



2010-
2014

COLLECTIVE AGREEMENT

BETWEEN

DR. BERNSTEIN CLINICS

(Post Road Health and Diet Incorporated)

AND

THE BRITISH COLUMBIA NURSES' UNION

December 17, 2010 – December 31, 2014

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ARTICLE 1 — PREAMBLE AND DEFINITIONS

1.01 Preamble

The Union and the Employer agree to abide by the terms and conditions set out in this Agreement.

1.02 Definitions

- **CALENDAR DAY** means a twenty-four (24) hour period ending at midnight.
- **CALENDAR YEAR** means a period of twelve (12) consecutive months commencing on the first day of January.
- **CERTIFICATION** means the certification awarded by the Labour Relations Board of British Columbia to BCNU.
- **COMMON-LAW SPOUSE** means two people who have cohabitated as spousal partners for a period of not less than one (1) year.
- **DEMOTION** means a change from an employee's position to one with a lower maximum salary level.
- **EMPLOYEE** means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).
- **EMPLOYER** means Post Road Health and Diet Incorporated (Dr. Bernstein Clinics)
- **HEAD OFFICE** means the head office of the British Columbia Nurses' Union.
- **PROMOTION** means a change from an employee's position to one with a higher maximum salary level.
- **SCHEDULED DAY OFF** means any day a regular full-time employee is not scheduled to work.
- **SHIFT** means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or temporary contract) which occur in any twenty-four (24) hour period.
- **STEWARD** means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.
- **TRANSFER** means the movement of an employee from one position to another which does not constitute a promotion or demotion.
- **UNION** means The British Columbia Nurses' Union.
- **UNION REPRESENTATIVE** means a member of the staff of the Union or designated substitute.
- **WORKSITE** means any of the following clinics: *Georgia, Langley, Broadway, Richmond,*

Coquitlam, or Burnaby, North Vancouver, Delta/Surrey.

- **YEAR** means a period from any given date in one month to the immediately preceding date twelve (12) months later.

ARTICLE 2 — PURPOSE

2.01 General Intent

The Union, employees and the Employer share a desire to provide quality health care services to the patients of those of the Employer's clinics in British Columbia covered by the certification issued to the Union (the "Clinics"), to maintain professional standards and practice and to promote increased efficiency of employees so that the patients of the Clinics are effectively served.

2.02 Intent and Purposes

The provisions of this Agreement are intended to:

- A) mutually recognize the respective rights, responsibilities and functions of the parties to this Agreement;
- B) maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer;
- C) maintain a return on investment to the Employer and to ensure the continued viability of the Clinics;
- D) set forth terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement; and
- E) develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual wellbeing.

ARTICLE 3 — MANAGEMENT RIGHTS

3.01 Management of Clinics

The Union acknowledges that the management of the Clinics is vested exclusively in the Employer, unless otherwise provided by this Collective Agreement. The Employer reserves all rights not specifically restricted by the provisions of this Collective Agreement, including the right to:

- A) maintain order, discipline, and efficiency;
- B) make or alter rules and regulations to be observed by employees, which are not in conflict with any provision of this Collective Agreement;
- C) direct the working forces, create new classifications or work units, determine the number of employees, if any, needed from time to time in any work units or classifications, and determine whether or not a position will be continued or declared redundant;
- D) hire, promote, transfer, lay-off, recall, and demote; and

E) discipline, suspend, or discharge for cause.

3.02 Policies

Employees shall be governed by written policies and procedures adopted by the Employer and made known to the employees through general distribution by memos or publishing in the Employer's Policy and Procedures Manual subject to such policies not being in conflict with this Agreement.

ARTICLE 4 — RECOGNITION

4.01 Union Recognition

The Employer recognizes the Union as the bargaining agent of all employees in the bargaining unit as defined in Article 4.01.

4.02 Scope of Agreement

This Agreement covers the employees of the Employer in its Clinics listed in the certification issued by the BC Labour Relations Board, except Team Leaders (unless otherwise ordered by the Labour Relations Board) and except those above the rank of Team Leader and those excluded by the *Labour Relations Code*.

ARTICLE 5 — UNION SECURITY

5.01 Membership

- A) Employees covered by the certification who are members of the Union shall maintain their membership in good standing as a condition of continuing employment.
- B) New employees covered by the certification shall become members of the Union and shall maintain membership in good standing in the Union as a condition of continuing employment.

5.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

5.03 Signed Authorizations

Upon receipt of the signed authorization from the employee authorizing the deduction, the Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

5.04 Amount of Deductions

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

5.05 Remittance

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

5.06 T4 Forms

The Employer shall include on the employee's T4 slip the amount of the dues, assessments and levies paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

5.07 Levies and Assessments

Deductions for levies and assessments shall be a percentage of wages.

ARTICLE 6 — UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

6.02 Employer's Business

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above. The Employer shall reimburse employees for all expenses, including reasonable travel time incurred by the employees during these time periods.

6.03 Stewards

A) Recognition of Stewards

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees. There shall be up to four (4) stewards, at the Union's discretion, for the clinics, elected or appointed by the Union.

B) Notification of Change of Stewards

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

C) Duties and Responsibilities

The duties of stewards are:

- assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated

D) Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to

perform the above duties when they:

- have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- make every endeavour to complete their business in as short a time as possible, and
- advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

6.04 Personnel File

A) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports prepared by the Employer. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

B) Union Representative or Steward Access

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement and as permitted under PIPA (Privacy Information Protection Act).

6.05 Copies of the Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Agreement in booklet form to all of its employees. The cost of printing shall be borne by the Union.

The Agreement shall be printed in a Union shop and bear a recognized Union label.

6.06 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that an Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Collective Agreement and the names of the stewards.

6.07 Orientation

Stewards will be advised of the names of the new employees hired and shall be given reasonable time on duty of up to fifteen (15) minutes to provide a brief orientation to the steward team and rights of employees under the collective agreement. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.08 List of New and Terminating Employees

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

6.09 Bulletin Boards

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 7 — STRIKES OR LOCK OUTS

7.01

During the term of this Collective Agreement, the Union agrees that there shall be no strikes, including no slow-downs or stoppages of work, either complete or partial, and the Employer agrees that there shall be no lock outs.

7.02

Subject to any Labour Relations Board (or any succeeding body) directives, an employee employed under the terms of this Collective Agreement may refuse to cross a picket line if the Union has advised the employee prior to the employee's refusal that the picket line is a legal picket line relating to a labour dispute to which the Employer is a party. In this circumstance, the employee shall be considered to be absent without pay, and the employee's refusal to cross shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 8 — JOINT MANAGEMENT/UNION MEETINGS

8.01 Meetings

Two representatives of the Employer will meet with the Union Labour Relations Officer and a Steward every four (4) months to discuss issues of mutual concern including health and safety, Employer Human Resources policies and procedures, and training.

8.02 Location

The meetings will be held at a mutually agreeable time and location with the cost of the meeting location being shared equally between the Employer and the Union.

8.03 Agenda

The chair of the meeting will alternate between a management representative and a Union representative. Not less than one (1) week prior to the scheduled meeting time, each party will send to the other party a list of items they wish to have on the agenda.

8.04 Minutes

Minutes of all of the meetings will be prepared by the chair and sent to all attendees.

8.05 Scope

- A) Neither the Employer nor the Union will be bound by any discussion, decision or conclusion reached at a Joint Management/Union Meeting;
- B) The Joint Management/Union Meeting does not have jurisdiction over any matter contained in the Collective Agreement including its administration or renegotiation;
- C) The Joint Management/Union Meeting shall not supersede any other activities of the Union or the Employer.

8.06 Steward Wages

The steward who attends a Joint Management/Union meeting will be paid at her or his straight time rate for the time spent at the meeting.

ARTICLE 9 — GRIEVANCE PROCEDURE

9.01 Discussion of Differences

If a difference arises between Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation, or any alleged violation of the Agreement, the employee(s) shall continue work in accordance with the Agreement until the difference is settled.

9.02 Grievance Procedure

The following procedure shall be used for the resolution of difference referred to in Article 9.01, other than for the suspension or dismissal of employees and application disputes under Article 9.03 or 9.05.

Step 1

Within seven (7) business days of the occurrence of the difference, or within seven (7) business days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the team leader or senior team leader (or designate). Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within five (5) business days after the completion of Step 1, the employee with a steward shall submit the grievance, in writing, to the Resource Team Member. Within a further five (5) business days the employee with the steward shall meet with the Resources Team Member to discuss the grievance.

Within a further fourteen (14) business days of the meeting, the Employer's Resource Team Member shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

Step 3

The Union shall, within a further fourteen (14) business days of this notification, discuss the grievance with the Employer's Human Resources Director or designate.

The parties recognize they have a common interest in resolving grievance. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further fourteen (14) business days of the Step 3 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to arbitration within ninety (90) calendar days after the response has been received.

9.03 General Application Dispute

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply.

9.04 Amending Time Limits

If the time limits in Articles 9.02, 9.03 and 9.05 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.05 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2

Within a further ten (10) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.06 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been discussed at Step 2 of the grievance procedure, the Employer or its representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

ARTICLE 10 — ARBITRATION

10.01 Arbitration

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The decision of the single arbitrator shall be final and binding upon the parties.

10.02 Selection of Arbitrator

The party referring the matter to arbitration will notify the other party and they will make every effort to reach agreement on a mutually agreeable single arbitrator. If the Employer and the Union are unable to agree upon the selection of a single arbitrator, either party may apply to have an arbitrator appointed under the arbitration provisions of the British Columbia *Labour Relations Code*.

10.03 Limitation of Arbitrator

- A) The arbitrator will be restricted to interpreting and applying the provisions of this Collective Agreement;
- B) The provisions of this Article do not override the provisions of the British Columbia *Labour Relations Code*.

10.04 Employer Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by the Employer or by the arbitrator unless called by the arbitrator at the request of the Union or some other party to the arbitration.

