, **they** will be paid extra at time and one-half (1.5) rates for each day by which **the Employee's** total number of days off falls short of one hundred seventeen (117), except that **they** will not again be paid for any day for which **they were** paid at the rate of time and one-half (1.5) under Article 9.08.

10.02 Premium Pay for Stats Worked

All Employees, covered under Article 9.08(e) and Article 9.08 (f), required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of time and one-half (1.5) for the time worked, in addition to their regular monthly pay rate and will have such Statutory Holiday rescheduled in addition to such overtime pay.

All Employees not subject to Article 9.08(e) and Article 9.08(f), required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of double time for the time worked, and in addition will receive eight (8) paid hours off.

10.03 Sick Leave Affecting Statutory Holidays

When an Employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer-scheduled Statutory Holiday and one (1) or more working days following such Employer-scheduled Statutory Holiday, then the Employer-scheduled Statutory Holiday shall become a day to which accrued sick leave credits shall be applied and it shall be rescheduled. The Employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 10.01, Paragraph 4, shall not apply to Employer-scheduled Statutory Holidays rescheduled in accordance with this paragraph. Such rescheduled Statutory Holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

10.04 Stat Entitlement Upon Termination

If an Employee terminates during the year, **they** shall be entitled to the same portion of one hundred seventeen (117) days off that **their** period of service in the year bears to a full year.

10.05 Scheduling of Stats

- (a) Every effort will be made to schedule such Statutory Holidays, or their equivalent days, as additions to the Employee's two (2) regularly scheduled days off per week so that Employees will receive as many three-day breaks during each year as possible.
- (b) HEU offices will be closed from December 25th to January 1st inclusive with Employees using earned leave to cover the work days that aren't Statutory Holidays. The Employer will allow Employees who have no earned time off (vacation, CTO) to borrow the leave from the following year's earned leave entitlement.

One Representative (Servicing) will be on-duty during normal working hours to respond to emergency situations. The Representative may work from home by carrying a cell phone. The Representative will be a volunteer chosen by seniority, or if no one volunteers, then the junior regular Representative will be required to provide the coverage.

10.06 Stats and Annual Vacation

If a Statutory Holiday occurs within an Employee's vacation period, an extra day's vacation will be allowed for each Statutory Holiday so occurring.

10.07 Vacations

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

- (a) New Employees who have been continuously employed at least six (6) calendar 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) calendar months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months to July 1st.

- (b) Employees who have worked 36 hours per week, based on the 72-hour nine-day fortnight schedule, with one or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous services = 144.0 working hours' vacation
2 years' continuous services = 144.0 working hours' vacation
3 years' continuous services = 144.0 working hours' vacation
4 years' continuous services = 144.0 working hours' vacation
5 years' continuous services = 151.2 working hours' vacation
6 years' continuous services = 158.4 working hours' vacation
7 years' continuous services = 165.6 working hours' vacation
8 years' continuous services = 172.8 working hours' vacation
9 years' continuous services = 180.0 working hours' vacation
10 years' continuous services = 187.2 working hours' vacation
11 years' continuous services = 194.4 working hours' vacation
12 years' continuous services = 201.6 working hours' vacation
13 years' continuous services = 208.8 working hours' vacation
14 years' continuous services = 216.0 working hours' vacation
15 years' continuous services = 223.2 working hours' vacation
16 years' continuous services = 230.4 working hours' vacation
17 years' continuous services = 237.6 working hours' vacation
18 years' continuous services = 244.8 working hours' vacation
19 years' continuous services = 252.0 working hours' vacation
20 years' continuous services = 259.2 working hours' vacation
21 years' continuous services = 266.4 working hours' vacation

22 years' continuous services = 273.6 working hours' vacation
23 years' continuous services = 280.8 working hours' vacation
24 years' continuous services = 288.0 working hours' vacation
25 years' continuous services = 295.2 working hours' vacation
26 years' continuous services = 302.4 working hours' vacation
27 years' continuous services = 309.6 working hours' vacation
28 years' continuous services = 316.8 working hours' vacation
29 years' continuous services = 324.0 working hours' vacation

- (c) If an Employee on staff December 24th, 1980, enjoys a superior Annual Vacation privilege, it shall be retained.

Supplementary Vacation

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional thirty-six (36) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional seventy-two (72) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one hundred and eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

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

10.08 Vacation Scheduling and Vacation Pay

Vacation time earned up to July 1st as indicated in Article 10.07 shall be granted as follows:

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

Forty per cent (40%) of the Employees shall be scheduled and granted vacations during the remainder of the year.

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

The Employer shall provide to all staff their vacation entitlement for the year by January 31st of each year.

All Employees must notify the Employer in writing on the form provided prior to March 1st of each year with their choice of vacation periods, indicating first, second, third and fourth choices. The Employer shall notify Employees of vacations that are approved by April 30th.

10.09 Splitting Vacation Periods

Annual vacations for Employees with one hundred and eight (108) working hours' vacation or more will be granted in one continuous period but, may upon request from the Employee, be divided into not more than four periods, subject to the approval of the Employer.

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

10.10 Choice of Vacation Periods

Whenever possible, choice of vacation periods shall be granted to Employees on the basis of seniority.

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 posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted. Seniority shall also prevail in the same manner for subsequent vacation periods.

10.11 Vacations Non-Accumulative

- (a) Vacation time shall not be cumulative from year to year.
- (b) Employees who are unable to schedule a vacation period(s) due to illness or disability, or whose vacation period(s) is displaced due to disability or illness, shall if possible reschedule such vacation within the calendar year. If necessary, however, such Employees shall be permitted to carry over unused vacation time into the next calendar year. Vacation so carried over shall in any event be taken within twelve (12) months of the Employee's return to work following the period of illness or disability.

10.12 Vacation Entitlement Upon Dismissal

Employees dismissed for cause will receive their earned vacation allowance to which they would have been entitled pursuant to Article 10.07 had they not been dismissed.

10.13 Reinstatement of Vacation Days – Call-Back

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

In the event of a strike by members of the HEU, Employees may be called back to work at the discretion of the Employer and overtime rates shall not apply.

10.14 Vacation Carryover

An Employee who does not earn CTO may carry over up to five (5) days' vacation leave per year which shall not exceed ten (10) days in any two (2) year period. The carryover must be used by the third year of the carryover and this provision of the Collective Agreement shall only be accessed once in a five (5) year period.

ARTICLE 11 –TERMINATION OF EMPLOYMENT

11.01 Employee's Notice of Termination

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

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

Employees entitled to eight per cent (8%) shall be paid six per cent (6%)

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

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

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

11.02 Employment Abandoned

Any Employee who fails to report to work and does not notify the Secretary-Business Manager or **their** designated Representative within three (3) work days and who cannot give an acceptable reason for **their** absence shall be considered as having abandoned **their** position.

ARTICLE 12 – SICK LEAVE

12.01 Sick Leave

- (a) Sick leave credits with pay shall be granted on the basis of ten point eight (10.8) working hours per month, cumulative from the date of employment. This rate is calculated based on the 72-hour, nine-day fortnight schedule.

All Employees will have a minimum of seventy-two (72) hours of sick leave credits when they post into their first permanent position.

There shall be no limit to the number of sick leave credit(s) accumulated, but the Employee can only utilize sick leave credits upon accumulation.

- (b) Sick leave with pay is only payable because of sickness and Employees who are absent from duty because of sickness may be requested to provide proof of illness. Any Employee who fails to comply with this regulation upon request shall be considered as having left the employ of the HEU.

Employees will notify the Employer as promptly as possible of any absence from duty because of sickness and Employees will be expected to notify the Employer prior to their return. Employees who have been absent due to sickness for a period of forty-five (45) calendar days or more must notify the Employer one (1) calendar week prior to returning to work.

In the event the Employee does not advise the Employer as required under this section and the Employer is unable to make arrangements to accommodate relief staff, the Employee shall be on sick leave of absence for a period of one (1) calendar week, or until the Employer can make such arrangements, whichever is earlier.

- (c) Sick leave pay shall be paid for the one (1) work day (eight [8] hours) or less not covered by the *Workers' Compensation Act*, when the Employee has accumulated sick leave credits.

An Employee shall be granted reasonable injury-on-duty leave with pay where it is determined by the Provincial Workers' Compensation Board that **they are** unable to perform **their** duties because of a compensable injury or illness if the Employee agrees to pay to the Employer any amount received for loss of wages in settlement of any claim **the Employee** may have in respect of such injury, sickness or exposure.

While no Employee shall be required to take legal action to recover lost salary or other damages from any person, Employees shall turn over, or cause to be turned over to the Employer, any monies received directly or indirectly by them from the Insurance Corporation of British Columbia or any other person, excluding interest, as a result of a claim for lost salary, where Employees have used their sick leave with pay as a result of an automobile accident or otherwise, because of injuries or illness sustained due to the negligence or wrong-doing of a third party. Used sick leave will be credited back to the Employee upon payment of these monies to the extent covered by those monies. This requirement for repayment shall not apply to an award or judgment pursuant to a claim or legal action where the award or judgment does not include damages for lost salary. For greater certainty, the requirement for repayment continues to apply to global settlements that include, but do not specify, salary.

