

# **Health Services and Support Community Subsector Collective Agreement**

**April 1, 2014 to March 31, 2019**

## **STEWARD'S GUIDE TO THE COLLECTIVE AGREEMENT**

*Some of the Guidelines have been derived from arbitrations, and are general guidelines to the application of the articles. Individual grievances may vary by the facts, and the Steward's Guide is provided only as a guideline to assist stewards when assisting members. It is not intended to be a legal opinion for any specific case as each case turns on its own facts. If a steward has a question around the legal interpretation of any clause they will need to contact their staff representative. Members with questions should speak to their steward.*

**STEWARD'S GUIDE TO THE  
COLLECTIVE AGREEMENT  
2014 - 2019**

**HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR COLLECTIVE AGREEMENT**

**Message from Ivan Limpricht  
President, UFCW 1518**

Dear UFCW 1518 Shop Steward,

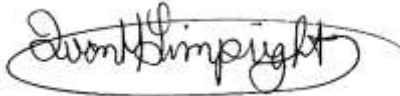
I am pleased to present you with this **Shop Steward Guideline**. The Collect Agreement between your Union and your Employer defines the terms and conditions that you work under. We all know that at times, some of the language, and some of the processes used, can be confusing. The Community Health Bargaining Association has developed this Guideline to assist you in representing the members.

UFCW 1518 is very proud of our Health Care Sector members, and recognize that the work you perform is very valuable to the communities you work in. As work is a major part of our lives, it is empowering to have a collective agreement, and the Union behind you, to give you a voice in your workplace.

Our shop stewards provide essential support to the members of UFCW 1518, and we want to take this opportunity to thank you for all you do on behalf of our members.

I hope you find this resource helpful.

In Solidarity today and always,

A handwritten signature in black ink, reading "Ivan Limpricht", enclosed within a hand-drawn oval.

Ivan Limpricht

**Information about the Health Services and Support - Community Sub-Sector and its workers:**

**Mandate of the Community Bargaining Association (commonly known as the CBA):**

To conduct collective bargaining on behalf of all unionized workers in the Health Services and Support - Community Subsector in British Columbia.

**Established:**

1997 by the *Health Authorities Act*

**Members Unions (8):**

B.C. Government and Services Employees' Union  
United Food and Commercial Workers International Union  
Hospital Employees' Union  
Health Sciences Association of British Columbia  
Canadian Union of Public Employees  
British Columbia Nurses' Union  
United Steelworkers  
Christian Labour Association of Canada

**Total Workers Represented:**

Approx. (15,000)

**Employers' Bargaining Agent:**

Health Employers' Association of British Columbia (HEABC)

**Current Collective Agreement Expires**

March 31, 2019

**Description of Sector:**

Community subsector workers provide support and services to people in BC communities including:

- Home Support services for seniors and adults with disabilities
- Mental Health and Addictions support and counselling
- Administration support for Public Health, Mental Health
- Residential services including meals, maintenance and personal assistance
- Homeless shelters
- Dental assistant services
- Supported Child Care
- Advocate

- Audiometric services
- Supported Employment
- Information Technology
- Accounting and Finance including payroll, accounts receivable and payable
- Scheduling
- Transportation

### **Purpose of Stewards Guide**

This Stewards Guide is a resource for stewards and local executive members to help you when giving advice to members who have concerns regarding articles of the collective agreement and when in discussions with the Employer.

Communications between stewards and members relating to existing or potential grievances are confidential and subject to privilege. Information contained in a grievance is confidential and not to be disclosed to any person.

### **Approach**

The Guidelines of the articles are contained in blue text boxes throughout the articles and addenda of this guide.

The Guidelines have been created relying on the practice of the parties and relevant arbitration decisions. They are general guidelines to the application of the articles. Individual grievances are decided on their own facts. The Steward's Guide is provided only as a guideline to help stewards assisting members. It is not intended to be a legal opinion for any specific case as each case turns on its own facts. If a steward has a question around the legal interpretation of any clause they will need to contact their staff representative. Members with questions should speak to their steward.

The Steward's Guide also provides the following:

1. Summaries of arbitrations related to specific articles in the collective agreement.
2. Tips & Checklists for grievances – these help stewards to obtain the information they need to assist a member in filing a grievance.
3. Other documents negotiated between the CBA and HEABC.
4. Other general information.
5. Links to websites that can assist members to obtain additional information.

### **UFCW 1518 WEBSITE**

The Health Services and Support Community Subsector Collective Agreement, and various forms and information can be viewed or downloaded by Stewards by way of the Member Portal at **members.ufcw1518.com**. From the **Member Portal**, enter your log-in information then click on the **Resources Tab**.

The Link is <https://members.ufcw1518.com/Clients/UFCW1518/content/38/healthcareresources.aspx>

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## DEFINITIONS

1. "Association" means the Health Services and Support - Community Subsector Association of Bargaining Agents.
2. "Casual Employee" is one who works 15 hours per week or less and/or is employed in the following capacities:
  - (a) for relief purposes;
  - (b) temporary workload situations; or

### Guideline

- This applies to employees who work under Article 14 - Hours of Work and Scheduling.

"Casual Employee - Community Health Worker" is one who is employed in the following capacities:

- (a) for relief purposes;
- (b) temporary workload situations; or
- (c) for ongoing unassigned hours not assigned to regular employees.

### Guideline

- This applies to employees who work under Article 15 Hours of Work and Scheduling - Community Health Workers. This definition also applies to where there is a specific Memorandum of Agreement

3. "Employer" means the society, organization, corporation, facility, agency, centre as designated in the list of certifications attached to the consolidated certifications issued from time to time by the Labour Relations Board.
4. "Leave of Absence With Pay" means to be absent from duty with permission and with pay.
5. "Leave of Absence Without Pay" means to be absent from duty with permission but without pay.
6. "Regular Full-Time Employee" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14 – Hours of Work and Scheduling. A regular full-time employee is entitled to all of the benefits outlined in the agreement except where otherwise specified.
7. "Regular Part-Time Employee" means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the agreement on a pro rata basis, except where otherwise specified.
8. "Union" means the Union designated on the certification with the Employer attached to the consolidated certifications issued from time to time by the Labour Relations Board.
9. "Common-Law Spouse" shall be defined as two people who have cohabited as spousal partners for a period of not less than one year.
10. "Casual and Auxiliary Employee" - For the purposes of this collective agreement, the term "auxiliary employee" shall be deemed to be synonymous with the term "casual employee" as set out in no. 2.

11. "Regular Employee - Community Health Worker" means one who has successfully bid into a regular position pursuant to Article 12 – Job Postings and Article 15.4(a)(2) (Scheduling of Hours). Regular employees shall be scheduled to work 40 hours or less per week on an ongoing basis. A regular employee is entitled to all the benefits of the collective agreement, on a pro rata basis, with the exception of benefits provided in Article 25 – Health Care Plans, which shall not be prorated.

**Guideline (definitions 6, 7, 11)**

Employees:

- There are four types of employees; regular full-time, regular part-time, regular (Community Health Worker) and casual.

Full-time:

- Regular full-time employees under Article 14 work 37.5 hours per week. (definition 6, Article 14.2)
- There are some Superior Benefits MOAs that provide for a 35 hour full-time workweek. (e.g. 11th Master)
- These employees earn full benefits as per the collective agreement, including participating in the Municipal Pension Plan.

Part-time:

- A part-time employee is an employee under Article 14 who works a regular schedule more than 15 hours per week.
- Part-time employees earn 4.6% in lieu of a day off with pay for Statutory Holidays (Article 17.6) for all straight-time hours worked including any additional hours up to the full-time maximum.
- Overtime worked, (Article 16) is not included in the calculation of hours of work for the calculation of benefits (Article 17.6).
- Regular Community Health Workers:
  - Regular Community Health Workers work up to 40 hours (Article 17.9) for all straight-time hours worked including any additional hours up to the full-time maximum. (Definition 11).
  - Overtime worked, (Article 16) is not included in the calculation of hours of work for the calculation of benefits (Article 17.6).

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties

hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**Guideline**

- If legislation comes into effect that changes any specific provision of the collective agreement or makes an article null and void, then the parties will try to negotiate a mutually agreeable new provision to replace it.
- If mutual agreement cannot be achieved, then the matter is referred to an arbitrator.
- Any provision in the collective agreement that is not affected by a change in legislation remains unchanged.

**1.3 Conflict with Rules**

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

**Guideline**

- A "rule" made by the Employer usually refers to a "Policy & Procedure" that the Employer has created and is trying to implement.
- If any policy or procedure that is unreasonable may be challenged through the grievance procedure.

**1.4 Human Rights Code**

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

**Guideline**

- If an employee comes to a steward with a complaint of discrimination the steward should seek advice from a staff representative about how to best address the complaint.
- A violation of the *Human Rights Code* may be taken to the Human Rights Tribunal or pursued through the grievance procedure.

**1.5 Harassment**

(a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.

(b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

(c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin,

colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offense unrelated to employment;

(d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

**Guideline**

- A harassment complaint is not a grievance and is not recorded on a grievance form.
- A union cannot initiate a harassment complaint on behalf of a member, but can assist a member.
- In certain instances, some forms of harassment based on a personal characteristic such as race, age, gender etc. could meet the definition of discrimination under the BC *Human Rights Code* and a member on their own initiative may be able to file an outside complaint to the BC Human Rights Tribunal in addition to an internal harassment complaint. However, a member is not entitled to two processes and must elect prior to a hearing whether their complaint proceeds internally through the collective agreement process or externally through the BC Human Rights Tribunal process
- A steward who is either involved in an incident or is a witness to work behaviours should not be representing a complainant or respondent due to a potential conflict of interest.
- If both the complainant and respondent are union members they are both entitled to union representation.
- These cases are complex for the union who has a responsibility to represent all members involved which could be both the complainant and respondent who have competing interests. Contact your Union Representative for assistance.

**1.6 Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

(b) Sexual harassment includes but is not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;

- (8) unwanted physical contact such as touching, patting, pinching or hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

**Guideline**

- Employers are required to investigate sexual harassment complaints in accordance with Article 1.7 below.

**1.7 Procedure for Filing Complaints**

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the collective agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within 30 days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.
- (d) Both the complainant and the alleged harasser shall be entitled to union representation if they are members of the bargaining unit.
- (e) Disputes resulting from actions under this article may be submitted to Expedited Arbitration under Article 9.8 (Expedited Arbitration), where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the investigator under Article 8.13 (Investigator).

**1.8 Respectful Workplace**

The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment. The parties agree to maintain such an environment.

To this end, each employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. These policies will be accessible to staff outlining expectations and consequences of inappropriate behaviour. The policies will contain a complaint process, investigation process, a conclusion and an appeal process.

**Guideline**

- Members can file a grievance if the Employer fails to develop, publish and/or apply a policy in a fair and timely manner.

**Guideline (Article 1.5, 1.6, 1.7, 1.8)**

- Employees may contact their steward about filing a written complaint through the Union. The steward should contact the staff representative as soon as possible.
- Employees may also file their complaint in writing directly to the Employer. They should also send a copy of their complaint to the Union.

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

**2.1 Bargaining Unit Defined**

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

**Guideline**

- When an employer is certified by the BC Labour Relations Board, the Employer and the Union receive a copy of the certification.
- Each union certification is kept at the Union office.

**2.2 Bargaining Agent Recognition**

The Employer recognizes the Health Services and Support - Community Subsector Association of Bargaining Agents as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

**Guideline**

- No employee, group of employees, or the Employer can enter into any agreement verbally or by written correspondence that would alter the terms and conditions set out in the collective agreement.
- No one other than the CBA can negotiate a change to or renewal of the collective agreement.



### 2.3 Correspondence and Directives

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

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

#### *Guideline*

- Designate refers to the Union Representative assigned by the UFCW.

### 2.4 No Other Agreement

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

#### *Guideline*

- Any agreement made contrary to this collective agreement between any employee or group of employees and the Employer is not enforceable.
- Only agreements made with the approval of the designated union representative are enforceable.

### 2.5 No Discrimination for Union Activity

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

#### *Guideline*

- An employer cannot discriminate against an employee who wishes to run for an elected union position, become a steward, member of joint labour/management committee, representative on the OHS Committee or bargaining committee member.
- An employer cannot discriminate against an employee for exercising their rights (such as filing a grievance).
- If an employee believes they are being discriminated against, the employee should contact their steward.
- A grievance can be filed as per Article 8 if there is discrimination for union activity.

### 2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees on the following basis:

- (1) one steward for every 50 employees covered by this agreement, or a major portion thereof, with a minimum of two stewards to a maximum number of 25 stewards; and
  - (2) the Union may appoint additional stewards to allow for one steward to be selected from the staff working at each premise operated by the Employer.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or his/her alternate where the steward is absent, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of a steward shall include:
- (1) investigation of complaints;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.
- (e) Community Health Workers -Where the steward attends a meeting with the Employer at the request of the Employer and/or in accordance with Article 10.6 (Right to Have a Steward Present), and the meeting is outside the steward's scheduled hours, the steward shall be paid his/her regular straight-time rate of pay for time spent at the meeting. Every reasonable effort shall be made to schedule the meetings during the steward's normal working hours.

***Guideline***

- The Employer is not involved in the election of stewards and cannot appoint a steward.
- Stewards are elected by their co-workers in the bargaining unit at each worksite.
- UFCW sends out notice for nominations for the number of stewards for their worksite.
- Elections for stewards occur every two years or when there is a need for stewards.
- UFCW provides training for stewards.
- When an employer calls a meeting, employees have the right to select a steward from the worksite. The Employer does not choose the steward who will attend a meeting with an employee.
- The Employer is responsible to pay a steward when assisting members as identified above, for the full amount of time, without loss of pay.

## 2.7 Bulletin Boards

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

### Guideline

- Bulletin boards should be in a general location for all employees to access.
- Bulletin boards designated as union boards, should only post UFCW union business and not be used by the Employer.
- Other communication methods such as binders may be used but only with mutual agreement at the worksite.

## 2.8 Union Insignia

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

(b) The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

### Guideline

- Employees are entitled to wear union pins and stickers at work, subject to some restrictions, depending on the content and size of the pins and stickers and the nature of the work. If an employee is asked to remove a pin or sticker they should do so and then grieve it.
- The Union can request union insignia to be placed on a window and/or the front door of the worksite, to notify the public that the worksite is a union shop.

## 2.9 Right to Refuse to Cross Picket Lines

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

### Guideline

- If an employee reports to work and there is a picket line at their worksite set up by another union, employees have the right to refuse to cross the picket line without disciplinary action taken by the Employer against an employee.
- If there is a picket line, the members should contact the Employer and also call their Union Representative.

## 2.10 Time Off For Union Business

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

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

(b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods of not less than 21 days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

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

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

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

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

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

### **Guideline**

- When a steward or member is on Union Leave, the member and the employer will receive a time off letter from UFCW.
- While on Union Leave, the member continues to accumulate seniority.
- The member will not have their pay or benefits interrupted while off on union leave.

### ARTICLE 3 - UNION SECURITY

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

#### *Guideline*

- Once the BC Labour Relations Board issues a certification, all new employees hired into a bargaining unit position are required to become members of the Union.

### ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
- Employee surname and first name
  - Employee Number, if applicable
  - Home Worksite
  - collective agreement Employer
  - Job classification
  - Sex
  - Gross pay
  - Dues amount deducted
- (e) The above information may be supplied on a computer disk or tape provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk or tape, it will be provided on hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

(g) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

**Guideline**

- As of February 2014 UFCW union dues are currently 1.8% of gross salary and are deducted by the Employer on each paycheque an employee receives.
- All employees are required, as a condition of employment, to complete an "*Authorization Form*" to have union dues deducted by the Employer from their paycheques.
- All dues taken off an employee's paycheque should be sent to the UFCW no later than 28 days after deduction with the list of employee names and amount deducted.
- The Employer issues T4 slips to all employees, which includes the amount of union dues paid for the year.
- Union dues are an income tax deduction.

**ARTICLE 5 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES**

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the article dealing with Union Security and Dues Check-off.

(b) New employees shall also be provided with:

- (1) the name, location and work telephone number (if applicable) of the steward; and
- (2) an authorization form for union dues check-off.

(c) The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.

(d) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

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

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

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

(f) The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

**Guideline**

- When acquainting the new employee with union membership, the stewards should provide a copy of the collective agreement and the UFCW Orientation package.
- The steward should ensure:
  1. newly hired employees have signed a membership card
  2. signed membership cards are forwarded to UFCW Head Office (postage paid envelopes are available from the Union).
- Collective agreements can be found on-line at [www.ufcw1518.com](http://www.ufcw1518.com). From the Member Portal, enter your log-in information then click on the **Resources Tab**. The link is:

<https://members.ufcw1518.com/Clients/UFCW1518/content/38/healthcareresources.aspx>

**ARTICLE 6 - EMPLOYER RIGHTS**

(a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.

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

**Guideline**

- Employers have a duty to act fairly and reasonably when using their discretion under the collective agreement.
- Management has the right to manage the workplace and to have policies and procedures.
- Those policies must not conflict with the collective agreement or violate the rules in the leading case KVP on introducing rules in a worksite.
- Any new policy could be addressed at the labour/management meeting.

***KVP Co. (1965) 16 LAC, page 73***

The Employer rule unilaterally introduced by a company, and not subsequently agreed to by the Union, must satisfy the following requisites:

- It must not be inconsistent with the collective agreement.
- It must not be unreasonable that is, it must be for a valid business purpose
- It must be clear and unequivocal
- It must be brought to the attention of the employee affected before the company can act on it

If the Employer relies on their policy to impose discipline or discharge it must have:

- Notified employees concerned that a breach of such a policy or procedure could result in discipline/ discharge
- Have consistently enforced the policy from the time the rule was introduced

***Guideline***

MANDATORY RETIREMENT POLICIES are not universally enforceable.

**ARTICLE 7 - EMPLOYER/UNION RELATIONS**

**7.1 Union and Employer Representation**

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

**7.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to a union staff representative, or authorized alternate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.

(b) The union representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

(d) The Employer agrees that access to its premises will be granted to union elected officers or other persons designated by the Union. The union representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.



**Guideline**

- All union representatives must give advance notice to the Employer when they intend to visit the worksite for any purpose.
- The Union can request an on-site union meeting.
- The Union must notify the Employer in advance to set up date and time of meeting.

**7.3 Technical Information**

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

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

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

**7.4 Community Health Joint Committee**

The HEABC and the Association recognize the importance and necessity of the Principals to this agreement meeting quarterly to discuss problems which may arise from time to time. There shall be established a joint committee composed of members equal in number, represented by the Association and the HEABC to meet at the request of either party.

**Guideline**

- This committee is made up of Community Bargaining Association (CBA) and employer representatives and deals with sector-wide issues.

**7.5 Union/Management Committee**

(a) The parties agree to establish a union/management committee composed of two union representatives and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee.

(c) An employer representative and a union representative shall alternate in presiding over the meetings.

(d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.

- (e) The Committee shall have the power to make recommendations to the parties on the following:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement.
- (f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to committee members.

**Guideline**

- The Union appoints its representatives to the Union/Management Committee.
- When members are appointed by the Union to act as union representatives on union/management committees, they have equal status to the Employer at these meetings.
- Any new employer policy can be addressed by this committee.
- The purpose of labour management is to resolve issues other than grievances.

**Guideline**

- Examples of discussion topics for labour management include clarification of vacation scheduling and new employer policies.

**Guideline**

- Best practice would be for the full committee to approve minutes as accurate before they are posted.
- Once the Committee has given approval, the Minutes should be posted on the union bulletin board, and copies may be placed in a binder or on an Employer's website for access to all employees.

**7.6 Membership Information**

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

**7.7 Timelines During December 24th and January 2nd**

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

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

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

#### *Guideline*

- Promotion, demotion or transfer grievances may be filed under the normal grievance.
- This article outlines the grievance process followed when an employee or the Union believe that the Employer made a decision which violated the collective agreement.
- If the grievance involves only one employee, a single grievance form will be used.
- If a grievor wants a remedy for a violation of the collective agreement, they must file a grievance.
- This grievance must include the facts of their case. ( For example, a grievance for unpaid overtime requires the date and time that the overtime is claimed for and the other hours worked that day/week.)
- If an Employer's policy violates the collective agreement then the steward should contact their staff representative about filing a policy grievance. (this may pertain only to one worksite or to the entire subsector)

### 8.2 Step One

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

#### *Guideline*

- Step 1 of the grievance procedure is very important.
- Employees need to discuss the grievance with their local supervisor to discuss and make every effort to resolve the issue.
- Employees must be able to identify the article in dispute at the meeting.
- Employees are entitled to take a steward with them to discuss an issue with a supervisor. (The employee should meet privately with the steward before meeting with the Employer.)
- Stewards should take notes of all discussions with supervisors/managers and attempt to settle the issue. (these notes may be made public and relied upon in future hearings)
- If a steward has a grievance, they should not represent themselves in a meeting with the Employer.

- Stewards have the right to a staff representative to represent them at discipline meetings with the Employer.
- If there is no resolve at Step 1, the member can have a grievance form completed on their behalf.
- The grievance should:
  1. clearly outline on the grievance form the issue and circumstances grieved;
  2. identify the articles of the collective agreement violated and include: "*and any other articles in the collective agreement or any other related statutes*";
  3. what remedy (resolution) is being requested and include: "*and to be made whole and such other remedy that is just and equitable in all the circumstances*";
- Once the grievance form is completed it is given to the supervisor at Step 2.