10.05 Cost of Arbitration

The fees and expenses of the single arbitrator will be shared equally between the parties.

ARTICLE 11 — EMPLOYMENT CLASSIFICATIONS

11.01 Employment Classifications

Employees are classified as regular full-time or part-time employees or temporary contract employees. Employees at the commencement of their employment will be advised whether they are being hired as a regular full time or part time employee or a temporary contract employee.

11.02 Regular Full-Time Employees

Regular full-time employees are those designated by the Employer as full-time employees and who are normally scheduled to work the full time hours of work as provided in Article 23 - Hours of Work.

11.03 Regular Part-Time Employees

Regular part-time employees are those who are regularly scheduled to work less than the full time hours

of work as provided in Article 23 - Hours of Work. A regular part-time employee may work full time hours for a number of consecutive weeks because of seasonal or other circumstances without becoming a regular full-time employee.

11.04 Temporary Contract Employees

Temporary contract employees are those hired by the Employer on a temporary contract basis with a termination date or expected date of termination established at the time of hire. Temporary contract employees are generally hired to replace an employee absent on leave and may be scheduled to work either full time or part time hours. Temporary contract employees may be terminated from employment at the end of the contract term with no further entitlement under this Agreement to notice, lay off, recall or otherwise.

ARTICLE 12 — ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

“Increment step” means the annual gradation of wages within a classification as set out in Article 43 – Wage Schedules.

12.02 Increment Anniversary Date

Subject to the provisions of Article 32 – General Leaves of Absence, a regular employee’s initial date of current employment with the Employer as a regular employee shall be his or her anniversary date for the purpose of determining an employee’s entitlement to an increment based on a year’s length of service and benefits.

ARTICLE 13 — SENIORITY

13.01 Definition

A) Regular Employee

- a) Subject to the provisions set out in subsection A)a), seniority for a regular employee is defined as the length of the employee’s continuous employment (whether full-time or part-time) from the date of commencement of regular employment.
- b) A regular employee who was previously a temporary contract employee on being hired into a regular position is entitled to have seniority credited from his or her start date as a temporary contract employee provided there is less than a thirty (30) day break in service between the completion of his or her temporary contract position and his or her start date in the regular position.

B) Temporary Contract Employee

A temporary contract employee does not have any seniority during the term of his or her employment as a temporary contract employee.

13.02 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) While in receipt of Workers’ Compensation benefits (wage loss replacement and rehabilitation

benefits);

- B) Absence due to pregnancy and/or parental leave as provided for in this Agreement;
- C) Absence due to any paid leave for the period of the leave;
- D) Absence due to the conduct of Union business;
- E) Absence due to lay-offs, for the first twenty (20) work days;
- F) Absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) Absence while on a long-term disability claim.

For time periods in excess of those above, seniority shall be maintained but not accumulated.

13.03 Employment in Excluded Positions

- A) An employee accepting a position of a continuous nature that is with the same Employer but outside of his or her bargaining unit, shall retain his or her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days;
- B) An employee temporarily substituting in an excluded position shall continue to accumulate his or her seniority.

13.04 Seniority Lists

- A) On July 1 of each calendar year, the Employer shall post a master list showing the seniority of all employees in the bargaining unit. The list shall be posted on the Union bulletin board and a copy shall be forwarded to the Head Office of the Union. In addition to the seniority date for each employee, the seniority list shall contain:
 - i) Name;
 - ii) Status (regular, full-time, regular part-time);
 - iii) Wage schedule classification;
 - iv) Start date;
 - v) Assigned clinic;
- B) The Employer will also provide the same information, other than a seniority date, for temporary contract employees;
- C) Where such list is produced in electronic format, the Employer will provide it to the Union in this format, provided that it can be done so at no additional cost to the Employer.

13.05

Unless an employee objects to his or her seniority date within thirty (30) calendar days of the posting, it will be deemed to be correct.

ARTICLE 14 — PROBATIONARY PERIOD

14.01

All employees shall be probationary during their first sixty (60) working days of employment or four (4) months, whichever is earlier. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.

14.02

By mutual written agreement between the Employer and the Union, the probationary period may be extended.

14.03

During the probationary period, the employee may be dismissed by the Employer if the Employer finds the employee to be unsuitable. During probation, the employee's suitability for permanent employment shall be assessed on the basis of his or her:

- A) Conduct (professional behaviour);
- B) Quality of work;
- C) Ability to work harmoniously with others;
- D) Reliability; and
- E) Ability to meet standards of work set by the Employer.

14.04

Temporary Contract Employees who have passed their probationary period shall not be required to serve an additional probationary period upon commencement of a regular position.

ARTICLE 15 — RESIGNATION AND TERMINATION OF EMPLOYMENT

15.01 Resignation

- A) Regular employees other than those serving a probationary period, shall give fourteen (14) calendar days written notice of resignation to the team leader/senior team leader at his or her assigned clinic or in the absence of a team leader/senior team leader to the assigned Resource Team Member.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation.

15.02 Waiver of Notice

The Employer may waive the written notice as set forth in Article 15.01 without any penalty or cost.

15.03 Failure to give Notice of Resignation

A regular employee who fails to give fourteen (14) calendar days notice of termination shall be paid her

earned vacation entitlement less two percent (2%); for example, an employee entitled to four percent (4%) shall be paid two percent (2%); an employee entitled to six percent (6%) shall be paid four percent (4%); etc.

15.04 Employer Termination

The Employer shall notify the head office of the Union of all employee terminations within ten (10) calendar days of the notice of termination.

15.05 Termination Grievances

Employer terminations will be subject to the grievance and arbitration procedure.

15.06 Loss of Employment and Seniority Rights

Seniority rights and the employment of an employee will terminate for an employee who:

- A) voluntarily resigns his/her employment;
- B) is discharged and not reinstated through the grievance procedure;
- C) is laid off for a continuous period which exceeds the length of the employee's recall rights under this Agreement; or
- D) fails to return upon termination of an authorized leave of absence, unless arrangements have been agreed to by the Employer, in writing, for an extension of such leave or the employee can show extenuating circumstances prevent the employee from returning. The Employer will advise the Union of the employee's failure to return to work.
- E) fails to return to work within three (3) calendar days after being recalled to work unless arrangements have been agreed to by the Employer or unless the employee can show extenuating circumstances for his or her failure to return to work. The Employer will advise the Union of the employee's failure to return to work.
- F) is absent without leave without reasonable justification;
- G) for an employee who is classified as a nurse, is unable to obtain or loses his or her license to practice as a registered nurse or licensed practical nurse unless the suspension or loss of license is due to a disability, which includes an addiction to drugs or alcohol, in which case the Employer will consider appropriate accommodation.

ARTICLE 16 — EMPLOYEE EVALUATION

16.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

16.02 Employee Rights

- A) When such a formal written evaluation is carried out, the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation;
- B) Any employee who disputes any censure or reprimand may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

16.03 Records Removed

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed thirty-six (36) months after the date of the incident. Record of suspensions will remain on file for a period of thirty-six (36) months following the expiry of suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

ARTICLE 17 — VACANT POSITIONS

17.01 Request for Transfer Lists

The Employer will maintain request for transfer lists for the classification of medical receptionist and nurse. All post probationary regular employees may initiate a request for transfer to another clinic at any time and the Employer will add the employee's name to the regular request for transfer list. A post probationary temporary contract employee may request a transfer to a permanent position and they will be added to the request for transfer list for temporary contract employees.

17.02 Filling Vacancies

- A) When a vacancy occurs at the requested clinic, the Employer will review the regular request for transfer list and make every effort to meet the request provided the employee has the qualifications and ability required for the vacant position. If more than one employee has requested a transfer to the clinic in which there is a vacancy and the employees have equal qualifications and ability, the transfer will be awarded in order of placement of employees on the request for transfer list. However, preference may be given to a more experienced employee if a demonstrated need is identified by the Employer at a particular clinic.
- B) If a position is not filled by a regular full time or regular part time employee it will be offered to a temporary contract employee who has submitted a request for a transfer to a regular position at the clinic in which there is a vacancy. If more than one temporary contract employee has requested a transfer to the clinic in which there is a vacancy and the employees have equal qualifications and ability, the transfer will be awarded in order of placement on the transfer list for temporary contract employees.
- C) An employee on lay off shall be recalled for a vacancy in his or her classification at any clinic provided he or she has the required qualifications and ability prior to considering those employees on

the transfer list. Employees may apply on vacancies in other classifications without extinguishing their recall rights in their own classification. However, preference may be given to a more experienced employee if a demonstrated need is identified by the Employer at a particular clinic.

17.03 Transfer Date

Operational requirements at the employee's current clinic may be taken into consideration when determining the timing of the transfer. At no time will the transfer date be greater than two (2) months from the time the transfer is approved.

17.04 Limitations on Right to Transfer

No employee will be considered for a transfer if the employee's last performance evaluation was overall unsatisfactory or where the employee has received within the six (6) months prior to the requested transfer a written reprimand or suspension.

17.05 Filling Temporary Contract Positions

The Employer may fill temporary contract employee positions for relief work. These positions will be filled through the request for transfer mechanism set out in section 17.01. Regular employees electing to accept a temporary contract position shall return to their regular position upon completion of the position. All provisions of the Agreement covering regular employees will continue to apply.

ARTICLE 18 — PROMOTIONS AND APPOINTMENTS TO A POSITION IN NEW CLASSIFICATIONS

18.01 First Consideration

The Employer agrees that when a position in a new classification is created at a clinic or when there is a vacancy in a classification other than Medical Receptionist or Nurse which is within the Union bargaining unit, the Employer shall give its employees first notice by posting a notice inviting applications for the position. Where an employee within the bargaining unit is not appointed to fill the position, she or he shall be given, upon request, an explanation as to why her or his application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling a Position in New Certification

In filling a position in a new classification or a vacancy in a classification other than Medical Receptionist or Nurse which is in the Union's bargaining unit, if more than one employee has applied for the position, the Employer will give consideration to the qualifications and abilities of each of the candidates as they relate to the competencies set out in the job description and if those qualifications and abilities are equal, the most senior employee will be awarded the position.