All current claims are exempt for existing staff. New language will apply for claims occurring after March 6, 2015.

Where an Employee has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay will be granted (based on the 72-hour, nine-day fortnight schedule):

- (1) for a period up to twenty-five (25) work days (180 hours) if **they are** awaiting a decision on an application for injury-on-duty leave, or
- (2) for a period of up to fifteen (15) work days (108 hours) if **they have not** submitted an application for injury-on-duty, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

- (d) Sick leave may be applied for to cover a medical appointment which, as the result of an accident, is necessary and is covered by Workers' Compensation.

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

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

- (f) Any Employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Employees will make every effort to secure Medical and Dental appointments outside their normal working hours. If appointments cannot be secured outside normal working hours, Medical and Dental appointments will qualify for Sick Leave with Pay provided that Employees give reasonable advance notice of such appointments to the Employer.

- (g) Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of sick leave be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of up to twenty-one (21) work days. Further Leave of Absence periods without pay will be granted upon written request by a medical practitioner. These written requests will be acknowledged in writing. If no written request is received by the Employer within the twenty-one (21) work days from such an Employee explaining **their** condition, **the Employee** will be removed from the payroll. The Employer will notify the Employee prior to the expiration of the twenty-one (21) work day clause of this Section.

- (h) Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of seven (7) work days. Further Leave of Absence periods of seven (7) work days without pay may be granted upon written request. These written requests will be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an Employee explaining **their** condition, **the Employee** will be removed from the payroll.

- (i) All sick leave credits are cancelled when an Employee terminates **their** employment except that when an Employee transfers from a hospital to the Employer's place of business, **their** sick leave is portable in accordance with Article 6.01(c) except as provided in paragraph (j) below.

- (j) Cash Payout of Unused Sick Leave Credits

Upon completion of six (6) years of service, Employees who terminate shall be paid in cash an amount equivalent to forty per cent (40%) of unused sick leave credits, to a maximum of one hundred fifty-six (156) work days (1,123.20 hours), calculated at the Employee's rate of pay at termination less any amounts that have been received from the hospital as cash payout of unused sick leave credits.

- (k) Sick leave accumulation will appear on each Employee's pay stub and shall be adjusted bi-weekly.

12.02 Control of Absenteeism

- (a) (i) When an Employee is ill or injured for four (4) or more consecutive work days, the Employer may require the Employee to provide a medical certificate as evidence of the Employee's illness or injury as a cause for the Employee's absence from work.
 - (ii) Medical certificates need only state whether the Employee is fit or unfit, the nature of the limitations (e.g. no heavy lifting, no stair climbing, etc.), whether or not the Employee is in compliance with **their** physician's treatment program and the expected duration of the condition. The choice of physician is up to the Employee.
 - (iii) The Employer may create a medical questionnaire form which shall require mutual agreement with **PEA-HESU Chapter**.
 - (iv) In instances where the Employer can demonstrate that a pattern of absenteeism exists, the affected Employee may also be required to provide a medical certificate. Where a pattern of absenteeism can be demonstrated, the Union shall be notified in writing of the pattern of absenteeism and of the Employer's requirement for the Employee to provide a doctor's certificate.
- (b) In relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an Employee's ability to return to work or to continue to work, the Employer may, for a second opinion, require that the Employee be examined by and present a medical certificate from a physician selected by the Employee.
 - (c) In the event that the Employer requires an Employee to obtain medical documentation and/or to submit to an examination, any resulting charge by the doctor which is not paid by the Employee's medical insurance plan will be paid by the Employer.

ARTICLE 13 – MATERNITY, PARENTAL AND ADOPTION LEAVES OF ABSENCE

(a) Maternity Leave

An Employee shall be granted seventeen (17) weeks (inclusive of the one (1) week waiting period) maternity leave of absence. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the Employee.

If an Employee is unable to perform the duties of their position prior to the commencement of the maternity leave of absence, the Employer will make every effort to make alternate arrangements.

Medical complications of pregnancy, including complications occurring during the Unpaid Leave of Absence for Maternity reasons preceding the period stated by the *Employment Insurance Act*, will be covered by sick leave credits, providing the Employee is not in receipt of maternity benefits from the Employment Insurance Commission or another wage loss replacement plan.

An Employee may be asked to provide a doctor's certificate or other evidence that the Employee is entitled to maternity leave, and where possible, the Employee shall give seven (7) calendar days notice prior to the commencement of the maternity leave and shall give seven (7) calendar days notice prior to return to work.

(b) Parental Leave and Adoption Leave

Upon request, an Employee shall be granted up to sixty one (61) weeks (inclusive of the one (1) week waiting period) parental leave for the purpose of caring for the Employee's newly born or newly adopted child/children.

In the case of an Employee eligible for maternity leave of absence, parental leave shall commence at the conclusion of the first seventeen (17) weeks of the maternity leave.

In the case where both parents are Employees, the parental leave can be shared up to a total of sixty one (61) weeks.

(c) Leave of Absence Affecting Employment

- (1) The service of an Employee who is on maternity, parental or adoption leave of absence shall be considered continuous for the purposes of seniority accumulation and of any pension, medical or other plan beneficial to the Employee, and the Employer shall continue to make payment to the plan in the same manner as if the Employee were not absent.**
- (2) An Employee who is on maternity, parental or adoption leave shall earn vacation entitlement for the leave period up to a maximum of one year.**
- (3) An Employee who is on maternity, parental or adoption leave shall in no case be covered by the provisions of Article 16, Miscellaneous Allowances and Expenses.**
- (4) An Employee who resumes employment on the expiration of maternity, parental, or adoption leave, shall be reinstated in all respects in the position the Employee previously occupied and with all increments to wages and benefits to which the Employee would have been entitled had the leave not taken place.**

(d) Supplemental Plan

- (1) After completion of six (6) months continuous employment, an Employee who provides the Employer with proof that the Employee has applied for and is eligible to receive Employment Insurance benefits pursuant to Section 22 or 23 of the *Employment Insurance Act, 1996* shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.**

- (2) The objective of the Plan is to supplement the Employment Insurance Benefits (E.I.) of workers who are on leave of absence pursuant to Article 13 (a) and (b).**
- (3) Benefits payable under the Plan are a sum which, when combined with gross E.I. benefits and other earnings, equal ninety-three per cent (93%) of the Employee's normal weekly earnings.**
- (4) The duration of the benefits is seventeen (17) weeks each for (a) and (b) to a maximum of 34 weeks. For (b), in the case where both parents are Employees, the benefit can be shared up to a total of seventeen (17) weeks.**
- (5) Employees disentitled or disqualified from receiving E.I. benefits are not eligible for Supplementary Employment benefit payments.**
- (6) The Employees do not have a right to Supplementary Employment benefit payments except for supplementation of E.I. benefits during the employment period as specified in the Plan.**
- (7) The Plan is financed from the Employer's general revenues. Supplementary Employment benefit payments will be kept separate from payroll records.**
- (8) The Employee must provide the Employer with proof that the Employee is receiving E.I. benefits (or that the Employee is not receiving benefits for reasons specified in the Plan).**

The Employer will inform Service Canada of any changes in the Plan within thirty (30) calendar days of the effective date of the change.

ARTICLE 14 – RETIREMENT BENEFITS

14.01 Retirement Compensation Arrangement

The Employer will establish and maintain a Retirement Compensation Arrangement as defined in the *Federal Income Tax Act* for all Employees who leave for any reason or cause.

At the completion of each fiscal year, the Employer and a **PEA-HESU Chapter** designate shall together, find a financial institution that will provide the highest return and deposit in a Joint Trust Account, an amount based on the following formula based on the Employer's contribution and the Employee's years of service.

Two and one half per cent (2.5%) of Employee's gross salary for each one (1) to four (4) years of service;

Three and three quarters per cent (3.75%) of Employee's gross salary for each of five (5) to ten (10) years of service;

Five per cent (5%) of Employee's gross salary for each year over ten (10) years of service.

No Retirement Allowance will be accrued during the first year of employment.

Employees will be permitted to make voluntary contributions by payroll deduction to the Retirement Allowance Fund, subject to the following provisions:

- (a) Voluntary contributions must be for a minimum period of twelve (12) months commencing January 1st of each year.
- (b) Notification of the Employee's intention to discontinue such voluntary contributions will be given to the Employer no later than December 31st in any calendar year.
- (c) Voluntary contributions, when combined with other Registered Retirement Savings and/or Pension Plans, are not to exceed the amounts prescribed by Federal Taxation legislation.

The parties have the right to name their respective trustee.

The parties agree that the HEU (Employer) will provide HEU staff to administer the Retirement Compensation Arrangement (RCA) on behalf of the Joint Trustees, PEA-HESU Chapter and HEU at no cost to the trust.

The Employer will issue statements to PEA-HESU Chapter members by the end of the first quarter annually.