**The steward and employee should discuss the following:**

- Any personal issues the grievor may be experiencing.
- Any previous discipline, including letters, suspensions.
- Any extenuating circumstances involved in the grievances.
- The incident leading to the grievance, and any information they may have that can assist the steward and the union to represent the grievor.
- Any medical issues that need to be addressed.
- They need to seek employment while waiting for the grievance to be heard, to mitigate their losses.
- Keep a record of job searches and wages earned.
- Where the grievor admits some wrong doing, discuss whether an apology may be appropriate.

**Guideline**

- Before filing a grievance on missed hours Community Health Workers must fill out the Hours Investigation Form and submit it to the Employer. This is considered Step One of the grievance procedure. The form is posted on the UFCW 1518 Website. From the **Member Portal**, enter your log-in information then click on the **Resources Tab**.
- The form must be completed quickly and provided to the Employer. If the Community Health Worker is not satisfied with the Employer's response or if they do not receive a response within the 21 day time limit they can file a grievance. The timeline to file a grievance flows from the date of the missed hours.

**8.3 Time Limits to Present Initial Grievance**

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

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

**Guideline**

- Be aware that the timelines for filing grievances are mandatory.
- A grievance must be filed at Step Two within 21 days of a member being told about or becoming aware of an employer action or circumstance that gave rise to the grievance.
- If an employee wishes to file a grievance after the 21 day time limit, the steward should still file the grievance while informing the employee that the grievance may fail due to the late filing.

**8.4 Step Two**

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

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

**Guideline**

- Copies of Step 2 responses are forwarded to the steward and member who filed the grievance.
- Once the grievance is filed at Step 2, the Employer is required to send all future correspondence to the Union. If the steward receives a Step 2 response from the Employer they should ensure it is forwarded to the UFCW Union Representative. The Employer cannot discuss the grievance directly with the employee.
- Employee(s) and steward(s) should ensure all relevant documents in their possession are copied to their Union Representative.

**TIPS TO REMEMBER WHEN FILING A GRIEVANCE**

- Identify the article, and ensure there has been a violation of the collective agreement.
- An employee who is requesting to file a grievance needs to speak with the Employer first at Step One. The employee has the right to have their steward present at the Step One meeting.
- An employee can have a steward from their worksite attend a grievance meeting with the Employer that relates to discipline.
- When identifying the article in dispute, include the words "*and any other articles in the collective agreement or any other related statutes.*"

- Ensure that the Union receives all information that the grievor and the steward have received from the Employer.
- Identify the "*remedy sought*" by the grievor.
- Stewards should contact the Union Representative assigned if they have any new information or questions.

Community Health Worker Hours Investigation Form:

Date: \_\_\_\_\_

**HEALTH CARE INVESTIGATION FORM**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Employer: \_\_\_\_\_  
Seniority: \_\_\_\_\_ Seniority Unit: \_\_\_\_\_  
Classification: CHW 1 / CHW 2 / Other: \_\_\_\_\_ Status: (Regular or Casual): \_\_\_\_\_  
How long was hole in schedule: Over 7 days: \_\_\_\_\_ Under 7 Days: \_\_\_\_\_  
Were replacement hours offered: Yes: \_\_\_\_\_ No: \_\_\_\_\_ How many hours were offered? \_\_\_\_\_  
Weekly Posted Hours (i.e. 40, 35, 27): \_\_\_\_\_  
Window (e.g.: 8 - 6) \_\_\_\_\_ Days of Work (e.g.: Tuesday – Saturday) \_\_\_\_\_  
Casual Availability: \_\_\_\_\_

**Specifics of Complaint**

1. Date(s) that you were not given your weekly posted hours.  
\_\_\_\_\_
2. Date(s) and times of gaps.  
\_\_\_\_\_
3. Name of supervisor you spoke to and the date(s) you talked to him/her regarding lack of hours or had gaps in your schedule.  
\_\_\_\_\_  
\_\_\_\_\_
4. Attach copies of schedule(s) if possible (please delete client's names), or write down your schedule for the day(s)/week(s) in question. (e.g.: October 23, 9 - 11 – Mr. S., 11 - 1 Mrs. D., etc.)  
\_\_\_\_\_  
\_\_\_\_\_
5. List any days that you were not available to work and the reason (e.g.: LOA, sick day, turned down work, employer left message on answering machine, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

**Please fill out and submit to your Shop Steward once you have completed the form.  
Keep a copy for your records!**

Investigation – Employer to Complete

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**Hours Adjustment sent to Payroll:**

Date: \_\_\_\_\_ Signed: Employer: \_\_\_\_\_ Union: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 8.5 Time Limit to Reply at Step Two

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

### 8.6 Step 3

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

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

#### *Guideline*

- If the UFCW or employee do not agree with the Employer's Step 2 response the grievance will advance to Step 3.
- After the grievance is advanced to Step 3, any further discussion about the grievance is between the Employer and the local staff representative of the Union.
- Stewards or employees should not discuss a grievance with the Employer once filed at Step 2 or after.

### 8.7 Time Limit to Reply to Step 3

The representative designated by the Employer to handle grievances at Step 3 will reply in writing to the grievance within 21 calendar days of receipt of the grievance at Step 3.

### 8.8 Time Limit to Submit to Arbitration

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

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

### 8.9 Dismissal or Suspension Grievances

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

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



**Guideline**

Be Aware that the timeline for filing a termination or suspension grievance is seven days.

Termination and suspension must be for just cause.

William Scott & Co (1977) 1 CLRBR 1 is the leading discipline case where the LRB said arbitrators in discipline cases must ask the following three questions:

- Has the employee given just and reasonable cause for some form of discipline by the Employer?
- If so, is the Employer's decision to discipline the employee an excessive response in all the circumstances of the case?
- Finally, if the discipline is excessive, what alternate measure should be substituted as just and equitable?

**The following is a list of mitigating factors that are often taken into consideration in discipline cases:**

- seriousness of the offense;
- premeditation or repetitive conduct;
- a momentary or emotional aberration ( was this an isolated incident, spur of the moment);
- provocation;
- clean discipline record, previous good record of the employee;
- previous discipline which did not correct the problem;
- consistent treatment of the grievor compared with other employees in similar situations;
- financial hardship;
- the length of service of the grievor (i.e., six months, five years, 20 years);
- circumstances that may explain the intent of the employee (i.e., employee honestly misunderstood the nature or intent of an order given to them);
- was the Employer forthright and/or sincere when approached by the Employer (i.e., did the employee give clear and honest answers when first asked by the Employer).

**During disciplinary or grievance meetings stewards can:**

- request the Employer be straight forward with the employee;
- make sure the Employer is clear in their questioning;
- speak up as a representative for the employee;
- have a list of questions prepared in advance to ask the Employer;
- ensure the employee understands each question asked of them;

- call for a caucus at any time during a meeting;
- always take notes and if necessary ask the Employer to slow down;
- request any documents the Employer may have, such as written statements.
- Employees should:
- be advised to answer the Employer's questions;
- answer questions clearly and honestly, as this is the opportunity for employees to explain what happened;
- if the investigation looks like it may result in criminal charges, obtain legal advice from a criminal lawyer;
- write in their own words what happened and provide their statement to ONLY the steward and union

### 8.10 Policy Grievance

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, either party may submit a grievance in writing to the other party within 60 calendar days of either party becoming aware of the policy dispute. The employer designate shall meet the union designate to discuss the grievance within 30 calendar days of the submission of the grievance. Where no satisfactory agreement is reached, the dispute may be submitted to arbitration by either party within 30 calendar days of the meeting.

#### *Guideline*

- If a satisfactory resolution is not reached by the parties they may refer the grievance to Arbitration within 30 days of the failure to reach agreement.
- A union policy grievance must receive Community Bargaining Association approval prior to being filed.
- A steward does not have the authority to file a policy grievance but if you believe you have a policy grievance, discuss the issue with the Union Representative as soon as possible.

### 8.11 Amending Time Limits

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

#### *Guideline*

- Timelines can be changed by mutual agreement. The agreement must be in writing.

### 8.12 Technical Objections to Grievances

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure.

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

### **8.13 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement,

- Bob Pekeles
- Chris Sullivan
- Judi Korbin
- Vincent L. Ready
- Joan Gordon
- Colin Taylor, QC
- Dalton Larson
- Paula Butler

or a substitute agreed to by the parties shall, at the request of either party:

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

within 14 calendar days of the date of receipt of the request and for those 14 calendar days from that date, time does not run in respect of the grievance procedure.

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

Such issues may include, but not be limited to, those arising out of Articles 2.6 (Recognition and Rights of stewards), 2.10 (Time Off For Union Business), 18 – Vacation Entitlement, 19 – Education Leave, 20 -Special and Other Leave, 21 – Maternity, Parental and Adoption Leave and 28 – Sick Leave.

#### **Guideline**

- Recommendations of an investigator apply to the specific grievance before them and cannot be relied upon in other cases.
- If either party disagrees with the recommendations of the investigator the matter may proceed to arbitration.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

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

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

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

**Guideline**

- When the Union and the Employer cannot resolve a grievance, the grievance may be advanced to arbitration.
- Full arbitration is like a court proceeding, where each party presents their case and may call witnesses to testify under oath.
- Each party has the right to cross examine the other party's witnesses.
- Employees or other witnesses can be subpoenaed to a hearing to give testimony.
- Full arbitration decisions are public and may be relied on in the future.
- Arbitration is usually held at a location that is mutually agreed upon by the parties.

**9.2 Appointment of Arbitrator**

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within two weeks, assign an arbitrator from the mutually agreed upon list of arbitrators, or a substitute mutually agreed to, and set a date for the hearing.

(b) If no agreement on an arbitrator is reached within two weeks of the grievance being referred to arbitration, an arbitrator shall be assigned as per the Letter of Agreement regarding the Assignment of Arbitrators. The Letter of Agreement contains the process to assign arbitrators and shall only be changed with mutual agreement.

(c) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced. An arbitrator may be removed from or added to the list by mutual agreement.

(d) List of named arbitrators:

- |               |                    |                   |
|---------------|--------------------|-------------------|
| • Mark Brown  | • John McConchie   | • John Hall       |
| • Joan Gordon | • Vincent L. Ready | • Stan Lanyon, QC |
| • Judi Korbin | • Chris Sullivan   | • Heather Laing   |

**Note:**

The arbitration processes on the following pages are provided for information purposes only. Stewards do not participate in referring grievances to either expedited or full arbitration, or in setting dates for hearings. Stewards do not have the ability to pull a file from expedited arbitration.

**Process  
to Decide Arbitrators  
Full Arbitration  
Community Health Subsector  
Starting: April 15, 2013**

1. The party referring a matter to arbitration pursuant to Article 9 will write to the opposing party (HEABC or the Union) requesting that an arbitrator be assigned.
2. A copy of this request should be sent to:  
  
Lisa.Toby@bcgeu.ca,  
Paull@heabc.bc.ca,  
RoseE@heabc.bc.ca, and  
the Employer.  
  
*Note: the specific individuals named above may change from time to time.*
3. Upon receipt of the request, the HEABC Administrative Assistant will record the date of the request.
4. The parties have two weeks from the date of the request for appointment of an arbitrator to agree on any arbitrator, either those on the list in Article 9.2(d) the collective agreement (the "Rotation") or someone that is not on the list and set a date.
5. The Rotation is: Mark Brown, Joan Gordon, Judi Korbin, John McConchie, Vincent L. Ready, Chris Sullivan, John Hall, Stan Lanyon, and Heather Laing.
6. If the parties are successful at agreeing on an arbitrator within the two weeks, they must notify all of the people in #2 above. The file will then be removed from the files awaiting assignment, having never been assigned a name on the Rotation.
7. If the parties have not agreed within two weeks on an arbitrator, the HEABC Administrative Assistant will assign the Arbitrator that is next on the Rotation. This will be done on the following Friday after the two weeks have passed.
8. Both parties to the grievance and those listed in #2 above will be notified of the assigned arbitrator.
9. The parties themselves notify the Arbitrator of their appointment to the grievance.

April 17, 2013

Matt Prescott and Esther Ostrower

### 9.3 Board Procedure

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

*Guideline*

- Full arbitration decisions are provided in writing to all parties.
- The Union provides the grievor with a copy of the decision.

#### **9.4 Decision of Board**

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

#### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven calendar days.

#### **9.6 Expenses of Arbitration Board**

Each party shall pay:

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

#### **9.7 Amending Time Limits**

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

#### **9.8 Expedited Arbitration**

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

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

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

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

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

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

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

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

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

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

(j) Prior to rendering a decision, the Arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code* or a *Labour Relations Code* provision of similar effect.

(k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter. The expedited arbitrators will be advised to include these statements at the beginning of their Reports.

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

(m) The Parties shall equally share the cost of the fees and expenses of the Arbitrator.

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

- Bob Pেকেles
- Judi Korbin
- Chris Sullivan
- Stan Lanyon, QC
- David McPhillips
- Joan Gordon
- Mark Brown
- Vincent L. Ready
- Joan McEwen
- Ron Keras

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

(p) A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and will meet monthly or more often if necessary for scheduling of expedited hearing dates as outlined in the process in Memorandum of Agreement #31 (Re: Expedited Arbitration Process).

**MEMORANDUM OF AGREEMENT #31**  
**Re: Scheduling of Expedited Arbitrations:**

1. The expedited arbitration process will be overseen by a representative of each party (the "administrators").
2. The administrators will meet quarterly or more frequently if required.
3. The administrators will establish annual expedited arbitration dates: monthly or more frequently based on need.
4. The dates will be set with arbitrators assigned as per the rotation. If the arbitrator next on the list does not have availability for the next needed arbitration dates, they will be assigned future dates so that where possible the arbitrators generally have an equal amount of dates throughout the year.
5. All referrals to expedited arbitration will be emailed to the administrators to process at their meetings. A copy of the grievance will be sent with the referral to expedited arbitration letter.
6. The administrators, in setting matters for expedited hearing dates, shall consider the date of the referral, and should attempt to best utilize dates by grouping matters of the same Employer and/or same geographic location together. The administrators shall attempt to give matters of an urgent nature priority in scheduling.

**Guideline**

- Expedited arbitration decisions are non-precedential which means that they cannot be relied on in other cases.



The following was prepared by the parties as a guideline to scheduling expedited arbitrations:

Process:

The following process applies to all matters suitable for expedited arbitration in community health.

1. All letters referring a matter to expedited arbitration should be sent with a copy of the grievance form to:

Lisa.Toby@bcgeu.ca,  
Paull@heabc.bc.ca (Administrator),  
RoseE@heabc.bc.ca, and  
the Employer.

*Note: the specific individuals named above may change from time to time.*

2. The Administrators will meet quarterly or more often if necessary to set dates.
3. The dates will be scheduled monthly or as otherwise agreed to by the Administrators.
4. Scheduling will be based on: 1) the date of referral; 2) the ability to group grievances from the same Employer together and 3) the ability to group grievances of the same location together. The Administrators will attempt to give urgent matters priority in scheduling.
5. The expedited arbitrators named in the collective agreement will be assigned per the rotation, unless they are unavailable for the next needed expedited arbitration date. All efforts will be made to give the expedited arbitrators on the list an equal share of the dates during the year. The expedited arbitrators are: Bob Pekeles, Judi Korbin, Chris Sullivan, Stan Lanyon, David McPhillips, Joan Gordon, Mark Brown, Vince Ready, Joan McEwen and Ron Keras.

6. Following each scheduling meeting, the HEABC Administrative Assistant will publish the updated Roster and send an email notification with a link to the updated Roster to:

esther.ostrower@bcgeu.ca (Administrator),  
Paull@heabc.bc.ca (Administrator),  
the union representative who referred each grievance scheduled for expedited arbitration,  
each expedited arbitrator,  
each HEABC Industry Lead.

*Note: the specific individuals named above may change from time to time.*

There are new rules in the 2012-2014 C/A for expedited arbitration hearings.

Disclosure: (Clause 9.8[c])

1. The party that bears the onus for the grievance must provide all facts and documents in their possession 30 days prior to the expedited arbitration date to the opposing party, unless there is mutual agreement to waive the disclosure date.
2. The responding party must provide all disclosure in their possession to the opposing party 20 days prior to the expedited arbitration date unless there is mutual agreement to waive the disclosure date.

3. The parties may still provide further disclosure of facts and documents up to and including on expedited arbitration date, subject to the normal arbitral principles concerning admissibility.

Removing a Grievance From Expedited Arbitration: (Clause 9.8[d])

4. Either party may remove the matter from expedited arbitration and refer it to full arbitration after the expedited arbitration date has been set as long as it is not later than 15 days prior to the expedited arbitration date. Notification must be given to the opposing party and the administrators.

Confirmation Non-Precedential Decisions (Clause 9.8[k])

5. Expedited arbitrators will be informed to include the statement in their decision, that their decision is non-precedential and shall not be referred to by the parties in any other matter.

*Note: the Administrators will meet quarterly to review the expedited arbitration process. Any concerns should be sent to them for review and discussion.*

April 17, 2013  
Matt Prescott  
Esther Ostrower

## 9.9 Suspension Over 10 Days or Termination Hearing

- (a) Within two weeks after an arbitrator has been assigned under Article 9.2 (Assignment of Arbitrators) the parties may mutually agree to refer grievances related to suspensions of over 10 days duration and terminations to a resolution process that includes one day of mediation followed by arbitration if the grievance remains unresolved at the mediation.
- (b) If the parties agree to mediation they must decide, by mutual agreement, to use the assigned arbitrator or assign another person as the mediator within the timeframe in Article 9.2 (c)(1) (Assignment of Arbitrator).

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Just Cause

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

#### **Guideline**

- The Employer has to prove that an employee's conduct was just cause for discipline.
- The Employer must prove that the employee's conduct occurred "*on a balance of probabilities*" (i.e. when you look at all the facts, the end result points to one side more than another). This is a lower standard of proof required than in criminal cases which is "*beyond a reasonable doubt*".

## 10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 - (Grievances). A copy of the written notice of dismissal or suspension shall be forwarded to the union designate within three business days of the action being taken.

### Guideline

- Be Aware that the timeline for filing a termination or suspension grievance is seven days.

### Guideline

- An employee may be rejected on probation only for "*just and reasonable cause*". (See also Article 12.10 [Probationary Period])
- Depending on the circumstances, the Employer needs to show that the employee was given a fair opportunity to meet the Employer's expectations.
- An employee who has passed probation can only be dismissed or suspended by the Employer for "*just and reasonable cause*".
- An employee has the right to a steward at any meeting with the Employer where the Employer intends to interview the employee for disciplinary purposes provided it does not result in an unreasonable delay.
- An employee will be given a letter telling them why they have been dismissed or suspended and a copy will be sent to the UFCW.
- If an employee has been dismissed all items belonging to the Employer should be returned as soon as possible.
- The steward should walk a dismissed or suspended employee off site, after retrieving their personal items, to avoid confrontations that could be used against them in the grievance process.
- All discipline cases will be determined based on the individual facts and case law including the three questions set out in William Scott. (see box below)

### CHECKLIST FOR DISMISSAL, SUSPENSION AND DISCIPLINE GRIEVANCES

Grievance information sent to the Union should include:

- The action taken by the Employer (verbal warning, discipline letter, suspension [how many days] or dismissal)
- The reasons given by the Employer.
- A detailed statement of events leading up to the discipline.
- The date the discipline was imposed?
- The supervisor's name.
- Include any statements from witnesses.
- Copies of all correspondence from the Employer to the employee related to the discipline.
- Copies of your notes from any meeting you attended with the employee related to the discipline.

*William Scott & Co [1977] 1 CLRBR 1* is the leading discipline case where the LRB said arbitrators in discipline cases must ask the following three questions:

- Has the employee given just and reasonable cause for some form of discipline by the Employer?
- If so, is the Employer's decision to discipline the employee an excessive response in all the circumstances of the case?
- Finally, if the discipline is excessive, what alternate measure should be substituted as just and equitable?

There are many other arbitration awards that deal with discipline, termination and suspension.

### 10.3 Right to Grieve Other Disciplinary Action

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

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

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

(c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. In cases where disciplinary documents relate to resident or patient abuse, the 18 month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and maternity leave.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **Guideline**

- Letters of Expectation are not disciplinary. However, if the Employer has included discipline, or a threat of discipline in a Letter of Expectation, it is grievable (refer to chart below).

The following chart outlines some of the primary differences between a non-disciplinary letter of expectation (not grievable) and a disciplinary letter (grievable):

Letter of Expectation	Disciplinary Letter
<p><b>Purpose:</b> to counsel and communicate, to identify or clarify expected behaviour in performance of job duties.</p> <p><b>Employer's intention:</b> helpful, supportive.</p> <p>Examples used only as a means to clarify inappropriate or acceptable behaviour.</p> <p>Support is offered by way of training and other resources.</p> <p>Develops, with employee's input, mutual goals to encourage employee's commitment to change.</p> <p><b>Focus:</b> assumes behaviour will change in future, when an employee understands what is expected and is supported in an effort to change.</p>	<p><b>Purpose:</b> to correct poor performance or undesirable behaviour – assumes that discipline is needed to achieve correction.</p> <p><b>Employer's intention:</b> disciplinary.</p> <p><b>Nature of employee's conduct:</b> culpable-specific incidents of poor performance, or infraction of a rule, policy or standard.</p> <p>Should be clearly stated to be disciplinary.</p> <p><b>Focus:</b> expected behaviour is identified, but consequences are attached to present and prescribed standards.</p>

**Written Warnings**

Arbitrator Wayne Moore in 2011 reviewed the issue of documented verbal warnings in the Community Social Services collective agreement. He held that any time a verbal warning is written down it becomes a written warning and should be treated as such.

- Guideline**
- Employees should review their personnel file periodically.
  - It is the Employer's obligation to remove documents older than 18 months.
  - When reviewing a personnel file, an employee can request that any discipline over 18 months be removed provided there has not been a further infraction.

