

COLLECTIVE AGREEMENT

between the

THE SALVATION ARMY HARBOUR LIGHT DETOX

and the

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

Effective from April 1, 2016 to March 31, 2019

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DEFINITIONS

1. "Employer" means The Salvation Army Harbour Light Detox.
2. "Leave of Absence With Pay" means to be absent from duty with permission and with pay.
3. "Leave of Absence Without Pay" means to be absent from duty with permission but without pay.
4. "Regular Full-Time Employee" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14 - Hours of Work and Scheduling. A regular full-time employee is entitled to all of the benefits outlined in the agreement except where otherwise specified.
5. "Regular Part-Time Employee" means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the agreement on a pro rata basis, except where otherwise specified.
6. "Union" means the B.C. Government and Service Employees' Union.
7. "Common-Law Spouse" shall be defined as two people who have cohabited as spousal partners for a period of not less than one year.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

1.3 Conflict with Rules

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

1.4 Human Rights Code

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

1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment. To that end both parties subscribe to the principles and purposes set out in the Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy. Copies of this policy must be readily available to all employees.

- (b) Types and examples of harassment are defined in the policy and include discriminatory, psychological, sexual and personal harassment, which generally refer to actions which ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work-related purpose. Legitimate management actions conducted in a respectful manner do not constitute psychological harassment.
- (c) The Employer agrees to maintain the Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy, which may include mandatory harassment training. Any changes to the Territorial policy must be discussed with and agreed to by the Union prior to implementation.
- (d) An employee complaining of harassment is encouraged to address their concerns directly with the person(s) engaging in the conduct. If unwilling or unable to resolve the matter in this manner, the complainant may refer the matter to The Salvation Army Harbour Light Detox Human Resources Manager, who will investigate the matter and attempt to resolve the issue informally.
- (e) If the matter is not resolved informally the complainant may either file a formal complaint with BC Divisional Employee Relations/Human Resources or submit the matter to the grievance procedure at Step 2.
- (f) Formal complaints and Step 2 grievances alleging harassment should be submitted in writing within six months of the latest alleged occurrence. Upon receipt of a formal complaint, Divisional personnel shall promptly notify the union staff representative in writing.
- (g) An alleged harasser shall be given notice of the substance of such a complaint under this clause and shall be entitled to union representation. The complainant(s) and any other employee implicated in the complaint through the investigation process shall also be entitled to union representation. All complaints must be treated in strict confidence by all parties at all times.
- (h) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (i) In addition to the procedures outlined above, complainants retain their rights to file complaints directly with the BC Human Rights Tribunal.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
- (1) by mutual agreement between the parties; or
 - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

2.3 Correspondence and Directives

The Employer shall forward to the applicable union designates a copy of:

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select three stewards and one alternate to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or his/her alternate where the steward is absent, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of a steward shall include:
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the

business affairs of the Union. The parties may, at the local level, mutually agree upon another method of notifying employees of union business.

2.8 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off For Union Business

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

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee.
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body.

(c) Leave of absence without loss of pay and with seniority will be granted:

- (1) to stewards or their alternates, to perform their duties pursuant to Clause 2.6 - Recognition and Rights of Stewards;
- (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours.

(d) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (1) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three years;

Such leave shall be renewed upon the request of the Union.

(e) To facilitate the administration of (b) above, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to September 9, 1992, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after September 9, 1992 shall, as a condition of continued employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECK-OFF AND UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
 - Employee surname and first name
 - Employee Number, if applicable
 - Home Worksite
 - Collective Agreement Employer
 - Job classification
 - Sex
 - Gross pay
 - Dues amount deducted

- (e) The above information may be supplied electronically or by hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.
- All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.
- (g) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).
- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) New employees shall also be provided with:
- (1) the name, location and work telephone number (if applicable) of the steward; and
 - (2) an authorization form for union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.
- (d) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

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

Stewards shall be compensated for such meetings in accordance with Clause 7.4(b) - Union/Management Committee.

- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

ARTICLE 6 - EMPLOYER'S RIGHTS

- (a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.
- (b) The Union agrees that all employees shall be governed by all rules, policies and procedures as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules, policies and procedures are not in conflict with this agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Representatives

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

7.3 Technical Information

Upon written request by the Union, but not more than twice per calendar year, the Employer agrees to provide the following information relating to employees in the bargaining unit:

- list of employees and status;
- gender;
- job titles;
- job descriptions;
- mailing address;
- home telephone number;
- birthdate;
- home email (if known);
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.)

The Union may request other information relating to employees in the bargaining unit that it requires from the Employer.

7.4 Union/Management Committee

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

7.5 Timelines During December 24th and January 2nd

All timelines in Article 8 - Grievances and Article 9 - Arbitration, shall be suspended between December 24th and January 2nd inclusive.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 - Step 2, not later than 14 calendar days after the date:

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

8.4 Step 2

Subject to the time limits in Clause 8.3 - Time Limits to Present Initial Grievance, the employee may present a grievance at this level by:

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

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

The union designate may present, or meet with the employer designate to discuss, the grievance and the proposed remedy at Step 3:

- (a) within 14 calendar days after the Step 2 decision has been conveyed to him/her by the employer designate; or
- (b) within 14 calendar days after the employer designate's reply was due.

8.7 Time Limit to Reply at Step 3

The employer designate will respond in writing to the Union within 14 calendar days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this article, the Union may submit the dispute to arbitration or expedited arbitration under Article 9 - Arbitration. Such referral shall be done within:

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

8.9 Dismissal or Suspension Grievances

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

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

8.10 Policy Grievance

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the employer designate or the Union within 30 calendar days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, the dispute may be submitted to arbitration by either party as set out in Article 9 - Arbitration.

8.11 Amending Time Limits

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

8.12 Technical Objections to Grievances

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party of its desire to submit the difference to arbitration as per Clause 8.8 - Time Limit to Submit to Arbitration.
- (b) All referrals to arbitration shall be by certified mail, email, facsimile or courier.
- (c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within 14 calendar days, assign an arbitrator from the mutually agreed upon list of arbitrators, or a substitute mutually agreed to, and set a date for the hearing.
- (b) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

9.3 Arbitration Procedure

The Arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

9.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven calendar days.

9.6 Expenses of the Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

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

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

(b) Those grievances that are suitable for expedited arbitration pursuant to (a) above shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be mutually agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties and will be at a location central to the geographic area in which the dispute arose.

(c) Once a grievance has an expedited arbitration date the party that bears the onus for the grievance will provide all particulars and documents in their possession relating to the grievance. Disclosure must be provided no later than 30 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. The responding party must provide disclosure no later than 20 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. This requirement does not preclude further disclosure of particulars and documents up to and including the expedited arbitration date.

(d) After the expedited arbitration date has been set, and no later than 15 calendar days prior to the expedited arbitration date, either party may, upon providing written notification to the other party and to the administrators, remove the matter from expedited arbitration and refer it to arbitration.

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

(f) The parties shall make every effort to make use of an agreed to statement of facts.

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

(h) The parties agree to make limited use of authorities during their presentations.

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

- (j) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code* or a *Labour Relations Code* provision of similar effect.
- (k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. The expedited arbitrators will be advised to include these statements at the beginning of their reports.
- (l) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (m) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (n) The expedited Arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties.
- Bob Pেকেles
 - Judi Korbin
 - Chris Sullivan
 - Stan Lanyon, QC
 - David McPhillips
 - Joan Gordon
 - Mark Brown
 - Vincent L. Ready
 - Joan McEwen
 - Ron Keras
- (o) It is not the intention of either party to appeal a decision of an expedited arbitration.