The statements will contain the following information:

- Name
- Seniority date
- Length of service (in years)
- Salary
- Employer rate of contribution, as per the Collective Agreement
- Interest earned in the preceding calendar year
- Balance as of the end of the calendar year

When a PEA-HESU Chapter member leaves the employment of HEU, they will be entitled to access their payout from the RCA either immediately or in a maximum of four (4) separate payouts over a two (2) year period. The two (2) years can cover three (3) taxation years.

The Trustees will meet annually to review the manner in which the funds in the RCA are invested to ensure the trust is receiving the best rate of return while minimizing risk to the funds and to review the records of the RCA.

14.02 Municipal Pension Plan (MPP)

Upon completion of the initial probationary period, all Employees working two (2) or more full-time shifts or equivalent per week shall be brought within the scope of the *Pension (Municipal) Act*.

However, in the event such an Employee, upon completion of the initial probationary period, is prohibited by legislation from being enrolled under the *Pension (Municipal) Act*, a Registered Retirement Savings Plan (RRSP) will be established for the Employee and contributions made as follows:

- (a) the Employee will provide written instructions authorizing payroll deductions in an amount equivalent to the Employee contribution applicable for that Employee under the *Pension Act*; and
- (b) following receipt of that authorization and deduction, the Employer shall remit to the RRSP an amount equal to the Employee deduction and an amount equal to the Employer contribution which would otherwise be payable under the *Pension (Municipal) Act*; and
- (c) failure to provide either authorization for payroll deductions or establish the necessary RRSP will render any contribution obligation by the Employer null and void.

Should the Employee subsequently become eligible for enrolment under the *Pension (Municipal) Act*, they shall be enrolled and contributions to the RRSP will cease.

14.03 Early Retirement Option

HEU and **PEA-HESU Chapter** agree to establish a Joint Subcommittee for the purpose of a comprehensive investigation of early retirement at age fifty-five (55). The Joint Subcommittee may retain on a cost-shared basis the services of a consultant for this investigation.

Effective April 1st, 1990, the parties renew their commitment to early retirement and agree that during the term of this agreement, they will establish the Joint Committee and investigate ways to implement a policy of early retirement, taking into account all of the circumstances of the parties.

The early retirement option shall be amended effective January 1st, 2001 to reflect an amount of seventy-five thousand dollars (\$75,000), which shall be replenished (if needed) every January 1st thereafter.

The Joint Committee shall make recommendations regarding specific application of the money by December 31, 2000 or such later date as may be mutually agreed. The Joint Committee terms of reference shall include guidelines as to the application of such monies including (but not restricted to) eligibility (age, years of service etc.), notice requirements and how to divide money if a number of eligible Employees apply for incentive. If the Joint Committee cannot finalize the details of the plan by December 31, 2000 (or other mutually agreed date), then either party may refer the matter to Ms. J. Korbin for a binding mediation/arbitration decision.

Early Retirement of one per cent (1%) for first year to be added to the core renewable funding (one-time only.)

The Employer shall set aside one per cent (1%) of **PEA-HESU Chapter** payroll per year, cumulative, commencing on March 31st, 2005 into an Early Retirement Fund.

Employees opting to access the Early Retirement option will not be forced to exhaust their CTO or vacation banks prior to their actual retirement date. The option to utilize CTO and vacation banks prior to their actual retirement date will be strictly vested with the retiring Employee.

Employees applying to the Early Retirement Fund by October 31st in the year prior to the requested retirement year will have a response no later than January 15th of the following year.

The Retirement Committee will actively focus on early retirement.

ARTICLE 15 – HEALTH AND WELFARE BENEFITS

15.01 Group Life Insurance

From the initial date of employment, the Employer shall pay the premiums of a Group Life Insurance plan covering Employees with one hundred and twenty-five thousand dollars (\$125,000) term insurance coverage.

This insurance shall be underwritten by a mutually acceptable carrier. Any change in the carrier will be subject to mutual agreement.

15.02 Benefit Coverage

(a) Medical Plan

From the initial date of employment, Employees and their families (including spouses, common-law spouses, children in the Employee's care and dependents) shall be covered by the B.C. Medical Plan.

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

(b) Dental Plan

From the initial date of employment, Employees shall be provided with a dental plan covering one hundred per cent (100%) of the costs of the Basic Plan (Plan A), sixty per cent (60%), (seventy per cent (70%) effective January 1, 2016) of the costs of the extended plan (Plan B) to include porcelain fillings, and sixty per cent (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 three thousand dollars (\$3,000) per patient with no runoffs for claims after termination of employment.

The dental plan shall cover Employees, their spouses (including common-law spouses) and children.

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

(c) Long-Term Disability Plan

The Employer shall provide a mutually acceptable Long-Term Disability Insurance Plan. The Plan shall cover post-probationary Employees and provide such Employees with three-quarters (3/4) salary continuation to a maximum of fifty-five hundred dollars (\$5,500) per month until age of sixty-five (65) in the event of a disability.

Employees are required to apply for Long-Term Disability benefits to commence after five (5) consecutive months of medical leave.

(d) Extended Health Care Plan

Effective November 1, 1982, upon the initial date of employment, the Employer shall pay the monthly premiums for Extended Health Care (EHC) coverage for Employees and their families (including common-law spouses) under the Blue Cross plan. The Employer shall provide a Bluenet card.

(e) In-Province Eligible Expenses

Your EHC plan covers reasonable and customary charges for the following services and supplies when medically necessary, and prescribed, ordered, or referred by a physician. Unless otherwise indicated, the maximums included here are on a person basis.

The Plan shall include the following provisions:

- (1) Annual eye examinations (including glaucoma testing as required).
- (2) Corrective eye wear or corrective eye surgery coverage (\$600 maximum) every 24 months.
- (3) Hearing aid coverage (\$1,000 lifetime maximum).
- (4) Unlimited life-time benefit.
- (5) No deductible and one hundred per cent (100%) coverage.
- (6) Professional services coverage (\$500 maximum per calendar year):
 - a) Acupuncturist
 - b) Chiropractor
 - c) Naturopath
 - d) Podiatrist
 - e) Speech Language Pathologist
- (7) And add the following professional services to the \$500 maximum amount per calendar year:
 - a) Chiropodist
 - b) Osteopath
 - c) Homeopath
 - d) Clinical Psychologist or Certified Canadian Counselor

- e) Social Worker
- f) Speech Therapist
- g) Dietician
- h) Physical Rehabilitation Therapist or Sports Therapist
- (8) Professional services with no calendar year limit:
 - a) Physiotherapist
 - b) Massage practitioner
 - c) Private duty care by a Registered Nurse
- (9) Prescription drugs shall be generic, although Employees shall have access to a medically necessary brand name drug authorization process. There shall be no change to the drug formulary in effect as of February 1, 2015.

Drugs and medicines dispensed by a pharmacist, physician, or a dentist, in a quantity we consider reasonable:

- a) Drugs and medicines must be prescribed by a medical provider legally authorized to do so, and included with the above:
 - i) fertility drugs to a lifetime payable maximum \$3,000.
 - b) Insulin preparations, testing supplies, needles and syringes for diabetics.
 - c) Vitamin B12 for the treatment of pernicious anemia.
 - d) Allergy serums when administered by a physician.
- (10) Shingles vaccine – paid via expense voucher for Employees only.

15.03 Employment Insurance Coverage

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

15.04 Employee and Family Assistance Program

The parties agree to maintain the Employee and Family Assistance Program. It shall be maintained by the Joint Committee consisting of two (2) **PEA-HESU Chapter** representatives and two (2) Employer representatives. The program shall provide for psychological/counseling services. The Employee and Family Assistance Program shall be funded by the Employer.

ARTICLE 16 – MISCELLANEOUS ALLOWANCES AND EXPENSES

16.01 Telephone and Cellular Phone Allowance

The Employer will provide all staff, who are required to use a cellular phone, with a smart phone which would provide a mobile telephone, text messaging, internet, email access, hands-free access and Global Positioning Service (GPS).

16.02 Clothing Allowance

Upon completion of the probationary period, Employees may apply for the clothing allowance in the amount of **\$1047.88 (as of January 1, 2018)** to be used for the purchase of Union made apparel made in Canada.

Employees who work less than a full calendar year will receive a clothing allowance proportionate to the time worked.

The Employer and **PEA-HESU Chapter** shall establish a Joint Committee for the purpose of reviewing and recommending any changes to the Dress Code policy.

The clothing allowance will be increased annually in the future on the basis of the Canadian Price Index (CPI).

The Employer agrees to maintain such distinctive dress by necessary dry-cleaning and/or laundry services.

The Employer and Employees are to select a Joint Committee to agree upon the style and quality of materials to be used.

16.03 Physical Fitness

The parties agree to create a committee of four (4) members, two (2) from **PEA-HESU Chapter**, and two (2) from the Employer to meet and make recommendations before the beginning of the next round of negotiations.

Employees will be reimbursed an amount up to one hundred and fifty dollars (\$150) per calendar year for fitness-related activities, equipment and active footwear.

16.04 Fines and Legal Costs

The Employer shall pay all fines and/or legal costs assessed against any of its Employees covered by the Certificate of Bargaining Authority when such fines and/or legal costs are incurred in the performance of work on behalf of the Employer. The Employer further agrees that the wages of its Employees shall continue to be paid in full where any Employee is imprisoned resulting from the performance of work on behalf of the Employer.