#### 10.4 Performance Evaluations

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review and sign the evaluation.
- (b) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

- (d) An employee shall receive a copy of his/her evaluation at time of signing.
- (e) All performance evaluations shall be carried out in a confidential manner.

**Guideline**

- The Employer has the right to perform evaluations on all staff.
- Stewards are not normally present during performance evaluation interviews as this is not a disciplinary meeting.
- An employee may ask questions about the performance evaluation report prior to signing it.
- Performance evaluation reports that do not provide an opportunity to disagree with the report are invalid.
- Performance evaluation reports are permanently placed on an employee's personnel file. Employees should obtain a copy of the report for their records.
- Performance evaluation reports should not include any references to discipline.

**10.5 Personnel File**

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given.
- (b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given.

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

**Guideline**

- Employees have the right to review and request copies of documents on their personnel file.
- Although the file is supposed to be reviewed "*in the office in which the file is normally kept*", if that location is not readily accessible to the employee (e.g. the file is normally kept in a location outside of the employee's municipality), the Employer should provide a copy of the file for the employee to review at their own worksite.

**10.6 Right to Have Steward Present**

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

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

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

**Guideline**

- The right to have a steward present is determined by the Employer's purpose for interviewing the employee. If the interview is part of an investigation it can be considered to be "*for disciplinary purposes*".
- If while meeting with the Employer, the employee is surprised that it is a disciplinary meeting, the employee can ask that the meeting stop to allow him/her to obtain the assistance of a steward.
- If an Employer refuses to stop a meeting, the employee should contact their steward immediately after the meeting ends.
- The steward's role in a disciplinary meeting is a topic covered in the Basic steward's course.

**10.7 Abandonment of Position**

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

**Guideline**

- Employees are responsible to report to work when scheduled and to advise their Employer when they cannot attend work.
- If you do not report to work or contact the Employer for three consecutive workdays, your Employer can terminate you for abandonment.
- The dismissal may be grieved if you have an explanation for your absence and failure to call the Employer.

**10.8 Confidentiality**

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

**Guideline**

- All information obtained by a steward related to discipline is to be kept confidential. It is not to be discussed with or disclosed to anyone other than the member, the Employer and the Union.
- The Employer must also keep information related to discipline confidential and should not discuss it with anyone who has no bona fide reason for having such information.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent on:
- (1) paid holidays;
  - (2) paid vacation;
  - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those Sections;
  - (4) sick leave;
  - (5) union leave;
  - (6) maternity, parental and adoption leave;
  - (7) other approved paid leaves of absence.

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

#### *Guideline*

- Hours worked as a casual employee are included in a regular employee's seniority.
- There is no such thing as classification seniority.
- Sections 29 and 30 of the *Workers Compensation Board Act* refer to benefits paid for temporary full disability and temporary partial disability.

### 11.2 Seniority List

- (a) A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.
- (b) A current seniority list for both regular and casual employees classified as Community Health Workers shall be provided by the Employer to the union designate on a monthly basis. The list shall indicate the following:
- (1) employee's name;
  - (2) employment status (i.e., regular or casual);
  - (3) classification;
  - (4) seniority.



**Guideline**

- Employees should review their seniority when the Employer posts the seniority list to ensure their date of hire and seniority hours are correct.
- If there is an error in the seniority list, employees should notify the employer and the Union immediately.

**11.3 Loss of Seniority**

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

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

**Guideline**

- Employees do not lose their seniority if they move from a casual position to a regular position or from a regular position to a casual position, within the same Employer.

**11.4 Re-Employment**

- (a) A regular employee who voluntarily resigns his/her employment and within 90 days is re-hired as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.

**Guideline**

- In order to be covered by Clause 11.4(a) you must be a regular employee when you terminate your employment with an employer listed in Appendix 1. You are entitled to the benefits in 11.4(a) only if you are rehired as a regular employee.

- (b) A regular employee who terminates employment with an employer listed in Appendix 1, and is employed within 90 calendar days with another employer listed in Appendix 1, shall upon successful completion of the probationary period, be entitled to portability of benefits as specified below:

- (1) *Wage Increment Step* - Length of service as a regular employee with the previous employer in a similar job shall be recognized by the receiving employer for the purpose of placement at a wage increment step. Future increment progression shall be based on service with the new employer.
- (2) *Vacations* - Length of service as a regular employee with the previous employer shall be recognized for the purpose of vacation entitlement.

**Guideline**

- In order to be covered by Clause 11.4(b) you must be a regular employee when you terminate your employment with an employer listed in Appendix 1. You are entitled to the benefits in 11.4(b) if you are rehired as either a regular or casual employee.

(c) A regular employee who voluntarily resigns his/her employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

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

### 11.5 Seniority Dates

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

## ARTICLE 12 - JOB POSTINGS

### 12.1 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of 30 days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than four months, the position shall not be posted and instead shall be filled as follows:
  - (1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 12.9 (Selection Criteria). If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 16 (Overtime), the proposed move shall not be made; or
  - (2) By casual employees, including regular part-time employees registered for casual work in accordance with Article 29.3 (Call-in Procedure).

- (c) Regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four occasions in one calendar year unless the Union and the Employer otherwise agree.
- (d) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

**Guideline**

- Stewards should keep copies of the job postings for at least three months.
- The Employer can cancel a posting at any time.

**(e) Community Health Workers**

Where the Employer posts a regular position pursuant to Article 15.4(e) (Scheduling of Hours), the following shall apply:

- (1) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more hours exist for three consecutive months and can be scheduled within the following parameters:
  - (i) up to five consecutive days of work; and
  - (ii) a definable period of availability as per Article 15.3(b) (Shift Schedules);
  - (iii) geographic location.

The position including the salary range, a summary of the job description, the required qualifications, days of work, weekly hours, period of availability, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information. Where the Employer has a current practice to distribute postings it shall be maintained, unless otherwise agreed at the local level.

- (2) The posted weekly hours may be subject to adjustment in accordance with Article 15.4(d) (Scheduling of Hours).

**Guideline**

- Prior to posting new positions an employer should offer to increase regular employees' posted weekly hours in five hour increments in accordance with Article 15.4 (Scheduling of Hours) (d).

**(f) Float Positions – Article 14**

The Employer may establish at any time regular status float positions under Article 14 (Hours of Work and Scheduling), as it may be operationally more efficient and cost effective to utilize regular float positions for relief work. Further, this matter may be discussed at any time by the Union/Management Committee which shall consider in its deliberations factors such as utilization of casual employees.

Where the Employer establishes float positions, they will be posted in accordance with Article 12.1 (Job Postings and Applications). Float pool employees are entitled to all the provisions of this agreement except Article 14.3 (Scheduling Provisions) (a), (b), (c), (d), and (f). In addition, they shall not be entitled to access work under Article 12.1 (Job Postings and Applications) (b) and Article 29 - Casual Employees at times when they are otherwise regularly scheduled to work.

A float pool employee may be required to work at more than one worksite of the Employer. Where no work is available, employees in float positions shall be utilized productively.

**Guideline**

- The Employer has the right to establish "floats" at any time, but such positions must be posted.
- Float positions established under Article 14 are regular positions with guaranteed hours.
- There are also float positions which may be established under Article 15.15 (Float Positions).

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

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

- (1) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (2) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

(b) Community Health Workers - In the posting of a vacancy or new job, the days of work and period of availability of a position may be subject to change provided that:

- (1) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (2) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing days of work and period of availability and the impact the change will have on the personal circumstances of such employee(s).

**Guideline**

- The Employer has the right to change the hours and days of work for a posted position based on operational requirements provided they have consulted with the affected employee(s) and have taken the impact that the change will have on the employee's personal circumstances into consideration.
- The Employer cannot change the hours and days of work for a posted position in a capricious, arbitrary, discriminatory or bad faith manner.
  - Capricious: Characterized by or subject to whim; impulsive and unpredictable
  - Arbitrary: Determined by chance, whim, or impulse, and not by necessity, reason, or principle; based on or subject to individual judgment or preference
  - Discriminatory: Marked by or showing prejudice; biased
  - Bad Faith: intention to deceive; treachery or dishonesty

**12.3 Job Posting Process and Regional Postings**

(a) *Regular ongoing vacancies will be filled as set out below:*

*Step One (All Employers):* A regular ongoing vacancy is to be posted at the collective agreement employer where the vacancy originates. All employees of that employer in the Community Subsector,

including laid off and displaced employees, are entitled to apply on the vacancy and be considered pursuant to the provisions of Article 12.9 (Selection Criteria). There is no requirement for “*automatic*” consideration of displaced or laid off employees.

*Step Two (Health Authority Amalgamated Employers only):* If the position is not filled through Step One above, it is an unfilled vacancy and is available to displaced employees throughout the Dovetailed Seniority List Area as per BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area (“*DSL*A”) means the geographic area in which a single Dovetailed Seniority List applies, as identified in BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area for a particular geographic area may be subject to change. The selection decision of the Employer will be made in accordance with Article 12.9 (Selection Criteria).

*Step Three (Health Authority Amalgamated Employers only):* If the position is still not filled through Step One and Step Two above, laid off employees throughout the DSLA are recalled to the vacancy as per BCLRB Decision No. B274/2002.

*Step Four (All Employers):* If the vacancy is unfilled after Step Three above, the following Regional Posting process will apply:

- (1) Employees of the Authority within the DSLA and displaced employees of Affiliates receive priority prior to external recruitment.
  - (2) Employees of the Authority within the DSLA and displaced employees of Affiliates receive equal priority.
  - (3) Displaced employees of Affiliates have a priority with the appropriate DSLA of the Authority and displaced employees of the DSLA of the Authority have a priority with the appropriate Affiliate, but there is no Affiliate to Affiliate priority and no non-displaced employee priority from either the DSLA of the Authority to an Affiliate or from an Affiliate to the DSLA of the Authority.
  - (4) Employers within the Provincial Health Services Authority are not covered by this provision.
  - (5) Selection decisions will be made in accordance with Article 12.9 (Selection Criteria) and successful applicants will port their service and seniority.
  - (6) The onus is on employees with a priority to apply, not for the Employer to seek out those with a priority.
  - (7) Employers are working toward the goal of an on-line posting process. In the interim, until that goal is achieved, Authorities/Affiliates will facilitate regional postings by forwarding between the appropriate Authority/Affiliate information allowing for display on notice boards of a simple listing of positions which have reached the regional posting stage.
  - (8) Implementation of the regional posting process will not result in “*reposting*”/ “*second posting*” of positions, “*holding of vacancies*” for any period of time or an extension to the length of the posting period.
- (b) Placements under Steps Two, Three, and Four as set out above would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of Article 12 (Job Postings) shall apply.

(c) Positions funded for specific projects, i.e., grant funded, capital projects, etc., will be posted pursuant to the collective agreement and DSLA.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

***BCLRB Decision No. B274/2002:***

- The decision applies to all worksites as defined in the *Act* and the Regulation that are owned and operated by the five respondent Health Authorities represented by HEABC.
- Seniority lists are dovetailed for the purpose of enabling displaced employees to exercise their bumping rights in accordance with the *Act* and the Regulation, to access unfilled vacancies as defined by HEABC in its proposal, and to exercise recall rights which are available under the collective agreements.
- The dovetailing of seniority is to occur on the following basis:

**1. Northern Health Authority**

- there will be one dovetailed seniority list for each Association for each of three Health Service Delivery Areas: (1) the Northern Interior Health Service Delivery Area; (2) the Northwest Health Service Delivery Area; and (3) the Northeast Health Service Delivery Area.

**2. Interior Health Authority**

- there should be one dovetailed seniority list for each Association for each of four Health Service Delivery Areas: (1) East Kootenay Health Service Delivery Area; (2) the Kootenay/Boundary Health Service Delivery Area; (3) the Okanagan Health Service Delivery Area; and (4) the Thompson Cariboo Health Service Delivery Area. The worksites, as defined by the *Act*, falling within each of these identified Health Service Delivery Areas shall be as identified by HEABC in its proposal to the Board.

**3. Fraser Health Authority**

- there shall be one dovetailed seniority list for each Association for each of two areas. The first area is the Fraser Valley Health Service Delivery Area. The second area is the combined Simon Fraser and South Fraser Health Delivery Areas.

**4. Vancouver Coastal Health Authority**

- there should be one dovetailed seniority list for each Association of the whole of the Health Authority.

**5. Vancouver Island Health Authority**

- there shall be one seniority list for each Association for each of two areas: (a) the South Vancouver Island Health Service Delivery Area; and (2) the Central and North Vancouver Island Health Service Delivery Areas.
- Seniority exercised by displaced employees shall be on an Association bargaining unit basis, not a constituent union basis. For the purpose of assisting displaced employees, maintaining employment through bumping, filling of vacancies or recall there shall be no constituent union barriers.
- Displaced employees may use their seniority as set out in the dovetailed seniority lists for the purpose of exercising the bumping rights provided in the Regulations. Displaced employees may also use seniority as set out in the dovetailed seniority lists to access unfilled vacancies within the areas stipulated above for which they may be qualified and capable of performing. This may include vacancies that result in promotions.
- With respect to recall rights, employees who are laid off are to be offered re-employment to positions for which they are qualified and capable of performing in order of the dovetailed seniority but shall not lose their right to maintain layoff status or access to further re-employment opportunities if they refuse a recall unless they refuse a recall to a comparable position as defined in the Regulation within the employee's geographic location also as defined in the Regulation.

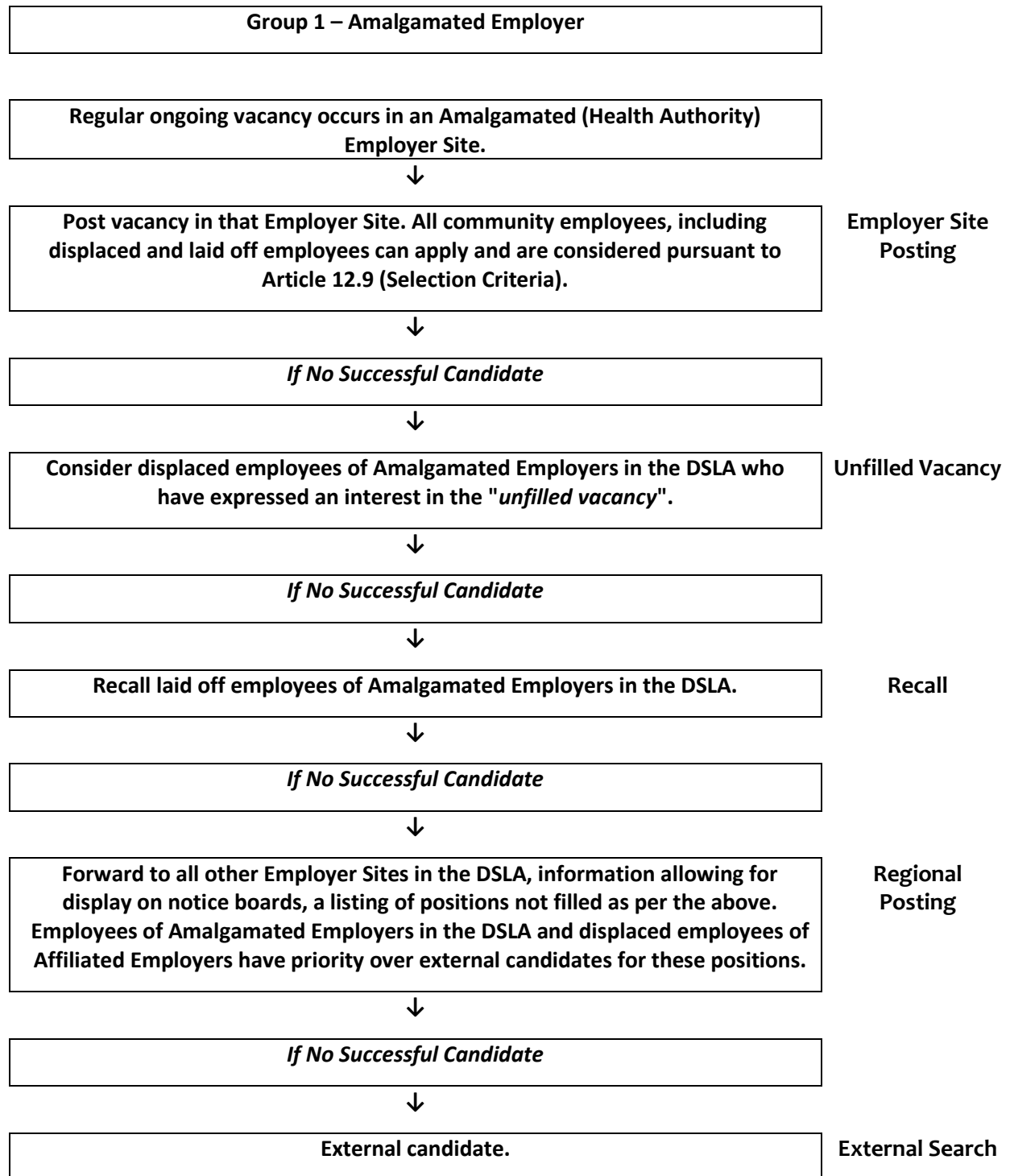
***BCLRB Decision No. B274/2002, continued:***

- Displaced employees may also elect to have their names placed on the casual list of any worksite within the employee's geographic location as defined by the Regulation, or within any other area constituting a reasonable commuting distance as may be agreed to by the respective Health Authorities. For that purpose an employee shall be able to transfer and rely upon his or her seniority on the casual list on which the employee's name appears. Call-in to work, however, shall be in accordance with the collective agreement.
- Displaced employees who bump into other positions in accordance with Section 5 of the Regulation shall transfer their seniority and any benefits provided for by the relevant collective agreement to the new position. Displaced employees who fill unfilled vacancies within the areas described shall also transfer their seniority and any benefits provided for by the collective agreement to the new position.
- Finally, for the Health Authorities other than the Vancouver Coastal Health Authority where I have provided an opportunity for employees to access unfilled vacancies within the areas described based on dovetailed seniority, those four respective Health Authorities may wish to offer unfilled vacancies beyond the boundaries of the dovetailed seniority list areas to displaced employees who are qualified and capable of performing the work of the offered positions on a Health Authority wide basis. In such cases the displaced employees who apply for or accept such positions may rely on their seniority and the successful candidate shall be permitted to transfer his or her seniority and any other benefits provided for by the collective agreement to the new position.
- "*Health Authority*" means each of the Vancouver Coastal Health Authority ("*VCHA*"), Fraser Health Authority ("*FHA*"), Interior Health Authority ("*IHA*"), Vancouver Island Health Authority ("*VIHA*") and Northern Health Authority ("*NHA*").

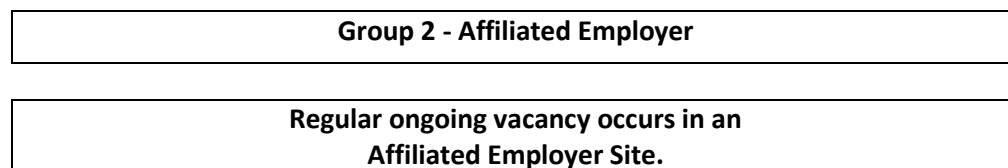
***Guideline***

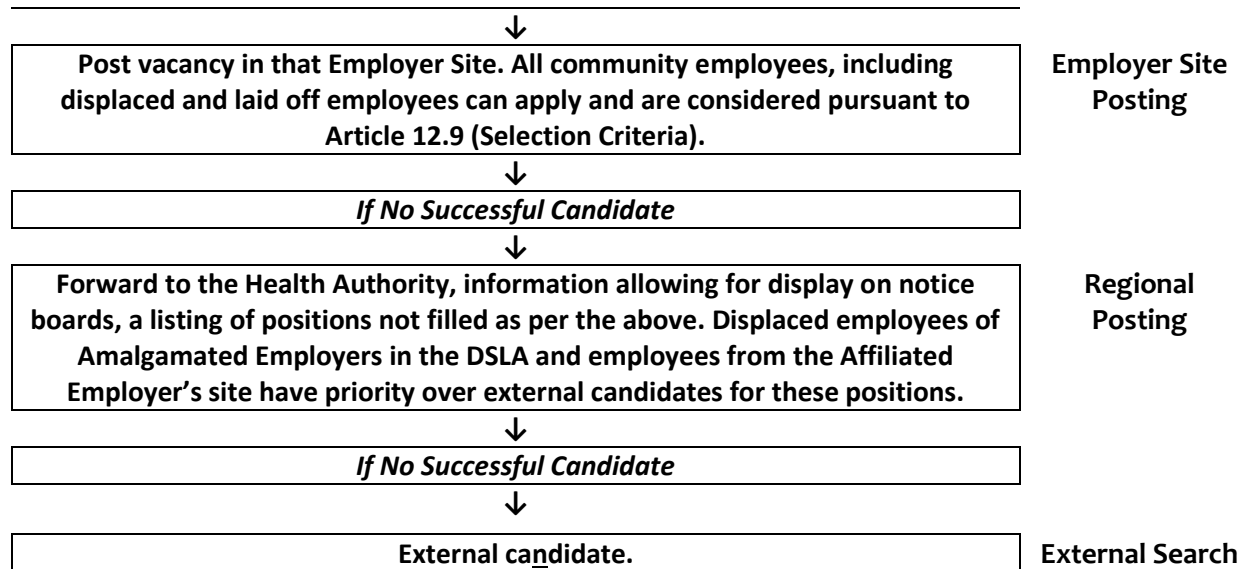
- Employees who bump into a position with another constituent union become members of that union and retain their seniority and all other benefits.