9.9 Suspension Over 10 Days or Termination Hearing

- (a) Within two weeks after an arbitrator has been assigned under Clause 9.2 - Assignment of Arbitrator, the parties may mutually agree to refer grievances related to suspensions of over 10 days duration and terminations to resolution process that includes one day of mediation followed by arbitration if the grievance remains unresolved at the mediation.
- (b) If the parties agree to mediation they must decide, by mutual agreement, to use the assigned arbitrator or assign another person as the mediator within the timeframe in Clause 9.2 - Assignment of Arbitrator.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

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

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand; or
 - (3) adverse reports.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. In cases where disciplinary documents relate to resident or patient abuse, the 18-month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and maternity leave.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Performance Evaluations

- (a) It is understood that Annual Performance Reviews are intended for personal development and therefore will not be used for disciplinary purposes. Where the Employer has concerns about work performance and behaviour, which require documentation for progressive disciplinary purposes, a separate letter of employer concern and/or employee warnings will be issued to the employee and are subject to the grievance procedure.
- (b) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review and sign the evaluation.
- (c) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.
- (d) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (e) An employee shall receive a copy of his/her evaluation at time of signing.
- (f) All performance evaluations shall be carried out in a confidential manner.

10.5 Personnel File

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given.
- (b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

10.6 Right to Have Steward Present

- (a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise his/her right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

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

10.8 Confidentiality

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

- (1) paid holidays;
- (2) paid vacation;
- (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
- (4) paid sick leave;
- (5) any absence covered by medical employment insurance or compassionate care employment insurance;
- (6) union leave;
- (7) maternity, parental and adoption leave;
- (8) other approved paid leaves of absence.

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

11.2 Seniority List

A current service seniority list for employees will be provided by the Employer to the Union biannually in June and December, at which time the Employer will advise the Union of the names of employees whose employment has ceased since the last seniority list.

11.3 Loss of Seniority

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

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

11.4 Re-Employment

- (a) A regular employee who voluntarily resigns his/her employment and within 60 calendar days is rehired as a regular employee shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.
- (b) A regular employee who voluntarily resigns his/her employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the

Employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least three years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination;
- (3) the break in service shall be for no longer than three years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

11.5 Temporary Work Outside the Bargaining Unit

The Employer may offer full-time or part-time work outside the bargaining unit to qualified bargaining unit employees, in the event that there are no excluded employees available to perform the work. In such cases, the Employer will inform the Labour Management Committee of the excluded position, the bargaining unit member, and the expected length of the assignment.

Bargaining unit members who accept temporary work outside of the bargaining unit shall suffer no loss of seniority and continue to accrue seniority for up to six months. Members who choose to continue in a temporary assignment outside the bargaining unit shall not lose seniority, but shall not accrue seniority beyond six months.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

If a vacancy or a new job is created within the bargaining unit the following shall apply:

- (a) If the vacancy or new job has a duration of 60 calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information.
- (b) If the vacancy is a temporary one of less than 60 calendar days, the position shall not be posted and instead shall be filled by the most senior, available, qualified casual employee, including regular part-time employees registered for casual work.

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

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

- (a) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

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

12.3 Application from Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, bereavement leave, education leave, maternity, parental or adoption leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence, without causing undue delay to the hiring process.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to 12.1 (Job Postings and Applications) above. Temporary appointments shall be limited to two months duration. An appointment may be extended by mutual agreement between the parties.

12.5 Notice to Union

One copy of all postings shall be sent to the union stewards and the staff representative at the time of posting.

12.6 Notice of Successful Applicant

(a) The Employer shall, within three calendar days of the appointment, inform all applicants and the stewards of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy, or new job was posted. The Employer shall also advise whether the successful candidate is an external hire.

(b) Upon written request (received within seven calendar days of being advised of the results), an unsuccessful applicant from within the bargaining unit will be given the reasons why they were unsuccessful. Such reasons shall be in writing and provided with seven calendar days of the receipt of the request.

12.7 Grievance Investigation

(a) Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance procedure in Article 8 - Grievances, of the agreement, within seven calendar days of being notified of the results.

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

12.8 Selection Criteria

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

12.9 Probationary Period

- (a) For the first three calendar months of continuous service with the Employer, an employee shall be a probationary employee. The probationary period for part-time employees will be equal to three calendar months of full-time (485 hours), but in any event will not exceed six calendar months. By written mutual agreement between the Employer and the Union, the probationary period may be extended to a maximum of three calendar months (prorated for part-time employees) provided written reasons are given for requesting such extension.
- (b) During the probationary period, an employee may be terminated for just cause. The test for just cause for rejection during probation shall include a test of suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description). If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- (c) Upon successful completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

12.10 Qualifying Period

- (a) If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or perquisites. The qualifying period for part-time employees will be equal to three calendar months of full-time hours, but will not exceed six calendar months.
- (b) If an employee is found unsatisfactory in the new position during the qualifying period, the employee shall be returned to his/her former position, providing it still exists, without loss of seniority and to their former wage rate. Should the former position not exist, the employee will be placed in an equivalent vacant position and will have the ability to exercise their rights under Article 13 - Labour Adjustment and Technological Change should there be no vacancy.
- (c) Any other employee, affected by the above will follow the same procedure as outlined above.
- (d) An employee who requests to be returned to his/her former position during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined above.
- (e) The qualifying period may be waived by mutual agreement between the Union and the Employer.

ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

13.1 Job Training

At the request of either the Employer or the Union, the parties shall meet in accordance with Clause 7.4 - Union/Management Committee, for the following purposes:

- (a) planning training programs for those employees affected by technological change;
- (b) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;

- (c) planning training programs for those employees affected by new methods of operation;
- (d) planning training programs in the area of general skills upgrading.

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

13.2 Definition of Displacement

- (a) Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.
- (b) Where notice of displacement or layoff actually results in a layoff, and prior to a layoff becoming effective, a copy of such notice shall be provided to the designated union representative within 24 hours of the time it is provided to the employee.

13.3 Bumping

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

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

The Unions will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally. Accordingly, employees exercising a right to bump must advise the Employer of their intention to bump within seven days of receipt of the Employer's current seniority list.

13.4 Layoff Notice

- (a) The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:
 - (1) an employee who has not completed the probation period - two weeks' notice;
 - (2) an employee who has completed the probationary period - four weeks' notice;
 - (3) three or more years' seniority - one additional week per year to a maximum of eight weeks.

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

13.5 Retention of Seniority

- (a) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to

report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Clause 13.3 - Bumping, of this agreement.

(b) During a laid off employee's recall period, he/she shall be entitled to register for casual work for the duration of the recall period. Registration shall be in accordance with Article 28 - Casual Employees. Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

13.6 Contracting Out

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

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Continuous Operation

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day.

14.2 Hours of Work

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

(b) Except as otherwise provided in this article, the base day will be seven and one-half hours for the purpose of calculating the accrued benefit credit banks.

(c) Employees shall not be required at any time to work more than six consecutive shifts, and employees shall not receive at any time less than two consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16 - Overtime.

(d) The current 12-hour workday modified hours of work agreement will be maintained unless there is mutual agreement between the Employer and the Union to change the agreement. Information Appendix 4 contains information related to rotations and conversion of benefits applicable to the 12- hour workday.

(e) New extended hours, modified or flextime schedules may only be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include details of the agreed schedule.

14.3 Scheduling Provisions

(a) The Employer shall arrange the times of all on-duty and off-duty shifts, including days in lieu of paid holidays pursuant to Clause 17.8 - Scheduling of Lieu Days, and post these at least 14 calendar days in advance of their effective date.

(b) There shall be a minimum of 12 consecutive hours off-duty between the completion of one work shift and the commencement of the next.