16.05 Moving Expenses

If an Employee is promoted or transferred on a permanent basis pursuant to Article 6.02 or if the Employee is temporarily transferred by HEU, the Employee will be paid the following expenses:

- (a) Moving expenses
- (b) Hotel expenses
- (c) Travel expenses
- (d) Per diems

- (e) Long distance telephone calls
- (f) Reasonable travel expenses of the spouse or common-law spouse to enable **them** to view the property

If an Employee voluntarily transfers on a temporary or permanent basis, which would trigger expense coverage under this Article, then **they** will be paid the following expenses:

- (1) For the first sixty (60) calendar days, one hundred per cent (100%) of hotel expenses and out-of-town per diems.
- (2) For the next thirty (30) calendar days, fifty per cent (50%) of hotel expenses and out-of-town per diems.
- (3) For the next thirty (30) calendar days to a maximum of twelve (12) months, a “living out allowance” of one hundred dollars (\$100) per week will be applied.

The prior approval of the Employer is required before any of the above expenses are incurred.

Reasonable time off with pay will be granted to the Employee to execute the transfer of real estate.

16.06 Free Legal Advice

Members of HEU’s staff shall be provided with the same opportunities as HEU members to make application to HEU’s free legal advice program.

16.07 Social Justice Fund

The HEU agrees to donate one cent (\$0.01) per hour to a **Social Justice Fund of the PEA-HESU Chapter’s choosing**. The Employer also agrees to deduct one cent (\$0.01) per hour from members of **PEA-HESU Chapter** with those funds also to be donated to **the same Social Justice Fund**.

16.08 Transportation Allowance

The Employer has the right to determine and authorize accordingly the type of transportation; that is, airplane, railroad, automobile, etcetera, to be used on any given field assignment.

- (a) The Employer will pay the necessary operation (PetroCan credit card and second gas card), licensing and insurance costs **for the Employee only**.
- (b) Miscellaneous expenses for oil, windshield washer fluid and anti-freeze will be reimbursed provided receipts are submitted.
- (c) For the purpose of car wash and detail up to a value of **sixty dollars (\$60)** per quarter will be reimbursed once at the end of each quarter (non-cumulative) provided receipts are submitted.
- (d) Gas will be limited to the vehicle on which the Employer pays the insurance. Any exceptions must have prior approval.

- (e) The insurance deductible will be standardized with collision coverage deductible to be three hundred dollars (\$300) and comprehensive coverage deductible to be **three hundred dollars (\$300)**.
- (f) Public liability coverage will be standardized at five million dollars (\$5,000,000) for all vehicles. If a vehicle is driven by someone other than an Employee, the Employer will not be responsible for liabilities beyond the standard as set out above.
- (g) The Employer shall cover the reasonable costs of windshield chip repair.
- (h) It shall be the right of the Employer to determine if an automobile is necessary to the job.
- (i) An allowance of one hundred dollars (\$100) per calendar month will be paid to Employees driving approved hybrid, alternative fuel or fuel-efficient vehicles having a fuel-efficiency rating of eight (8) litres or less per one hundred (100) kilometres.
- (j) Insurance premiums will be paid in the same manner as in the past (cheque provided to Employee upon receipt of invoice from insurance company). The maximum payable for the vehicle portion of the insurance will be equivalent to a mid-sized North American vehicle. Insurance costs shall include Roadside Plus premiums and underinsured motorist protection.
- (k) An Employee who is on paid leave of absence, sick, vacation, or any combination of these leaves, shall have the right to retain **their** vehicle perquisites for a period of six (6) consecutive months. These rights shall also apply to the first twenty (20) days of unpaid leave. These rights shall not apply to Employees in receipt of Long-Term Disability benefits.
- (l) An Employee who is on **unpaid leave of absence or** paid leave of absence, sick, vacation, or any combination of these leaves, shall have the right to retain **their** gas card for a period of **two (2) weeks**. These rights shall not apply to Employees in receipt of Long-Term Disability benefits.
- (m) Nothing in paragraph (k, l) shall prevent the Employer and an individual Staff Representative from agreeing to an extension of the time limits contained in paragraph (l). Such individual agreements shall be without prejudice to the Employer or **PEA-HESU Chapter**.
- (n) Employees issued gas cards must use vehicles that meet a fuel-efficiency standard of twelve (12) litres per one hundred (100) kilometres or better. Employees employed on the first day of the month following ratification of this agreement will only be required to meet this standard when they replace their vehicles.
- (o) **The Employer will reimburse employees up to one thousand dollars (\$1000) every three years for winter tires subject to the employee providing receipts.**

All mileage and operating costs of the automobile are to be confined to the Province of British Columbia.

In the event an Employee has to use **their** personal vehicle, **the Employee** shall be paid **the Canada Revenue Agency rate per kilometre**.

The Employer will reimburse Employees for all legitimate parking fees, ferry and bridge tolls, which accrue while on authorized assignment. Extraordinary travel and servicing expenses will be paid only when authorized by the Employer.

ARTICLE 17 – PER DIEM ALLOWANCES AND MEAL ALLOWANCE

17.01 For Out-Of-Town Work

- (a) Out-of-town shall be defined as any location beyond a radius of 140 kilometres from the office to which an Employee is assigned. For the purposes of this Article, the Sechelt Peninsula shall be deemed to be out-of-town.
- (b) If the Employee is required to take overnight hotel or motel accommodation, the Employee shall be paid a **seventy-five dollar (\$75)** per diem allowance.
- (c) Whenever an Employee is out-of-town (as defined in paragraph (a)), the Employer shall pay authorized hotel or motel accommodation expenses to such Employee upon the tendering of a proper receipt and shall pay a **seventy-five dollar (\$75)** per diem allowance for each day the Employee is away from home.

17.02 For In-Town Work

- (a) If an Employee, other than an Administrative Assistant, is required to work more than one hour beyond **their** normal scheduled time, including but not limited to attendance at Local Meetings, a Meal Allowance of **thirty-seven dollars and fifty cents (\$37.50)** shall be paid.
- (b) A **thirty-seven dollars and fifty cents (\$37.50)** per diem shall be paid by the Employer to Employees for their attendance at Arbitration Board hearings, Labour Relations Board hearings, Industry Troubleshooter hearings or in negotiations when such functions occur during the normal hours of work of that Employee and are held away from the Employer's office, and where such attendance requires a personal expenditure on the part of the Employee which would otherwise have not occurred.
- (c) Should an Employee be faced with an extraordinary expense over and above the areas covered in the preceding paragraphs (a) and (b), the past practice shall obtain wherein reimbursement will be subject to the approval of the Financial Secretary of the Employer upon the tendering of a properly receipted bill.

17.03 Payment

Employees who are required to incur expenses on behalf of the Employer on a regular basis may request and be provided a one thousand dollar (\$1000.00) float. The Employer will recover this float from an employee's final pay cheque.

Payment of all expenses must be submitted within one year of incurring the expenses.

Where the Employer contests an expense claimed, the Employer shall pay all other expenses submitted by the employee in a timely manner and deal with the contested expense claim as a separate matter.

ARTICLE 18 – OCCUPATIONAL HEALTH AND SAFETY

18.01 Joint Occupational Health & Safety Committee

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*, and the *Workers Compensation (Occupational and Safety) Amendment Act, 1998*. The Committee shall be between the Employer and **PEA-HESU Chapter**, with each party appointing its own representatives. Each party shall have equal representation with a minimum of two (2) representatives each. The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

- (a) Meetings of the Occupational Health and Safety Committee shall be held monthly, and more often, if necessary. 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 Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the committee, pursuant to the *WorkSafeBC Occupational Health and Safety Regulations*.
- (b) Each Regional Office shall be entitled to its own Occupational Health and Safety member. Regional members of the Committee shall be granted the right to attend the Committee meetings semi-annually. Such meetings shall be scheduled in coordination with staff meetings whenever possible. Regional members of the Occupational Health and Safety Committee shall be granted leave of absence without loss of pay or benefits.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems (including excessive workload) and those which are health or safety related, the right to investigate such complaints and the right to define the problem and make recommendations for a solution. The Committee shall make a determination and/or recommendation with respect to the foregoing within forty-five (45) calendar days of being aware of the issue. If, after twenty-one (21) calendar days following the issuance

of recommendations, **PEA-HESU Chapter** is not satisfied with the Employer's response, it may refer the matter to an Industry Troubleshooter for a written recommendation. The Employer confirms that this provision is arbitratable.

- (d) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of WorkSafeBC. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, WHMIS, and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.
- (e) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant Employees as far as Occupational Health and Safety matters are concerned.
- (f) **PEA-HESU Chapter** Health and Safety representatives shall have the right to participate in the monitoring of the safety of the workplace and to accompany Government Inspectors on inspection tours.
- (g) **The JOHSC shall, on a bi-annual basis (beginning in 2018) conduct a security scan of all areas in each office to determine any and all security issues and procedures and make recommendations with respect to needed changes.**

The Employer will keep all staff informed of security issues and procedures.