The posting process steps may occur simultaneously. The Employer may implement electronic job posting and employee application for job posting in place of or in conjunction with paper posting.





The posting process steps may occur simultaneously. The Employer may implement electronic job posting and employee application for job posting in place of or in conjunction with paper posting.

**Guideline**

- Employees should check electronic and/or bulletin boards on a regular basis for new postings.
- The Employer does not have to send copies of electronic or paper postings to each employee.

#### 12.4 Application From Absent Employees

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

**Guideline**

- An employee could be called for an interview while on leave. However, the Employer must have legitimate business reasons for requiring an employee to attend an interview while on leave.
- Employees who are unable to attend an interview while on leave should consult a steward as soon as possible.

#### 12.5 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to 12.1 (Job Postings and Applications) above.

*Guideline*

- The ability of an employer to appoint an employee in a temporary capacity does not relieve them from the requirement of posting the position in accordance with Article 12.1.

**12.6 Notice to Union**

A copy of all postings shall be sent to the designated union representative within the aforementioned seven calendar days. The copy may be sent electronically, faxed or via mail.

**12.7 Notice of Successful Applicant**

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

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

*Guideline*

- Article 12.7 is the first step to an employee deciding whether to grieve an unsuccessful job competition.
- An employee should request the reasons they were unsuccessful in writing.

**12.8 Grievance Investigation**

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

*Guideline*

- An employee should review Article 12.9 (Selection Criteria) prior to filing a job selection grievance and identify what aspect of the article was been violated in the job selection process.
- An employee must keep in mind the time frame of 21 days to file a grievance pursuant to Article 8.3 (Time Limit to Present Initial Grievance).

**12.9 Selection Criteria**

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

(b) Where an employee has met a specific standard on a typing (keyboarding) test, the result of that test will stand for a period of 24 months. Further, where an employee is working in a position requiring a specific standard of typing (keyboarding) speed, the employee will be deemed to satisfy that standard if applying for another position that requires the same or lesser standard.

(c) For Community Health Worker positions, qualifications also includes ability to meet specific client needs as outlined in Clause 15.4(b) (Scheduling of Hours).

**Guideline**

- Community Health Workers should review Article 15.4(b) before filing a job selection grievance.
- Employees are not required to re-qualify to meet a typing/keyboarding standard within 24 months of qualifying or if applying for a position with equal or lesser requirements.

**12.10 Probationary Period**

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

**Guideline**

- Probationary periods are only served once.
- All hours of work with the Employer including casual hours are credited to the 488 hours of work needed to complete probation.
- Only staff representatives are authorized to agree to an extension of the probationary period.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

**Guideline**

Rejection on probation can only be for just and reasonable cause which is a higher test than that of suitability that is the test for many probationary employees.

- When an existing employee posts into another position, the employee must serve a trial period (see Article 12.11).
- If an employee is rejected on probation by the Employer, it must be in writing and prior to the end of the probationary period.

**12.11 Qualifying Period**

(a) If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.

(b) If an employee has been promoted, voluntarily demoted or transferred and during the aforementioned three month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.

(c) Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

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

**Guideline**

- A qualifying period is different than a probationary period.
- A qualifying period applies to existing employees whereas a probation period applies to new employees.
- A qualifying period gives an employee time to decide if they want to return to their former position.
- During the qualifying period the Employer will assess the employee's ability to perform the duties of the new position and may decide to return the employee to their former position.

**ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE**

**13.1 Job Training**

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

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

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

**13.2 Definition of Displacement**

(a) Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

(b) Where notice of displacement or layoff actually results in a layoff, and prior to a layoff becoming effective, a copy of such notice shall be provided to the designated union representative within 24 hours of the time it is provided to the employee.

### 13.3 Bumping

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

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

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

#### *Guideline*

- An employee may choose to bump into any position that is occupied by a junior employee, provided they have the ability to perform the duties and provided it does not result in an increase of more than three percent in their wage rate.
- An increase in the number of hours worked is not considered to be a promotion.
- If an employee intends to bump they must provide notice to the Employer within seven calendar days of receiving the current seniority list from the Employer.

### 13.4 Layoff Notice

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

- (1) an employee who has not completed the probation period - two weeks' notice;
- (2) an employee who has completed the probationary period - four weeks' notice;
- (3) three or more years' seniority - one additional week per year to a maximum of eight weeks.

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

(b) In the event that the Employer is unable to schedule a regular Community Health Worker on an ongoing basis to five hours below her weekly maximum under Article 15.4 (Scheduling of Hours) (a)(3), the Employer may displace the employee.

(c) Upon request, an employee classified as a regular Community Health Worker shall be entitled to notice equivalent to that set out in (a) above in the event that there are no hours available for assignment to five hours below her weekly maximum for a period of four consecutive weeks.

### 13.5 Retention of Seniority

(a) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one year and shall be rehired, if the employee possesses the capability of

performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 13.3 (Bumping) of this agreement.

(b) Laid off employees shall be rehired to Community Health Worker positions as set out in (a) above, subject to the provisions of Article 15 (Hours of Work and Scheduling – Community Health Workers).

(c) During a laid off employee's recall period, she/he shall be entitled to register for casual work for the duration of the recall period. Registration shall be in accordance with Article 29 (Casual Employees). Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

### 13.6 Contracting Out

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

*Note: See Memoranda of Agreement #21, 22 and 23. Also notwithstanding Clause 13.6 (Contracting Out), as a result of Bill 29 the Employer has the right to contract out.*

## ARTICLE 14 - HOURS OF WORK AND SCHEDULING

*Note: Article 14 shall have no application to Community Health Workers and employees scheduled in a manner similar to Community Health Workers.*

### 14.1 Continuous Operation

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

### 14.2 Hours of Work

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

(b) Employees with average hours of work greater than 37½ hours per week shall move to the hours in (a) above on April 1, 1999 without loss of regular pay.

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

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

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

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

(e) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of 116 days per year [that is, an average of two days per week plus a minimum of 12 paid holidays]. If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of 116 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of 116 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).

(f) Employees shall not be required at any time to work more than six consecutive shifts, and employees shall not receive at any time less than two consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16 (Overtime). Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

(g) Where the Employer and the Union have an agreement in a collective agreement, Memorandum, or Letter of Agreement on specific scheduling provisions with respect to hours of operation, excursions, flextime, extended workdays or modified workweeks for any specific employee or group of employees, the agreements shall be maintained unless mutually agreed otherwise by the Union and the Employer. If mutual agreement on proposed amendments is not reached either party may refer the matter to the Investigator pursuant to Article 8.13 (Investigator) who will investigate the difference and give consideration to past practice, employee circumstances and the Employer's operational requirements. The parties shall be bound by the decision of the Investigator.

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

#### **Guideline**

- The CBA and employers have agreed to identify all existing flextime, extended hour or modified hours of work schedules.
- Any new agreements must be negotiated with the designated union staff, be in writing and include the details of the arrangement.

### **14.3 Scheduling Provisions**

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

(b) If the Employer alters the scheduled workdays of an employee without giving at least 14 calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 16 (Overtime), except where the Union and the Employer agree otherwise in good faith. The Union and the Employer may agree at the local level to allow such an agreement to be between the employee and the Employer. Notice of the alteration shall be confirmed in writing as soon as possible.



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

#### 14.4 Unusual Job Requirements of Short Duration

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

##### *Guideline*

- The Employer has the right to decide what work an employee performs, and how they are to perform it. The general rule is that an employee must comply with an order from their Employer unless it is illegal or unsafe.
- If the employee does not agree with an employer's order they must work now, grieve later. The employee should follow up with the steward after complying with the direction if they believe the order contravened the collective agreement.

#### 14.5 Rest Periods

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

##### *Guideline*

- Rest periods are paid time taken away from clients without interruption.
- The Employer is required to ensure all employees receive rest periods.
- The collective agreement does not address the scheduling of rest periods.
- Employers can require employees to stay at the worksite during a rest period if there is a legitimate workplace purpose.
- If an employee decides to not take their rest period they will not receive additional pay or paid time off.
- If a rest period cannot be taken, the employee needs to inform the Employer.

- Employees may not leave their worksite early because they did not receive a rest period.
- Combining rest periods with Article 14.6 (Meal Periods) needs approval from the Employer.

#### 14.6 Meal Periods

(a) An unpaid meal period shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. The length of the meal period shall not be less than 30 minutes, or up to 60 minutes by mutual agreement.

(b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable overtime rates.

(c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

#### *Guideline*

- Meal periods are normally unpaid.
- If an employee does not get to take their meal period they should discuss with their Employer how to get their meal period.
- Employees may not leave their worksite early because they did not receive a meal period.
- Combining meal periods with Article 14.5 Rest Periods needs approval from the Employer.
- Employees are not required to stay at the worksite if the meal period is not paid by the Employer.
- If the Employer requires an employee to remain at the worksite during a meal period then the meal period is paid by the Employer and should be included in benefit and seniority accrual up to the maximum full-time hours.

#### 14.7 Definition of Shifts and Shift Premiums

(a) Identification of Shifts:

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

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

#### 14.8 Scheduling Limitations

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

(a) If an employee is required by the Employer to report first to a different location before reporting to her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.

(b) Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

#### 14.9 Excursions

Employees who accompany clients/residents on excursions will be entitled to a full shift's pay and four hours of lieu time for every 24 hour period. Lieu time shall be scheduled pursuant to Article 16.6 (Compensating Time Off).

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

**NOTE:**

*Only if a worksite has a written agreement which gives a superior entitlement it remains in effect and a grievance can be filed if the Employer changes its practise.*

#### 14.10 Flextime

For the purpose of this agreement, flextime means hours worked by employees who are given authority by the Employer to choose their starting and finishing times, the length of their workday, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

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

**Guideline**

- Caution! Make sure that the Employer is not trying to get an employee to work unpaid overtime by claiming that you have a flextime schedule.
- Flextime is where the employee chooses 1) their start and finish times and 2) the length of their workday.
- If the Employer is not allowing the employee to choose both 1) and 2) then the employee is not on flextime and may be entitled to overtime.

#### 14.11 Modified Hours of Work Arrangements

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

#### 14.12 On Call

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

##### *Guideline*

- An employee who is on call is not working but must be ready and able to work (e.g. not impaired or otherwise unavailable).
- The Employer is paying on call pay to ensure that an employee is available to work if needed.
- If an employee is required to work while on call, either regular wages or overtime is paid as appropriate under the collective agreement.

#### 14.13 After Hours - Home Support Operations

"*After hours services*" shifts are defined as those shifts during which intermittent administration, supervision, and coordination of home support services, after regular hours of operation, are being provided to ensure that the needs of clients and field staff emergencies are met.

Employees assigned to after hours service shifts shall be compensated on the basis of one hour of straight-time pay for each four hours of after hours services assignment. Seniority and benefits will accrue on the straight-time hours paid until the employee has accumulated them up to a maximum of the annual full-time equivalent per year.

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

#### 14.14 Job Fairs

This provision only applies to employees scheduled under Article 14 (Hours of Work and Scheduling).

- (a) This article does not apply where Section 54 of the *Labour Relations Code* applies. When Section 54 does not apply, the Employer may use the job fair process only in the event the Employer intends to:
  - (1) reduce the number of FTEs or reduce the total number of hours of work within a specific unit/department/program/worksite; or
  - (2) revise the existing work schedule and maintain the total number of FTEs or total number of hours of work within a specific unit/department/program/worksite, or

(3) increase the number of FTEs or increase the number of hours of work within a specific unit/department/program/worksite of no more than .2 FTE per affected employee.

(b) The parties may mutually agree to use the process provided in this clause for increases to the number of FTEs or total number of hours of work of more than .2 FTE per affected employee within a specific unit/department/program/worksite. If mutual agreement is not reached such increases shall be covered by Article 12.1 (Job Postings and Applications).

(c) **Job Fair Process**

First the Employer will post or otherwise provide the proposed schedule/rotation for seven calendar days so that impacted regular employees in the unit/department/program/worksite have an opportunity to review it. Within a further seven calendar days, the impacted regular employees will select their line/position on the new schedule/rotation in order of seniority. Any regular employee without a line/position in the new work schedule/rotation will be issued a displacement notice in accordance with Article 13 (Labour Adjustment and Technological Change). The new work schedule will then be posted in accordance with Article 12 (Job Postings).

Impacted regular employees subject to the above must select a line/position in the new schedule/rotation, by seniority, where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status). However, an impacted regular employee may voluntarily select any line/position available to them if they choose to do so. If no line/position within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line/position, she/he shall be issued displacement notice at the end of the seven day line selection period.

(d) Any positions remaining vacant at the end of the job fair process shall be posted in accordance with Article 12.1 (Job Postings and Applications).

(e) Upon completion of the job fair process the Employer shall post the new schedule in accordance with Article 14.3 (Scheduling Provisions) (a)(1). Unless mutually agreed otherwise the new schedule will be implemented in 14 days.

**Guideline**

- Only impacted employees will participate in the job fair.
- Mutual agreement may be reached at the local level to implement the new schedule in less than 14 days.
- This does not apply to Article 15.

**ARTICLE 15 - HOURS OF WORK AND SCHEDULING - COMMUNITY HEALTH WORKERS**

**15.1 Continuous Operation**

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

**15.2 Hours**

Except for live-ins and overnights, the hours of work shall be an average of eight hours per day, exclusive of an unpaid meal period or an average of 40 hours per week.

Employees shall not be required to work more than six consecutive days without receiving two consecutive days off work.

### 15.3 Shift Schedules

- (a) No later than one year after February 18, 2013, the new scheduling language will be applicable.
- (b) Shift schedules include the following:

- (1) *Fixed Shifts:*

- Fixed shifts positions have a specific start and finish time and specified daily hours from four to eight paid hours per day and 20 to 40 paid hours per week. Article 15.10 (Meal Periods) will continue to apply.

- (2) *Period of Availability:*

- Scheduled hours shall be confined to either a 10, nine, eight or six consecutive hour period as defined below, except those doing live-in or overnight shifts. The consecutive hour period shall not vary from day to day except where the Employer and the employee otherwise agree. The consecutive hour period may also be changed in accordance with Article 12.2 (Change to Start and Stop Times, Days Off and Work Area) (b).

- The consecutive hour period for those employees with weekly posted hours of over 37.5 up to and including 40 shall be 10 consecutive hours.

- The consecutive hour period for those employees with weekly posted hours of over 30 up to and including 37.5 shall be nine consecutive hours.

- The consecutive hour period for those employees with weekly posted hours of over 25 up to and including 30 shall be eight consecutive hours.

- The consecutive hour period for those employees with weekly posted hours of 20 to 25 shall be six consecutive hours.

- (3) *Fixed hour split shifts:*

- A regular fixed hour split shift is a shift of 30 hours or more per week consisting of two distinct periods of fixed hours. One period must consist of at least three, four, five, or six hours of work and the second period will consist of at least two hours during the shift as long as the total of all hours does not result more than eight hours a day and 40 hours per week. Article 15.10 (Meal Periods) will continue to apply.

- (c) Notwithstanding 15.3 (Shift Schedules) (a), the parties recognize an individual client may require service in excess of eight hours. Employees shall have the option of accepting such assignments to a maximum of 12 hours in a day at straight-time pay. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the union representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with two weeks' written notice.

- (d) A regular employee's work schedule shall be made available to the employee a reasonable period in advance of the starting day of the new schedule. The employee's schedule shall cover a two week period. It is understood that the schedules may be subject to revision and/or cancellation in accordance with the provisions of the collective agreement. In the event of a dispute the steward shall have access to the schedules of each employee and, if requested, shall be provided with copies.

**Guideline**

- Any fixed shift pilot projects cease as pilot projects on February 18, 2014. The fixed shifts must either become regular shifts or cease.
- All split shift pilot projects cease on February 18, 2014.
- There are no maximum or minimum hours, only weekly posted hours.
- Ongoing split shifts must comply with Article 15.3(b)(3). Fixed split shifts must be at least 30 hours guaranteed paid weekly hours. hour split shifts are guaranteed hours to be paid to the employee.
- Fixed Split Shifts do not have periods of availability, they are fixed shifts with specific start and finish times and specified daily hours totaling at least 30 hours per week.

## 15.4 Scheduling of Hours

### (a) *Regular Employees*

- (1) (i) Regular employees shall be scheduled hours within their classification based on seniority, subject to the employee's ability to meet specific client needs and geographic location.  
  
(ii) When assigning hours, regular employees shall be given priority over casual employees in accordance with the process described in Article 15.4 (a) (Scheduling of Hours).
- (2) The Employer shall post regular positions, according to the shift schedule options in Article 15.3 (b) (Shift Schedules) specifying the days of work, the period of availability and the weekly posted hours.
- (3) If a regular employee is below the weekly posted hours of her position the Employer shall, as soon as possible, assign hours that can be accommodated considering the employee's existing assignments, in the following sequence:
  - (i) from new hours;
  - (ii) from hours assigned to casuals in reverse order of seniority;
  - (iii) within no longer than seven days, from junior regular employees, in reverse order of seniority.

### **Guideline**

- Employees must fill out an Hours of Work Investigation Form prior to filing an hours of work grievance at Step 2. The form can be found online on the UFCW website [www.ufcw1518.com](http://www.ufcw1518.com) From the **Member Portal**, enter your log-in information then click on the **Resources Tab**.

Date: \_\_\_\_\_

**HEALTH CARE INVESTIGATION FORM**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Employer: \_\_\_\_\_  
Seniority: \_\_\_\_\_ Seniority Unit: \_\_\_\_\_  
Classification: CHW 1 / CHW 2 / Other: \_\_\_\_\_ Status: (Regular or Casual): \_\_\_\_\_  
How long was hole in schedule: Over 7 days: \_\_\_\_\_ Under 7 Days: \_\_\_\_\_  
Were replacement hours offered: Yes: \_\_\_\_\_ No: \_\_\_\_\_ How many hours were offered? \_\_\_\_\_  
Weekly Posted Hours (i.e. 40, 35, 27): \_\_\_\_\_  
Window (e.g.: 8 - 6) \_\_\_\_\_ Days of Work (e.g.: Tuesday – Saturday) \_\_\_\_\_  
Casual Availability: \_\_\_\_\_

**Specifics of Complaint**

1. Date(s) that you were not given your weekly posted hours.  
\_\_\_\_\_
2. Date(s) and times of gaps.  
\_\_\_\_\_
3. Name of supervisor you spoke to and the date(s) you talked to him/her regarding lack of hours or had gaps in your schedule.  
\_\_\_\_\_  
\_\_\_\_\_
4. Attach copies of schedule(s) if possible (please delete client's names), or write down your schedule for the day(s)/week(s) in question. (e.g.: October 23, 9 - 11 – Mr. S., 11 - 1 Mrs. D., etc.)  
\_\_\_\_\_  
\_\_\_\_\_
5. List any days that you were not available to work and the reason (e.g.: LOA, sick day, turned down work, employer left message on answering machine, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

**Please fill out and submit to your Shop Steward once you have completed the form.  
Keep a copy for your records!**

Investigation – Employer to Complete

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**Hours Adjustment sent to Payroll:**

Date: \_\_\_\_\_ Signed: Employer: \_\_\_\_\_ Union: \_\_\_\_\_  
Employer Copy \_\_\_\_\_ Steward Copy \_\_\_\_\_ Grievance Copy (if applicable) \_\_\_\_\_ Voicemail to employee informing investigation complete

(4) Assignment of Unassigned Hours to Regular Employees

Regular employees who wish to be assigned hours in excess of their weekly posted hours may register under Article 29.3 (a) (Call-in Procedure) for unassigned hours. Where unassigned hours are available, the Employer shall offer such unassigned hours to these registered employees in accordance with Articles 29.3(Call-in Procedure) (a) and (d). Where such hours are assigned they may be reassigned to other regular employees eligible for such hours pursuant to Article 15.4 (a)(3)(Scheduling of Hours).



The provisions of Articles 29.1 (Casual Employee) (a), (b), (c) and (d) shall not apply. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

**Guideline**

- Regular employees are placed on the casual call-in list on the basis of their total seniority.
- Benefit accumulation includes all benefits except entitlement to health and welfare benefits for which an employee must work a minimum of 15 regularly scheduled hours per week or more. E.g. sick leave, vacation, special leave, paid holiday pay, etc.

(b) Ability to Meet Specific Client Needs

For purposes of this article, an employee's ability to meet specific client needs shall be determined using the following criteria:

- (1) language requirements and gender, where lack of consideration would lead to an adverse effect on the wellbeing of the client;
- (2) continuity of care, where the lack of consideration would lead to an adverse effect on the health of the client;
- (3) employee/client compatibility, where the lack of consideration would likely lead to an adverse effect on the health of the client. When a complaint arises, the Employer will investigate the complaint and endeavour to rectify the situation prior to reassigning the employee;
- (4) a care need requiring a specific skill. Where a regular employee requires training in order to access a particular assignment for which she is otherwise eligible pursuant to Article 15.4(a)(3)(Scheduling of Hours), such training shall be provided to the employee as soon as reasonably practicable.

Vancouver Coastal Health v UFCW Local 1518  
Re: Article 15.4 (scheduling of Hours)

*(2008) B.C.C.A.A.A. No 92; (2009) B.C.L.R.B.D. No. 41 and (2009) B.C.L.R.B.D. No. 165*

1. The Employer has a right to schedule employees, notwithstanding their seniority, based upon their ability to speak a certain language, or their gender, if a failure to do so would have an adverse effect on the wellbeing of a client. Further, the Employer has the same right to assign on the basis of continuity of care, if its failure to do so, would have an adverse effect on the health of a client. Finally, it has an unqualified right to assign based on specific skills. (Article 15.4[b])
2. The Employer has applied the criteria of language and gender in the assignment of employees in good faith, reasonably, and consistent with the provisions of Article 15.4(b) of the collective agreement.
3. If a client refuses intimate care from an employee of the opposite gender, and if it is demonstrated that the mental, or emotional or physical "*well-being*" of such a client will be adversely affected if service is provided contrary to their desire, or alternatively, no service will be provided at all, then such a client's refusal falls within the category of true need and not preference. This conclusion is one that arises in the circumstances of the home support service provided by the Employer.