- (c) When it is not possible to schedule 12 consecutive hours off-duty between work shifts, all hours by which such changeover falls short of 12 consecutive hours shall be paid at overtime rates in accordance with Article 16 - Overtime.
- (d) If a written request for a change in starting time is made by an employee which would not allow 12 consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of 14 calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 16 - Overtime. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three different shifts in any six consecutive day period posted in their work schedules.

14.4 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it may be necessary for an employee to perform work not normally required in his/her job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

14.5 Rest Periods

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

14.6 Meal Periods

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

14.7 Definition of Shifts and Shift Premiums

- (a) Identification of Shifts:

(1) "Afternoon shift" is any shift in which 50% or more occurs between 4 p.m. and 12 midnight.

- (2) "*Night shift*" is any shift in which 50% or more occurs between 12 midnight and 8:00 a.m.

14.8 No Split Shifts

Employees shall not be required to work split shifts without the agreement of the Union.

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.1 New and Changed Positions

(a) When a new or substantially altered job category covered by this agreement is introduced, the wage rate and job description shall be given to the Union. The job descriptions presented to the Union shall become the recognized job descriptions until written notice of objection is given by the Union within 30 calendar days. Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:

- (1) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
- (2) the job is properly remunerated in relation to the existing wage schedule; and
- (3) any qualifications established for the job are relevant and reasonable.

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

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Overtime Compensation

(a) Employees requested to work in excess of the normal daily full shift hours as outlined in Clause 14.2 - Hours of Work, or after eight hours in a day or 40 hours in a week for CHWs excluding live-in and overnight shifts, or who are requested to work on their scheduled off-duty days, shall be paid the rate of time and one-half of their basic hourly rate of pay for the first two hours of overtime on a scheduled workday and double-time thereafter or on a day of rest.

(b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in

specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

16.3 Overtime on Day Off

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

16.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 17 - Paid Holidays, the employee shall be paid overtime at the rate of time and one-half times the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

16.5 Overtime Pay

Overtime pay shall be paid to the employee on the next paycheque after the expiration of the pay period in which the overtime was earned except as provided in Clause 16.6 - Compensating Time Off, below.

16.6 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within 24 calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the 24 calendar week period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

16.7 Overtime Meal Allowance

An employee who works two and one-half hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of \$7. One-half hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

(a) This clause shall not apply to part-time employees until the requirements of Clause 16.9 - Overtime for Part-Time Employees, have been met.

(b) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times or period of availability for a normal workday.

16.8 Right to Refuse Overtime

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

16.9 Overtime for Part-Time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is requested to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.10 Rest Interval After Overtime

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

16.11 Callback

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work, 52¢ per kilometre from the employee's home to the Employer's place of business and return. The minimum allowance shall be \$4.

16.12 Scheduling of Overtime

(a) The Employer will make significant efforts to accommodate regular employees who indicate they would prefer not to work overtime. Overtime shall be allocated equitably within each department.

(b) Where the Employer requires an employee to work overtime, the employee must inform the Employer if they will incur any additional costs (e.g. childcare, transportation). The Employer will reimburse the employee for reasonable additional costs.

(c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reason for declines. Such records shall be available for viewing by all employees.

(d) A list of overtime worked, by classification series, shall be posted monthly in each department.

(e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

ARTICLE 17 - ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day

Victoria Day	Christmas Day
Canada Day	Boxing Day

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

17.2 Holidays Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.
- (b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half for all hours worked.

17.4 Holiday Falling on a Scheduled Workday

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

17.5 Holiday Coinciding with a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Alternative Days Off

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

17.8 Scheduling of Lieu Days

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

ARTICLE 18 - VACATION ENTITLEMENT**18.1 Annual Vacation Entitlement**

- (a) "Vacation year" for the purpose of determining vacation entitlement is the calendar year.
- (b) A regular full-time employee shall be entitled to vacation in each year as follows:

Vacation Years	Workdays of Vacation
1 st to 4 th	15
5 th	19
6 th to 9 th	20
10 th	24
11 th to 14 th	25
15 th	29
16 th to 19 th	30
20 th	34
21 st or more	35

- (c) A regular part-time employee shall earn vacation on a pro rata basis.

18.2 Vacation Period

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

18.3 Vacation Earnings for Partial Years

In the case of partial years of service, vacation entitlement shall be computed on a pro rata basis.

18.4 Vacation Pay

- (a) Vacations shall be paid at an employee's basic pay.
- (b) Once per calendar year, upon 15 working days' written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period.

18.5 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
- (c) Vacations shall be granted on the basis of seniority within a department subject to the approval of the Employer, provided that the following shall apply:
- (1) the Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
 - (2) at least one block of vacation shall be at least five days in duration.
- (d) Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all

other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

(e) Vacation schedules shall be circulated for staff application by March 31st each year within each department and the completed schedule shall be posted by April 30th.

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

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

(h) It will be the responsibility of the supervisor to post the schedule and notify absent employees.

(i) An employee who does not exercise his/her seniority rights within one week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(j) An employee who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise his/her seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(k) An employee who is transferred at the request of the Employer shall have his/her vacation as originally scheduled, unless changed by mutual agreement.

18.6 Vacations Non-Accumulative

(a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

(b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Clause 18.1 - Annual Vacation Entitlement.

18.8 Reinstatement of Vacation Days - Sick Leave

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

(b) An employee intending to claim displaced vacation leave due to illness must advise the Employer and provide a doctor's report covering the period of sickness within seven calendar days of returning to work. Where the leave will be extended due to continued sickness of the employee, the employee will be responsible to advise the immediate supervisor prior to their expected return date for scheduling purposes.

18.9 Callback from Vacation

Employees who have commenced their annual vacation shall not be called back to work.

18.10 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's dependant, or where there is no known dependant, to the employee's estate.

ARTICLE 19 - EDUCATION LEAVE**19.1 Courses/Examinations at the Request of the Employer**

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

19.2 In-Service Education

- (a) Employees scheduled by the Employer to attend in-service education seminars or an on-line course on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar/course.
- (b) Employees required by the Employer to attend in-service education seminars or an on-line course on a scheduled day off shall receive compensation for all hours in attendance at the seminar/course in accordance with Articles 14 - Hours of Work and Scheduling and 16 - Overtime.

19.3 Leave Without Pay

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

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give six calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.
- (c) The Employer shall provide written reasons for the denial of leave pursuant to (a) above.
- (d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in his/her former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise their rights in accordance with Article 13 - Labour Adjustment and Technological Change.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

Definition of immediate family for Article 20 - Special and Other Leave is an employee's parent, stepparent, spouse, common-law spouse, grandparent, grandchild, child, stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. At the employee's option this leave, in whole or in part, may be made available for a final visit to a terminally ill immediate family member. Bereavement leave shall not exceed three working days.

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

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

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

20.2 Jury Duty

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

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

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

20.3 Special Leave

(a) A regular employee shall earn special leave credits with pay up to a maximum of 25 days (i.e., 187½ hours for employers where the full-time workweek is 37½ hours per week) at the rate of one-half day (i.e., 3¾ hours for employers where the full-time workweek is 37½ hours per week) every four weeks (i.e., 150 hours for employers where the full-time workweek is 37½ hours per week).

(b) Special leave credits may be used for the following purposes:

(1) marriage - five days;

(2) parental - one day;

(3) serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days at any one time;

(4) leave of one day may be added to three days' bereavement leave;

(5) leave of three days may be taken for travel associated with bereavement leave;

(6) adoption leave - one day.