18.02 Workload Investigation Committee

The HEU and **PEA-HESU Chapter** agree to form a Workload Investigation Committee to conduct an investigation into workload for the staff in the Trade Union, in particular:

- (a) define workload in the context of the Trade Union movement;
- (b) identify any necessary and practical solutions;
- (c) recommend reasonable mechanisms to handle workload as they arise; and
- (d) to provide a report to the principals as to the outcomes and recommendations of the investigation.

The Committee

The Committee will consist of three representatives of the HEU and three representatives of **PEA-HESU Chapter** and will be co-chaired. The Committee will be convened within one (1) month of ratification of the Collective Agreement to establish a start and end date for the investigation, which shall be no longer than four (4) months from start to finish.

The Process

The Committee will:

- (1) Identify source of workload problems which exist.
- (2) Investigate the operational sources of those workload issues being experienced.
- (3) Assess mechanisms for relieving existing workload problems, in terms of their effectiveness and their practicability.
- (4) Will report on its findings, with specific recommendations to both parties.
- (5) The Committee will meet during paid working time, with each party being responsible for any other paid expenses.
- (6) The parties shall meet to discuss any implementation necessary arising from the Provincial Executive decisions on the Committee's recommendations.

It is further agreed that this language is made on a without prejudice basis, and in no way limits the HEU's authority to determine the size of the workforce or **PEA-HESU Chapter's** right to grieve workload issues.

18.03 Psychological Health and Safety in the Workplace

The Union and Employer will work together to promote psychological health and safety in the workplace.

ARTICLE 19 – LONG-TERM DISABILITY (LTD)

The plan provides you with regular income to replace income lost because of a lengthy disability due to disease or injury. Benefits begin after the waiting period is over and continue until you are no longer disabled as defined by the policy or you reach age 65, whichever comes first. Check the Benefit Summary for the benefit amount and waiting period.

NOTE: The Plan shall be amended to provide that the waiting period is five (5) months and the Employer shall pay one half (1/2) the health care premiums for Employees who are on LTD. During the term of the agreement, the parties are requested to jointly investigate the possibility of changing the definition of "disability" and the possibility of the Union becoming a Joint Agent in the Plan.

- If a disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than two (2) weeks and the disabilities arise from the same disease or injury. If your Employer provides short-term disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended until the end of the short-term disability or sick leave benefit period, but no later than one (1) year after your disability started.
- LTD benefits are payable for the first 24 months following the waiting period if disease or injury prevents you from doing your own job. You are not considered disabled if you can perform a combination of duties that regularly took at least sixty per cent (60%) of your time to complete.
- After twenty-four (24) months, LTD benefits will continue only if your disability prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least fifty per cent (50%) of your indexed monthly earnings before you become disabled.
- After the waiting period, separate periods of disability arising from the same disease or injury are considered to be one period of disability unless they are separated by at least six (6) months.
- Because your Employer contributes to the cost of LTD coverage, benefits are taxable.
- Your LTD insurance terminates when you reach age sixty-five (65).

Other Income

Your LTD benefit is reduced by other income you are entitled to receive while you are disabled. Your benefit is first reduced by:

- Disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan, except for increases that take effect after the benefit period starts
- Benefits under any *Workers' Compensation Act* or similar law
- There is a further reduction of your LTD benefit if the total of the income listed below exceeds eighty per cent (80%) of your monthly earnings before you become disabled. If it does, your benefit is reduced by the excess amount.
- Your income under this plan
- Benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan that are paid directly to you, except for increases that take effect after the benefit period starts

- Loss of income benefits available through legislation, except for Employment Insurance benefits, which you and any other member of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law
- Disability benefits under a plan of insurance available through membership in an association
- Employment income, disability benefits, or retirement benefits related to any employment except an approved rehabilitation plan or program (termination pay and severance benefits are included as employment income under this provision)

Earnings received from an approved rehabilitation plan or program are not used to reduce your LTD benefit unless those earnings, together with your income from this plan and the other income listed above, including any increases in Canada or Quebec Pension Plan benefits that take effect after the benefit period starts, would exceed your indexed monthly earnings before you become disabled. If it does, your benefit is reduced by the excess amount.

Vocational Rehabilitation Benefits

Vocational rehabilitation involves a work-related activity or training strategy that is designed to help you return to gainful employment and a more productive lifestyle. A plan or program will be approved if it is appropriate for the expected duration of your disability and it facilitates your earliest possible return to work.

Survivor Benefit

If you die while LTD income benefits are being paid, Great-West Life will pay three (3) times your monthly LTD benefit to your beneficiary.

Limitations

No benefits are paid for:

- Disability arising from a disease or injury for which you received medical care before your insurance started. The limitation does not apply if your disability starts after you have been continuously insured for one (1) year, or you have not had medical care for the disease or injury for a continuous period of ninety (90) days ending on or after the date your insurance took effect.
- Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition.

Depending on the severity of the condition, you may be required to be under the care of a specialist.

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.

- The scheduled duration of a layoff or leave of absence.
- This does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy.
- Any period after you fail to participate or cooperate in an approved rehabilitation plan or program.
- Any twelve (12) month period in which you do not live in Canada for at least six (6) months.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection, or voluntary participation in a riot.

Conversion Privilege

If you change jobs, you may apply for an individual LTD conversion policy without medical evidence. You must apply and pay the first premium no later than thirty-one (31) days after you start your new job, and you must start your new job no later than six (6) months after you leave your present one. Your application must be acceptable according to Great-West Life's underwriting rules in effect for individual disability insurance conversion policies at the time of application. *See your employer for details.*

How to Make a Claim

Obtain an *Employee Claim Submission Guide* (form M4307B) from your employer and follow the guide's instructions. Return the completed form to your employer as soon as possible, but no later than six (6) months after proof of claim has been requested.

ARTICLE 20 – RETURN TO WORK

Return to Work Programs

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.

Principles Governing the Return to Work Program

The parties agree that:

- (a) they are committed to a voluntary safe Return to Work program that addresses the needs of those able to return to work;

- (b) the program will recognize the specific needs of each individual Employee who participates;
- (c) participation in an established Return to Work program is voluntary for both the Employee and the Employer;
- (d) Employees may enter, withdraw and re-enter the program, and an Employee's participation or non-participation will not be the basis for any disciplinary action;
- (e) participation must include the consent of the Employee's physician;
- (f) an Employee involved in a Return to Work program will be employed in a position that is additional to the Employer's regular number of positions, and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing Employees of the Employer.
- (g) they jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed;
- (h) the Employer shall not have contact with the Employee's physician, without the Employee's consent;
- (i) the Return to Work program will be available to WorkSafeBC claimants, convalescent Employees and injured Employees;
- (j) if necessary, reorientation to the workplace shall be provided for Employees involved in Return to Work who have been off work for an extended period of time.

Establishing Individual Programs

PEA-HESU Chapter and the Employer shall each name a representative responsible for dealing with Return to Work agreements. **PEA-HESU Chapter** representative shall participate without loss of wages. Programs shall be established pursuant to the principles outlined above, and using the following process:

- (a) at the initiative of either the worker or the Employer, the Return to Work representatives shall meet with the worker, ensuring that they have all relevant information to establish an effective Return to Work program for that individual;
- (b) an agreement as to an individual program shall be reached outlining duration, graduation, and any reasonable accommodations or ergonomic adjustments as well as a start and end date for the Return to Work;
- (c) the outlined plan may include modified return to work, graduated return special rehabilitation programs, and/or ergonomic adjustments;
- (d) finalized agreement regarding the foregoing shall be reduced to writing.

Pay and Benefits

An Employee involved in a Return to Work program will receive pay and benefits as set out below:

- (a) Employees who have been approved for Injured-on-Duty leave receive full salary and all benefits pursuant to Article 12.01;
- (b) Employees who are waiting approval of a WorkSafeBC claim, or who have been granted paid sick leave and have accumulated sick leave credits, receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program;
- (c) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WorkSafeBC or LTD claim receive pay and appropriate premiums for all hours worked in the program. Medical, Dental, Extended Health coverage; Group Life and LTD premiums plus Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when worked fourteen point four (14.4) hours or more per week;
- (d) Employees in receipt of LTD benefits are considered disabled and under treatment they will receive pay for all hours worked. The LTD plan will pay for hours not worked at seventy-five per cent (75%) of current salary. Benefits will be reinstated in the same manner as in (c) above, except Group Life and Long-Term Disability Insurance plan premiums may continue to be waived as per the LTD provisions.
- (e) An Employee's participation in a Return to Work program will not adversely affect an Employee's entitlement with respect to Workers' Compensation or Long-Term Disability. 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.

ARTICLE 21 – CONTRACT AMENDMENTS

21.01 Changes or Amendments

Either party desiring to propose changes or amendments to the Wage Schedules or this Agreement shall, during the month of December, give notice in writing to the other party of the changes and amendments proposed.

If agreement thereupon is reached and the changes and amendments that have been agreed to and approved by the respective principals, they shall become effective and shall continue in force as changed or amended as per the terms of the Agreement.