18.03 Qualifying Period

A regular employee who is promoted to a position or awarded a position in a new classification shall be considered a qualifying employee in her or his new position for a period of ninety (90) calendar days. If a regular employee is promoted to a position or awarded a position in a new classification and is found to be unsatisfactory, he or she shall be returned to her or his previously held classification without loss of seniority or accrued benefits and will be returned to the wage rate she or he would have been at had the

employee not been awarded the position.

18.04 Promotion Outside the Bargaining Unit

If a regular employee is promoted or transferred to a position outside the certification and is found to be unsatisfactory or the employee finds the position to be unsatisfactory, the employee shall be returned to her or his previously held classification without loss of seniority and accrued benefits and shall be slotted at the wage rate to which she or he would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) working days from the date she or he commences work in the new position.

18.05 Other Affected Employees

Any other employee who is affected by the return of an employee pursuant to sections 18.03 and 18.04 shall be returned to her or his former classification, or if there is no position to return to, may be laid off in accordance with this Agreement.

18.06 Increment Anniversary Date

A promotion shall change an employee's increment anniversary date to the date of the promotion. The employee on a promotion shall go to the start rate for the new classification.

18.07 Temporary Assignment to Lower Rated Position

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

18.08 Voluntary Demotion

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

ARTICLE 19 — LAY-OFF & RECALL

19.01 Lay-Off

In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority within a classification, provided that there are employees with greater seniority who have the required qualifications and ability and who are willing to do the work of the employee being laid off.

19.02 Lay-Off Notice

The Employer shall give regular employees fourteen (14) calendar days written notice of lay-off, with a copy to the Union, normal pay in lieu of such notice or a combination of written notice and pay in lieu of notice.

19.03 Pro-rated Notice for Part-Time Employees

Regular part-time employees will also be entitled to fourteen (14) calendar days written notice of lay-off, pay in lieu of such notice or a combination of notice or pay in lieu of notice. Pay in lieu of notice, if any,

shall be calculated as follows:

hours paid per month (*excluding overtime*) x work days in lieu of notice
divided by 156.6 hours
[NTD: confirm 156.6 hours]

19.04 Employee Options on Lay-Off

The notice of lay-off will identify the employee's entitlement to benefits (if any), and the options available to the employee, which may include:

- A) the right to bump the most junior employee in the employee's classification with the equivalent hours and status or at the option of the employee, alternate hours or status, employed in the bargaining unit provided the employee is qualified to do the job of the junior employee,
- B) the opportunity to apply for a vacancy that exists at the time of lay-off,
- C) the opportunity to accept temporary contract work as it becomes available,
- D) full lay-off with the right to recall, or
- E) waiver of recall and voluntary termination.

19.05 Lay Off of Employees on Leave of Absence

Employees on an approved leave of absence who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects to make their choice on return to work the choice will be based on the available positions and seniority lists current at that time.

19.06 Exercise of Options

When notice of displacement or lay-off has been issued, the laid off employee, a representative of the Union and the Employer will review the affected employee's available options. The affected employee's options must be exercised within five (5) calendar days of receipt of written notification of lay-off by written notice to the Team Leader/ Senior Team Leader or designate with a copy to Human Resources.

19.07 Contact Information of Employees on Recall

An employee on recall must ensure that she/he has provided the Employer with current contact information (address, phone numbers, email address).

19.08 Recall

Employees will be recalled in order of seniority within a job classification, provided that they have the qualifications and ability to perform the available work. The Employer will contact the employee by telephone and give to the employee a verbal Notice of Recall. If the Employer attempts but does not contact the employee by telephone, then the Employer will deliver a written Notice of Recall to the employee at the employee's last known address. Employees on recall shall have the ability to access vacancies within other classifications within their recall period without extinguishing their recall rights within their own classification.

19.09 Failure to Return to Work

If an employee does not return to work within five calendar days from date of the verbal Notice of Recall (if the employee is contacted) or delivery of the Notice of Recall, then he or she will be deemed to have abandoned his or her employment.

19.10 Benefits Continued

For post probationary employees the Employer will maintain an employee on her/his coverage, if any, on BC Medical, Extended Health and Dental for the first thirty (30) calendar days after her/his date of lay off.

19.11 Recall Period

Post probationary employees who are laid-off beyond six (6) months shall be deemed to be terminated from employment. Probationary employees who are laid-off beyond three (3) months shall be deemed to be terminated.

ARTICLE 20 — NEW CLASSIFICATIONS

20.01 Notice to Union

If the Employer creates a new position or classification not covered by the Agreement, the Employer shall establish the salary and give written notice to the Union of its intent to implement the salary for the new positions or new classification.

20.02 Failure to Object

If the Union fails to object in writing within seven (7) days of receipt of the notice from the Employer, the salary will be considered as established.

20.03 Negotiation of Rate for New Classification

If the Union objects to the salary, the parties will negotiate the salary for the new position or the new classification. If the parties fail to agree on the rate, the Employer will use the rate proposed by it and the Union will have the right to grieve whether or not the rate is appropriate.

ARTICLE 21 — JOB DESCRIPTIONS

21.01 Content of Job Descriptions

Job descriptions should contain the job title, title of the immediate supervisor, classification, and wage level of the job, a summary statement of the job, a list of the duties and qualifications, and the date prepared.

21.02 Provision of Job Descriptions

The Union acknowledges it has been provided with copies of the Employer's job descriptions for the Nurse and Medical Receptionist positions. The Union is also in receipt of the Team Leader job description.

21.03 New or Amended Job Description

If, during the term of this Agreement the Employer amends a job description for a classification covered

by this Agreement or establishes a new classification which is included in the certification issued to the Union, it will prepare a job description for the new classification and provide a copy of any changed or new job descriptions to the Union.

21.04 Access by Employee

Employees shall have access to a copy of the current job description for their classification.

ARTICLE 22 — WORK SCHEDULES

22.01 Work Schedules

Currently, full time employees are scheduled to work Monday to Friday each week with either an early start time or a later start time. At the time of hire regular full time employees will be advised of their work schedule including their scheduled start and end time each day. Part time employees, in addition to start and end time, will be advised of the days that they are scheduled to work each week.

22.02 Notice of Permanent Change of Work Schedule

The Employer will provide an employee with fourteen (14) calendar days' notice of a permanent change in start time or scheduled days of work.

22.03 Notice of Temporary Change in Work Schedule

The Employer will provide an employee with twenty-four (24) hours notice of a temporary change in his or her work schedule. If the Employer is unable to provide twenty-four (24) hours notice of the temporary change, the Employer will pay the employee overtime for hours worked that are outside the hours he or she would have worked prior to the change. This provision does not apply to the change in a part time employee's work schedule for weeks in which a statutory holiday occurs.

22.04 Home Clinics

- A) Employees will be assigned to a home clinic where they will primarily be scheduled to work. However, employees may be scheduled to work at any of the Clinics covered by this Agreement, based on operational requirements;
- B) The Employer shall make every effort to minimize the movement of employees from their home clinic to an alternate clinic;
- C) Where employees are required to move to an alternate clinic, this shall be done on a voluntary basis, wherever possible. If no volunteer is identified, scheduling of employees to an alternate clinic shall be done on a rotational basis and at no time shall an employee be required to work at an alternate clinic for more than seven (7) days in a month. Additional reasonable travel expenses incurred in travelling to and from the alternate clinic shall be compensated by the Employer.

22.05 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

- A) Prior approval in writing of such exchange is given by the employee's immediate supervisor; and

- B) The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

ARTICLE 23 — HOURS OF WORK

23.01 Hours of Work

The normal weekly full time hours are an average of forty (40) hours per week, exclusive of meal period. The normal daily fulltime shift is eight (8) hours per day, exclusive of meal periods.

23.02 Start and Stop Times of Clinic Hours

The start and end time of clinic hours may vary to accommodate business and patient demands.

23.03 Consecutive Hours of Work

The scheduled daily hours of work for each employee shall be consecutive.

23.04 Minimum Daily Pay

An employee who reports for work as scheduled in the usual manner who is prevented from working his/her full scheduled shift due to a cause not within his/her control, such as a flood or power outage, will be entitled to two (2) hours pay at his/her regular rate whether or not the employee starts work.

23.05 Meal Period

There will be an unpaid meal period of half (1/2) an hour for all employees working five (5) or more hours on any day. Employees must clock out and in for meal periods.

23.06 Refreshments

The Employer shall continue the current practice of allowing employees to access liquid refreshments (within the Employer's policy) to enjoy at their work station throughout the shift based on operational requirements.

ARTICLE 24 — OVERTIME

24.01 Definition

Overtime means pre-authorized work performed by an employee at the request of the Employer in excess of eight (8) hours in a day or forty (40) hours in a work week.

24.02 Employees Requirements to Work Overtime

The Employer may request an employee to work a reasonable amount of overtime. In the unusual circumstance that overtime may be required and there may be no volunteers to fill the requirements, employees will be assigned the overtime on a rotational basis.

24.03 Payment of Overtime

All overtime worked by the employee shall be paid at the applicable overtime rate on the employee's next regular pay date.

24.04 Overtime Pay Calculation

- A) Overtime shall be paid at the rate of one and one half (1 ½) times the normal hourly rate for hours worked over eight (8) hours in a day but under twelve (12) hours in a day and for all hours worked over forty (40) hours in a work week. In calculating the overtime for a work week only, the first eight (8) hours in any work day will be counted no matter how many hours the employee works on any work day;
- B) Overtime at the rate of double time (2x) will be paid for hours worked in excess of twelve (12) hours in a day.

24.05 Meal Periods

If any employee is expressly requested by the Employer to work through his/her meal period, the employee will be entitled to overtime pay at one and a half (1 ½) times his/her regular rate for all time worked within the half hour meal period.