4. The application of the criterion of continuity of care places a higher onus on the Employer to demonstrate that a failure to apply this criterion would have an adverse effect on the "health" of the client. However, "health" includes both the emotional and mental health of clients as well as physical health. The application of this standard is met in cases of palliative care and clients with mental health problems. However, the application of continuity of care as a rule of general application does not meet this higher onus. (Article 15.4[b][2])

5. Perhaps more than the other criteria, there is the ability in many circumstances to reconcile continuity of care with seniority. Unlike language, gender or specific ability if a senior employee is available on an ongoing basis to care for a specific client, and appropriate training can be and is provided, then that employee, if the most senior, ought to be assigned that work.

6. The criterion of gender as the basis of the assignment of CHW II to clients in accordance with their care plans does not offend Section 13(1) of the *Human Rights Code* and does amount to a bona fide occupational requirement (BFOR). In addition, the criterion of language does not fall within the enumerated grounds of discrimination under the *Code*.

(c) Where an employee classified as a CHWII is eligible to be assigned hours under Article 15.4 (Scheduling of Hours)(a)(3) above and where no such hours are available, the employee may opt to receive CHWI hours or to work reduced hours. Whichever option the employee elects, the employee shall remain entitled to CHWII hours in accordance with Article 15.4 (Scheduling of Hours)(a)(3) above as soon as they become available.

(d) Ongoing hours are defined as non-relief hours which are anticipated to have a duration of three consecutive months or more. Ongoing hours that have not been assigned to a regular employee pursuant to 15.4 (Scheduling of Hours)(a)(3) above shall be considered unassigned. Where there are ongoing hours that are unassigned, and are sufficient to constitute a regular position, and which can be assigned in five hour increments, the Employer shall first:

(1) offer, by seniority, to increase the weekly posted hours of existing regular positions, subject to Article 15.4 (Scheduling of Hours)(a)(1). The Employer shall canvass employees whose days of work and period of availability would allow for inclusion of the unassigned hours. Employees shall have the option to accept or decline an increase in their weekly posted hours; then,

(2) where no regular employee opts to accept an increase in their weekly posted hours, the Employer may increase the weekly posted hours of the most junior regular employee(s) whose posted days of work and period of availability would allow for inclusion of the available hours, subject to Article 15.4 (Scheduling of Hours)(a)(1), or post a new regular position in accordance with Article 12 (Job Postings) and (e) below. Where the most junior regular employee's period of availability is less than 10 hours, the period of availability may be increased to accommodate the available hours in accordance with Article 15.3 (Scheduling of Hours).

(3) When an employee's weekly hours are increased pursuant to this clause the Employer shall provide the Employee with written confirmation of the increased hours.

(e) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more such hours can be scheduled within the following parameters:

(1) up to five consecutive days of work; and

(2) a definable period of availability as per Article 15.3 (Shift Schedules)(b);

- (3) geographic location.

When there are sufficient unassigned ongoing hours to constitute a regular position the Employer shall post a regular position pursuant to Article 12 (Job Postings).

(f) Regular employees may refuse hours only if the hours are in excess of their weekly posted hours, subject to Article 15.4 (Scheduling of Hours)(d) or outside their period of availability referred to in Article 15.4 (Scheduling of Hours)(a)(2).

(g) The Employer shall make every reasonable effort to minimize or eliminate the number of splits (and minimize the duration of such splits) in an employee's daily schedule, exclusive of meal periods, subject to time specific service requirements and travel time.

(h) The Employer may contact regular employees outside of their period of availability only for scheduling purposes.

(i) Regular employees contacted outside their period of availability for reasons other than those described in (h) above shall be paid at straight-time rates for the duration of the call, with a minimum of 15 minutes per call.

(j) Assigned schedules shall include adequate time to complete any client reports requested by the Employer.

(k) Employees will not be required to access the Employer's voice mail scheduling system more than once per scheduled day of work, and in any event, not on a scheduled off-duty day.

(l) Casual Employees - Hours shall be assigned to casual employees pursuant to Article 29 (Casual Employees) based on seniority, subject to the employee's availability, ability to meet specific client needs, skill and ability required for the specific assignment and geographic location.

### 15.5 Reassignment

Either the client or the employee shall have the right to have a particular assignment removed, subject to an investigation by the Employer. Such request shall not be unreasonably denied. In these circumstances, the employee shall receive hours pursuant to Article 15.4 (Scheduling of Hours)(a), including hours reassigned from junior regular employees, as soon as possible.

### 15.6 Minimum Hours

(a) Every reasonable effort will be made to ensure that no regular employee is assigned to work less than four hours in a given day with the exception of emergency situations.

#### *Guideline*

- The Employer must make every effort to assign an employee at least 4 hours in a given day, unless there was an emergency situation.

(b) An employee reporting to work but unable to commence or continue her/his duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to her Supervisor. Where possible, the employee shall be reassigned to an alternate worksite. Where no alternate work is available, the employee shall receive payment for the assignment to a maximum of four hours straight-time pay or, where the Employer is reimbursed for greater than four hours payment, for the number of hours reimbursed to the Employer.

**Guideline**

- After you have reported to work you will be paid short notice cancellation for any hours that are cancelled that day and not replaced.

(c) Assignments cancelled with less than 24 hours' notice shall not result in loss of pay to the employee, provided the Employer is reimbursed for the service.

(d) If an employee is required to attend to a deceased client she shall be paid for all hours worked in accordance with the collective agreement. An employee shall not suffer loss of pay for assignments that are re-assigned due to the employee being required to attend to a deceased client. The employee will be paid the greater of the hours worked or the hours scheduled for that day.

**15.7 Travel Time**

Travel time between clients shall be scheduled by the Employer, and is included in the employee's paid hours of work. Travel time between clients shall not be included in the meal periods. Where the employee is not required by the Employer to utilize her private vehicle for travel between clients, the travel time scheduled and paid by the Employer shall assume travel by automobile.

This article applies to travel time between the last client in the first portion of a fixed split shift and the first client in the last portion of the fixed split shift.

**Guideline**

- Travel time is not paid from the employee's home to or from a client's home, only between clients.

**15.8 Emergency Contact**

(a) The Employer shall implement a system whereby employees can be contacted in the event of an emergency.

(b) The Employer agrees to provide employees on duty outside the regular office hours with access to an agency staff person or designate in the event of an urgent situation.

(c) The Employer will offer to provide a staff person to assist an employee who encounters a deceased client.

**Guideline**

- Issues related to the Employer's emergency contact system may be raised through the Labour Management and/or Health and Safety Committee.

**15.9 Leaves of Absence**

(a) When leave of absence with pay is granted the employee shall be paid based on the average number of hours worked in the 12 pay periods preceding the leave of absence.

(b) Employees who are absent from employment on an approved leave of absence shall, upon return to work, be assigned hours pursuant to Article 15.4 (Scheduling of Hours) with the same weekly posted hours, period of availability and days of work they were in prior to their leave of absence.

### 15.10 Meal Periods

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

#### *Guideline*

- Meal periods are normally unpaid.
- If an employee does not get to take their meal period they should discuss with their Employer how to get their meal period.
- Employees are not required to stay at the worksite if the meal period is not paid by the Employer.
- If the Employer requires an employee to remain at the worksite during a meal period then the meal period is paid by the Employer.
- If the Employer requires an employee to remain at the worksite during a meal period then the meal period is paid by the Employer and should be included in benefit and seniority accrual up to the maximum full-time hours.

### 15.11 Unusual Job Requirements of Short Duration

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

#### *Guideline*

- The Employer has the right to decide what work an employee performs, and how they are to perform it. The general rule is that an employee must comply with an order from their Employer unless it is illegal or unsafe.
- If the employee does not agree with an Employer's order they must work now, grieve later. The employee should follow up with the steward after complying with the direction if they believe the order contravened the collective agreement.

### 15.12 Minimum Number of Days Scheduled Off From Work

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of 116 days per year [that is, an average of two days per week plus a minimum of 12 paid holidays]. If, at the end of 52

weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of 116 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of 116 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).

### 15.13 Scheduling Limitations

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

If an employee is required by the Employer to report first to a different location before reporting to his/her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at his/her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.

### 15.14 Live-in and Overnight Shifts

#### (a) *Compensation*

Live-in shifts shall be paid at a minimum of 13 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Overnight shifts shall be paid at a minimum of 10 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Upon request, the hours purchased by the purchaser of live-in shifts and overnight shifts will be provided to the Union for all clients.

Live-in employees shall be entitled to a break, without loss of pay, of three consecutive hours between 9:00 a.m. and 9:00 p.m. unless mutually agreed otherwise.

Employees will not be scheduled to do live-in or overnight shifts unless the employee has indicated in writing to the Employer they will accept such shifts.

Employers whose current practice provides for a superior entitlement shall continue the practice.

#### (b) *Standards*

(1) *General* -The Employer shall, as a minimum standard for live-in and overnight shifts, ensure the Continuing Care Guidelines with respect to working conditions are complied with.

(2) *Living Accommodation* - Reasonable living accommodation (regarding safety and sanitation) shall be provided within basic standards, i.e., running water, indoor plumbing, heat and light.

(3) *Telephone Access* - Employees shall be entitled to reasonable use of the client's telephone for local calls during the evening to speak with family members (i.e., spouse, children, dependants, parents). Employees may not receive personal calls on the client's telephone nor give out the client's telephone number. In the case of urgent personal calls to the employee, messages will be taken by the Employer and passed on to the employee as soon as possible. In the event of an

emergency, the employee shall use the client's telephone to contact the appropriate authorities or the contact person designated by the Employer.

(4) *Health and Safety* - Health and safety factors must be considered in the selection of sleeping accommodations. The employee must be provided with appropriate, clean and private sleeping spaces.

(5) *Safety of Employee and Client* - The Employer is responsible for providing a safe working environment for employees. Where possible, an initial safety inspection should be done of the environment (including equipment) prior to placement of the employee.

### 15.15 Float Positions

The Employer may establish regular float positions which are consecutive hour shifts.

#### Guideline

- The shift schedule rules in Article 15.3(b) apply to float positions.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

(a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Article 14.2 (Hours of Work) and Article 15 (Hours of Work and Scheduling - Community Health Workers).

(b) "*Straight-time rate*" means the hourly rate of pay.

(c) "*Time and one-half*" means one and one-half times the straight-time pay.

(d) "*Double-time*" means two times the straight-time rate.

### 16.2 Overtime Compensation

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

(b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

#### Guideline

- A "*scheduled day of rest*" is a day when an employee is not scheduled to work.
- The Employer may have a policy requiring employees to use banked overtime within a certain time frame.

**Guideline**

- Caution! An employee must receive advance approval to work overtime except in an emergency situation when prior authorization is not possible.
- Stewards should familiarize themselves with the Employer's policy related to authorization of overtime.

**16.3 Overtime on Day Off**

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

**16.4 Overtime on Paid Holiday**

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

**16.5 Overtime Pay**

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

**16.6 Compensating Time Off**

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

**Guideline**

- Employees can choose to receive overtime as pay or as time off with pay. The Employer has no say in whether the overtime is banked or paid out.
- If you work one hour of overtime you bank one and one-half hours and when you take banked overtime off you are paid at straight-time rates. (the same applies to overtime paid at double-time.)
- The Employer must pay out banked overtime if requested by an employee.

**16.7 Overtime Meal Allowance**

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



- (a) This clause shall not apply to part-time employees until the requirements of Article 16.9 (Overtime for Part-time Employees) have been met.
- (b) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times or period of availability for a normal workday.

### 16.8 Right to Refuse Overtime

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

### 16.9 Overtime for Part-time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is requested to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.
- (d) Article 16.9 (Overtime for Part-time Employees) shall not apply to Community Health Workers.

### 16.10 Rest Interval After Overtime

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

### 16.11 Callback

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work the allowance in Article 27.11 (Vehicle Allowance) from the employee's home to the Employer's place of business and return. The minimum allowance shall be four dollars.

#### CHECKLIST FOR GRIEVANCES RELATED TO OVERTIME

- *What are the grievor's hours of work or shift?*
- *What date did the overtime occur? **BE AWARE OF TIMELINES***
- *What is the grievor's classification and seniority?*

- *Is there a supervisor's record of the overtime worked? If yes, have you obtained a copy of this record?*
- *What work was performed during the overtime?*
- *Have you included a copy of the work schedule?*
- *Have you included any other relevant information about the worksite?*

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

The following have been designated as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

### 17.2 Holidays Falling on Saturday or Sunday

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

#### *Guideline*

- 17.2 applies only to members who have a Monday to Friday workweek.

### 17.3 Holiday Falling on a Day of Rest

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

### 17.4 Holiday Falling on a Scheduled Workday

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

### 17.5 Holiday Coinciding with a Day of Vacation

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

### 17.6 Holiday Pay for Regular Part-Time Employees

Regular part-time employees shall receive four point six percent of straight-time pay instead of a day off with pay.

### 17.7 Christmas or New Year's Day Off

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

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

### 17.8 Scheduling of Lieu Days

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

### 17.9 Qualifying for the Holiday - Community Health Workers

Employees classified as regular Community Health Workers will receive four point six percent of straight-time pay in lieu of paid holidays.

#### *Guideline*

- If a Community Health Worker works on a statutory holiday they are entitled to compensation one and one-half time their regular rate for all hours worked on the holiday, and they will receive an additional day off without pay.
- If a Community Health Worker does not work on a statutory holiday they are not paid for the day as they have already been paid for it through the payment of the 4.6% in lieu.

## ARTICLE 18 - VACATION ENTITLEMENT

### 18.1 Annual Vacation Entitlement

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

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

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

#### *Guideline*

- Vacation entitlement is accrued from July 1st to June 30th.
- Vacation is taken during the calendar year January to December.

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

- one to four years continuous service .....15 workdays of vacation, based on six percent of straight-time pay;
- five to nine years continuous service .....20 workdays of vacation, based on eight percent of straight-time pay;
- 10 to 14 years continuous service .....25 workdays of vacation, based on 10% of straight-time pay;
- 15 to 19 years continuous service .....30 workdays of vacation, based on 12% of straight-time pay;
- 20 or more years continuous service.....35 workdays of vacation, based on 14% of straight-time pay;

Effective July 1, 2013, the following changes shall be made to annual vacation entitlements:

Years of Continuous Service	Workdays of Vacation	Percent of Straight-time pay
One to four	15	6%
Five	19	7.6%
Six to nine	20	8%
10	24	9.6%
11 to 14	25	10%
15	29	11.6%
16 to 19	30	12%
20	34	13.6%
21 or more	35	14%

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

No current employee will have his/her vacation reduced as a result of implementation of this provision.

(c) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages during the accrual year (July 1st - June 30th).

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

- Guideline**
- Continuous service for the purpose of vacation entitlement begins on the day an employee commences a regular position.

- Service as a casual employee is not included because casual employees are paid out in lieu of paid vacation
- Accrual continuous is not interrupted by maternity and parental leaves.
- Vacation entitlement will be adjusted for any unpaid leaves. Unpaid leaves include absences related to EI, medical leave and general leave.
- Union leave is not considered an unpaid leave.
- Part-time employees earn vacation on a pro-rated basis, based on their years of continuous service and hours worked (Article 2.1[b]).
- All hours paid at straight-time are included in the calculation of vacation entitlement and pay. (See Article 29.5) The Employer must credit and grant paid vacation on all casual hours worked by a regular employee.

*Interior Health Authority v BCGEU and UFCW, Unreported, January 30, 2014, (Joan M. Gordon)*

- Part-time employees received full-time entitlement of days and pay based on their hours of work. The Employer changed the practice to have the entitlement of days pro-rated to the employee's FTE position. Members grieved this change.

The Arbitrator held that vacation was pro-rated for those who work less than full-time. The award also states that vacation entitlement should be based on years of continuous service and hours worked.

## 18.2 Vacation Period

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

## 18.3 Splitting of Vacation Periods

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

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

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

Annual vacations for employees with less than 10 workdays' vacation shall be granted in one continuous period.

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

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

**Guideline**

- The approved vacation schedule cannot be changed unless there is an emergency or mutual agreement between the employee and Employer.
- The Employer's lack of planning does not constitute an emergency for the purposes of Article 18.3.
- An Employer can have reasonable limitations on the number of employees who can be away at any given time.
- Stewards may want to raise this issue in labour management meetings if it is clear that there are not sufficient casual employees to cover for vacations.

**18.4 Vacation Pay**

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

**18.5 Vacations Non-Accumulative**

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

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

(c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support - Facilities Subsector collective agreement.

**Guideline**

- The Employer may not simply schedule vacation under (a), they must give a real opportunity for the employee to choose when they would like to take their vacation.

**18.6 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1 (Annual Vacation Entitlement).

### 18.7 Reinstatement of Vacation Days - Sick Leave

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

#### *Guideline*

- This article does not apply to illness or injury which commences or occurs after the vacation commences.

### 18.8 Callback from Vacation

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

### 18.9 Vacation Credits Upon Death

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

#### **CHECKLIST FOR GRIEVANCES RELATED TO VACATIONS**

- What are the dates of the vacation time requested?
- When was the request made? Denied? **BE AWARE OF TIMELINES**
- What is the grievor's classification and seniority?
- How many other employees are on vacation at the requested time?
- Is there any relevant past practice to consider?
- What are the names and availability of other employees who can provide coverage during vacation?
- What is the total number of employees at same worksite in same classification?
- What articles have been violated?
- Have you included any other relevant information about the worksite?

## ARTICLE 19 - EDUCATION LEAVE

### 19.1 Courses/Examinations at the Request of the Employer

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

### 19.2 In-Service Education

- (a) Employees scheduled by the Employer to attend in-service education seminars or an on-line course on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar/course.
- (b) Employees required by the Employer to attend in-service education seminars or an on-line course on a scheduled day off shall receive compensation for all hours in attendance at the seminar/course in accordance with Articles 14 (Hours of Work and Scheduling), 15 (Hours of Work and Scheduling-Community Health Workers), and 16 (Overtime).

### 19.3 Leave Without Pay

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

### 19.4 Exchange Programs

The parties agree that exchange programs between employers will be encouraged. Where practical, employees will be given the opportunity to participate in exchange programs at full pay and allowances. No such exchange will take place without a written agreement with the union(s) and the employers involved.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

Definition of immediate family for Article 20 (Special and Other Leave):

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



**Guideline**

The above definition applies to the entire article as of 2012.

**20.1 Bereavement Leave**

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

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

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

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

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

**Guideline**

- Bereavement Leave allows an employee to grieve, make arrangements for the funeral or to attend to business and estate matters relating to the death of an immediate family member.

**20.2 Jury Duty**

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

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

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

**Guideline**

- Leave under 20.2(a) is a paid leave and therefore seniority and all other benefits of the collective agreement apply.
- An employee may apply to use their vacation time to cover their absence under 20.2(c) above.

### 20.3 Special Leave

- (a) A regular employee shall earn special leave credits with pay up to a maximum of 25 days (i.e., 187½ hours for employers where the full-time workweek is 37½ hours per week) at the rate of one-half day (i.e., 3.75 hours for employers where the full-time workweek is 37½ hours per week) every four weeks (i.e., 150 hours for employers where the full-time workweek is 37½ hours per week).
- (b) Employees covered by collective agreements with an annual entitlement for special leave shall have that entitlement credited to the bank and shall accumulate in accordance with (a) thereafter.

Special leave credits may be used for the following purposes:

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

#### **Guideline**

- See Article 21 for further information regarding Maternity, Parental and Adoption Leave benefits.

#### **Points to Consider when Applying for Special Leave**

- The onus is on the employee to establish an entitlement to special leave. The employee is obliged to provide the Employer with all the information needed to support their claim.
- The Employer is required to seek additional information if it considers the information from the employee to be lacking in order to make sure its decision is correct.
- The definition of "*household or domestic*" can include a far more expansive definition than "*residence*", "*home*", or "*domicile*". The emergency must in some way be connected to the employee's family, home, or household affairs. It is not restricted to emergencies at the employee's home. The mere fact that an immediate family member lives separate and apart from an employee cannot automatically disentitle the employee to the Special Leave benefit. Whether it can constitute a domestic emergency to the employee depends upon an examination of all of the circumstances.
- An emergency is extremely unusual by nature and must be dealt with immediately.

- The mere existence of another person at the home of the employee is not sufficient to deprive an employee of Special Leave. It is implicit in the clause that such other person must be both capable of dealing with the emergency and available to do it.
- Providing care contemplates more than giving general comfort and emotional support.
- One incident cannot result in more than one period of leave under Article 20.3.

Special leave covers those circumstances where there is an emergency and you are the only one who can provide the care. Other circumstances that require parental care are not paid for under special leave.

#### 20.4 Compassionate Care Leave

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

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

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

Employment Insurance (EI) provides Compassionate Care Benefits to persons who have to be away from work temporarily to provide care or support to a family member who is gravely ill with a significant risk of death. Please refer to the Service Canada website for more information regarding eligibility requirements and benefits:

<http://www.servicecanada.gc.ca/eng/sc/ei/benefits/compassionate.shtml>

#### Guideline

- If your Employer refuses to grant an unpaid leave for compassionate care contact your shop steward immediately for assistance.