20.4 Compassionate Care Leave

Effective April 1, 2010, an employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The eligible employee's BC medical plan, dental plan, extended health plan, LTD and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of eight weeks.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- (d) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

20.5 General Leave

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

20.6 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Clause 2.10 - Time Off for Union Business, shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

20.7 Full-Time Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE**21.1 Maternity Leave**

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under Subsection (a), the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least 14 calendar days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks (or 35 consecutive weeks in the case of a birth mother who takes leave under Clause 21.1 - Maternity Leave) without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks' (or 35 weeks in the case of a birth mother who has taken leave under Clause 21.1 - Maternity Leave) parental leave between them.
- (c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 21.1(b) - Maternity Leave. In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (d) Parental leave shall commence:
 - (1) in the case of a mother, immediately following the end of the maternity leave taken under Clause 21.1 - Maternity Leave, unless the Employer and the employee agree otherwise;

- (2) in the case of the "*other parent*" following the birth of the child and within the 52 week period after the birth date. The "*other parent*" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition 7.
- (3) in the case of an adopting parent, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Clause 21.1 - Maternity Leave, and Clause 21.2 - Parental Leave, is limited to 52 weeks plus any additional entitlements provided under Clause 21.1(f) - Maternity Leave, and/or Clause 21.2(e) - Parental Leave, preceding.

21.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 18 - Vacation Entitlement and 24 - Health Care Plans. The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

21.5 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise his/her rights in accordance with Article 13 - Labour Adjustment and Technological Change.
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Subsection (a).

ARTICLE 22 - ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.

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

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

22.2 Client Information

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

22.3 Occupational Health and Safety Committee

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

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

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

(d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* or regulations.

(e) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board and/or other sources to provide information to the committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

(f) The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

(g) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information,

manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

The Employer will promote processes that provide the most effective ways to safely perform work. These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, care design and redesign for clients, sufficient staffing, and in services/team meetings. The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to make recommendations on these measures, supported by available resources (e.g., from WCB).

(h) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

22.4 Aggressive Behaviour

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer shall provide employees with information in its possession regarding a client or resident which is necessary for the employee to safely carry out his/her duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 4.28 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

(d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident. Leave to attend such a session will be without loss of pay.

22.5 Vaccination and Inoculation

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

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be

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

22.6 Video Display Terminals

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

22.7 Transportation of Accident Victims

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

22.8 Injury Pay Provision

- (a) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her scheduled and assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.
- (b) Employees eligible for sick leave coverage pursuant to Article 27 - Sick Leave, shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee.

22.9 Investigation of Accidents

- (a) Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.
- (b) Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one union occupational health and safety committee member or, if not available, a union steward, and one employer representative.
- (c) Copies of the accident investigation reports must be forwarded without undue delay to the Occupational Health and Safety Committee.
- (d) In the event of a work related employee fatality, the Employer shall notify the union designate of the nature and circumstances of the accident as soon as possible.

22.10 Employee Workload

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety related workload concerns to the Occupational Health and Safety Committee for investigation under Clause 22.3 - Occupational Health and Safety Committee.

22.11 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to the *Workers Compensation Act*.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

22.12 Hygiene**(a) Hygiene Facilities**

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

(b) Communicable Diseases

(1) The parties to this agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person known by the Employer to have a communicable disease, the Employer shall advise such employees that such person and/or possessions may be so affected.

(2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.

(3) In respect of communicable diseases, the parties agree to review and establish policies on issues including:

(i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(ii) post-exposure protocols.

(4) The parties agree that the BC Centre for Disease Control may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the parties.

(5) Where any costs, including vaccinations, are incurred by a recommendation of the parties or recommendations of the Centre for Disease Control, it shall be borne by the Employer.

22.13 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.14 Training

Where an employee is required by the Employer to attend a course for the purpose of health and safety training, there shall be no loss of pay on the part of the employee.

The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

22.15 Check-in

The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

ARTICLE 23 - MUNICIPAL PENSION PLAN

Effective the start of the first full pay period after April 1, 2006, all regular full-time employees on staff, and all other employees who meet the eligibility criteria referenced below, will be enrolled in the Plan, unless eligible employees signed a waiver as required by the implementation date (April 1, 2006). The waiver will be maintained on the employee's personnel file.

For employees hired on or after April 1, 2006:

- (a) Regular full-time employees shall be enrolled in the Municipal Pension Plan upon completion of their probationary period, and shall continue in the Plan as a condition of employment.
- (b) Regular Community Health Workers in positions with of weekly posted hours of 35 to 40 shall be enrolled in the Municipal Pension Plan upon completion of their probationary period, and shall continue in the Plan as a condition of employment. For the purposes of this article only, such Community Health Workers will be deemed to be regular full-time employees.
- (c) Regular part-time employees and casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the *Pension Benefits Standards Act* and the Municipal Pension Plan Rules. The Rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years shall be enrolled in the Plan. This Rule will not apply when an employee covered by this section completes and provides a written waiver to the Employer declining participation in the plan. The waiver will be maintained on the employee's personnel file.

ARTICLE 24 - HEALTH CARE PLANS

24.1 BC Medical Plan

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

24.2 Dental Plan

- (a) Employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months'

participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

(b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.

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

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

24.3 Extended Health Plan

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

(b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$350 every 24 months and the allowance for hearing aids will be \$600 every 48 months.

(c) The plan shall be comparable to the extended health plan provided by the employers covered by the Facilities Subsector Agreement through the Healthcare Benefit Trust (Refer to Information Appendix 2 [Summary of HBT or another provider coverage]).

(d) Effective April 1, 2013, dispensing fees will be capped at Pharmacare rates (January 2013 rate is \$10).

(e) Effective April 1, 2013, each eligible employee will be provided with an EHC bluenet card (or equivalent).

24.4 Group Life Insurance

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

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

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

24.5 Dependants

An eligible dependant for the purposes of this article is one who is so classified for income tax purposes.

24.6 Long-Term Disability

(a) The Employer shall provide a long-term disability insurance plan. An early intervention program will be implemented in accordance with Memorandum of Agreement 1 - Early Intervention Program.

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

- (c) The plan shall be as provided in Appendix 2 (Long-Term Disability Insurance Plan).
- (d) The Employer shall pay 100% of the premium.

24.7 Commencement of Coverage

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

24.8 Confidentiality of Claim Forms

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

24.9 Employee and Family Assistance Plan

The Employer shall provide an Employee and Family Assistance Program (EAP) for all employees and their eligible dependants.

ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY

25.1 Return of Employer Property on Termination

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

25.2 Personal Property Damage

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

25.3 Uniforms

Where the Employer requires a specific uniform for workers, the cost of purchase and maintenance shall be fully covered by the Employer.

25.4 Protective Clothing

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

26.2 Paydays

- (a) Employees shall be paid by direct deposit biweekly on Fridays. In extenuating circumstances and as requested on this basis by the employee, a cheque will be provided.
- (b) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (c) Subject to paragraph (g) below, when a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.
- (d) Each employee shall choose the financial institution in Canada to which he/she wishes his/her pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in his/her pay, the Employer must provide payment within the next pay period or as soon as reasonably possibly, whichever is sooner.

26.3 Temporary Promotion or Transfer

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

26.4 Relieving in Higher and Lower Rated Positions

- (a) A DW1 on the DW2 registry called into work as a DW2 shall be paid the next higher increment of the DW2 rate than this/her present DW1 rate.
- (b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.
- (c) Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, 10% per month more than the highest rate for his/her classification, or \$100, or portion thereof, whichever is greater, if so employed for one or more workdays, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

26.5 Promotions

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

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.
- (b) The following shall apply where a job has an increment structure based on calendar length of service.

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

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

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

26.6 Transfers

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

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

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

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

26.7 Demotions

- (a) Voluntary Demotion:

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority.

- (b) Involuntary Demotion:

An employee demoted or placed in a lower paying classification through no fault of their own shall continue to maintain their current rate of pay. They will receive any negotiated increases.