ARTICLE 25 — COMPASSIONATE LEAVE

25.01 Application

- A) Three (3) days compassionate leave with pay will be provided upon request to a regular employee who has completed his/her probationary period, who required time off from scheduled work days in the event of a death in the employee's immediate family;
- B) A regular employee who has not completed his/her probationary period is entitled to up to three (3) days of unpaid compassionate leave in the event of a death in the employee's immediate family.

25.02 Definition

"Immediate family" means spouse, including common law and same sex spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

25.03 Additional Leave Without Pay

The Employer will make every effort to grant an additional leave without pay at the request of an employee in the event of the death of the employee's spouse or child.

ARTICLE 26 — HUMAN RIGHTS

26.01 Commitment to Principles of the *Human Rights Code*

The Employer and the Union confirm their commitment to ensuring compliance with the provisions of the Human Rights Code of British Columbia (the "Code") in the Clinics.

26.02 No Discrimination – Union Activity

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

26.03 No Discrimination – Prohibited Grounds

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of any of the prohibited grounds set out in the Code.

26.04 Respectful Workplace

All employees and management are required to conduct themselves in a respectful manner in the workplace.

26.05 Workplace Free from Discrimination

The Union and the Employer recognize the right of employees to work in an environment free from discrimination or harassment on any of the prohibited grounds set out in the Code and the Employer and the Union will cooperate in dealing with any employee engaging in harassment at the workplace.

ARTICLE 27 — WORKERS COMPENSATION AND OCCUPATIONAL HEALTH AND SAFETY PROGRAM

27.01 Principles

- A) The Employer, the Union and the employees agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* (the "Act") and the Occupational Health and Safety Regulations (the "Regulations").
- B) The Employer will ensure that the Regulations are readily available at each worksite for reference by the employees and will advise the employees where the Regulations are available for viewing.
- C) The Employer confirms that all employees are covered by the Act.

27.02 Discussion of Health and Safety Concerns

The Employer and the Union recognize the role of the Joint Management/Union committee established under Article 8 in promotion of a safe and healthful workplace. The parties agree that discussion of health and safety issues will be conducted at this meeting.

27.03 Safe Workplace

- A) 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 will take all reasonable steps to eliminate, reduce and/or minimize threats to the health and safety of employees.
- B) Employees will report any aggressive behaviour by a patient to management who will investigate. If the Employer determines that the patient constitutes a risk to employees' safety, treatment of the patient will be discontinued.
- C) The Employer will provide orientation and/or in-service which is reasonably necessary for the safe

performance of work including universal precautions, the safe use of equipment and the safe handling of materials and products.

27.04 Early Return to Work

The Employer and the Union are committed to early return to work for employees absent due to illness or injury where an accommodation is reasonably available based on the employee's limitations as determined by the employee's physician or other treating health care professional where such accommodation does not result in undue hardship to the Employer.

ARTICLE 28 — EDUCATION AND STAFF DEVELOPMENT

28.01 Application

If the Employer requires an employee to attend any educational program including a seminar or in-service, the employee will be paid at his or her applicable rate of pay during his or her attendance at the educational program.

ARTICLE 29 — ELECTION LEAVE

29.01 Application

Employees who are eligible to vote in a federal or provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast his or her vote. If required in order to satisfy this provision, the Employer will adjust each employee's schedule to ensure that he or she has the four (4) hours free from work during the time the polls are open, without loss of pay.

ARTICLE 30 — MATERNITY/PARENTAL LEAVE

30.01 Pregnancy Leave

- A) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave:
 - i) Beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date;
 - ii) Ending no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date;
- B) An employee who requests leave under this section following the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy;
- C) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection Article 30.01 A)i) or A)ii);
- D) A request for leave must:
 - i) Be given in writing to the Employer;
 - ii) If the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the date that the employee proposes to begin leave; and

- iii) If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection Article 30.01 B);
- E) If requested for a shorter period under subsection Article 30.01 A)i) must:
 - i) Be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work;
 - ii) If required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- F) Benefits will be provided as follows:
 - i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 32 – General Leaves of Absence;
 - ii) For the balance of the seventeen (17) week period i.e., seventeen (17) weeks less twenty (20) work days, the services of an employee who is on pregnancy leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee and the Employer shall continue to make payments to the plans in the same manner as if the employee was not absent, so long as the employee makes her own payments, if any, as per Article 37 (Medical, Extended Health & Dental..) to the plans during her absence.

30.02 Parental Leave

- A) An employee who requests parental leave under this Section is entitled to:
 - i) For a birth mother who takes leave under Article 30.01 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 30.01 unless the Employer and employee agree otherwise;
 - ii) For a birth mother who does not take leave under Article 30.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - iii) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
 - iv) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- B) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 30.02 A);
- C) A request for leave must:
 - i) Be given in writing to the Employer;
 - ii) If the request is for a leave under Articles 30.02 A) i), 30.02 A)ii), and 30.02 A) iii) given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
 - iii) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- D) An employee's combined entitlement to leave under Article 30.01 and 30.02 and is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 30.01 C) or Article 30.02 B).

30.03 Return to Employment

An employee returning to employment after a maternity or parental leave of absence, shall be reinstated to his or her previous position, if available, or to a comparable position with all increments to salary and benefits to which the employee would have become entitled during the period of the employee's absence.

ARTICLE 31 — STATUTORY HOLIDAYS

31.01 Statutory Holiday Entitlement

- A) In order to qualify for a paid statutory holiday, an employee must have worked for the Employer for a period of not less than thirty (30) calendar days preceding the statutory holiday and have worked or earned wages for at least fifteen (15) of those thirty (30) calendar days.
- B) Each employee will receive a day off for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government:

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

31.02 Pay for Statutory Holiday

- A) A regular full time employee will receive a regular day's pay for each of the aforementioned paid statutory holidays; and
- B) A regular part-time employee and a temporary contract employee will receive pay for the statutory holiday based on the following formula:

*Wages earned by the part-time or temporary contract employee within the thirty (30) calendar day
period proceeding the statutory holiday

Number of days the employee has worked or earned wages within the thirty (30) day period

**Wages earned within the thirty (30) day period include vacation pay that is paid or payable for any days of vacation taken during that period but does not include any amounts paid or payable for overtime.*

31.03 Work on a Statutory Holiday

Where an employee is required to work on a statutory holiday, the employee will be paid one and a half (1½) times the employee's regular wage for the time worked on the statutory holiday, up to twelve (12) hours and double (2x) the employee's regular wage for any time worked over twelve (12) hours on that day. The employee is not entitled to a day off in lieu of the statutory holiday where they have worked on the statutory holiday.

31.04 Statutory Holiday Coinciding with a Rest Day

Where a statutory holiday falls on an employee's day off, the employee will receive a day off with pay in lieu of the statutory holiday.

31.05 Statutory Holiday Coinciding with Vacation

Where a statutory holiday falls within an employee's vacation period, the employee will receive an additional day off with pay.

ARTICLE 32 — GENERAL LEAVES OF ABSENCE

32.01 Application

- A) An employee granted any unpaid leave of absence totalling less than twenty-one (21) work days in any calendar year shall continue to accumulate sick leave and vacation accruals and maintain BC Medical, Extended Health, Dental, Life Insurance and Long Term Disability Insurance coverage, if applicable, provided the employee continues to remit his or her contributions, if any, during this period. Any excess leave over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.
- B) The Employer agrees to make every reasonable effort to grant employee requested unpaid educational leave of absence subject to operational requirements.

32.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion based on operational requirements. Reasonable notice of at least thirty (30) days shall be given to minimize dislocation of staff. A leave of absence may be granted with less than thirty (30) days notice in case of emergency or other extenuating circumstances. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

32.03 Increments

Leave of absence shall not affect annual increments when granted for educational purposes or parental leave.

ARTICLE 33 — SICK LEAVE

33.01 Eligibility

Regular employees shall be entitled to participate in the sick leave program upon completion of three (3) months of active service with the Employer.

33.02 Sick Leave Plan Benefits

- A) Regular full-time employees receive five (5) sick days for each payroll calendar year (from the start of the first full pay period of each calendar year and ending twenty-six (26) pay periods later);

- B) All regular full-time employees hired after July 1st of each year will receive three (3) sick days for that year;
- C) Regular part-time employees will receive three (3) sick days for each payroll calendar year or one (1) sick day if hired after July 1st in that year;
- D) Sick days must be taken in full day increments and will be paid as full day increments. No sick pay will be paid for part days;
- E) Sick leave is not cumulative from year to year and any unused sick leave at year end will not be paid out to the employee;
- F) When appropriate, the Employer may request a medical certificate to substantiate a sick leave claim;
- G) Sick leave is not to be used for the purpose of attendance at medical or dental appointments, which shall be arranged during normal off duty hours;
- H) Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation, shall be paid for from the employee's remaining sick leave.

ARTICLE 34 — FAMILY RESPONSIBILITY LEAVE

34.01 Entitlement

Employees are entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- A) the care, health or education of a child in the employee's care; or
- B) the care of health of any other member of the employee's immediate family.

34.02 Definition

"Immediate family" has the same meaning as defined in Article 25 — Compassionate Leave.

ARTICLE 35 — UNION LEAVE

35.01 Entitlement

An employee on an unpaid union leave of absence shall have his or her wages, benefits and seniority continued by the Employer subject to the Union agreeing to and reimbursing the Employer for the costs of such wages and benefits.

35.02 Notice of Leave

Employees requesting union leave under this Article will provide the Employer with as much advance notice as possible of the date of the leave.