## 20.5 General Leave

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

### *Guideline*

- The employee must provide sufficient detail (i.e., start and end dates) in their request for a general leave to allow the Employer to make an informed decision as to whether to grant the request or not.
- Employees should have written confirmation that their leave has been granted prior to commencing the leave.
- The terms of the leave should be included in both the request for the leave and the written confirmation. i.e. the length of the leave requested/approved (start and end date), whether the employee will return to their own position or an equivalent one and any other important details.

## 20.6 Benefits on Leave of Absence

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

### *Guideline*

- If the employee chooses to maintain their benefits while on an unpaid leave, the benefit costs need to be arranged and confirmed by the Employer.
- If the employee chooses not to maintain their benefits while on an unpaid leave, the benefit is cancelled and will not be reinstated until the employee returns to work.
- This article does not apply to LTD absences.
- This article does not apply to leaves under Article 21 (Maternity, Parental and Adoption).
- This article does not apply to union leave as the Union reimburses the Employer for all employment related costs including health and welfare premiums.

## 20.7 Full-Time Public Duties

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

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

## ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

### 21.1 Maternity Leave

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

### 21.2 Parental Leave

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

- (2) in the case of the "other parent" following the birth of the child and within the 52 week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition No. 9;
- (3) in the case of an adopting parent, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

### 21.3 Combined Maternity and Parental Leave

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

### 21.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement) and 25 (Health Care Plans). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

### 21.5 Reinstatement

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

#### Guideline

- Pay for maternity and parental leave is provided through EI subject to the employee meeting the eligibility requirements.
- If you intend to request a maternity or parental leave go to the Service Canada website at <http://www.servicecanada.gc.ca/eng/sc/ei/benefits/maternityparental.shtml> for details about eligibility requirements and benefits.
- If an employee is working with a high risk client or has other concerns about her safety at work while pregnant, the employee should consult with the Employer immediately to request an alternate position for the duration of the pregnancy.

#### Guideline

This Guide is not intended to be relied on for legal purposes or proceedings of any sort. This Guide is provided on a without prejudice basis to any position UFCW may take in any hearing or any other forum.

- An employee can request an extension to their leave for six months for health reasons - see Article 21.1(f) (Maternity Leave).
- An employee can request an extension to their leave for five weeks if the child requires further medical assistance - see Article 21.2(e) (Maternity Leave).
- Employees should notify the Employer as soon as possible if they need to access leave under Article 21.1(f) (Maternity Leave) or 21.2(e) (Parental Leave).

**Guideline**

- Birth mothers may choose to take parental leave after maternity leave.
- Both the mother and the father are entitled to take parental leave. However, employees in this circumstance should enquire with Service Canada regarding payment of EI benefits.
- Parental leave must be commenced within 52 weeks of the birth of the child but does not necessarily have to be completed within 52 weeks of the birth of the child.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

**22.1 Statutory Compliance**

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

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

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

**22.2 Client Information**

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

**22.3 Occupational Health and Safety Committee**

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

The Union agrees to actively pursue with the other Health Care unions, where more than one union is certified with the Employer, a joint union/employer committee for the purposes of the Occupational Health and Safety Regulations.

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who

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

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

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

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

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

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

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

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

**Guideline**

- The Union provides an occupational health and safety course to committee members.



- Joint Safety and Health Committee members who attend the OHS training will learn about the structure and function of the Committee as well as relevant provisions of the *Workers Compensation Act* and Regulations.
- Union members who attend the course will be granted union leave with pay.
- Each worksite is required to have a joint safety and health committee.
- Employers cannot appoint union representatives to the Joint Safety and Health Committee.
- Members are only appointed or elected by the UFCW.
- The staff representative will send a letter to the Employer notifying them of the appointments to the Committee.
- All committee appointees have equal status and voice.
- An employee cannot be disciplined for raising health and safety issues at the Committee.
- Committee meeting minutes are recorded and need to be approved by all committee members prior to being posted at the worksite.
- Approved committee meeting minutes are posted on the union bulletin board.
- Employers are required to have a hard copy of the *Workers Compensation Act* and the Occupational Health and Safety Regulations at the worksite if employees do not have access to a computer or the internet.
- Under the Occupational Health and Safety Regulations employees have the right to information about any hazard in their workplace.
- Employees also have the right to question the Employer about any health and safety concern and the right to refuse work if they believe their health and safety is at risk.
- The *Workers Compensation Act* and the Regulations are available online at [www.worksafe.com](http://www.worksafe.com).

#### 22.4 Aggressive Behaviour

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

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

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 4.28 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where **that is not possible, minimize** risk. The

Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

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

## 22.5 Vaccination and Inoculation

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

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

### *Guideline*

- The Employer's flu shot policy that required either a flu shot or wearing a mask was held to be a reasonable policy. (2013) B.C.C.A.A. No. 138 No. A-086/13 Robert Diebolt, QC
- Employees are required to wear a mask supplied by the Employer if they chose not to have a flu shot unless the Employer has a duty to accommodate either your medical issues or a specific job-related requirement.
- Duty to accommodate resolutions are arrived at with the employee, the Union and Employer. Resolutions may include special masks, alternate work, alternate work locations, etc. as agreed.

## 22.6 Video Display Terminals

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

## 22.7 Transportation of Accident Victims

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

## 22.8 Injury Pay Provision

(a) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her scheduled and

assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.

(b) Employees eligible for sick leave coverage pursuant to Article 28 (Sick Leave) shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee.

**Guideline**

- WCB Regulations require that an incident report be completed for all injuries during work.
- Stewards should direct injured employees to the WCB website at [www.worksafe.com](http://www.worksafe.com)

**22.9 Investigation of Accidents**

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

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

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

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

**22.10 Emergency Travel Kit**

Where employees are required to use their personal, or the Employer's, vehicle for work in isolated or areas with hazardous road conditions, and where there is agreement at the local level regarding the provision of an emergency travel kit, the Employer will provide such a kit. The Occupational Health and Safety Committee will make recommendations on the contents of the emergency kit.

**22.11 Employee Workload**

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

**Guideline**

- If a member is refusing to carry out unsafe work, they MUST IMMEDIATELY report the unsafe working condition to their Employer.
- Refusal to perform unsafe work is not considered a strike - see *Labour Code* Section 63(3).
- Members and stewards should familiarize themselves with Sections 3.12 and 3.13 of the *Workers Compensation Act* (below) that detail the procedures to be followed when refusing unsafe work.

**Sections 3.12 and 3.13 of the *Workers Compensation Act***

**3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or Employer.
- (3) A supervisor or Employer receiving a report made under Subsection (2) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (i) a worker member of the Joint Committee,
  - (ii) a worker who is selected by a trade union representing the worker, or
  - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under Subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

**3.13 No Discriminatory Action**

- (1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the *Workers Compensation Act* because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

**Note:** *The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, Sections 150 through 153. These sections of the Act are reproduced in the Introduction to the print version of Book one of the Occupational Health and Safety Regulation, on pages xviii-xix.*

**TIPS for stewards when assisting a member under Article 22:**

Injury at the Worksite:

If you are injured at the worksite:

1. Seek medical attention.
2. Ensure all documentation is completed, including WCB claim form if required.
3. Report all incidents to the supervisor/Employer no matter how small it may seem.
4. The Employer must immediately initiate an investigation (see Article 22.9) The OSH Committee should be involved in the investigation.
5. If an employee has been injured at work and is experiencing problems with their WCB claim, they should contact their Union Representative as soon as possible for assistance.
6. Employees should be aware that there are timelines related to WCB claims and appeals – contact your Union Representative for assistance as soon as possible.
7. Employees should keep all correspondence received from WCB as the Union will need to see all correspondence in order to assist the employee.
8. If an employee is off work and receiving WCB, the employee should keep a daily log which includes phone calls from WCB, the Union, the Employer, medical appointments, etc.

Unsafe Work:

1. If an employee is refusing unsafe work they must follow Sections 3.12 and 3.13 of the *Workers Compensation Act*.
2. The employee must tell their supervisor, who must investigate the situation. (*Workers Compensation Act* Section 3.12[3]) If the employee is unhappy with the investigation or resolution and continues to refuse the work, the Employer must conduct a new investigation in the presence of the complaining member and a union OSH committee member. (*Workers Compensation Act* Section 3.12[4]) If the employee is unhappy with the investigation or resolution and continues to refuse the work, an officer of the Workers' Compensation Board must be contacted. (*Workers Compensation Act* 3.12[5]).
3. An employee cannot be discriminated against or disciplined for exercising their right to refuse unsafe work.
4. After WCB has investigated the incident, recommendations may be issued and the Employer is obligated to comply with the recommendations.

Any forms required by the Employer in reporting incidents/accidents/injuries must also be filled out and you should write down what occurred, for your own records.

***Your Safety Rights* KNOW THEM – USE THEM**

***RIGHT TO KNOW***

***about workplace dangers***

***RIGHT TO PARTICIPATE***  
***committee***

***in workplace health and safety through joint OH&S***

<b>RIGHT TO REFUSE</b>	<i>unsafe work</i>
<b>RIGHT TO NO DISCRIMINATION</b>	<i>you can't be fired or disciplined for participating in health and safety</i>
<b>INJURED AT WORK?</b>	<i>seek first Aid &amp; report your injury to a supervisor seek medical attention, if needed report your injury to WCB by calling Teleclaim 1-888-967-5377</i>

**April 28 remembering lives lost or injured in the workplace**  
**Safety Through Solidarity**

**ARTICLE 23 - MORE FAVOURABLE RATE OR CONDITIONS**

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

**ARTICLE 24 - MUNICIPAL PENSION PLAN**

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

For employees hired on or after April 1, 2006:

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

Note: MPP contact information:

- Web: <http://www.pensionsbc.ca>
- Email: [MPP@pensionsbc.ca](mailto:MPP@pensionsbc.ca)

- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

**Guideline**

If a member has signed a waiver declining participation in the pension plan they can retract the waiver in writing at any time and start to participate, provided they meet the participation requirements. They may only do so on a go-forward basis and may not buy back past service.

**ARTICLE 25 - HEALTH CARE PLANS**

**25.1 BC Medical**

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

**25.2 Dental Plan**

- (a) Employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay 100% of the premium.
- (d) The plan shall be comparable to the dental plan provided by the employers covered by the Facilities Subsector agreement through the Healthcare Benefit Trust. (Refer to Information Appendix 1).

**Guideline**

Article 25.2 provides an overview of the dental coverage. See Information Appendix #1 for details of dental services covered.

- If you are enrolled in another dental plan that is equal to or better than this plan, you cannot enrol in this plan. This means that you will not be able to claim reimbursement under two plans (no dual coverage).
- If, while covered under this Dental plan, you and/or your dependants become insured under another dental plan that is equal to or better than this plan, you must contact your Employer and terminate this coverage effective the end of the month prior to the start of the other dental coverage.
- If you are enrolled in another dental plan that provides a lesser benefit than this plan, for example, the premiums are partially paid by the spouse or any part of the plan is reimbursed at a lower rate you are entitled to enrol in this plan.

### 25.3 Extended Health Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.
- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$350 every 24 months and the allowance for hearing aids will be \$600 every 48 months.
- (c) The plan shall be comparable to the extended health plan provided by the employers covered by the Facilities Subsector agreement through the Healthcare Benefit Trust. (Refer to Information Appendix 2 (Summary of HBT or another provider Coverage)).
- (d) Effective April 1, 2013, dispensing fees will be capped at Pharmacare rates (January 2013 rate is \$10.00).
- (e) Effective April 1, 2013, each eligible employee will be provided with an EHC bluenet card (or equivalent).

#### *Guideline*

- For groups who had extended health plans in Superior Benefits Memoranda of Agreement that moved to the sector standard plan , a Pharmacare tie-in comes into effect June 1, 2013, only drugs that are approved by BC PharmaCare will be reimbursed unless special authority is granted by BC PharmaCare.
- If a group had the Low Cost Alternative and/or Reference Based Drug plans in effect they will no longer be in effect.
- Article 25.3 provides an overview of the extended health coverage. See Information Appendix #2 for details of extended health services covered. Extended health coverage is not limited to eyeglasses and hearing aids.
- See Information Appendix #2 for more details of plan coverage.



**WHAT TO DO TO ENSURE YOUR DRUGS ARE/WILL BE REIMBURSED?**

**Talk to Your Doctor**

Discuss the BC PharmaCare eligibility of the medication with your Doctor to ensure that drug you are prescribed is covered by BC PharmaCare. If the drug is not covered, your Doctor may prescribe an alternate drug that is approved and reimbursed under BC PharmaCare program.

To see if your drug is covered or to find alternative drugs eligible for coverage go to :

<http://www.health.gov.bc.ca/pharmacare/benefitslookup/>

**Apply for Special Authority (SA)**

If your drug is not covered by BC PharmaCare and there is no suitable alternative that is available under BC PharmaCare, it may be may be available with Special Authority approval. Not all drugs are eligible for Special Authority. Your doctor can apply to BC PharmaCare Special Authority for approval of the drug. If the criteria is met and the drug is approved by PharmaCare, your prescription will be covered.

For a list of drugs eligible for Special Authority approval visit:

<http://www.health.gov.bc.ca/pharmacare/sa/criteria/genericbrandtable.html>

Some General Practitioners and Specialists in BC have indicated that they will be charging a fee for the completion of a Special Authority form. (2013 cost is \$68.95) The cost of obtaining a Special Authority may be claimed through the Extended Health Plan.

For more information on drugs approved by BC Pharmacare visit:

<http://www.health.gov.bc.ca/pharmacare/decision.html>

**Questions about BC PharmaCare and your drug coverage?**

*Contact BC PharmaCare directly:*

Vancouver: 604-683-7151  
from the rest of BC: toll-free 1-800-663-7100  
Monday to Friday, 8:00 a.m. to 8:00 p.m. (except statutory holidays)  
Saturday 8:00 a.m. to 4:00 p.m. (except statutory holidays)

### ***Special Authority***

Special Authority coverage begins the day the information is entered into PharmaNet, the BC computer network that links all BC pharmacies to a central set of databases. Depending on the individual drug, Special Authority coverage may be for a limited time (for example, six months) or be indefinite.

**To be eligible for coverage, Special Authority must be in place before you purchase a drug. Coverage cannot be provided retroactively.**

The following categories of drugs require Special Authority approval before the prescription is purchased.

- Limited Coverage Drugs: All Limited Coverage Drugs require Special Authority approval.  
<http://www.health.gov.bc.ca/pharmacare/sa/criteria/restricted/restrictedtable.html>
- No-Charge Psychiatric Medication Plan: Some medications require Special Authority approval to be covered under this plan.  
<http://www.health.gov.bc.ca/pharmacare/outgoing/plangtable.html>
- Alzheimer's Drug Therapy Initiative: PharmaCare is accepting requests for coverage of certain medications used to treat mild to moderate dementia.

<http://www.health.gov.bc.ca/pharmacare/adi/>

To find out if your drug requires Special Authority, use the online Formulary Search.

<http://www.health.gov.bc.ca/pharmacare/benefitslookup/>

The following categories of drugs are not eligible for Special Authority:

- Drugs included as part of a private clinical trial
- Diet therapy
- Drugs classified as or used for cosmetic purposes
- Drugs still under review by PharmaCare.

**Some doctors are now charging patients for the work involved in applying for a Special Authority. This charge may be claimed through the extended health plan.**

#### **25.4 Group Life Insurance**

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of \$50,000 and standard 24 hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised: that is, the individual covered may convert all or part of his/her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (c) The Employer shall pay 100% of the premium.

**Guideline**

If you are terminally ill and are expected to live less than one year, you may be eligible for an advance payment of up to 50% of your group life benefit (maximum payment of \$25, 000). An application form may be obtained from your employer.

**25.5 Dependants**

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

**25.6 Long-Term Disability**

- (a) The Employer shall provide a long-term disability insurance plan. An Enhanced Disability Management Program will be implemented in accordance with Memorandum of Agreement #1 - Enhanced Disability Management Program.
- (b) The plan shall cover post probationary employees and provide such employees with salary continuation until the age of 65 in the event of a disability.
- (c) The plan shall be as provided in Appendix 2 (Long-Term Disability Insurance Plan).
- (d) The Employer shall pay 100% of the premium.

**Guideline**

- See Appendix 2 for details of the LTD plan.
- An employee on LTD who is terminated by the Employer should contact their steward for assistance. Note that in certain circumstances, an employer can terminate an employee on LTD.
- For the first 20 days of the six month waiting period an employee's benefits premiums are paid for by the Employer. For the remainder of the six months an employee must pay 100% of health and welfare plan premiums in order to maintain coverage. Not paying for LTD premiums will result in the member not being covered for any new conditions should they arise during the waiting period or while receiving benefits. It will not disentitle a member from receiving benefits for the illness or accident causing the initial absence.
- If an employee opts not to maintain their benefits, they will not be reinstated until the employee has returned to work.
- If an employee is in receipt of LTD an employee can elect to continue any or all of medical, dental and extended health benefits as long as the employee remains an employee and pays 50% of the contribution to the Employer in advance.
- While an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee.
- A casual employee working in a temporary full-time position is not eligible for LTD.
- The Long-Term Disability plan contains a pre-existing condition exclusion that disqualifies you from coverage for an accident, sickness or mental or nervous disorder for which you have received medical treatment, services or supplies in the 90 day period prior to date of hire unless you have completed 12 consecutive months of service after the date of hire during which time

you have not been absent from work due to that accident, sickness or mental or nervous disorder. This pre-existing condition exclusion ceases on October 1, 2015.

- If you are a member of the Municipal Pension Plan you will continue to accrue contributory and pensionable service while on LTD, but will not have to make contributions.
- If a member has an LTD claim denied they have the option of appealing the decision through the Claims Review Committee, not the grievance process.

### 25.7 Commencement of Coverage

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

#### *Guideline*

- Regular Community Health Workers are also covered by this provision as long as they work 15 regular hours or more per week.

### 25.8 Confidentiality of Claim Forms

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

#### *Guideline*

- You must work 15 regular hours per week or more to be eligible for Health and Welfare benefits.
- The Employer pays 100% of the premiums.
- Health and welfare benefits do not apply to casual employees unless they:
  1. have completed 180 hours of work and pay the premiums; or
  2. are in a temporary position that lasts for six months or more. (see Article 29.9[a] and [b]).
- Spouse includes common-law spouse and same gender spouse.
- Article 25 does not apply to casual employees except as provided in Article 29.9(a) and (b).

#### **Important Points to Know about Health and Welfare Benefits**

- If you, as a steward, become aware that your Employer is not providing health and welfare benefits as set out in Information Appendix A contact your UFCW Union Representative.
- Your Employer must provide health and welfare benefits through an insurance carrier.
- The Employer's LTD insurance carrier must provide a claims review committee (CRC) process.
- Employees should use their direct pay card when purchasing prescription medications. This will allow them to see immediately if the drug is covered under the extended health plan.
- Employees must ensure that copies of any Special Authorities they obtain are provided to the Extended Health Plan carrier in order to have the prescription covered.

Conversion to personal coverage is available for Life Insurance, within 31 days , and the Dental and Extended Health Plans, within 60 days of termination of employment (including retirement).

## **ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY**

### **26.1 Return of Employer Property on Termination**

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

### **26.2 Personal Property Damage**

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

### **26.3 Employer to Continue to Supply Tools**

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

### **26.4 Uniforms**

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

### **26.5 Protective Clothing**

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

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Paydays**

(a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees shall be paid by cheque or direct deposit.

(b) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

(c) Subject to paragraph (g) below, when a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.

- (d) The Employer will make every reasonable effort to ensure that employees on evening shift paid by cheque shall receive their paycheques on the day immediately prior to payday.
- (e) The Employer will make every reasonable effort to ensure that, employees on night shift paid by cheque shall receive their paycheques on the morning of payday at the conclusion of their shift.
- (f) Employees paid by cheque whose day off coincides with payday shall be paid, as far as practicable on his/her working day preceding the payday provided the cheque is available at his/her place of work.
- (g) Where an employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which he/she wishes his/her pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in his/her pay, the Employer must provide payment within the next pay period or as soon as reasonably possibly, whichever is sooner.

**Guideline**

- Even if the Employer has direct deposit of paycheques, the Employer must still provide a comprehensive statement in accordance with Article 27.1(b). If the Employer only provides paystubs on-line, and you do not have access to a computer, you should contact your Employer and ask them to provide paper copies. If the Employer refuses to provide paper copies contact your steward for assistance.
- The comprehensive statement should be available the same day as the pay is deposited into their bank account.
- Employers cannot deduct monies from an employee's pay without the employee's consent. If it occurs a grievance should be filed immediately.
- The *Employment Standards Act*, Part 3, Section 21(1) states: Except as permitted or required by this *Act*, or any other enactment of British Columbia or Canada, an employer must not directly or indirectly, withhold, deduct or require payment of all or part of an employee's wages for any purpose.
- If an employee disputes the debt to the Employer they should contact their steward.
- If an employer receives a court document ordering deductions from an employee's pay, the Employer must make the deductions.
- Union dues are deducted from employee's wages (see Article 4).
- Any monetary error in pay must be corrected as soon as reasonably possible. This means that if a member identifies a short payment on their pay, the Employer must make a true effort to correct the error and pay the member at the earliest possible time.

## 27.2 Temporary Promotion or Transfer

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

### 27.3 Relieving in Higher and Lower Rated Positions

- (a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment of the new position after not less than one workday, retroactive to the start of the relief period.
- (b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.
- (c) Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, 10% per month more than the highest rate for his/her classification, or \$100, or portion thereof, whichever is greater, if so employed for one or more workdays, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.
- (d) Sections (a), (b), and (c) above shall not apply to employees relieving in a position classified as a Community Health Worker.