All other provisions of the expired Collective Agreement shall remain the same in the new Collective Agreement except as amended through negotiation, interest arbitration, or any written agreement executed by the parties in which they agree to supplement, amend or alter the Collective Agreement.

21.02 Titles in Agreement

The headings of Sections of this Collective Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

21.03 Savings Clause

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

- (a) the remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement;
- (b) the Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered, and
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the Collective Agreement.

ARTICLE 22 – EFFECTIVE AND TERMINATING DATES

22.01 Effective and Terminating Dates

The Agreement shall be effective from April 1st, **2018** until March 31st, **2021** and will be in force and effect until a new Collective Agreement has been negotiated.

22.02 Printing of the Agreement

The Employer agrees to produce and provide sufficient copies of the Collective Agreement for each bargaining unit member.

ARTICLE 23 – MEDIATION BOARD

Where either party has served written Notice of Amendment under Article 21.01 or Notice of Termination under Article 22.01 of the Collective Agreement, and where the parties have bargained collectively in good faith and have made every reasonable effort to conclude a Collective Agreement but have failed to conclude a Collective Agreement or a renewal or revision of it, either party may elect by written notice to the other party, to resolve the dispute by referring it to a Mediation Board.

The Mediation Board shall be comprised of three members. One member shall be appointed by the Employer, one by **PEA-HESU Chapter**, and a third, who shall be the Chairperson, by the two thus appointed. Failing such appointments within two (2) weeks after either party has given written notice to the other party requiring that such appointment be made, either party may request the Minister of Labour for the Province of British Columbia to make such appointment. The Mediation Board shall have the power to call Mediation Hearings into the dispute and make written recommendations to resolve it.

At any time during the proceedings, both parties, by mutual agreement, may request the Mediation Board to make its recommendations final and binding upon them.

Notwithstanding the foregoing, the Mediation Board may, by a majority thereof, make any of its recommendations final and binding upon the parties. In deciding whether or not to make any such recommendations final and binding, the Mediation Board shall have regard to:

- (a) the need to maintain appropriate relationships in the terms and conditions of employment under other appropriate collective agreements;
- (b) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, and the responsibility assumed and the nature of the service rendered, and
- (c) any other factor that the Mediation Board considers relevant to the matter in dispute.

No Employee shall strike while the Mediation Board is proceeding, and no person shall declare or purport to authorize a strike during such proceedings.

The Employer, while the Mediation Board is proceeding, shall not lock out any of its Employees.

The Employer shall be responsible for one-half (1/2) of the cost of the Chairperson of the Mediation Board and the cost of its Nominee to the Mediation Board. **PEA-HESU Chapter** shall be responsible for one-half (1/2) of the cost of the Chairperson of the Mediation Board and the cost of its Nominee to the Mediation Board.

At the request of either party, the Mediation Board will meet outside regular work hours.

ARTICLE 24 – WAGES AND TERM OF THE AGREEMENT

24.01 Term of Agreement

The term of the Labour Agreement shall be from April 1st, **2018** to March 31st, **2021**.

24.02 Pay Days

The Employer shall implement and maintain paydays every second Thursday. Employees shall be paid by cheque or direct deposit (at the Employee's option). Where paydays fall on a non-banking day, cheques will be given prior to the established payday. Pay slips will be issued with each paycheque.

All casual Employees who commence employment after the payroll has been prepared will be paid on the next payroll period thereafter.

24.03 Continuance of Wages and Perquisites

In the event of a strike in the hospital industry, all Employees covered by the **PEA-HESU Chapter** certification will continue to receive their full wages and all benefits as set out in this Collective Agreement.

ARTICLE 25 – REPRESENTATIVE CAREER TRACK

PEA-HESU Chapter recognizes the responsibility of the HEU to hire from within its membership and/or internal/external applicants. The HEU has a right to provide training opportunities to its members.

25.01 New Hires

In order to facilitate this hiring process, the parties agree to the following:

- (a) The Representative Career Track is where Employees will be assessed and placed on a scale as per their skills and experience. The scale being:
 - Probation as per Article 6.01 and the Casual Addendum
 - Representative Trainee
 - Representative I
 - Representative II
- (b) New hires on the Representative Career Track will serve a probationary period as per the Collective Agreement in accordance with Article 6.01 and/or Casual Addendum.
- (c) Employees on the Representative Career Track will undergo an assessment and evaluation at 2,808 hours worked (inclusive of the probationary hours **and half of earned CTO**). If successful, **they** will move to the next Representative level.
- (d) If after 2,808 hours worked the Employee has not advanced to Representative I, the Employee will vacate the position. By mutual agreement between the Employer and the Union, this step may be extended by a maximum of 936 hours with ongoing mentoring meetings once a month to address such inefficiencies.

- (e) Representatives who have been successful and have moved to Level I will continue on the Career Track for a further 1,872 hours worked **(including half of earned CTO)** after which they will undergo an assessment and evaluation to identify and focus on strength and weakness with a view to assisting the progression.
- (f) Representatives who have completed 4,680 hours worked **(including half of earned CTO)** after reaching the Representative I level will undergo an assessment and evaluation. If they are successful, they will move to the Representative II level. **Employees who are not successful will have the right to remain at the Representative I level.**
- (g) All Employees on the Representative Career Track must receive regular training, mentoring and evaluations regardless of status.
- (h) All processes in the Representative progression are subject to the provisions of the Collective Agreement.
- (i) At any time throughout the progression process, the Employer may exercise their discretion to shorten the hours worked in each step.

25.02 Career Track Access – Existing Employees

- (a) **Employees that express a formal interest in accessing Article 25 will be provided with access to the education and mentoring necessary (where operationally feasible) to apply for these opportunities.**
- (b) If accepted, the Employee will be relieved from their regular position without loss of pay, benefits or seniority to participate in the aforementioned training opportunity. **Employees** who are deemed qualified will be placed on the Representative casual registry. **Employees** who access casual work shall not become casual Employees and will maintain their regular position and status.
- (c) Occupational seniority lists will be created and **Employees** will accrue seniority in the Representative classification and will be called in order of Representative seniority for work. The Employer shall release **Employees** for Representative work when the opportunity is available on the seniority rotation.
- (d) Staff seniority and Representative seniority will be merged upon appointment to a permanent Representative position.
- (e) Relief vacancies shall be filled in a block until the return of the incumbent. All time worked in relief **Union** positions shall count towards seniority when promoted to a permanent position in the **PEA-HESU Chapter** bargaining unit.

- (f) Where the issue of hours worked versus hours paid arises and causes an unfair advantage for one Employee over another, the parties agree to meet and discuss the issue with a view of a reasonable resolve.

SCHEDULE "A"

CLASSIFICATION AND WAGE SCHEDULES

(a) **All Employees shall receive wage adjustments, as follows:**

April 1, 2018 \$1.30 per hour

April 1, 2019 two per cent (2.0%) increase

April 1, 2020 \$1.00 per hour

(b) Employees who are required to obtain and maintain a First Aid certification will be entitled to a premium of **one hundred and fifty dollars (\$150)** per month. The Employer shall pay for all wages and course fees for those Employees required to obtain or renew their First Aid certification.

(c) The Employer will discuss with **the PEA-HESU Chapter** all positions that are to be excluded from the bargaining unit.