35.03 Eligibility

A leave of absence without pay shall be granted to an employee who is a member of the Union and who

is:

- A) A union council/board member for the purpose of attending regular or special meetings of the council/board which time will include reasonable travel time;
- B) Elected or appointed to represent the Union and/or a region of the Union at an annual or special convention of the Union;
- C) A member of the Union bargaining committee. Such leave, including travel time, shall be granted to attend preparatory negotiating meetings, to conduct negotiations and to participate in mediation, hearings or arbitrations;
- D) Appointed or elected to a special or standing committee of the Union to attend regular or special meetings of such committee, subject always to the operational requirements of the clinic.
- E) Elected or appointed to the position of full time President with the Union.

35.04 Effect of Leave on Employee

Union leave, as set out above, will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave or sick leave. The Employer will continue to pay its portion of the premiums for medical, dental, extended health and group life insurance coverage while the employee is on leave, subject only to the agreement of the Union to reimburse the Employer for the costs of the benefits.

ARTICLE 36 — VACATION LEAVE

36.01 Vacation Entitlement

- A) Regular employees are entitled to an annual vacation after twelve (12) consecutive months of employment;
- B) After twelve (12) consecutive months of employment, a regular full-time employee is entitled to ten (10) working days as vacation time with vacation pay calculated at four percent (4%) of his or her prior year's wages;
- C) After three (3) consecutive years of employment, a regular full-time employee is entitled to fifteen (15) working days as vacation time with vacation pay at six percent (6%) of his or her prior year's wages;
- D) After seven (7) consecutive years of employment, a regular full-time employee is entitled to twenty (20) working days as vacation time with vacation pay at eight percent (8%) of his or her prior year's wages;
- E) Regular part-time employees are entitled to vacation time on a pro rata basis, based on their years of service and the percentage of days worked in the year of employment entitling the employee to the vacation time. Regular part-time employees will receive vacation pay at four percent (4%) of his or her prior year's wages during the first three (3) years of employment, at six percent (6%) of his or her prior year's wages after three (3) consecutive years of service and at eight percent (8%) of his or her prior years wages after seven consecutive years of service;

- F) Temporary contract employees will be paid vacation pay on each payroll calculated at four percent (4%) of his or her wages.

36.02 Scheduling of Vacation

- A) The Employer will post a vacation list for each clinic on or before November 1st of each year;
- B) Requests for vacation time must be submitted by November 30th each year for the following year's vacation;
- C) The Employer will approve vacation requests by December 31st each year;
- D) The Employer permits annual vacation to be taken during the entire year;
- E) The scheduling of vacation will always be subject to the operational requirements of each clinic;
- F) Vacations that are to be approved by December 31st of the prior calendar year will be approved on the basis of seniority on the basis that employee with the longest seniority will have the first choice of vacation times. Vacation requested after the November 30th cut-off date will be scheduled at a mutually agreeable time between the Employer and the employee on a first come, first serve basis, subject only to the operational requirements of the clinics. If more than one employee applies after the November 30th cut-off date, at the same time, for the same period of vacation, then seniority will be the determining factor;
- G) Where an employee chooses to divide his or her vacation, the employee will not receive his or her second choice of when the employee wishes to take the subsequent portion of the vacation until all other employees in the clinic have made his or her first choice of vacation time;
- H) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent;
- I) Unused vacation will either be paid out or carried over at the employee's option. If the employee opts to carry over vacation, no more than five (5) days in any one calendar year may be carried over and those days must be used by March 31st of the following year.

ARTICLE 37 — MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, GROUP LIFE INSURANCE & LONG TERM DISABILITY

37.01 Medical Coverage

- A) Regular full-time and regular part-time employees shall be covered by the British Columbia Medical Services Plan. The Employer will pay one hundred percent (100%) of the premium for a regular full-time employee and fifty percent (50%) of the premium for a regular part-time employee who is regularly scheduled to work twenty (20) hours per week or more;
- B) A regular full time employee may cover an eligible dependent (including a common law spouse) if the employee pays fifty percent (50%) of the full premium for the eligible dependent through payroll deduction. The Employer will pay the other fifty percent (50%) of the premium for eligible dependants for full time employees;

- C) The medical plan will become effective on the first (1st) day of the calendar month following completion of the probationary period.

37.02 Extended Health Care Coverage

- A) The Employer will pay one hundred percent (100%) of the monthly premium for extended health care coverage for regular full-time employees and his or her eligible dependants and fifty percent (50%) of the monthly premium for a regular part-time employee who is regularly scheduled to work 20 hours per week or more and his or her eligible dependants;
- B) The extended health care coverage will become effective on the first (1st) day of the calendar month following completion of the probationary period;
- C) The Employer will continue the current Sun Life plan, or such other plan mutually acceptable to the Union and the Employer, which provides the benefits as outlined in Appendix "A". In addition, effective March 1, 2011, the Plan will provide vision care coverage providing one hundred and twenty-five dollars (\$125) every twenty-four (24) months per eligible employee or eligible dependant.

37.03 Dental Coverage

- A) The Employer will pay one hundred percent (100%) of the monthly premium for dental coverage for regular full-time employees and his or her eligible dependants and fifty percent (50%) of the monthly premium for a regular part-time employee who is regularly scheduled to work twenty (20) hours per week or more and his or her eligible dependants;
- B) The dental coverage will become effective on the first (1st) day of the calendar month following completion of the probationary period;

37.04 Group Life Insurance

A) Eligibility

Regular full-time and regular part-time employees who are regularly scheduled to work twenty (20) hours per week or more shall, effective the first of the month following completion of his or her probationary period, be covered by a group life insurance plan;

B) Benefits

The plan shall provide basic life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000). Coverage shall continue until termination of employment or age sixty-five (65), whichever is earlier. Upon termination of employment, including retirement, coverage can continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised, that is the individual covered may convert a portion of his or her group life insurance up to the maximum allowable under the plan, to an individual life insurance policy with Sun Life without proof of good health;

C) Premiums

The Employer shall pay one hundred percent (100%) of the premium for the group life insurance for regular full-time employees and fifty percent (50%) of the premium for regular part-time employees.

37.05 Long Term Disability Plan

- A) The Employer will provide a long term disability plan for regular full-time employees;
- B) The premium for the long term disability benefit will be one hundred percent (100%) paid by the employee;
- C) The long term disability coverage will become effective on the first day of the calendar month following completion of six (6) months of employment;
- D) The Employer will continue the current Sun Life plan, or such other plan mutually acceptable to the Union and the Employer, which provides the benefits as outlined in Appendix "C".

ARTICLE 38 — RETIREMENT PLAN

38.01 Eligibility

All regular full-time and regular part-time employees, effective the first (1st) of the month following completion of the probationary period, are to be enrolled in a retirement plan at the employee's option.

38.02 Benefits

- A) Participation by a regular employee is optional. If the employee opts to contribute, contributions shall be made at a rate of not less than two percent (2%) of their regular straight time earnings;
- B) The Employer will match the employee's two percent (2%) contributions on a monthly basis and vesting of the Employer's contribution is immediate.
- C) An employee may make voluntary contributions in addition to their regular two percent (2%) contribution. However, the Employer will not match any voluntary contributions;
- D) Employees are offered a choice in the type of investment;
- E) Employees may make withdrawals from their personal contributions, however, the following limits apply:
 - i) If an employee completely withdraws his or her contributions, the employee will not be entitled to re-enrol in the group RRSP for a period of one (1) year;
 - ii) An employee is entitled to make one (1) withdrawal per calendar year without incurring administrative fees. After the first withdrawal, any further withdrawals in that calendar year will be subject to a fee of twenty-five dollars (\$25) per withdrawal;
 - iii) An employee is not permitted to withdraw any of the Employer's contributions to the employee's RRSP until the employee terminates employment with the Employer;
- F) Upon termination of employment, an employee is required to transfer their RRSP account balance to a personal RRSP with the same carrier, transfer the funds to an RRSP with another financial

institution, transfer to a registered pension plan (where applicable) or receive the account balance in cash, which is then subject to the required taxes;

- G) In the event of a death of the employee prior to retirement, the employee's designated beneficiary, if any, or the employee's estate will receive the full value of the account balance, subject to taxation;
- H) Employees will be provided with semi-annual statements of the balance of their RRSP account and activities relating to the account and will receive annual receipts for taxation purposes.

ARTICLE 39 — PAYMENT OF WAGES

39.01 Wages

Wages will be paid to each employee in accordance with Article 43 – Wage Schedule.

39.02 Pay Days

The Employer will pay employees on the bi-weekly pay days by direct deposit.

39.03 Statement of Wages

The Employer will, for each pay day, provide to each employee a statement of wages for that pay period by electronic means or by mail stating:

- A) the hours worked by the employee;
- B) the employee's wage rate and, if the wage rate has varied during the pay period, the hours work at each rate;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate and the overtime wage rate;
- D) any additional payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and purpose of each deduction;
- F) the amount being received by the employee;
- G) the sick leave used within the pay period and accumulated balance;
- H) vacation hours taken within the pay period.

ARTICLE 40 — GENERAL CONDITIONS

40.01 Registration

- A) To practice as a nurse, an employee must be authorized to do so under the provisions under the *Nurses' (Registered) Act or the Health Professions Act of British Columbia*. Such authorization must be in effect by December 31st of each calendar year for Licensed Practical Nurses and by March 31st each calendar year for Registered Nurses;

- B) At the Employer's request, a nurse is required to confirm his or her authorization to practice by presentation of his or her registration card, license, permit or other proof acceptable to the Employer.

ARTICLE 41 — LIABILITY INSURANCE

41.01

The Employer has, and will maintain, liability insurance that provides coverage, including management and payment of defence costs, for employees who are sued as a result of the performance of his or her duties for the Employer, so long as the employee, at the time of the incident giving rise to the claim, was acting within the scope of his or her employment duties and following authorized policies and procedures as set out by the Employer.

ARTICLE 42 — EFFECTIVE AND TERMINATION DATES

42.01

This Agreement shall be effective on ratification of the Agreement and shall remain in force and be binding upon the parties until December 31, 2014 and thereafter until a new Agreement has been ratified.