#### *Guideline*

- Article 27.3 applies only when you work at least one full day in the higher rated position.
- Article 27.3 applies only when the Employer assigns you to relieve in the higher rated job.

### 27.4 Promotions

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

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

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

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

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

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

### 27.5 Transfers

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

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

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

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

### 27.6 Demotions

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

### 27.7 Re-Employment After Retirement

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

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

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

**NOTE: MANDATORY RETIREMENT - EMPLOYERS CAN NO LONGER HAVE A MANDATORY RETIREMENT POLICY THAT FORCES AN EMPLOYEE TO RETIRE AT AGE 65.**

### 27.8 Re-Employment After Voluntary Termination or Dismissal for Cause

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

#### *Guideline*

- If an employee is dismissed by the Employer and reinstated through the grievance procedure this article does not apply.



## 27.9 Supervisory or Military Service

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

## 27.10 Vehicle Allowance

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of:

Date	Rate per km
April 1, 2013	52¢
April 1, 2016	53¢
April 1, 2018	54¢

- (a) The minimum allowance shall be four dollars.
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and at least \$2,000,000 Third Party Legal Liability.
- (d) Employees shall receive an advance equivalent to the difference between the coverage required by the Employer in (c) with four years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); \$2,000,000 Third Party Legal Liability; four years' safe driver discount, upon proof of insurance as required by the Employer.
- (e) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.
- (f) Employees shall be reimbursed for the cost of any taxi or ferry transportation authorized by the Employer.

### *Guideline*

- Highway & bridge tolls and parking charges are reimbursed through Article 27.12 Out-of-Pocket Expenses.
- If the Employer schedules CHWs in a manner that would require the use of a vehicle to meet the scheduled appointments it must pay the actual mileage used. (2009) B.C.C.A.A.A. No. 159 Judi Korbin, BCGEU v Community Home Support Services Association & (2009) B.C.C.A.A.A. No. 160
- Mileage is not paid from your home to work or your first client, nor from work back to your home. It is paid for mileage between clients.

## 27.11 Meal Allowance

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

*The meal allowances will be as follows:*

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

Effective April 1, 2016, meal allowances will be as follows:

Breakfast.....	\$12.00
Lunch .....	\$13.80
Dinner .....	\$23.25

Effective April 1, 2018, meal allowances will be as follows:

Breakfast.....	\$12.00
Lunch .....	\$14.00
Dinner .....	\$24.00

### **27.12 Out-of-Pocket Expenses**

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

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

### **27.13 Indemnification and Reimbursement of Legal Fees**

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

#### **Guideline**

- If an employee is sued for any matter arising out of the proper performance of their work the employee should notify the Employer immediately.
- If the employee has not been negligent in their work the Employer will pay the employee's legal costs.
- 27.13 relates to legal matters arising out of work only.

### **27.14 Wage Schedules - Community Health Workers**

- (a) Employees shall be compensated as outlined in Schedule B (Wage Schedule).
- (b) An employee classified as a CHWII must hold the Provincial Home Support Certificate or a recognized post-secondary educational equivalent.

- (1) An employee currently classified as a CHWII shall maintain their classification.
  - (2) An employee who was classified as a CHWII, pursuant to previous individual agency Memorandum of Agreement, shall continue to be covered by the provisions of the Memorandum.
- (c) An employee classified as a CHWII shall be assigned to personal assistance clients, as assessed by the purchaser(s) of the service, and shall be paid the CHWII rate of pay for all hours worked in providing service to those clients.

Employees classified as a CHWII may opt to receive additional hours of work in the CHWI classification, pursuant to Article 15 (Hours of Work and Scheduling-Community Health Workers). Employees who exercise this option shall be paid the CHWI rate of pay immediately lower than the employee's CHWII rate for all hours worked in the CHWI classification.

- (d) An employee classified as a CHWI shall be assigned to non-personal assistance clients, as assessed by the purchaser(s) of the service, and shall be paid for the CHWI rate of pay for all hours worked in providing service to those clients.

An employee classified as a CHWI may be trained to provide personal assistance service to a specific client, at the option of the Employer. In such cases, the employee shall be paid the CHWII rate of pay for all hours worked in providing service to that specific client.

When CHWI employees who have a home support certificate (or a recognized post-secondary equivalent) are assigned to personal assistance clients, they will be paid at the CHWII rate for all service to those clients on the following basis: at the first increment CHWII rate for CHWI employees who are the first and second increments, and the second increment CHWII rate for CHWI employees who are at the third increment.

- (e) All hours paid by the Employer shall be taken into consideration for increment progression purposes.

#### **27.15 Definition of Weekend Shift and Premiums**

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

#### **27.16 Daylight Savings**

Employees shall be paid for actual hours worked when scheduled to work the nights of standard/daylight savings time changes. It is understood that this pay will be at straight-time.

### **ARTICLE 28 - SICK LEAVE**

#### **28.1 Premium Reductions**

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

#### **28.2 Sick Leave Credits**

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

### 28.3 Sick Leave Pay

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

#### *Guideline*

- An employee will only receive sick leave pay up to the amount in their sick leave bank.
- If an employee requires income after their sick leave bank is exhausted they can apply to Employment Insurance benefits or for Income Assistance from the provincial government.
- To apply for EI medical benefits the employee needs to obtain a Record of Employment (ROE) from the Employer.
- Additional information about EI medical benefits can be obtained from the Employment Insurance website at [www.servicecanada.gc.ca/eng/ei/types/sickness.shtml](http://www.servicecanada.gc.ca/eng/ei/types/sickness.shtml)
- **Caution!** After an employee has been off work for three months the employee should initiate an application for LTD as it can take many months to process. After being off work for five months an employee is eligible for LTD (Appendix 2 – Long-Term Disability Insurance Plan) if they are totally disabled.
- Regular employees (both Article 14 and 15) who are scheduled to work an additional shift and become ill are entitled to access their accumulated sick leave credits if they are unable to work the shift due to illness.
- The Union does not have a medical assistance plan to assist employees who have exhausted their paid sick time and EI medical benefits.

#### *Guideline*

- For regular employees who work fixed hours sick pay is to be paid based on the number of hours a member is scheduled to work. In the case of a regular employee who works irregular hours or a regular Community Health Worker Article 15.9 provides the formula for the amount of sick pay the employee receives. (the average number of hours worked in the 12 pay periods preceding the leave).

#### *Guideline*

- Employees may be required to provide proof of illness as reasonably requested by the Employer. If an employee has any concerns about the medical information requested by the Employer they should contact their steward for assistance.
- **Caution!** Employees are not required to give authorization to the Employer to allow direct access to the employee's medical history or records.

- **Caution!** Employees are not required to disclose a diagnosis of their condition, but may be required to provide information confirming that they are following their doctor's recommended treatment plan and their prognosis for returning to work.
- In anticipation of a return to work the Employer is permitted to ask for information about the medical restrictions which may limit the employee's functions and abilities.

#### 28.4 Workers' Compensation Benefit

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 25 (Health Care Plans) will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers Compensation Act*.
- (d) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.
- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.5 (General Leave) except that seniority shall continue to accrue based on regular hours.

#### *Guideline*

- If an employee is denied WCB or has their benefits terminated they should contact their area union office immediately for assistance in appealing the decision.
- **Caution!** There are firm deadlines that must be met when filing a WCB appeal.

#### 28.5 Sick Leave Deductions

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

Sick leave deductions shall be according to actual time off.

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

#### 28.6 Medical/Dental Appointments

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

### **28.7 Leave of Absence Without Pay**

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

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

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

### **28.8 Less than One Year's Service**

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

### **28.9 Accumulated Sick Leave**

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

### **28.10 Other Claims**

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

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

#### ***Guideline***

- Part-time employees accumulate sick leave on a pro-rated basis. (See Definition #7)
- Part-time employees accumulate sick leave for all hours worked, including additional hours. (see Article 29.5)

## ARTICLE 29 - CASUAL EMPLOYEES

### 29.1 Casual Employees

- (a) Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays. Effective the first pay after April 1, 2013, casual employees shall receive 9.6% of their straight-time pay in lieu of scheduled vacation and paid holidays.
- (b) Casual employees serve probation and qualifying periods as per Article 12.10 (Probationary Period) and Article 12.11 (Qualifying Period).
- (c) During the probationary period casual employees may be terminated for unsatisfactory service.
- (d) Where a casual employee registers for work in a different classification the employee shall serve a qualifying period of 488 paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.
- (e) Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the workforce.

#### *Guideline*

- Casual employees who work on a statutory holiday are paid time and one-half for all hours worked, but do not receive a day off with pay in lieu because they are paid in lieu of the day (see 29.1(a)).
- All employees serve one probationary period. If a casual employee accepts a regular position and has already completed probation they do not have to re-serve their probation time. They do serve a qualifying period.
- A casual employee's status will change only if they accept a regular position with the Employer.
- Casual employees do not have access to the full benefit of the collective agreement (see Article 29.8).

### 29.2 Casual Availability

- (a) Letter of Appointment/Minimum Hour Requirement

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

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

- (b) By February 18, 2014, casual availability shall be confirmed for current employees and include a minimum hour requirement over any fixed 12 month period. Except where the Employer and the casual employee mutually agree otherwise, the update shall require that the casual employee work a minimum of 225 hours over any fixed 12 month period.

(c) Except where a casual employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list and her employment will end, if she fails to work the identified minimum number of hours applicable to her in Article 29.2 (a) (Casual Availability). As casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12 month period.

(d) Mid-way through the 12 month period, a casual employee who has worked fewer than the minimum hours applicable under Article 29.2 (a) (Casual Availability) will be notified of the number of casual hours worked.

**Guideline**

- 225 hours works out to 4.33 hours per week over a full year.
- Casual employees must make themselves available for at least 225 hours in a set calendar year. If the Employer does not offer 225 hours of work to the employee or if they have a bona fide reason for not being available for 225 hours, they cannot be removed from the casual list for failing to meet the minimum hours requirement.

**(e) General Availability**

The commitment to general availability specified by the casual employee may be subject to revisions. Such revisions will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis, subject to operational requirements. When there are competing requests for revisions, the Employer will also apply seniority. Should a casual employee wish to increase her general availability she may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability. The Employer shall not unreasonably deny a request for change of availability.

**Guideline**

- A casual employee may revise their general availability subject to operational requirements.
- In the event more than one casual employee has asked to change their availability, seniority will be a deciding factor.

**(f) Temporary Increases in Availability**

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

**Guideline**

- A casual employee may increase her availability temporarily at any time for any specific period of time.
- Such changes should be made in writing and the employee should keep a copy of the letter given to the Employer.



(g) **Short-Term Unavailability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than 14 days prior to the start of the month, indicating the days and times when they are not available. The Employer shall not refuse employees' requests for unavailability (subject to the paragraphs that follow) and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

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

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

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

**Guideline**

- A casual employee's unavailability must be submitted to the Employer every month.
- **Caution!** Casual employees need to be aware that they must still work 225 hours in a year, even if the Employer approves a requested period of unavailability. Before commencing an extended period of unavailability a casual employee should have the Employer's approval in writing.
- Hours that have been assigned to junior casual employees will not be reassigned for the first 3 days as a result of a senior employee revoking their stated unavailability.
- Casual employees may be unavailable for unpaid absences to allow vacation, but regular employees' vacation requests have priority regardless of the casual employee's seniority.

**29.3 Call-in Procedure**

(a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Article 12.9 (Selection Criteria). No casual employee shall be registered in more than one department except where the Employer and the Union otherwise agree in good faith.

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

Casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) shall be called in to work in the order of their seniority, subject to ability to meet specific client needs, skills, experience and geographic location, and provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification for which the employee meets the requirements of the job based on the factors in Article 12.9 (Selection Criteria).

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

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

**Guideline**

- A casual employee's status only changes when they accept a regular position with the Employer.

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

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

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

(ii) Notwithstanding (i) above, the Employer may require casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) to contact the Employer's voice mail system once per day in accordance with Article 15.4(k) (Scheduling of Hours). Where the Employer leaves a message for a casual employee on the voice mail system regarding an assignment, the Employer may not make further calls under Article 29.3(a) (Call-in Procedure) unless the employee declines the assignment or does not provide the Employer with a response before the designated time for response on the next day.

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

*Guideline*

- Employees shall be called to work according to the rules in 29.3 (d) and (e).

(3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies. This clause does not apply to casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers).

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

(5) Upon request, the Employer shall provide the Union with the schedule worked by casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) specifying daily hours, the specific client service times and type of assignment (i.e., CHWI or CHWII).

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

- The call-in of work shall reflect the principles associated with Article 29.3 (a) (Call-in Procedure).
- If the alternate methods provide for multiple means for contacting employees (eg. email, text, pager, etc.), the employee shall be entitled to select her preferred means of contact, with the Employer keeping a record of the employee's selection.
- If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Article 29.3(d)(1) and (2)(Call-in Procedure).
- Any such alternate methods shall track the information required by Article 29.3 (d)(3) (Call-in Procedure).
- Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.

*Guideline*

- Before filing a grievance on missed hours Community Health Workers must fill out the Hours Investigation Form and submit it to the Employer. The form is posted on the UFCW Website, [www.ufcw1518.com](http://www.ufcw1518.com). From the Member Portal, enter your log-in information then click on the **Resources Tab**.

## 29.4 Seniority List

(a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1st,

April 1st, July 1st and October 1st (the "*adjustment*" dates) in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

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

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

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

(d) Sections (a), (b), and (c) above shall not apply to casual Community Health Workers.

**Guideline**

- Casual Community Health Workers are covered under Article 11.2 (b) Seniority List. The list is produced monthly for all Community Health Workers.

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

**29.5 Regular Part-Time Employees**

(a) Regular part-time employees may register for casual work under this clause except that Article 29.1(a), (b), (c) and (d) (Casual Employees) shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four days, the employee shall be relieved of his/her regular schedule at the option of the employee. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

**Guideline**

- See Article 15.4(a)(1)(ii) - regular Community Health Workers who are below their weekly posted hours have priority over casual Community Health Workers for unassigned hours under this section. All other employees registered for casual hours are called in order of seniority, including regular Community Health Workers who have requested casual hours.
- Benefit accumulation includes vacation and sick leave credits.

(b) Article 29.5 (Regular Part-Time Employees) shall not apply to Community Health Worker positions.

## 29.6 Increments

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

## 29.7 Transfer to Casual Status

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

## 29.8 Application of Agreement

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

- Article 11.2(a) Seniority List
- Article 11.5 Seniority Dates
- Article 13 Labour Adjustment and Technological Change
- Article 14.3 Scheduling Provisions
- Article 14.15 Job Fairs
- Article 15.3 Shift Schedules
- Article 16.9 Overtime for Part-time Employees
- Article 16.11 Callback
- Article 18 Vacation Entitlement
- Article 19 Education Leave
- Article 20 Special and Other Leave
- Article 21 Maternity, Parental & Adoption Leave
- Article 25 Health Care Plans
- Article 27.3 Temporary Promotion or Transfer
- Article 27.5 Promotions
- Article 27.6 Transfers
- Article 27.7 Demotions
- Article 27.8 Re-Employment After Retirement
- Article 27.9 Re-Employment After Voluntary Termination or Dismissal for Cause
- Article 27.10 Supervisory or Military Service
- Article 28 Sick Leave

## 29.9 Casual Employee Benefits

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

Article 25.1 - BC Medical Plan

Article 25.2 - Dental Plan

Article 25.3 - Extended Health Plan

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

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

(b) Where a job posting is filled by a casual employee under Article 29.3(b) (Call-in Procedure) and the casual employee occupies the position for six months or more, he/she will be entitled to:

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

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

- Article 25.1 - BC Medical Plan
- Article 25.2 - Dental Plan
- Article 25.3 - Extended Health Plan

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

(3) upon commencement in the appointment the employee shall accrue sick leave in accordance with Article 28 (Sick Leave) and be entitled to take such accrued sick leave in accordance with Article 28.3 (Sick Leave Pay) while working in the temporary vacancy.

Coverage under this section shall cease when either:

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

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Copies of Agreements

(a) The unions and the employers desire every employee to be familiar with the provisions of this agreement, and his/her rights and obligations under it. Sufficient copies of the agreement will be printed for distribution to employees. The HEABC and the Association will share equally the cost of printing and distribution.

(b) The agreements shall be printed in a union print shop and shall bear a recognized union label.

(c) The Employer will provide copies of the printed agreement within 90 days of the signing of this agreement. 90 days may be waived in extenuating circumstances.

#### *Guideline*

- The collective agreement is posted on the UFCW website. [www.ufcw1518.com](http://www.ufcw1518.com). From the Member Portal, enter your log-in information then click on the **Resources Tab**.

### 30.2 Volunteers

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

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

### 30.3 Meals

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

### 30.4 Job Sharing

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

### 30.5 Personal Duties

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

### 30.6 Special Employment Programs

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

### 30.7 Article Headings

In this agreement titles shall be descriptive only and shall not form part of the Guideline of the aby the parties or an Arbitration Board.

### 30.8 Criminal Record Check

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

#### ***HEABC v CBA Policy Grievance – Re Payment for Criminal Record Checks***

*Arbitrator: Christopher Sullivan*

*Published: December 24, 2012*

If a criminal record check for an employee is required by legislation the Employer is not required to bear the cost. If the check is not required by legislation, but that the Employer otherwise requires it, the Employer is responsible for payment of the check.

#### ***Guideline***

- If the Employer requires an employee to undergo a criminal record check that is not required by legislation, the Employer is responsible for payment.

### 30.9 Tax Forms

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

## ARTICLE 31 - TERM OF AGREEMENT

### 31.1 Duration

- (a) This agreement shall be binding and shall remain in effect until midnight March 31st, 2019.
- (b) The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, 2014.

### 31.2 Change in Agreement

- (a) Any change deemed necessary in this agreement may be made in mutual agreement at any time during the life of this agreement.
- (b) The parties agree to allow individual employers and the representative designated by the Union for this purpose to enter into voluntary local discussions to amend the provisions of the CSA. Any such agreement to amend the terms of the CSA must be approved and signed by the Community Bargaining Association and the HEABC prior to it becoming effective.

### 31.3 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1st, 2018 but in any event not later than midnight, December 31st, 2018.
  - Where no notice is given by either party prior to December 31st, 2018, both parties shall be deemed to have given notice under this article on December 31st, 2018.

### 31.4 Agreement to Continue in Force

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

### 31.5 Retroactivity

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



**SCHEDULE A**  
**Re: Grid & Benchmark Titles**

GRID	BENCHMARK TITLE	GRID	BENCHMARK TITLE
1		9	PC1 – Program Coordinator 1 S1 – Scheduler 1
2			VC – Volunteer Coordinator
3	AS1 – Administrative Support 1 CHW1 – Community Health Worker 1 FSW – Food Service Worker HSK – Housekeeper MM1 – Materials Management 1 T1 – Transport 1	10	AC – Activity Coordinator AS5 – Administrative Support 5 ADV – Advocate AT2 – Audiometric Technician 2 DW2 – Detox Worker 2 FRW – Family Resource Worker GF – Group Facilitator
4	AS2 – Administrative Support 2 CRC – Community Retail Clerk CSA – Custodian/Security Attendant DSP – Dispatcher FC1 – Financial Clerk 1 T2 – Transport 2		HSSS – Home Support Services Supervisor ITA2 – Information Technology Administrator 2 INS – Instructor MM3 – Materials Management 3 S2 – Scheduler 2 SSW – Shelter Support Worker SW2 – Support Worker 2 ( <i>insert program name</i> ) SEW – Supported Employment Worker
5	AS3 – Administrative Support 3 CRS – Community Retail Supervisor CK1 – Cook 1 DA – Dental Assistant HUA – Health Unit Aide MW – Maintenance Worker RBA – Residence Building Attendant TA – Therapy Aide T3 – Transport 3	11	RC – Residence Coordinator
		12	FCA1 – Financial/Contract Administrator 1
		13	AA1 – Accounting Administrator 1 AS6 – Administrative Support 6 ITA3 – Information Technology Administrator 3 PC2 – Program Coordinator 2 RA – Research Analyst
6	CK2 – Cook 2 FC2 – Financial Clerk 2 HRT – Health Records Technician INT – Interpreter LA – Laboratory Assistant PA – Pharmacy Assistant TS – Transportation Scheduler		
		14	AA2 – Accounting Administrator 2 FCA2 – Financial/Contract Administrator 2
		15	ITA4 – Information Technology Administrator 4
		16	
7	AA – Activity Assistant CK3 – Cook 3 LT – Library Technician MM2 – Materials Management 2	17	
		CDA	Certified Dental Assistant
8	AW – Activity Worker AS4 – Administrative Support 4 AT1 – Audiometric Technician 1 CHW2 – Community Health Worker 2 DW1 – Detox Worker 1 DT – Dialysis Technician ITA1 – Information Technology Administrator 1 PAD – Payroll Administrator RCA – Resident Care Aide SW1 – Support Worker 1 ( <i>insert program name</i> ) SCCW – Supported Child Care Worker		
			Note: Support Worker 1 ( <i>insert program name</i> ) was previously known as Assisted Living Worker 1 and Support Worker 2 ( <i>insert program name</i> ) was previously known as Assisted Living Worker 2.