26.8 Re-Employment After Retirement

- (a) Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service, or are re-engaged within three calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed. All perquisites earned up to the date of retirement shall be continued or reinstated.

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

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

26.9 Re-Employment After Voluntary Termination or Dismissal for Cause

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

26.10 Supervisory or Military Service

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

26.11 Meal Allowance

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

Effective April 1, 2013, meal allowances will be as follows:

Breakfast	\$11.50
Lunch	\$13.25
Dinner	\$22.25

26.12 Out-of-Pocket Expenses

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

Reasonable out-of-pocket expenses include parking charges, bridge and/or highway tolls necessarily incurred in the performance of the employees' duties.

26.13 Indemnification and Reimbursement of Legal Fees

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

26.14 Definition of Weekend Shift and Premiums

Effective the first pay period after April 2, 2010, an employee shall be paid a weekend premium of 25¢ per hour for each hour worked between 00:01 hours Saturday and 24:00 hours Sunday.

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

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

27.2 Sick Leave Credits

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

27.3 Sick Leave Pay

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

27.4 Workers' Compensation Benefit

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 24 - Health Care Plans, will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers Compensation Act*, so long as the employee is otherwise entitled to benefits under those sections of the *Workers Compensation Act*.
- (d) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.
- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Clause 20.5 - General Leave, except that seniority shall continue to accrue based on regular hours.

27.5 Sick Leave Deductions

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

Sick leave deductions shall be according to actual time off.

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

27.6 Medical/Dental Appointments

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

27.7 Leave of Absence Without Pay

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

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

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

27.8 Less than One Year's Service

Employees with less than one 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 workdays. Further leave of absence periods of seven workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within seven workdays from such an employee explaining his/her condition, he/she shall be removed from the payroll.

27.9 Accumulated Sick Leave

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

27.10 Other Claims

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

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

ARTICLE 28 - CASUAL EMPLOYEES

28.1 Definition of Casual Employee

"*Casual employees*" are employed on an "*on call*" basis to cover absences due to sick leave, vacation, or other approved leaves, or to augment staff during peak periods or periods of staff shortage.

Casual employees will not be used in such a way as would reduce the number of regular full and/or part-time positions.

28.2 Casual Employees

- (a) Casual employees shall receive 9.6% of their straight-time pay in lieu of scheduled vacations and paid holidays.
- (b) Casual employees serve probation and qualifying periods as per Clause 12.9 - Probationary Period, and Clause 12.10 - Qualifying Period.
- (c) During the probationary period casual employees may be terminated for unsatisfactory service.
- (d) Where a casual employee registers for work in a different classification the employee shall serve a qualifying period of 488 paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.
- (e) Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one 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.

28.3 Casual Availability

- (a) Letter of Appointment/Minimum Hour Requirement

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature.

The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of 225 hours over any fixed 12 month period, or a lower minimum annual hours as determined by the Employer.

- (b) By February 18, 2014, casual availability shall be confirmed for current employees and include a minimum hour requirement over any fixed 12 month period. Except where the Employer and the casual employee mutually agree otherwise, the update shall require that the casual employee work a minimum of 225 hours over any fixed 12 month period.
- (c) Except where a casual employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list and his/her employment will end, if he/she fails to work the identified minimum number of hours applicable to him/her in Clause 28.3(a) - Casual Availability. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12 month period.
- (d) Mid-way through the 12 month period, a casual employee who has worked fewer than the minimum hours applicable under Clause 28.3(a) - Casual Availability, will be notified of the number of casual hours worked.
- (e) General Availability

The commitment to general availability specified by the casual employee may be subject to revisions. Such revisions will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis, subject to operational requirements. When there are competing

requests for revisions, the Employer will also apply seniority. Should a casual employee wish to increase his/her general availability he/she may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability. The Employer shall not unreasonably deny a request for change of availability.

(f) Temporary Increases in Availability

A casual employee may increase his/her availability, on a temporary basis, at any time throughout the year. The Employer shall not be required to provide a revised letter of appointment for temporary increases to an employee's availability.

(g) Short-Term Unavailability

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer by the tenth day of the month, indicating the days and times when they are not available the following month. The Employer shall not refuse employees' requests for unavailability (subject to the paragraphs that follow) and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

If the employee's monthly availability over a three-month period (excluding June, July, August and spring break or Christmas break) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

During June, July, and August, a casual employee's monthly availability shall be consistent with his/her letter of appointment, approved current availability, or approved periods of unavailability. Approved periods of unavailability shall not exceed five weeks during this three-month period. Approved periods of unavailability shall be granted on the basis of seniority.

A casual employee's availability during either spring break or Christmas break shall be consistent with his/her letter of appointment, or approved current availability. Requests for periods of unavailability will be considered by the Employer after regular employees' vacation periods are finalized. As such, approval of regular employees' vacation periods shall take priority over approval of casual employees' periods of unavailability.

28.4 Call-in Procedure

(a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Clause 12.8 - Selection Criteria. No casual employee shall be registered in more than one department except where the Employer and the Union otherwise agree in good faith.

(b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within four months, that position shall be posted and filled pursuant to the provisions of Clause 12.1(a) - Job Postings and Applications.

(c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12 - Job Postings. Upon completion of an assignment a casual employee shall revert to the casual list.

(d) The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

(2) (i) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry in accordance with their stated general availability. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight times, or the call is answered by voicemail, in which case the message shall be left advising of the available shift(s).

(ii) To fill shifts with more than 24 hours' notice, employees shall be given not less than 10 minutes to return the call before the shift is awarded to a less senior employee.

(3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies. This clause does not apply to casual employees scheduled in accordance with Article 14 - Hours of Work and Scheduling.

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

(e) Effective April 1, 2013, an employer may utilize alternate methods for the call-in of casual work, provided that:

- The call-in of work shall reflect the principles associated with Clause 28.4(a) - Call-in Procedure.
- If the alternate methods provide for multiple means for contacting employees (eg. email, text, pager, etc.), the employee shall be entitled to select his/her preferred means of contact, with the Employer keeping a record of the employee's selection.
- If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Clause 28.4(d)(1) and (2) - Call-in Procedure.
- Any such alternate methods shall track the information required by Clause 28.4(d)(3) – Call-in Procedure.

Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.

28.5 Seniority List

- (a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1st, April 1st, July 1st and October 1st (the "*adjustment*" dates) in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next following adjustment date.
- (c) Within two weeks of each adjustment date the Employer shall send to the union designate a revised copy:
 - (1) of the master casual seniority list; and
 - (2) of each classification registry maintained by the Employer.
- (d) Sections (a), (b), and (c) above shall not apply to casual Community Health Workers.
- (e) Upon return to work, casual employees will be credited with seniority hours for the period of time during which the employee was in receipt of wage-loss benefits from the WCB under Sections 29 or 30 of the *Workers Compensation Act*. The number of hours credited shall be based on the employee's average weekly straight-time hours paid over the one-half payroll year preceding the employee's leave of absence due to compensable illness or injury. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

28.6 Regular Part-Time Employees

Regular part-time employees may register for casual work under this clause except that Clause 28.2(a), (b), (c) and (d) - Casual Employees, shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four days, the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

28.7 Increments

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

28.8 Transfer to Casual Status

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

28.9 Application of Agreement

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

- Clause 11.2 Seniority List
- Clause 11.4 Re-Employment
- Article 13 Labour Adjustment and Technological Change
- Clause 14.3 Scheduling Provisions
- Clause 16.9 Overtime for Part-Time Employees
- Clause 16.11 Callback
- Article 18 Vacation Entitlement
- Article 19 Education Leave
- Article 20 Special and Other Leave
- Article 21 Maternity, Parental & Adoption Leave
- Article 24 Health Care Plans
- Clause 26.3 Temporary Promotion or Transfer
- Clause 26.5 Promotions
- Clause 26.6 Transfers
- Clause 26.7 Demotions
- Clause 26.8 Re-Employment After Retirement
- Clause 26.9 Re-Employment After Voluntary Termination or Dismissal for Cause
- Clause 26.10 Supervisory or Military Service
- Article 27 Sick Leave

28.10 Casual Employee Benefits

(a) (1) Upon completion of 180 hours of work, casual employees shall be given the option to enrol in the following plans:

- Clause 24.1 - BC Medical Plan
- Clause 24.2 - Dental Plan
- Clause 24.3 - Extended Health Plan

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

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

(b) Where a job posting is filled by a casual employee under Clause 28.4(b) - Call-in Procedure, and the casual employee occupies the position for six months or more, he/she will be entitled to:

(1) reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health pursuant to paragraph (a) above for the period subsequent to the first 31 days in the position.