WAGE SCHEDULE

CLASSIFICATION	1-Apr-17	1-Apr-17	1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-19	1-Apr-20	1-Apr-20
	HRLY RATE	MTHLY SAL	HRLY RATE INCR \$1.30	MTHLY SAL	HRLY RATE INCR 2.0%	MTHLY SAL	HRLY RATE INCR \$1.00	MTHLY SAL
ACCOUNTANT	44.50	6,942.00	45.80	7144.80	46.72	7288.32	47.72	7444.32
ACCOUNTING CLERK	32.72	5,104.32	34.02	5307.12	34.70	5413.20	35.70	5569.20
ADMINISTRATIVE ASSISTANT	32.72	5,104.32	34.02	5307.12	34.70	5413.20	35.70	5569.20
ASSISTANT TO THE PRESIDENT	46.35	7,230.60	47.65	7433.40	48.60	7581.60	49.60	7737.60
BUILDING SERVICES PERSON I	27.48	4,286.88	28.78	4489.68	29.36	4580.16	30.36	4736.16
BUILDING SERVICES PERSON II	29.03	4,528.68	30.33	4731.48	30.94	4826.64	31.94	4982.64
COMMUNICATIONS ASSISTANT	40.90	6,380.40	42.20	6583.20	43.04	6714.24	44.04	6870.24
COMMUNICATIONS OFFICER	50.87	7,935.72	52.17	8138.52	53.21	8300.76	54.21	8456.76
DATA ADMINISTRATOR	34.76	5,422.56	36.06	5625.36	36.78	5737.68	37.78	5893.68
DATA MANAGEMENT & COMPLIANCE OFFICER	50.87	7,935.72	52.17	8138.52	53.21	8300.76	54.21	8456.76
DIRECTORS	58.02	9,051.12	59.32	9253.92	60.51	9439.56	61.51	9595.56
EQUITY OFFICER	50.87	7,935.72	52.17	8138.52	53.21	8300.76	54.21	8456.76
GRAPHIC DESIGNER	40.90	6,380.40	42.20	6583.20	43.04	6714.24	44.04	6870.24
IN-HOUSE LEGAL COUNSEL	55.18	8,608.08	56.48	8810.88	57.61	8987.16	58.61	9143.16
INTERMEDIATE ACCOUNTING CLERK	36.65	5,717.40	37.95	5920.20	38.71	6038.76	39.71	6194.76
INTERMEDIATE PAYROLL CLERK	36.65	5,717.40	37.95	5920.20	38.71	6038.76	39.71	6194.76
LEADHAND, PHOTOCOPY, MAIL & SUPPLIES	33.99	5,302.44	35.29	5505.24	36.00	5616.00	37.00	5772.00
LIBRARIAN	46.35	7,230.60	47.65	7433.40	48.60	7581.60	49.60	7737.60
ORGANIZER I	46.11	7,193.16	47.41	7395.96	48.36	7544.16	49.36	7700.16
ORGANIZER II	50.87	7,935.72	52.17	8138.52	53.21	8300.76	54.21	8456.76
PAYROLL CLERK	32.72	5,104.32	34.02	5307.12	34.70	5413.20	35.70	5569.20
PRESS OPERATOR	35.99	5,614.44	37.29	5817.24	38.04	5934.24	39.04	6090.24
REP/ORGANIZER	42.27	6,594.12	43.57	6796.92	44.44	6932.64	45.44	7088.64
REPRESENTATIVE I	46.11	7,193.16	47.41	7395.96	48.36	7544.16	49.36	7700.16
REPRESENTATIVE II	50.87	7,935.72	52.17	8138.52	53.21	8300.76	54.21	8456.76
REPRESENTATIVE III	55.18	8,608.08	56.48	8810.88	57.61	8987.16	58.61	9143.16
RESEARCH ANALYST	50.87	7,935.72	52.17	8138.52	53.21	8300.76	54.21	8456.76
RESEARCH ASSISTANT	40.36	6,296.16	41.66	6498.96	42.49	6628.44	43.49	6784.44
SENIOR ADMINISTRATIVE ASSISTANT	34.76	5,422.56	36.06	5625.36	36.78	5737.68	37.78	5893.68
SENIOR ACCOUNTANT	50.66	7,902.96	51.96	8105.76	53.00	8268.00	54.00	8424.00
SYSTEMS ADMINISTRATOR	41.59	6,488.04	42.89	6690.84	43.75	6825.00	44.75	6981.00
SENIOR SYSTEMS ADMINISTRATOR	46.35	7,230.60	47.65	7433.40	48.60	7581.60	49.60	7737.60
TEAM LEAD - IT	50.66	7,902.96	51.96	8105.76	53.00	8268.00	54.00	8424.00
TEAM LEADER	55.18	8,608.08	56.48	8810.88	57.61	8987.16	58.61	9143.16

**Wage Differential for Evening Shift 1.20

ADDENDUM I – CASUAL EMPLOYEES

1. Casual Employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time Employees. Without eliminating the generality of the foregoing, the Employer may call casual Employees to perform the following work:
 - (a) Vacation relief
 - (b) Sick Leave relief
 - (c) Education relief
 - (d) Maternity Leave relief
 - (e) Compassionate Leave relief
 - (f) Union Business Leave relief
 - (g) Education Leave relief
 - (h) Such other relief as is provided by the Collective Agreement, or
 - (i) In an instance where additional resources are required for a temporary campaign or temporary assignment

2. Casual Employees shall be called in to work in order of their seniority provided that they are registered to work in a job classification and a job site applicable to the work required to be done. A casual Employee shall be entitled to register for work in any job classification, where they have met the required qualifications.

Notwithstanding the foregoing, where the Employer has identified that the senior casual does not meet the particular and/or distinct needs of the assignment, the Employer will provide **PEA-HESU Chapter** with their rationale at the time of calling the junior casual.

3. Where it appears that the regular Employee whose position is being filled by a casual Employee will not return to **their** position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Article 6.11.
4. A casual Employee who is appointed to fill a position under Section 3 shall not become a regular Employee. A casual Employee shall become a regular Employee only by successfully bidding into a permanent vacancy.
5. Regular Employees from the “industry” who work for an Employer within either the Facilities or Community association who work for HEU as a casual Employee will remain on their industry-employer payroll wherever possible for purposes of wages, health and welfare benefits, LTD and pension. The HEU will reimburse the Employer for such wages and benefits. HEU will pay the casual Employee a benefit allowance based on premium cost. Calculations will be made to determine the premium cost.

Other regular Employees from the “industry” working for HEU as a casual Employee who have a health and welfare benefit plan that meets the same standard as the Facilities Agreement will remain on their industry-employer payroll, wherever possible for the

purposes of wages, health and welfare benefits, LTD and pension. The HEU will reimburse the Employer for such wages and benefits. HEU will pay the casual Employee a benefit allowance based on premium cost. Calculations will be made to determine the premium cost.

In any other circumstance, casual Employees will come directly onto the HEU/ **PEA-HESU Chapter** health and welfare benefit plan.

HEU members from the “industry” working for HEU as casual Employees in the circumstance will have their wages and pension contributions topped up.

Where an Employee does not have access to the Municipal Pension Plan, both the Employer and the Employee will make RRSP contributions equal to that of the Municipal Pension Plan.

Any dispute regarding the interpretation of Section 5 above will be discussed between the parties. Where a resolution cannot be found, the issue will be immediately referred to Chris Sullivan as a Troubleshooter.

6. Casual Employees are entitled to all the benefits of this Agreement except the following:

- (a) Portability
- (b) Tech Change
- (c) Employee Notice of Termination
- (d) *Scheduling Provision
- (e) *Vacation entitlement after six (6) months
- (f) *Compassionate Leave
- (g) *Special Leave
- (h) *Sick Leave, Injury-on-duty
- (i) Education Leave
- (j) *Jury Duty
- (k) Leave – unpaid
- (l) *Maternity Leave allowance and Parental LOA
- (m) *Adoption LOA
- (n) Retirement Allowance
- (o) Moving Expenses
- (p) Early Retirement
- (q) Deferred Income
- (r) Statutory Holiday
- (s) Job Sharing

* Casuals working in a posted position will be entitled to these benefits.

7. Casual Employees shall accumulate seniority on the basis of the number of hours worked.

8. The manner in which casual Employees shall be called to work shall be as follows:
 - 1) the Employer shall maintain:
 - a) a Master Seniority List;
 - b) a Casual Regional Classification Registry for each job classification registry within a region. Each casual regional classification registry shall list those casual Employees who have been qualified to work in each region in descending order of seniority.
 - (i) casual Employees can register for more than one registry;
 - (ii) in the event there are no qualified casual Employees available on a Casual Regional Classification Registry, the Employer may offer the work to a casual Employee from another region and will call in order of seniority from the Master Seniority List;
 - (iii) where an Employee is called to work in a region other than where they have been registered, the Employer will pay all costs in accordance with the Collective Agreement.
 - 2) The Employer shall call only those casual Employees who are registered in the Casual Regional 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. If contact is not made, the Employer shall wait two (2) hours before calling the next casual on the list.
 - 3) All such calls shall be recorded in the log book maintained for that purpose, which shall show the name of the Employee called, the time the call was made, the job required to be done, whether the Employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call.

In the event of a dispute, **PEA-HESU Chapter** shall have reasonable access to the log book and shall be entitled to make copies.

9. Casual Employees shall not be dismissed except for just and proper cause.
10. Casual Employees may be laid off from the casual list in the reverse order of seniority, where it becomes necessary to reduce the work force due to economic circumstances. Such Employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the workforce.

11. Casual Support Staff shall serve a probationary period of 455 continuous hours (60 work days) or 600 total hours, whichever comes first. On a go-forward basis, under the 72-hour nine-day fortnight schedule, casual Support Staff shall serve a probationary period of 468 continuous hours or 617 hours, whichever comes first.

Representative and Organizer casual staff shall serve a probationary period of 936 continuous hours (130 work days) or 1,236 total hours, whichever comes first.

12. Where a casual Employee has successfully completed a probationary period and posts into a regular position, such Employee shall not be required to serve another probationary period.
13. Casual Employees shall receive thirteen per cent (13%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
14. Regular Employees may transfer to casual status. Such Employees shall maintain all accumulated seniority and benefits. Regular Employees who transfer to casual status will only be able to access those benefits in accordance with the Casual Addendum. Other benefits will be frozen and re-activated only when the Employee posts into a regular position.
15. Regular part-time Employees may be registered for casual work under this section.

Sick leave credits accumulated under the provisions of Article 12.01 of the Collective Agreement may be used by regular part-time Employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignment which the Employee has not yet commenced.