42.02

The operation of section 50(2) and (3) of the *Labour Relations Code* of British Columbia (or any succeeding acts) is specifically excluded from this Agreement.

42.03

All terms of this Agreement shall come into effect at 0001 hours on the date stipulated within the Agreement.

ARTICLE 43 — WAGE SCHEDULES

	First Year	Second Year	Third Year
Medical Receptionist	\$13.50	\$14.00	\$14.50
Nurse	\$20.50	\$21.25	\$22.25

43.01

All employees will be placed on the wage grid in his or her job classification based on his or her years of service with the Employer effective the date of ratification of this Collective Agreement.

43.02

An employee whose current hourly wage is greater than the hourly wage for his or her classification and years of service will be red circled and receive no increase until the wage for his or her classification exceeds his or her current hourly wage.

43.03

There shall be a wage increase of one point five percent (1.5%) effective January 1, 2012, January 1,

2013, and January 1, 2014 (expiry date is December 31, 2014).

ARTICLE 44 — USE OF SURVEILLANCE EQUIPMENT

44.01 Use of Surveillance

The Employer may use surveillance for legitimate business purposes including investigating or preventing theft or for safety of employees or third parties where less intrusive alternatives have been considered and found to not be feasible.

44.02 Productivity

Surveillance will not be used by the Employer for the purpose of monitoring employee productivity.

APPENDIX “A”

Extended Health Care (Medicare Supplement)

Extended Health Care – Contract No. 23541

General description of the coverage	<p>The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.</p> <p>In this section, <i>you</i> means the employee and all dependents covered for Extended Health Care benefits.</p> <p>Extended Health Care coverage pays for eligible services or supplies for you that are medically necessary for the treatment of an illness. <i>Medically necessary</i> means generally recognized by the Canadian medical profession as effective, appropriate and required in the treatment of an illness in accordance with Canadian medical standards.</p> <p>To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.</p> <p>An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.</p> <p>The benefit year is from January 1 to December 31.</p>
Deductible	<p>There is no deductible for this coverage.</p>
Prescription drugs	<p>We will cover 80% of the cost of drugs and supplies that legally require a prescription in writing by a doctor or dentist and are obtained from a pharmacist.</p> <p>For the follow expenses, you should use your drug card:</p> <ul style="list-style-type: none">• medication listed in the Federal or Provincial Drug Schedules which has a Drug Identification Number (DIN) and legally requires a prescription.• injectable drugs and vitamins, insulin and allergy extracts with a DIN.• preparations and compounds of which at least one ingredient is an eligible drug under this benefit.• diabetic supplies. <p>For the following expenses you must submit a claim to Sun Life for reimbursement:</p> <ul style="list-style-type: none">• vaccines and compound serums that require a prescription.• varicose vein injections, if medically necessary. <p>For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period, or, in the case of the following maintenance drugs, in a 100 day period as ordered by a doctor:</p>

antiasthmatics, antibiotics for acne, anticoagulants, anticonvulsants, antihypertensives, antiparkinsons, antituberculosis, cardiac agents, hypoglycaemics, medications for glaucoma, oestrogens, oral contraceptives, potassium replacements and thyroid agents.

We will not pay for the following, even when prescribed:

- infant formulas (milk and milk substitutes), minerals, proteins, vitamins and collagen treatment.
- the cost of giving injections, serums and vaccines.
- medicines obtained from a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- muscle relaxants which do not require a prescription.
- hair growth stimulants.
- products to help you quit smoking, whether or not they require a prescription.
- drugs for the treatment of infertility, whether or not they require a prescription.
- drugs for the treatment of erectile dysfunction.
- intrauterine devices (IUD's).

Generic limit Charges in excess of the lowest priced equivalent generic product are not covered unless the doctor specifies in writing that no substitution for the prescribed drug may be made.

Prior authorization program The prior authorization (PA) program applies to a limited number of drugs taken for non-life-threatening condition and, as its name suggests, prior approval is required for coverage under the program. If you submit a claim for a drug included in the PA program and you have not been pre-approved, your claim will be declined.

In order for drugs in the PA program to be covered, you need to provide medical information. Please use our PA form to submit this information. Both you and your doctor need to complete parts of the form.

You will be covered for these drugs if the information you and your doctor provide meets our medical criteria. If not, your claim will be declined. For most drugs in the program, there is an alternate drug available to treat the illness, which may be covered under this plan.

Processing the PA form takes 2 business days from the time the PA form is received. You will be contacted either directly or through your pharmacy (as per your request on the PA form) once a decision is made. We keep approval information on file so that you can submit future claims for the drug at the pharmacy using your drug card.

The only exception is that approval for anti-obesity drug is valid for one year only. For continued coverage beyond that year, you will need to reapply for

approval.

A limited number of drugs in the following categories are included in the PA program:

- anti-depressant drugs.
- anti-inflammatory drugs.
- benign prostate enlargement drugs
- Crohn's disease drugs.
- migraine headache drugs.
- rheumatoid arthritis drugs.
- selected muscle or nerve disorder drugs.
- sleeping drugs.
- ulcer or heartburn drugs.

This list will change from time to time as drugs are added or removed. Please contact your benefits administrator for the most current list.

Our prior authorization forms are available from the following sources:

- our Sun Life Financial Plan Member Services website at www.sunlife.ca/member
- from there, click on *About Group Benefits* and then *Prior Authorization Drug List and Forms*
- our Sun Life Financial Customer Care centre
- call toll-free 1-800-361-6212
- your employer
- ask your benefits administrator.

Trial program The trial program applies to drugs that are generally known to have a greater potential for side effects. When you use your drug card at the pharmacy for one of the drugs in the program, or your doctor changes the strength of a drug you are already taking, the pharmacist will give you the option to first try the drug for a short period of time, usually 7 days. You are not required to participate. It is up to you to let the pharmacist know if you are interested.

After a few days, your pharmacist needs to know if you are tolerating the medication. If you are, the pharmacist will dispense the rest of your prescription. If you do experience side effects or feel the drug is not working, the pharmacist will either call your doctor or suggest you talk to your doctor to discuss an alternate drug.

Maintenance program The maintenance program is designed for people taking an eligible drug for a prolonged period (more than 3 months). This program provides you with the option to purchase up to a 3 month supply of the drug at one time, which will be reimbursed under your plan. You are not required to participate. It is up to you to let the pharmacist know if you are interested.

When you use your drug card at the pharmacy, and our system shows that you have had 3 consecutive 30 day prescriptions for the same drug, the pharmacist will ask you if you are interested in a 3 month supply. If you agree, the

pharmacist will contact your doctor for approval.

The program includes all drugs used for the treatment of chronic health conditions, for example high blood pressure and high cholesterol.

As a safeguard, the program does not include narcotics or controlled medications.

Other health professionals allowed to prescribe drugs

We reimburse certain drugs prescribed by other qualified health professionals the same way as if the drugs were prescribed by a doctor or a dentist if the applicable provincial legislation permits them to prescribe those drugs.

Hospital expenses in your province

We will cover 100% of the costs for out-patient services in a hospital in the province where you live.

We will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as it is primarily for rehabilitation.

The maximum amount payable is \$20 per day up to a maximum of 180 days for treatment of an illness due to the same or related causes.

For the purposes of this plan, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A *hospital* is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

Expenses out of your province

We will cover emergency services while you are outside the province where you live. We will also cover referred services.

For both emergency services and referred services, we will cover the cost of:

- a semi-private hospital room.
- other hospital services provided outside of Canada.
- out-patient services in a hospital.
- the services of a doctor.

Expenses for all other services or supplies eligible under this plan are also covered when they are incurred outside the province where you live, subject to the reimbursement level and all conditions applicable to those expenses.

Emergency services

We will pay 100% of the cost of covered emergency services.

We will only cover emergency services obtained within 60 days of the date you leave the province where you live. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Emergency services mean any reasonable medical services or supplies, including advice, treatment, medical procedures or surgery, required as a result of an emergency. When a person has a chronic condition, emergency services do not include treatment provided as part of an established management program that existed prior to the person leaving the province where the person lives. Therefore, if such a chronic condition exists, prior to travel you should consult with your physician and obtain a note that your condition is stable and it is expected that you will not require any treatment for the duration of your trip out of province.

Emergency means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a doctor.

At the time of an emergency, you or someone with you must contact Sun Life's Emergency Travel Assistance provider, Europ Assistance Services, Inc. All invasive and investigative procedures (including any surgery, angiogram, MRI, PET scan, CAT scan), must be pre-authorized by Europ Assistance prior to being performed, except in extreme circumstances where surgery is performed on an emergency basis immediately following admission to a hospital.

If contact with Europ Assistance cannot be made before services are provided, contact with Europ Assistance must be made as soon as possible afterwards. If contact is not made and emergency services are provided in circumstances where contact could reasonably have been made, then Sun Life has the right to deny or limit payments for all expenses related to that emergency.

An emergency ends when you are medically stable to return to the province where you live.

*Emergency services
excluded from
coverage*

Any expenses related to the following emergency services are not covered:

- services that are not immediately required or which could reasonably be delayed until you return to the province where you live, unless your medical condition reasonably prevents you from returning to that province prior to receiving the medical services.
- services relating to an illness or injury which caused the emergency, after such emergency ends.
- continuing services, arising directly or indirectly out of the original emergency or any recurrence of it, after the date that Sun Life or Europ Assistance, based on available medical evidence, determines that you can be returned to the province where you live, and you refuse to return.
- services which are required for the same illness or injury for which you received emergency services, including any complications arising out of that illness or injury, if you had unreasonably refused or neglected to receive the

recommended medical services.

- where the trip was taken to obtain medical services for an illness or injury, services related to that illness or injury, including any complications or any emergency arising directly or indirectly out of that illness or injury.

Referred services *Referred services* must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. We will pay 100% of the costs of referred services. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

All referred services must be:

- obtained in Canada, if available, regardless of any waiting lists, and
- covered by the medicare plan in the province where you live.