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

Clause 24.1 - BC Medical Plan
Clause 24.2 - Dental Plan
Clause 24.3 - Extended Health Plan

(2) the ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the six percent vacation benefit is not to be paid out on every payday but accrued instead;

(3) upon commencement in the appointment the employee shall accrue sick leave in accordance with Article 27 - Sick Leave, and be entitled to take such accrued sick leave in accordance with Clause 27.3 - Sick Leave Pay, while working in the temporary vacancy.

Coverage under this section shall cease when either:

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

ARTICLE 29 - GENERAL CONDITIONS

29.1 Copies of Agreements

The Unions and the Employers desire every employee to be familiar with the provisions of this agreement, and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of the agreement, which will be printed for distribution to employees. The cost of printing shall be borne by the Union. The Employer shall provide a copy of the collective agreement to new employees.

29.2 Volunteers

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

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

29.3 Job Sharing

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

29.4 Personal Duties

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

29.5 Article Headings

In this agreement titles shall be descriptive only and shall not form part of the interpretation of the agreement by the parties or an arbitration board.

29.6 Criminal Record Check

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

29.7 Tax Forms

In accordance with the *Income Tax Act*, appropriate forms will be issued concerning compensation and allowances.

29.8 Volunteer Work Experience (VWEP) Clients

- (a) The parties agree that The Salvation Army Harbour Light Detox has a Residential Treatment Program for alcohol and other drug dependent males, a component of which is a Volunteer Work Experience Program (VWEP).
- (b) VWEP clients will not be assigned duties within the detox unless there are at least two bargaining unit members working.
- (c) The parties agree that no more than one VWEP client will work within the detox unit at any time.
- (d) Within the detox unit VWEP clients will only be assigned either bed-making or escort duties.
- (e) VWEP clients' daily assignment within the detox unit will not exceed 30 minutes in duration.
- (f) No VWEP client shall volunteer in the detox unit for longer than six months except with mutual agreement between the parties. Such agreement shall be in writing.
- (g) Clients participating in the VWEP program are not considered employees for the purposes of the collective agreement.

29.9 Rest Break Facility

The Employer will provide a clearly identified private washroom (i.e., "*Employee Only Washroom Facility*").

29.10 Lunchroom

The Employer will provide a clearly identified lunch area for staff members. This area will be maintained in a manner that is consistent with health and Workers' Compensation Board standards.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

- (a) This agreement shall be binding and shall remain in effect until midnight March 31, 2019.
- (b) The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, 2016.

30.2 Change in Agreement

- (a) Any change deemed necessary in this agreement may be made in mutual agreement at any time during the life of this agreement.

30.3 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2018 but in any event not later than midnight, December 31, 2018.

(b) Where no notice is given by either party prior to December 31, 2018, both parties shall be deemed to have given notice under this article on December 31, 2018.

30.4 Agreement to Continue in Force

(a) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

(b) It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* is excluded from this agreement.

30.5 Retroactivity

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF THE
GOVERNING COUNCIL OF THE SALVATION
ARMY IN CANADA ON BEHALF OF
HARBOUR LIGHT DETOX:**

Stephanie Smith
President

Josie Delpriore
Territorial Director, Employee Relations

Crystal Lambert
Bargaining Committee Chairperson

John Thompson
Territorial Manager, Labour Relations

Fatima Pais
Bargaining Committee Member

Jim Coggles
Executive Director

Harp Pandher
Bargaining Committee Member

Nikki Prasad
Detox Manager

Selena Kongpreecha
Staff Representative

Grant Gayman
Director, Operations & Residential Services

Janki Shah
ER Coordinator

Wendy Tupling Guest
Divisional Director Employee Relations

Signed this _____ day of _____, 20_____.

SCHEDULE A
Re: Wage Grid

Wage increases will be as follows:

- 0.5%, retroactive to April 1, 2016
- 2%, retroactive to April 1, 2017
- 2%, effective April 1, 2018
- 1% effective February 1, 2019, plus Economic Stability Dividend (ESD to be determined)

Retroactive pay will be paid out on separate cheques.

	Step	Feb 1, 2016 - Mar 31, 2016 (ESD)	Apr 1, 2016 0.5%	Apr 1, 2017 2%	Apr 1, 2018 2%	Feb 1, 2019 1% (ESD)
Detox Worker 1	1	19.23	19.33	19.71	20.11	20.31
	2	19.82	19.92	20.32	20.72	20.93
	3	20.43	20.53	20.94	21.36	21.58
	4	21.02	21.13	21.55	21.98	22.20
Detox Worker 2	1	21.02	21.13	21.55	21.98	22.20
	2	21.62	21.73	22.15	22.61	22.83
	3	22.23	22.24	22.79	23.24	23.48
	4	22.81	22.92	23.38	23.85	24.09

Increment Notes:

- Step 1 - up to and including 1950 hours
- Step 2 - over 1950 hours up to and including 3900 hours
- Step 3 - over 3900 hours up to and including 5850 hours
- Step 4 - over 5850 hours

APPENDIX 1
Long-Term Disability Insurance Plan

Long-Term Disability Insurance Plan

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

Long-Term Disability Plan

Effective April 1, 2013:

The parties agree that long-term health of injured and disabled workers benefits from timely and proactive measures that meet their medical restrictions to keep them working, or results in their early return to work from LTD. To that end, the parties agree that:

During the LTD qualifying period, and where employees cannot be accommodated in their own occupation, they may be accommodated into an available comparable position as defined in this section exclusively, where the regularly scheduled hours of work differ by no more than 20% from the regularly scheduled hours of the employee's current position and the hourly wage rate differs by no more than 5% from the hourly wage rate of the employee's current position. However, in the event the employee is unable to continue working in his/her accommodated position, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purpose of adjudication and calculation of any claim for LTD.

During the first 19 months of LTD benefits, employees may be accommodated into an available position that is not less than 75% of their pre-disability earnings. However, in the event an employee is unable to continue working in their accommodated position during the 19-month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that 19-month period.

Section 1 - Eligibility

(a) Regular full-time and regular part-time employees shall, upon completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(b) Seniority and Benefits - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Clause 20.6 - Benefits on Leave of Absence, of the collective agreement which reads:

Upon return to work following recovery, an employee who was on claim for less than 19 months shall continue in his/her former job; an employee who was on claim for more than 19 months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Clause 13.5 Retention of Seniority, of the collective agreement.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted 20 working days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

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

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

Pension - Employees on long-term disability who are enrolled in the Municipal Pension Plan or the Public Service Pension Plan pursuant to an employer-specific memorandum of agreement shall be considered employees for the purpose of pension in accordance with the *Public Sector Pension Plans Act* - Schedule B or C, as applicable.