ADDENDUM II – PROTOCOL AGREEMENT COMPLAINTS INVESTIGATION PROCEDURES

Complaints Investigation Procedures

Commitment

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

Definition of Harassment and Bullying

Harassment and bullying are expression(s) of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control. The *B.C. Human Rights Code* prohibits harassment in the form of discrimination because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, **gender identity or expression**, age or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

Harassment and bullying are any unwelcome action(s) by any person, in particular, by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults, or degrades another person. Unwelcome or unwanted in this context means any actions, which the harasser knows or reasonably ought to know, are not desired by the victim of the harassment.

Sexual harassment is any unwanted sexual attention, whether verbal or physical, that affects an Employee's job, conditions or creates a "hostile" working environment such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

Complaints Options

An Employee who has a complaint about harassment has the following options:

- (a) follow the grievance procedure under Article 4.06;

- (b) file a complaint with the B.C. Human Rights Tribunal for harassment prohibited under the *B.C. Human Rights Code*;
- (c) refer the complaint to the Complaints Investigation process outlined below;
- (d) initiate criminal proceedings, where appropriate.

Complaints Investigation

An Employee who complains of harassment may refer the complaint to either one or other of the following processes:

- (a) where the complaint pertains to the conduct of an Employee within **PEA-HESU Chapter** bargaining unit, it shall be referred to Ana Mohammed, or mutually agreed to by the parties (Complaints Investigator);
- (b) where the complaint pertains to the conduct of a person not in **PEA-HESU Chapter** bargaining unit, it shall be referred to Gwen Brodsky, or mutually agreed to by the parties (Complaints Investigator);

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

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

A complaint procedure must be flexible to apply to all situations. It must be immediately available, totally confidential initially and provide a mechanism for investigation. It must consider penalties for harasser and remedies for victims.

For the purposes of this agreement, the Complaints Investigator includes that Investigator's Assistant(s) and/or staff.

- (c) In an environment of confidentiality, **PEA-HESU Chapter** member and the Complaints Investigator will review the definition of sexual or other harassment. The Complaints Investigator will outline the complaint procedure.
- (d) The Complaints Investigator will discuss alternative courses of action with the complainant. The complainant may wish to discuss the issue directly with the harasser (with the option of support from the Complaints Investigator) in order to arrive at a solution or the preference may be to begin an investigation. Alternatively, the complainant may wish to consider the matter further, initiate a grievance or stop the process.

- (e) At the request of the complainant, a formal investigation will be undertaken. At this point, it will be necessary to formalize the complaint in writing. When the investigation is begun, the complainant's identity will be made known to the alleged harasser.
- (f) The investigation will be conducted by the Complaints Investigator with the assistance of an independent assistant as **the Complaints Investigator** sees fit. Interviews will be held with the complainant, the alleged harasser and with others as necessary. Both parties are entitled to be accompanied by representatives.
- (g) Once the investigation has been completed, the findings will be discussed with the complainant and the alleged harasser by the Complaints Investigator.
- (h) The Complaints Investigator will make an effort to achieve a resolution of the complaint at this point.
- (i) The Complaints Investigator will submit a written report with any recommendations arising from the complaints. Where changes in the workplace are made necessary because of harassment, the burden of those changes shall be borne by the harasser.
- (j) If the complainant is dissatisfied with the recommendation of the Complaints Investigator, the complaint can be dealt with under the grievance provisions of the Collective Agreement and/or by filing a complaint with the B.C. Human Rights Tribunal.
- (k) The Complaints Investigator may make a written recommendation for an education program to ensure that Employees do have the right to work in an environment free from harassment.
- (l) Once a formal complaint is lodged with the Complaints Investigator, management will cease their investigation, turn over relevant material to the Complaints Investigator and refrain from any discipline until such time as the Complaints Investigator has had an opportunity to complete an objective investigation and prepare a report.
- (m) In emergency situations, the Complaints Investigator may make an interim recommendation, pending the final report. The need for an interim solution must be communicated to all parties prior to any disciplinary action being taken and all parties will have the right to give input to the Complaints Investigator.

ADDENDUM III – CLASSIFICATION ADJUSTMENT REQUESTS

In the event **PEA-HESU Chapter** claims that an Employee is no longer properly classified and/or paid by reason of a material change in duties, responsibilities and/or required qualifications since the Employee's wage rate was settled, including all wage rates awarded by the R.G. Herbert Tribunal, or by reason of having become anomalous through other changes, primarily with classifications and wage rates established and paid by the Employer as a result of the provisions of the Collective Agreement, **PEA-HESU Chapter** shall advise the Employer in writing of the Pay Rate Adjustment Request.

Upon receipt of such advice from **PEA-HESU Chapter**, negotiations to resolve Pay Rate Adjustment Requests shall be held as soon as possible between **PEA-HESU Chapter** and the Employer or **their** delegated representative. Mutually agreed Adjustments shall be effective from the date **PEA-HESU Chapter** advised the Employer in writing of the Pay Rate Adjustment Request.

Classifications and wage rates processed pursuant to Article 2.02 during the term of this Collective Agreement are specifically exempt from this Addendum.

In the event the Pay Rate Adjustment Request is not resolved by negotiation, either party may submit the request to a single Arbitrator as set out in Article 5.01.

ADDENDUM IV – EMPLOYMENT EQUITY

Preamble

The Employer and the Union acknowledge, recognize and support employment equity. Achieving employment equity requires the Employer, in cooperation with the Union, to engage in pro-active employment policies to ensure that the staff reflect the HEU membership. Employment equity practices are part of efforts to achieve a diverse, equitable and inclusive workplace.

Through the employment equity programs, designated group members not only get fair access to jobs, they also have a work environment that encourages and supports them to stay and advance within their workplaces.

Prior to proceeding with any employee equity program or practices, the Employer will consult with the Union.

LETTER OF UNDERSTANDING – ACCRUALS AND PAYOUTS

The HEU and **PEA-HESU Chapter** agree that all accumulated banks – including but not limited to vacation, sick leave and special leave – are accrued at a rate of seven point two (7.2) hours, based on staff working the 72-hour, nine-day fortnight.

It is further agreed that when accessed, those banks will be paid out at a rate of eight (8) hours per work day.

MEMORANDUM OF AGREEMENT – JOB SHARING

Preamble

This Memorandum of Understanding establishes provisions for two (2) regular Employees to voluntarily “job share” a single full-time position. Part-time positions may be shared where the Employer and **PEA-HESU Chapter** agree in good faith.

A “Job Sharing Agreement” (JSA) refers to a specific written agreement between **PEA-HESU Chapter** and the Employer. This agreement must be signed before a job sharing agreement can be implemented.

Participation

The parties recognize that involvement in job sharing is voluntary for all parties

The Employer will agree to such requests where it is operationally reasonable to do so.

Employees may initiate a request for job sharing in writing.

Upon approval of a request of job share, a notice will be posted to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified Employees responding exceed the number of positions available, the selection shall be on the basis of seniority.

Job sharers will be within the same classification except where mutually agreed to by the Employer and **PEA-HESU Chapter**.

For the first three (3) months of a JSA, an Employee will be deemed on a qualifying period pursuant to Article 6.03 of the Collective Agreement (**PEA-HESU Chapter**).

Maintenance of Full-Time Positions

Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.

Where a vacancy becomes available as a result of an Employee participating in a JSA, the vacated position shall be treated in accordance with the provisions of the Collective Agreement. The temporary job posting for the position will identify “till return of incumbent.”

A JSA may be cancelled on sixty (60) calendar days’ notice by either the Employer or either job sharer and the job sharers will revert to their previous positions.

Schedules and Job Descriptions

A work schedule and orientation period will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.

The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.

Once established, the portion of hours shared may be altered by mutual agreement of the parties not to exceed full-time hours.

Benefits

As a general principle and unless otherwise revised, the Employees will neither gain nor lose any benefits presently contained in **PEA-HESU Chapter Agreement**.

Each Employee in a JSA will be treated as a part-time Employee for benefit and pension purposes such as vacation, sick leave and special leave.

Each Employee in a JSA must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Relief

Temporary relief for a job sharing position will be determined pursuant to the Collective Agreement. However, where relief is deemed necessary, job sharers will endeavour to relieve for each other where no other relief is available.


Cancel Agreement

Either party may cancel this Memorandum on sixty (60) calendar days' notice, or by mutual agreement.

Signed this 19 day of September 2018.

SIGNATURES FOR PEA-HESU CHAPTER


Melissa Moroz
PEA Representative


Chris Dorais
Chair of the Bargaining Committee


Nina Dhillon
Bargaining Committee


Jackie Paquette
Bargaining Committee


Aleasha Wegner
Bargaining Committee

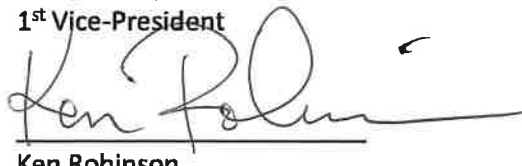

Curtis Anshelm
Bargaining Committee

SIGNATURES FOR THE EMPLOYER


Victor Elkins
President


Donisa Bernardo
Financial Secretary


Barb Nederpel
1st Vice-President


Ken Robinson
2nd Vice-President


Betty Valenzuela
Senior Trustee


Chris Finding
Coordinator of Human Resources

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