However, if referred services are not available in Canada, they may be obtained outside of Canada.

Emergency services outside Canada Expenses incurred for emergency services outside Canada are subject to a lifetime maximum of \$1,000,000 per person or, if lower, any other applicable lifetime maximum.

Medical services and equipment

We will cover 100% of the costs for the medical services listed below when ordered by a doctor (the services of a licensed optometrist, ophthalmologist or dentist do not require a doctor's order).

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications cannot perform the duties. There is a limit of \$10,000 per person per benefit year.
- transportation in a licensed ambulance, if medically necessary, that takes you to and from the nearest hospital that is able to provide the necessary medical services. Expenses incurred outside Canada for emergency services will be paid based on the conditions specified above for emergency services under *Expenses out of your province*.
- transportation in a licensed air ambulance, if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services. Expenses incurred outside Canada for emergency services will be paid based on the conditions specified above for emergency services under *Expenses out of your province*.
- the following diagnostic services rendered out of a hospital,

except if the covered person's provincial plan prohibits payment of these expenses:

*laboratory tests

*ultrasounds

- dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 12 months of the accident. We will not cover more than the fee stated in the Dental Association Fee Guide for a general practitioner in the province where the employee lives. The guide must be the current guide at the time that treatment is received.
- services of an ophthalmologist or licensed optometrist, up to a maximum of \$50 per person over a period of 24 months.
- wigs following chemotherapy or radiation, up to a lifetime maximum of \$200 per person. Wigs do not require a doctor's order.
- medically necessary equipment rented, or purchased at our request, that meets your basic medical needs. If alternate equipment is available, eligible expenses are limited to the cost of the least expensive equipment that meets your basic medical needs. For expenses incurred for a wheelchair, coverage is limited to the use of a manual wheelchair, except if the person's medical condition warrants the use of an electric wheelchair.
- casts, splints, trusses, braces or crutches.
- breast prostheses required as a result of surgery, up to a maximum of 2 per person over a period of 36 months.
- surgical brassieres required as a result of surgery, up to a maximum of 2 brassieres per person in a benefit year.
- artificial limbs and eyes.
- stump socks, up to a maximum of 5 pairs per person in a benefit year.
- elastic support stockings, including pressure gradient hose, up to a maximum of 4 pairs per person in a benefit year.
- custom-made orthotic inserts for shoes, custom-made orthopaedic shoes or modifications to orthopaedic shoes when prescribed by a doctor, podiatrist or chiropodist, up to a combined maximum of \$300 per person in a benefit year.
- hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person over a period of 5 benefit years. Repairs are included in this maximum. Batteries are not covered.
- radiotherapy or coagulotherapy.
- oxygen, plasma and blood transfusions.
- glucometers prescribed by a diabetologist or a specialist in internal medicine, up to a lifetime maximum of \$700 per person.
- colostomy and ileostomy supplies.

- Prostate Specific Antigen (PSA) test.

Paramedical services We will cover 100% of the costs, up to a maximum per person for each category of paramedical specialists listed below.

Please note that in the absence of any stated per visit limit, costs are subject to Reasonable & Customary (R&C) per visit limits as established by Sun Life. They are subject to change. To verify the current limit with respect to any such practitioner, please call the Sun Life Customer Service line at 1-866-246-4153. Remember to state your province.

- licensed massage therapists, up to a maximum of \$25 per visit and \$500 per benefit year, when ordered by a doctor.
- licensed psychologists, social workers, speech therapists, physiotherapists, naturopaths or acupuncturists, up to a maximum of \$500 per benefit year.
- licensed osteopaths, podiatrists or chiropodists, up to a maximum of \$500 per benefit year, including a maximum of one x-ray examination per specialty each benefit year.
- licensed chiropractors, up to a maximum of \$350 per benefit year. The first 15 visits are limited to \$10 per visit. Thereafter, there is no per visit limit.

We will not pay for the cost of services rendered by a podiatrist in Ontario unless they are performed after the provincial medicare plan has paid its annual maximum benefit.

We will not pay for the cost of services by a chiropractor or a podiatrist in Alberta unless they are performed after the provincial medicare plan has paid its annual maximum benefit.

When coverage ends Extended Health Care coverage will end when the employee retires or reaches age 65, whichever is earlier.

Coverage may also end on an earlier date, as specified in *General Information*.

Payments after coverage ends If you are totally disabled when your coverage ends, benefits will continue for expenses that result from the illness that caused the total disability of the expenses are incurred:

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and
- while this provision is in force.

For the purpose of this provision, an employee is totally disabled if prevented by illness from performing any occupation the employee is or may become reasonably qualified for by education, training or experience, and a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

If the Extended Health Care benefit terminates, coverage for dental services to repair natural teeth damaged by an accidental blow will continue, if the accident

occurred while you were covered, and the procedure is performed within 6 months after the date of the accident.

What is not covered

We will not pay for the costs of:

- services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program unless explicitly listed as covered under this benefit.
- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- equipment that Sun Life considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).
- any services or supplies that are not usually provided to treat an illness, including experimental treatments.
- services or supplies that are not approved by Health Canada or other government regulatory body for the general public.
- services or supplies that are not generally recognized by the Canadian medical profession as effective, appropriate and required in the treatment of an illness in accordance with Canadian medical standards.
- services or supplies that do not qualify as medical expenses under the Income Tax Act (Canada)>
- services or supplies for which no charge would have been made in the absence of this coverage

We will not pay benefits when the claim is for an illness resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- any work for which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, we must receive the claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

EXTENDED HEALTH CARE PLAN MAXIMUMS

1. \$1,000,000 lifetime maximum for out of country expenses
2. \$10,000/year private duty nursing maximum
3. \$200 lifetime maximum for wigs after chemotherapy
4. \$350/year chiropractor maximum
5. \$500/year maximum for certain named paramedical services
6. \$500/5 years for hearing aids

APPENDIX “B” DENTAL CARE

Dental Care – Contract No. 23541

General description of the coverage	<p>The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.</p> <p>In this section, <i>you</i> means the employee and all dependents covered for Dental Care benefits.</p> <p>Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.</p> <p>For each dental procedure, we will only cover reasonable expenses. We will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners in the province where the employee lives, regardless of where the treatment is received. Payments will be based on the current guide at the time the treatment is received.</p> <p>When a fee guide is not published for a given year, the term <i>fee guide</i> may also mean an adjusted fee guide established by Sun Life.</p> <p>When deciding what we will pay for a procedure, we will first find out if other or alternative procedures could have been done. These alternate procedures must be part of usual and accepted dental work and must obtain as adequate a result as the procedure that the dentist performed. We will not pay more than the reasonable cost of the least expensive alternate procedure.</p> <p>If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.</p> <p>An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure. For procedures which take more than one appointment, you incur an expense once the entire procedure is completed.</p> <p>The benefit year is from January 1 to December 31.</p>
Deductible	There is no deductible for this coverage.
Benefit year maximum	<p>We will not pay more than \$1,500 per person for each benefit year for all services.</p> <p>If your coverage starts in the second half of a benefit year, the maximum amount</p>

	for that benefit year will be reduced by 50%.
Restriction on payments	If you apply for coverage either for yourself or your dependents more than 31 days after becoming eligible, the maximum amount we will pay for all eligible expenses is \$100 per person for the first 12 months.
Predetermination	We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$300. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.
Preventative dental procedures	<p>Your dental benefits include the following procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health.</p> <p>We will pay 80% of the eligible expenses for these procedures.</p>
<i>Oral examinations</i>	<p>1 complex examination every 24 months.</p> <p>1 recall examination every 5 months, up to a maximum of 2 examinations per benefit year.</p> <p>Emergency or specific examinations.</p>
<i>X-rays</i>	<p>1 complete series of x-rays or 1 panorex every 24 months.</p> <p>1 set of bitewing x-rays every 5 months, up to a maximum of 2 sets per benefit year.</p> <p>X-rays to diagnose a symptom or examine progress of a particular course of treatment.</p>
<i>Other services</i>	<p>Required consultations between two dentists.</p> <p>Polishing (cleaning of teeth) and topical fluoride treatment once every 5 months, up to a maximum of 2 per benefit year.</p> <p>Emergency or palliative services.</p> <p>Diagnostic tests and laboratory examinations.</p> <p>Removal of impacted teeth and related anaesthesia.</p> <p>Provision of space maintainers for missing primary teeth.</p> <p>Pit and fissure sealants. Only children under 16 are covered for this treatment.</p>

	Oral hygiene instruction, once per lifetime.
Basic dental procedures	<p>Your dental benefits include the following procedures used to treat basic dental problems.</p> <p>We will pay 80% of the eligible expenses for these procedures.</p>
Fillings	Amalgam, composite, acrylic or equivalent.
Extraction of teeth	Removal of teeth, except removal of impacted teeth (<i>Preventative dental procedures</i>).
Basic restorations	Prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns
Endodontics	Root canal therapy and root canal fillings, and treatment of disease of the pulp tissue.
Periodontics	Treatment of disease of the gum and other supporting tissue.
Scaling and root planing	<p>Tartar removal. Scaling means removing calcium deposits above and below the gum line. Root planing is the final smoothing of rough tooth surfaces and removing any remaining calcium deposits.</p> <p>You are covered for up to 8 units of 15 minutes of tartar removal in a benefit year.</p>
Oral surgery	Surgery and related anaesthesia, other than the removal of impacted teeth (<i>Preventative dental procedures</i>).
Repair	Repair of bridges or dentures.
Rebase or reline	Rebase or reline of an existing partial or complete denture.
Prosthodontics	Addition of teeth to an existing partial denture. Coverage is limited to teeth extracted while you are covered under this plan.
When coverage ends	<p>Dental Care coverage will end when the employee retires or reaches age 65, whichever is earlier.</p> <p>Coverage may also end on an earlier date, as specified in <i>General Information</i>.</p>
Payments after coverage ends	If the Dental Care benefit terminates, you will still be covered for procedures to repair natural teeth damaged by an accidental blow if the accident occurred while you were covered, and the procedure is performed within 6 months after the date of the accident.
What is not covered	We will not pay for services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program unless explicitly listed as covered under this benefit.