Section 2 - Waiting Period and Benefits

(a) (1) In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or sickness, then, after the employee has been totally disabled for five months the employee shall receive a benefit equal to 70% of the first \$2800 of the pre-disability monthly earnings and 50% on the pre-disability monthly earnings above \$2800 or 66⅔% of pre disability

monthly earnings, whichever is more. The \$2800 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

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

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

(b) For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the 12 month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

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

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

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

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

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

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

Section 3 - Total Disability Defined

(a) Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first 19 months of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds 70% of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(1) *Residual Monthly Disability Benefit*

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

Example:

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

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

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

(3) *Commitment to Rehabilitation*

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

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

(ii) is recommended by HBT or another Rehabilitation Service provider and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as he/she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first 19 months of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

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

the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD Plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) *Rehabilitation Review Committee*

- (i) In the event that the eligible employee does not agree:
 - A. with the recommended Rehabilitation Plan, or
 - B. that he/she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
 - (1) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or
 - (2) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (ii) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

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

- A. does not agree with the recommended Rehabilitation Plan; or
- B. does not agree that he/she could medically participate in the Rehabilitation Plan.

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

(5) *Rehabilitation Benefit Incentive Provisions*

- (i) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
 - A. return to work on a gradual or part-time basis
 - B. engage in a physical rehabilitation activity; and/or

- C. engage in a vocational retraining program

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

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

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

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

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

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

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

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

(6) *Joint Rehabilitation Improvement Committee*

During the term of the agreement, two persons selected by the HEABC shall meet the two representatives of the Association of Unions. The parties will work together to improve the Rehabilitation Process.

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

Section 4 - Exclusions and Limitations

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

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

Section 5 – Pre-Existing Condition

This provision does not apply to employees hired prior to April 1, 2010.

Effective April 1, 2010, an employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received.

Section 6 - Integration with Other Disability Income

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

Other disability income shall include but is not limited to:

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

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

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

Section 7 - Successive Disabilities

If following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and

the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

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

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

Section 8 - Leave of Absence

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

Section 9 - Benefits Upon Plan Termination

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

Section 10 - Premiums

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

Section 11 - Waiver of Premiums

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

Section 12 - Claims

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

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

such time, provided the notice is furnished no later than six months from the time notice of claim is otherwise required.

Claims Adjudication Committee

During the term of the agreement, two persons selected by the HEABC shall meet with two representatives of the Association. The parties will work together to improve the claims adjudication process.

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

Section 13 - Administration

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

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 - Grievances and 9 - Arbitration, of the collective agreement.

Section 14 - Collective Agreement Unprejudiced

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

Section 15 - LTD Plan Early Retirement Incentive Provision

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

- (a) An employee under this agreement who is:
- (1) eligible for, or who is receiving LTD benefits;
 - (2) presently participating in a superannuation plan under an employer-specific memorandum of agreement and is eligible for early retirement pension benefits under that plan; and
 - (3) not eligible for the LTD Plan Rehabilitation Provisions;
- shall apply for early retirement.

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

- (b) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;

- (2) the amount of the monthly early retirement benefit that the employee will receive;
- (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
- (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
- (5) the maximum LTD benefit duration period applicable to the employee.

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

(c) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the parties to the collective agreement.

(d) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.

(e) *Joint Early Retirement Improvement Committee*

Within six months of the ratification of this agreement, two persons selected by the HEABC shall meet with two representatives of the Association of Unions. The parties will work together to improve the early retirement incentive process.

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

Section 16 - Return-to-Work Programs

Preamble

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

Mutual Commitment

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

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

Consultation

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

Confidentiality

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

Types of Initiatives

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

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

Re-Orientation to the Workplace

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

Pay and Benefits

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

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

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

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

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

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

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD Plan will pay for hours not worked at two-thirds of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue to be waived as outlined in the Appendix - Long-Term Disability Insurance Plan.

No Adverse Effect on Benefits

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

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than

proceeding under the Long-Term Disability Appendix (Claims Review Committee and Rehabilitation Review Committee).

APPENDIX 2 List of Arbitrators

The parties agree that the following individuals will be the arbitrators for both full and expedited arbitrations.

- Mark Brown
- Joan Gordon
- Irene Holden
- John McConchie
- Chris Sullivan

INFORMATION APPENDIX 1 Summary of HBT or another Provider Coverage

Dental Plan - Clause 24.2 - Effective April 1, 2000

Preamble

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

Amount of Benefit

This dental benefit will reimburse the dentist for the following:

- 100% Services (Part "A")
- 60% of Major Reconstruction Services (Part "B")
- 60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per person of Basic

Eligible Expenses

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

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

Eligible expenses under this dental benefit are as follows:

PART "A" - BASIC SERVICES

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

The Plan will pay 100% of:

Diagnostic Services

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

1. Examinations and consultations;
2. One standard examination every nine months;
3. One complete examination in any three year period, provided that no other examination has been paid by this Plan on the employee's behalf in the preceding six months;
4. X-rays, up to the maximum established by Pacific Blue Cross for the calendar year;
5. Full mouth x-rays once in any three year period.

Endodontic Services

Root canals

Major Restorative Services

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

Periodontic Services

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

Preventive Services

Procedures to prevent oral disease, including the following:

1. Cleaning and polishing of teeth (prophylaxis) every nine months.
2. Fluoride application every nine months.
3. Space maintainers intended to maintain space but not to give more space.
4. Sealants (pits and fissures); limited to once per tooth within a two-year period.

Repairs to Bridges and Dentures (Prosthetics)

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

Restorative Services

Procedures for filling teeth, including stainless steel crowns.

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

Surgical Services

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

PART "B" - MAJOR RECONSTRUCTION

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

The Plan will pay 60% of:

Crowns

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

Dentures (Removable Prosthetics)

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

Crowns and Bridges (Fixed Prosthetics)

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

PART "C" - ORTHODONTICS

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

The Plan will pay 60% of:

Braces

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

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

EXCLUSIONS

The dental plan benefit does not cover the following:

1. Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
2. Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
3. Services required as a result of an accident for which a third party is responsible.
4. Charges for completing forms.
5. Implant for dentures or bridgework.
6. Fees in excess of the Pacific Blue Cross Dental Fee Schedule, or fees for services which are not set out in the Dental Fee Schedule.

7. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
8. Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
9. Charges for unkept appointments.
10. Charges necessitated as a result of a change of dentist, except in special circumstances.
11. Room charges.
12. Expenses incurred prior to eligibility date or following termination of coverage.
13. Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

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

INFORMATION APPENDIX 2

Summary of HBT or another Provider Coverage

Extended Health Benefit - Clause 24.3 - Effective April 1st, 1999

Preamble

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

Amount of Benefit

There is a \$100 calendar year deductible for this benefit per person or family. Receipts exceeding \$100 in a calendar year will be reimbursed as follows:

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

The maximum lifetime amount payable per person is unlimited.

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

Eligible Expenses

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

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

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

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

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

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

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

Dentist - Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one year of the date of the accident. Orthodontic services are not covered under this Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Pacific Blue Cross Dental Fee Schedule.

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

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

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

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

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

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

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

Physiotherapists and Massage Practitioners - Fees of a member of the Association of Physiotherapists and Massage Practitioners of BC. The maximum of massage therapy benefit is \$1,000 per year per person.

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

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

In the administration of the extended health care plan, a prescription drug direct pay card will be provided. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier.

Note: This provision is effective April 1, 2011.

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

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

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

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

Vision Care - 350* every 24 months.

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

** The employee will be reimbursed 80% of this maximum (after the \$100 deductible has been satisfied for the calendar year).*

EXCLUSIONS

The Extended Health benefit does not cover the following:

1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.