We will not pay for services or supplies that are not usually provided to treat a dental problem.

We will not pay for:

- procedures performed primarily to improve appearance.
- the replacement of dental appliances that are lost, misplaced or stolen.
- charges for appointments that you do not keep.
- charges for completing claim forms.
- services or supplies for which no charge would have been made in the absence of this coverage.
- supplies usually intended for sport or home use, for example, mouthguards.
- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).
- transplants, and repositioning of the jaw.
- experimental treatments.

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- teeth malformed at birth or during development.
- Participation in a criminal offence.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses,
- or
- the end of your Dental Care coverage.

We can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that we consider necessary.

APPENDIX “C” LONG-TERM DISABILITY

Long-Term Disability – Contract No. 45060

General description of the coverage	<p>Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to Sun Life that:</p> <ul style="list-style-type: none"> • you became totally disabled while covered, and • you have been following appropriate treatment for the disability since its onset. <p>For your Long-Term Disability coverage,</p> <ul style="list-style-type: none"> • during the elimination period and the following 24 months (this period is known as the own occupation period, you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation, and • afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience <p>If you have 35 or more years of employment with your employer, you will be considered totally disabled while you are prevented by illness from performing the essential duties of your own occupation.</p> <p>If you must hold a government permit or licence to perform your own occupation and your permit or license is withdrawn or not renewed solely for medical reasons, we will consider you totally disabled for up to 12 months after the end of the elimination period. You cannot be working other than in a Sun Life approved partial disability or rehabilitation program.</p> <p>Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.</p> <p>If you are totally disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are totally disabled.</p>
When disability payments begin	<p>Your Long-Term Disability payments begin after you have been totally disabled for an uninterrupted period of 120 days or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.</p> <p>This period, which must be completed before disability benefits become payable, is the elimination period.</p> <p>If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your call or scheduled return to full-time work with your employer. You must have been totally disabled for an uninterrupted period of 120 days and</p>

still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer.

What we will pay

Here is how we calculate your Long-Term Disability payments:

Step 1: We take 60% of the first \$4,000 of your monthly basic earnings, add 40% of the balance of your monthly earnings, up to a maximum benefit of \$5,000.

Step 2: We subtract any income provided to you:

- for the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- for the same or subsequent disability under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.
- under a group plan, including any coverage resulting from your membership in an association of any kind.
- under a retirement or pension plan funded in whole or in part by the employer, as a result of your disability or a medical condition.
- under the Quebec Parental Insurance Plan.

The result from Step 2 is the amount you will normally receive.

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your pre-disability basic earnings, we will reduce your Long-Term Disability payment by the excess. Since your benefit is non-taxable, the maximum will be 85% of your pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- under any Workers' Compensation Act or similar law for another disability, excluding any automatic cost-of-living increases that occur after benefits begin.
- under any Criminal Injuries Compensation Act or similar law, where allowed by law.

If you are eligible for any of the income above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using

generally accepted accounting principles.

We will not take into account any benefits that began before your disability began. However, increases in those benefits as a result of your disability will be taken into account.

We have the right to adjust your benefit payments when necessary.

**Maternity / parental
leave of absence**

Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

Parental leave is the period of time that you and your employer have agreed on.

Sun Life will determine any portions of a maternity or parental leave which are voluntary and any portions which are health-related. The health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation, that she is unable to work for health reasons related to childbirth or recovery from childbirth.

Long-Term Disability benefits will only be payable for health-related portions of the leave where necessary in order to comply with requirements such as employment standards, human rights and employment insurance, after you have been disabled for an uninterrupted period of 120 days, provided your coverage has been continued.

**Partial disability
program**

You may be required to participate in a partial disability program approved by Sun Life in writing.

After you are eligible for Long-Term Disability payments, you may be considered for a partial disability program in which you return to your own occupation for a reduced number of hours per week.

During your partial disability program, you can receive a salary from your employer for the hours worked. However, your Long-Term Disability payments will be reduced by the percentage of your normal work week that you are now working for your employer.

During your partial disability program, your total income from all sources cannot exceed 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes, since your benefit is non-taxable). Your Long-Term Disability payments will be further reduced by any such excess.

Your participation in a partial disability program will be limited to the own occupation period.

Rehabilitation program

You may be required to participate in a rehabilitation program approved by Sun Life in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of full-time employment.

Sun Life is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you may receive your Long-Term Disability payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes, since your benefit is non-taxable), your Long-Term Disability payments will be reduced by any such excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an interruption or the elimination period.

Interrupted periods of disability during elimination period

Interrupted periods of total disability due to the same or related causes occurring before the elimination period has been completed are treated as one period of disability and are accumulated to complete the elimination period as long as this benefit is in force and all of the following conditions are met:

- the initial period of total disability lasts for at least 30 days without interruption.
- afterwards, there is no interruption of more than 30 days.
- each period of total disability is completed within 12 months after the start of the elimination period, or as approved by Sun Life in advance in cases where the elimination period is 365 days or more.

The difference between your normal number of scheduled hours and the number of hours actually worked is credited towards the elimination period.

If the Long-Term Disability benefit terminates, any balance of the elimination period must subsequently be completed by uninterrupted total disability.

Interrupted periods of disability after payments begin

If you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to the same or related causes, we will consider it a continuation of your previous disability if it occurs within 6 months of the end of your previous disability. You must be covered when total disability reoccurs.

These benefits will be based on your coverage as it existed on the original date

	of total disability.
If you recover damages from another person	<p>We have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.</p> <p>If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.</p> <p>If you recover money, you must pay us 75% of your net recovery of the total disability income benefits paid or payable to you under this plan, whichever is less. Your net recovery does not include your legal costs. Seventy-five percent of your net recovery must be held in trust for us.</p> <p>We have the right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.</p>
Your responsibilities	<p>During your total disability, you must make reasonable efforts to:</p> <ul style="list-style-type: none">• recover from your disability, including participating in any reasonable treatment or rehabilitation program and accepting any reasonable offer of modified duties from your employer.• return to your own occupation during the first 24 months that benefits are payable.• obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.• try to obtain work in another occupation after the first 24 months that benefits are payable.• obtain benefits that may be available from other sources. <p>If you do not, Sun Life may hold back or discontinue benefits.</p>
When payments end	<p>Your Long-Term Disability payments end on the earlier of the following dates:</p> <ul style="list-style-type: none">• the date you are no longer totally disabled.• for employees with less than 10 years of service, 5 years.• for employees with 10 years or more of service, the last day of the month you turn 65.• the last day of the month in which you retire with a pension or are eligible to retire with a full pension or a full pension equivalent.• the last day of the month in which you die.
When coverage ends	<p>Long-Term Disability coverage will end on the day you reach age 65 less the elimination period of 120 days or the day you retire, whichever is earlier. Coverage may also end on an earlier date, as specified in <i>General Information</i>.</p>
Payments after	<p>If the Long-Term Disability benefit terminates while you are totally disabled,</p>

Long-Term Disability – Contract No. 45060

coverage end	you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the benefit were still in effect.
What is not covered	<p>We will not pay benefits for any period:</p> <ul style="list-style-type: none">• you are not receiving appropriate treatment.• that you do any work for wage or profit except as approved by Sun Life.• you are not participating in an approved partial disability or rehabilitation program, if required by Sun Life.• you are on a leave of absence, strike or lay-off except as stated under <i>Maternity / parental leave of absence</i> or except where specifically agreed to by Sun Life.• you are absent from Canada longer than 4 months due to any reason, unless Sun Life agrees in writing in advance to pay benefits during the period.• you are serving a prison sentence or are confined in a similar institution. <p>We do not pay benefits if your disability results directly or indirectly from a condition which existed on or before the date your coverage began. However, this limitation will not apply to you if:</p> <ul style="list-style-type: none">• you have been covered for Long-Term Disability with your employer for at least 13 weeks during which you have been actively working continuously (up to 3 days of absence does not count) and you have not been treated by a doctor, or any medical personnel under the direction of a doctor, for the condition, or• you became totally disabled more than 12 months after your coverage began. <p>If your coverage ends but you are covered again under this plan, we will use the latest date your coverage began when applying the above limitation.</p> <p>We will not consider you totally disabled if your disability results from drug or alcohol abuse. However, this limitation will not apply while you are participating in a Sun Life approved treatment program or you have an organic disease which would cause total disability even if drug and alcohol abuse ended.</p> <p>We will not pay benefits for total disability resulting from:</p> <ul style="list-style-type: none">• the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.• intentionally self-inflicted injuries or attempted suicide, while sane or insane.• participation in a criminal offence.
When and how to make a claim	<p>To make a claim, complete the Notice of Claim for Group Long-Term Disability Benefits that is available from your employer.</p> <p>We must receive notice of claim on the earlier of the following dates:</p>

Long-Term Disability – Contract No. 45060

- 60 days after the total disability begins.
- within 30 days of the termination of this Long-Term Disability benefit.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

In order to receive benefits, we must receive these forms no later than 90 days after the end of the elimination period.

We will assess the claim and send you or your employer a letter outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

SIGNATURE PAGE FOR COLLECTIVE AGREEMENT BETWEEN THE BRITISH COLUMBIA
NURSES' UNION –AND– POST ROAD HEALTH AND DIET INC. (DR. BERNSTEIN CLINICS)
FOR THE TERM DECEMBER 17, 2010 – DECEMBER 31, 2014.

Signed on behalf of Employer:

Cheryl Hillaby

Peggy O'Brien

Dated: _____

Signed on behalf of British Columbia Nurses' Union:

Cheryl King

Richele Rayjeet Johl

Gena Gray

Stephanie McKenzie

Crystal Evans

Dated: _____

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