3. Charges for a physician except as described in Eligible Expense for out of province/out of country emergencies.
4. Charges for dental services except as described in Eligible Expense for Dentist.
5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
6. Charges of a registered psychologist.
7. Charges for services and supplies of an elective (cosmetic) nature.
8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
9. Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
10. Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
11. Charges of an osteopath.
12. Charges for preventative vaccines.
13. Charges for batteries and re-charging devices.
14. Expenses relating to the repatriation of a deceased employee and/or dependant.
15. Expenses incurred by a pregnant person while travelling outside of Canada within 21 days of expected delivery date.

INFORMATION APPENDIX 3
Re: Labour Relations Code, Section 54

This appendix is included in the collective agreement for information purposes only.

As of the date of writing, Section 54 of the *Labour Relations Code* reads as follows:

Adjustment Plan

- (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
 - (a) the Employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the Employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with Subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 64 of that Act.

INFORMATION APPENDIX 4

Re: Conversion Guide for 12 Hour Shifts

Note: This guide is not a replacement for the collective agreement and is intended to be used solely to convert benefits set out in the collective agreement that are based upon a 7.5 hour paid workday or 37.5 hour paid workweek into the equivalent benefit for an 11 hour paid workday. For a full description of any benefit mentioned below employees should refer to the collective agreement, the provisions of which shall prevail in the event of any discrepancy with this guide. Casual employees should refer to Article 28 - Casual Employees, to determine which provisions of the collective agreement apply/do not apply to their employment.

Article 14 - Hours of Work and Scheduling:

Each year there are 1950 work hours for a regular full-time employee (FTE):

- 37.5 hours per week X 52 weeks per year = 1950 hours per year

Each FTE is entitled to holiday pay of 7.5 hours for each of the 12 paid holidays:

- 12 holidays X 7.5 hours holiday pay = 90 paid holiday hours per year

1950 hours/year minus 90 paid holiday hours/year = 1860 hours worked per year.

In an 8-week rotation, an FTE works 26 shifts with 30 days off. The 8-week rotation happens 6.5 times per year:

- 6.5 X 26 shifts = 169 shifts/year x 11 hours/shift = 1859 hours worked per year

No employee shall work more than 44 hours in any given consecutive seven-day period, nor more than 77 hours in a two-week pay period. Hours worked in excess of these limits will be paid at overtime rates.

Clause 14.6 - Meal Periods and Clause 14.5 - Rest Periods:

There are two unpaid 30-minute meal breaks and three paid 15-minute rest breaks in each 12-hour shift. Since each employee takes 60 minutes of unpaid meal break during a 12-hour shift, each employee is paid for the 11 hours they work. It is the employee's responsibility to ensure that they take their breaks.

By mutual agreement, the five breaks set out above will be combined to make three breaks: one 15-minute break and two 45-minute breaks, scheduled in the table below. The shift supervisor may allow the 15-minute break for the day and the swing shifts to be added to one of the 45-minute breaks instead.

Day Shift Break Schedule		Night Shift Break Schedule	
DW1:	9:15 - 9:30 a.m. 11:00 - 11:45 p.m. 3:30 - 4:15 p.m.	DW1:	10:00 - 10:45 p.m. 11:00 - 11:45 p.m. 3:30 - 4:15 a.m.
DW2:	9:30 - 9:45 a.m. 11:45 - 12:30 p.m. 3:45 - 4:15 p.m.	DW2:	9:45 - 10:00 p.m. 12:00 - 12:45 a.m. 4:15 - 5:00 a.m.
D2:	9:45 - 10:00 a.m. 12:00 - 12:45 p.m. 4:15 - 5:00 p.m.		
Swing Shift Break Schedule			
SW1:	12:30 - 12:45 p.m. 2:15 - 3:00 p.m. 5:15 - 6:00 p.m.		

Article 17 - Paid Holidays:

Each FTE must have 90 paid hours each year in lieu of scheduled time off for paid holidays. Accordingly, on every paid holiday every FTE receives 7.5 hours of straight-time pay, whether they worked the paid holiday or not.

In addition, any employee who works on a paid holiday is paid at time and one-half for the portion of the shift worked on that date. For example, if an employee works the night shift starting on the paid holiday, they shall be paid time and one-half from 7:00 p.m. to midnight (5 hours) and straight-time from midnight to 7:00 a.m. (6 hours plus break).

Paid Holidays include:

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

Article 18 - Annual Vacation Entitlement:

All entitlements set out in the collective agreement are in respect of a 7.5-hour paid workday. To convert these entitlements into comparable entitlements for an 11-hour paid shift, you must first convert the

number of days of vacation entitlement into hours by multiplying them by 7.5, and then divide that result by 11 (hours paid per shift).

Example:

- An employee who has 1 - 4 years of continuous service is entitled to 15 days of vacation. Multiply the vacation entitlement by 7.5 to arrive at vacation hours:

$$15 \text{ days} \times 7.5 \text{ hours/day} = 112.5 \text{ hours of paid vacation}$$

- This figure is then divided by 11 to arrive at the number of shifts the employee is entitled to take:

$$112.5 \text{ hours of paid vacation} / 11 \text{ hours/shift} = 10.23 \text{ shifts paid vacation}$$

Article 20 - Special and Other Leave:

Clause 20.1 - Bereavement Leave:

In the case of bereavement for immediate family members leave with pay is granted for up to three 7.5-hour days. This 22.5 hours equates to two 11-hour shifts. For other named relatives, paid leave is for 7.5 hours.

Clause 20.3 - Special Leave:

Special Leave credits are earned at the rate of 3.75 hours every 150 hours to a maximum of 187.5 hours (17 x 11 hour shifts). These credits can be taken as follows:

1. Marriage - up to 37.5 hours = three + 11-hour shifts
2. Paternity - 7.5 hours
3. Serious household or domestic emergency - up to 15 hours = one + 11-hour shift
4. Additional bereavement leave - 7.5 hours
5. Travel associated with bereavement leave - 22.5 hours = two 11-hour shifts
6. Adoption Leave - 7.5 hours

Shift Rotation (Full-Time Employees)

DETOX WORKER 1

8-week rotation

1. 3 ON 4 OFF
2. 3 ON 3 OFF
3. 3 ON 4 OFF
4. 4 ON 4 OFF
5. 3 ON 4 OFF
6. 3 ON 3 OFF
7. 3 ON 4 OFF
8. 4 ON 4 OFF

This rotation includes 26 shifts worked and 30 days off, during which an employee can work up to 8 night shifts and 8 swing shifts.

SHIFT SUPERVISOR (D2)

Shift supervisors will work a continuous rotating schedule:

1. DDDD 4 OFF
2. DDDD 4 OFF
3. NNNN 4 OFF
4. NNNN 4 OFF

This rotating schedule would accrue overtime if worked for an entire calendar year. As a result, Shift Supervisors must take a certain number of days off without pay ("*overtime days*" to limit their hours of work to 1,860 [1,950 including paid holidays]). The two supervisors whose lines fall during the first week of January each year will take 13 overtime days during the year, the alternate two supervisors will take 12 overtime days.

MEMORANDUM OF AGREEMENT 1

Re: Potential Closure

The parties recognize its obligation under Section 54 (Labour Adjustment) of the BC *Labour Relations Code*.

In the event that the Employer determines that it will no longer run a Detox program, the Employer agrees to contact the Union as soon as it has reached its decision, in order to discuss its potential impact to the bargaining unit.

MEMORANDUM OF AGREEMENT 2

Re: Daytime Staffing

The parties recognize that there may be times when management cannot replace one of the Detox Worker 1 positions, when someone calls in sick during the day.

In cases where no worker is available to replace a Detox Worker 1 position, and the daytime staff are working with one less Detox Worker, then the Employer agrees to pay the staff who are working the day shift and/or swing shift an additional hour at straight-time rates for working the shift.