**SCHEDULE B**  
**Wage Schedule**

Effective the First Pay Period after April 1, 2013:

Grid	Step One	Step Two	Step Three	Step Four
1	\$0.00	\$15.39	\$15.99	\$16.58
2	\$0.00	\$15.99	\$16.58	\$17.17
3	\$0.00	\$16.58	\$17.17	\$17.78
4	\$16.58	\$17.17	\$17.78	\$18.36
5	\$17.17	\$17.78	\$18.36	\$18.95
6	\$17.78	\$18.36	\$18.95	\$19.53
7	\$18.36	\$18.95	\$19.53	\$20.14
8	\$18.95	\$19.53	\$20.14	\$20.72
9	\$19.82	\$20.41	\$21.01	\$21.59
10	\$20.72	\$21.31	\$21.91	\$22.49
11	\$21.91	\$22.49	\$23.09	\$23.67
12	\$23.38	\$23.97	\$24.56	\$25.15
13	\$24.84	\$25.45	\$26.05	\$26.64
14	\$26.34	\$26.93	\$27.52	\$28.13
15	\$27.95	\$28.52	\$29.13	\$29.71
16	\$29.56	\$30.16	\$30.76	\$31.34
17	\$31.25	\$31.86	\$32.43	\$33.03

**Increment Notes:**

**Grids 1 - 3**

- Step One - n/a
- Step Two - up to and including 1 year, or  
- up to and including 1800 hours
- Step Three - more than 1 year and up to and including 2 years, or  
- over 1800 hours up to and including 3600 hours
- Step Four - more than 2 years, or  
- over 3600 hours

**Grids 4 -17**

- Step One - up to and including 1 year, or  
- up to and including 1800 hours
- Step Two - more than 1 year and up to and including 2 years, or  
- over 1800 hours up to and including 3600 hours

Step Three	- more than 2 years and up to and including 3 years, or - over 3600 hours up to and including 5400 hours
Step Four	- more than 3 years, or - over 5400 hours

**LICENSED PRACTICAL NURSE AND CERTIFIED DENTAL ASSISTANT  
 Wage Schedule**

Effective the first pay period after April 1, 2013:

Classification	Step One	Step Two	Step Three	Step Four
Licensed Practical Nurse (LPN)	\$24.85	\$25.51	\$26.27	\$27.07
LPN Supervisor	\$26.61	\$27.40	\$28.23	
Certified Dental Assistant (CDA)	\$20.10	\$20.73	\$21.36	\$21.98

*Licensed Practical Nurse was previously known as Practical Nursing Care Worker.*

**Increment Notes:**

<b>Licensed Practical Nurse (LPN) and Certified Dental Assistant (CDA)</b>	
Step One	- up to and including 1 year, or - up to and including 1800 hours
Step Two	- more than 1 year and up to and including 2 years, or - over 1800 hours up to and including 3600 hours
Step Three	- more than 2 years and up to and including 3 years, or - over 3600 hours up to and including 5400 hours
Step Four	- more than 3 years, or - over 5400 hours.

<b>Licensed Practical Nurse Supervisor (LPN Supervisor)</b>	
Step One	- up to and including 1 year, or - up to and including 1800 hours

Step Two	- more than 1 year and up to and including 2 years, or
	- over 1800 hours up to and including 3600 hours
Step Three	- more than 2 years, or
	- over 3600 hours

**WAGE SCHEDULE**

Effective the First Pay Period after April 1, 2015:

Grid	Step One	Step Two	Step Three	Step Four
1	\$0.00	\$15.54	\$16.15	\$16.75
2	\$0.00	\$16.15	\$16.75	\$17.34
3	\$0.00	\$16.75	\$17.34	\$17.96
4	\$16.75	\$17.34	\$17.96	\$18.54
5	\$17.34	\$17.96	\$18.54	\$19.14
6	\$17.96	\$18.54	\$19.14	\$19.73
7	\$18.54	\$19.14	\$19.73	\$20.34
8	\$19.14	\$19.73	\$20.34	\$20.93
9	\$20.02	\$20.61	\$21.22	\$21.81
10	\$20.93	\$21.52	\$22.13	\$22.71
11	\$22.13	\$22.71	\$23.32	\$23.91
12	\$23.61	\$24.21	\$24.81	\$25.40
13	\$25.09	\$25.70	\$26.31	\$26.91
14	\$26.60	\$27.20	\$27.80	\$28.41
15	\$28.23	\$28.81	\$29.42	\$30.01
16	\$29.86	\$30.46	\$31.07	\$31.65
17	\$31.56	\$32.18	\$32.75	\$33.36

**Certified Dental Assistant Wage Schedule**  
 Effective the First Pay Period after April 1, 2015:

Grid	Step One	Step Two	Step Three	Step Four
CDA	\$20.30	\$20.94	\$21.57	\$22.20

**Increment Notes:**

<b>Grids 1 - 3</b>	
Step One	- n/a
Step Two	- up to and including 1 year, or
	- up to and including 1950 hours
Step Three	- more than 1 year and up to and including 2 years, or

	-	over 1950 hours up to and including 3900 hours
Step Four	-	more than 2 years, or
	-	over 3900 hours

<b>Grids 4 - 17 and Certified Dental Assistant (CDA)</b>		
Step One	-	up to and including 1 year, or
	-	up to and including 1950 hours
Step Two	-	more than 1 year and up to and including 2 years, or
	-	over 1950 hours up to and including 3900 hours
Step Three	-	more than 2 years and up to and including 3 years, or
	-	over 3900 hours up to and including 5850 hours
Step Four	-	more than 3 years, or
	-	over 5850 hours

**Guideline**

- Employees move through the steps of the wage grid based on hours worked – 1950 hours for each step.

### 1. GENERAL WAGE INCREASES

Wage rates for all employees covered by the Community Bargaining Association collective agreement will increase starting the first pay period after the following dates and at the respective rates:

- April 1, 2015                      1.0%
- February 1, 2016                Economic Stability Dividend
- April 1, 2016                      .5%
- February 1, 2017                1.0% + Economic Stability Dividend
- April 1, 2017                      .5%
- February 1, 2018                1.0% + Economic Stability Dividend
- April 1, 2018                      .5%
- February 1, 2019                1.0% + Economic Stability Dividend

### 2. ECONOMIC STABILITY DIVIDEND

Members of the CBA will be eligible for general wage increases from the Economic Stability Dividend as described in Letter of Agreement re Economic Stability Dividend.

### 3. COMPARABILITY ADJUSTMENTS

#### Compensation Comparability Adjustments - Wages

HEABC will increase wage rates for eligible CBA members effective the first pay period after each of April 1, 2016, April 1, 2017, April 1, 2018.

This additional wage increase is intended to support stabilization in service delivery and will be fully utilized and not exceed:

- April 1, 2016 .8% of straight-time payroll for the period April 1, 2015 to March 31, 2016;
- April 1, 2017 .4% of straight-time payroll for the period April 1, 2016 to March 31, 2017;
- April 1, 2018 .4% of straight-time payroll for the period April 1, 2017 to March 31, 2018.

Eligibility will be determined through the following process:

- (a) Within thirty days after ratification, the parties will form an occupation comparability review committee composed of five members appointed by HEABC and five members appointed by the CBA.
- (b) The Committee will undertake a review of wage rates for CBA occupations compared to similar occupations in the Health Services and Support – facilities subsector collective agreement.
- (c) The Committee will determine eligibility no later than October 31, 2015 for a comparability wage adjustment of those occupations where:
  - The occupation has a comparator occupation in the Health Services and Support facilities subsector collective agreement;
  - The difference in wage rates is adversely affecting the provision of service to clients;
  - There is a reasonable expectation that the comparability wage adjustment will reduce this adverse impact; and
  - The comparability wage adjustment will not create additional demands in other sectors.
- (d) The expenditure resulting from the Committee’s determination of eligible occupations must be fully utilized but cannot exceed the specified percentages of straight-time payroll set out above.
- (e) If the Committee is unable to agree on which occupations are eligible for a comparability adjustment, it will refer its differences to Arbitrator Vince Ready.
- (f) The Arbitrator must issue a decision no later than December 31, 2015 identifying those occupations eligible for a wage comparability adjustment.
- (g) The Arbitrator is bound by Clause (c) above and the effect of his decision on eligibility must fully utilize and cannot exceed the percentage of straight-time payroll specified above.
- (h) Wage rates for eligible employees will increase starting the first pay period after the following dates and at the respective rates:
  - 1.0% April 1, 2016
  - .5% April 1, 2017
  - .5% April 1, 2018.

**SCHEDULE C**  
**Re: Job Evaluation and Classification**

In recognizing the unique characteristics of the Community Subsector, the parties agree to develop customized benchmarks that reflect the organization of the workplace and the manner in which work is provided in the Community Subsector. The parties also agree to develop a classification manual and maintenance agreement that is customized to meet the needs of the Community Subsector. In the application of this understanding, the Guiding Concepts are:

1. The method of job classification in the Community Subsector should be:
  - easy to apply and administer;
  - explainable in non-technical terms;
  - logical and functional to users;
  - fair and acceptable;
  - based on input from employees and employers;
  - reflect the organization of the workplace in this subsector.
2. Job classification is based on a process of comparing the overall scope and level of responsibility of work in the Community Subsector to agreed-upon Community Subsector benchmarks.
3. The comparing of the overall scope and level of the responsibility of work in the Community Subsector is based on the following:
  - the Employer is responsible to prepare job descriptions;
  - the Employer and Union are to review and agree upon job descriptions to ensure they are an accurate reflection of the level of the scope and responsibility of work;
  - job descriptions are compared and matched to Benchmarks based on a best fit to the overall scope and level of responsibility of work and range of qualifications.
4. The Community Subsector Benchmarks shall be jointly developed between the Employer and the Union and shall include:
  - a statement of the overall scope and responsibility of work;
  - a listing of typical job duties reflecting the responsibility of work being done;
  - the range or level of qualifications or equivalencies normally required.

The classification system shall have a Classification Manual and Maintenance agreement outlining the classification and administrative process. The parties agree that the method of job classification in the Community Subsector must be responsive to the needs of the Subsector, and that the methods developed will be done in response to the needs of the community or to enhance the principles contained herein.

**MAINTENANCE AGREEMENT**

**1. Introduction**

1.1 The purpose of this maintenance agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Health Service & Support (Community) Subsector.

**2. Coverage**

2.1 The provisions of this agreement shall apply to all work that is now or shall come within the scope of the Health Service & Support (Community) Subsector collective agreement. This agreement, including the Classification Manual, shall be incorporated in and become part of the collective agreement.

2.2 This agreement shall be subject to the grievance and arbitration procedures under the collective agreement.

### **3. Existing Rights**

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

(a) Subject to the collective agreement and subject to procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs.

(b) The Union has the right to enforce all the provisions of the collective agreement and this agreement and in particular may ensure that:

(i) a job has been established in a proper manner under the terms of the collective agreement and this agreement;

(ii) a job description accurately describes the work required to be done;

(iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;

(iv) a job is properly classified in relation to the benchmarks; and

(v) a position is assigned to an appropriate job description.

(c) Where a conflict arises between the collective agreement and this agreement, the collective agreement shall take precedence.

### **4. Benchmark Class Specifications**

4.1 The benchmark class specifications, hereafter referred to as benchmarks, in existence at the date of this agreement and agreed to by the parties and listed in Schedule A (Grid & Benchmark Titles) shall constitute the sole criteria for classifying work covered by the collective agreement. Except as provided for in Article 9.7(d) (Classification Dispute Resolution Process) of the maintenance agreement, no new benchmark shall be introduced and no existing benchmark shall be changed except by mutual agreement between the HEABC and the Association. Neither party shall withhold mutual agreement unreasonably.

4.2 Each benchmark shall be assigned to an appropriate Classification Grid, which shall be deemed to comprise part of the benchmark.

### **5. Job Descriptions**

5.1 The Employer shall prepare job descriptions for all jobs for which the Union is the certified bargaining agent.

5.2 All job descriptions must be drafted in a similar format to include the job title, the benchmark against which the job has been classified and the classification grid, a job summary, a listing of the typical job duties, and the qualifications required to perform the job.



- 5.3 If the job is anomalous, the classification will be listed as "*anomalous*" on the job description.
- 5.4 Each regular employee is entitled to a copy of the recognized job description for his/her position.

## 6. Classification of New Jobs and Changes to Existing Jobs or Positions

- 6.1 The Employer will review the job description and compare it to the classification benchmarks to determine the appropriate classification and pay rate for the job.
- 6.2 Where the Employer makes a material change to an existing job, it shall revise the job description. The revised job description will be provided to all employees who are subject to that job within 20 calendar days.

Where a pay rate adjustment occurs as a result of the Employer revising an existing position, the increase shall take effect on the first day an employee occupies the position after it was revised.

- 6.3 Where the Employer makes a material change to an existing job or establishes a new job and the Employer considers that the changed or established job is anomalous, as defined in Article 11 (Definitions) of the maintenance agreement, the Employer shall:

- (i) revise the job description of the materially changed job or write a new job description for the newly established job;
- (ii) assign the job to one of the existing classification grids on the basis of best fit according to the overall type of duties and scope and level of responsibilities to an extent material for a reasonable standard of job classification. The Employer shall determine the classification grid of the anomalous job by comparing the job to the existing community benchmarks and not to other jobs and positions; and
- (iii) forward the completed job description and classification grid to the Union and the Association within 20 calendar days.

## 7. Classification Reviews

- 7.1 Where the Union or an employee considers that a position is not assigned to an appropriate benchmark, either of them may request the most current job description for the job and file a classification review request.
- 7.2 The employee and/or a representative designated by the Union shall complete a "*Classification Review Form*" indicating the reasons he/she believes that the benchmark to which his/her position has been matched is inappropriate. The Classification Review Form shall also indicate the benchmark that he/she believes is the appropriate match for the position, or the classification grid if the job is thought to be anomalous. The Classification Review Form and any attachments shall be submitted to the Employer.
- 7.3 Within 30 calendar days of the receipt of a Classification Review Form the Employer shall review the request and notify the Union and the HEABC of its determination in writing.
- 7.4 If the Employer's written determination is not acceptable, or not provided within the time limit, the Union may, within a further period of 30 calendar days, notify the HEABC and the Employer of the intent to refer the dispute to a Classification Referee for a final and binding decision in accordance with Article 9 (Classification Dispute Resolution Process) of the maintenance agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.

7.5 Within 60 calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the HEABC, the Employer, and the Union shall attempt to resolve the dispute.

7.6 If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The HEABC and the Union shall, within 30 calendar days, submit an Agreed Statement of Facts to the Classification Referee outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Referee and to all parties to the dispute, a separate Statement of Facts outlining the dispute and the issue(s) that are the subject of the dispute.

## **8. Anomalous Job Review**

8.1 Where the Association or the HEABC considers that an anomalous job has ceased being anomalous, it shall notify the other party in writing and propose a benchmark for the position and a classification grid to be assigned.

8.2 Within 90 calendar days of receipt of the notification, the responding party shall inform the notifying party of whether it agrees that the anomalous job has ceased being anomalous and whether it agrees with the proposed benchmark and classification grid. If:

(i) the responding party does not agree that the anomalous job has ceased being anomalous, then, within a further 60 calendar days, either party may refer the matter to a Classification Referee for a final and binding decision;

(ii) the responding party agrees that the anomalous job has ceased being anomalous, but does not agree with the proposed benchmark and/or classification grid, the responding party shall propose an alternative benchmark and/or classification grid.

8.3 If the parties are unable to resolve the benchmark and/or classification grid dispute within a further 60 calendar days, either party may refer the matter to a Classification Referee for a final and binding decision.

8.4 No incumbent of an anomalous job that is subsequently matched to a new or existing benchmark through this process shall have her rate of pay reduced for as long as she occupies the same job.

## **9. Classification Dispute Resolution Process**

9.1 The Classification Referee(s), Joan Gordon, Chris Sullivan, and Judi Korbin, shall be mutually agreed to by the HEABC and the Association. In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment(s). By mutual agreement between the parties another Classification Referee may be named.

9.2 The parties shall meet every month, or as often as required, to review outstanding Classification Review Requests referred in accordance with Article 7.6 to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

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

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

(1) The location of the hearing shall be agreed to by the parties.

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

9.5 Unless mutually agreed, expedited arbitration shall not be used in disputes where the decision may result in the development of a new benchmark pursuant to Article 89.7(d) of the maintenance agreement.

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

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

- (a) the position be assigned to another existing job description;
- (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the position;
- (c) except as outlined in Article 9.7(d) and (e) of the maintenance agreement, the job be appropriately classified, provided that the Classification Referee shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;
- (d) where the Classification Referee concludes that a position does not conform to an existing benchmark and is not an anomalous job, the Classification Referee shall notify the HEABC, the Association and the Union of his/her decision. The HEABC and the Association shall then endeavour to establish an appropriate benchmark for the position. Failing mutual agreement by the parties, each party shall make a submission within 30 calendar days to the Classification Referee as to the appropriate benchmark to be established. The Classification Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Classification Referee shall be binding on the parties. The Classification Referee shall also establish an appropriate Classification Grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Referee shall not have the jurisdiction to establish new wage rates or classification grids (See Note 1).
- (e) where the Classification Referee determines that the position is anomalous, the Classification Referee shall assign the job to one of the existing classification grids on the basis of best fit according to the overall type of duties and scope and level of responsibilities to an extent material for a reasonable standard of job classification. The decision of the Classification Referee shall be binding on the parties.

9.8 Arbitration hearings called by the Classification Referee shall have the same status as an arbitration pursuant to Article 9 (Arbitration) of the collective agreement.

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

## 10. Pay Adjustments

10.1 Where the rate of pay of a job or position is adjusted upward, the employee shall be placed on the lowest step of the new pay range which will give him/her an increase as follows:

(1) Where a job has an increment structure based on hours of service the employee shall receive the increment rate that is immediately higher than his/her wage rate immediately prior to the pay rate adjustment. Further increment increases shall be based on hours worked in the job from the effective date of the pay rate adjustment.

(2) Where a job has an increment structure based on calendar length of service the employee shall receive the increment rate that is immediately higher than his/her wage rate immediately prior to the adjustment. Further increment increases shall be based on calendar length of service in the job from the effective date of the pay rate adjustment.

10.2 The effective date of pay rate adjustments is determined as follows:

(1) Where a pay rate adjustment occurs as a result of a Classification Review initiated by an employee or the Union, the increase shall take effect on the date the Classification Review Request is received by the Employer.

10.3 Where the rate of pay of a job or position is adjusted downward, the employee shall continue to be paid at the employee's current rate of pay until the wage rate in the new job or position equals or exceeds it.

## 11. Definitions

1. Position: A group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.

2. Job: One or more positions performing essentially the same duties, similar scope and level of responsibility, and required qualifications covered by the same job description.

3. Other Related Duties: The phrase "*Other Related Duties*" shall include those additional duties related to the job and/or the operation of the organization that may be assigned to the incumbent.

4. Anomalous Job: A unique job with an overall set of duties that cannot be properly classified using any of the existing benchmarks.

### Note 1:

The matter in Bold is resolved with the proviso that the number of grids agreed to will be sufficient for the Association. The Employer does not agree with the Association's position that the default is that the Classification Referee can establish new wage rates if the Association believes that the number of grids are insufficient. In the event the Association maintains that the number of grids are insufficient, the parties reserve the right to arbitrate this issue at a later date if it is not resolved.

**Note:**

- 9. Classification Dispute Resolution Process, 9.7(d) contains the language referred to as Bold in Note 1.

## CLASSIFICATION MANUAL

### 1. Introduction

1.1 The Classification Manual outlines the definitions, format and principles of classification to be followed in matching jobs or positions to the benchmark class specifications, hereafter called benchmarks, contained in the maintenance agreement, and forms part of the maintenance agreement.

### 2. Benchmarks

2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs or positions are distinguished and classified under the Classification System.

2.2 Benchmarks also set forth the range or level of qualifications appropriate for a position classified to the level of the benchmark(s).

2.3 Benchmarks do not describe jobs or positions. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

### 3. Format of Benchmarks

#### 3.1 *Job Families*

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a "*job family*". There are seven job families in the Classification System:

- 1) Client Services
- 2) Health Services
- 3) Administrative Services
- 4) Food Services
- 5) Environmental Services
- 6) Transportation Services
- 7) Miscellaneous

#### 3.2 *Benchmark Title*

Each benchmark within a job family is identified by a benchmark title. For example: (**NOTE: THIS IS FOR ILLUSTRATIVE PURPOSES ONLY**)

Job Family: Client Services

Benchmark Title: Community Health Worker X  
Benchmark Title: Community Health Worker Y

#### 3.3 *Wage Rate*

Each benchmark shall be assigned a classification grid. Each classification grid has a corresponding wage rate, which is listed in Schedule B of the collective agreement. For example: (**NOTE: THIS IS FOR ILLUSTRATIVE PURPOSES ONLY**)

Benchmark Title: Community Health Worker 2  
Classification Grid: X

The wage rate for the X Classification Grid, at April 1, 2000, per Schedule B (Wage Schedule) is:

\$XX.XX per hour

### 3.4 *Benchmark Duties*

(a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job or position being classified at the benchmark level.

(b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the Scope and Level Definition.

### 3.5 *Benchmark Qualifications*

(a) The qualifications set forth in a benchmark reflect the range or level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.

(b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid in order to meet the unique work organization in the Community subsector.

(c) Membership in a professional association or group is not a required qualification for any position under the Classification System unless required by legislation or regulation.

#### **Guideline**

- Benchmarks are posted on the UFCW website [www.ufcw1518.com](http://www.ufcw1518.com). From the **Member Portal**, enter your log-in information then click on the **Resources Tab**.

## **4. Anomalous Jobs**

4.1 Anomalous job in this agreement shall be defined pursuant to Section 11 of the maintenance agreement.

4.2 Jobs which can be integrated are not considered anomalous jobs.

4.3 Anomalous jobs are assigned a classification grid on the basis of best fit according to overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

4.4 Where the HEABC and the Association identify anomalous jobs with essentially similar duties and scope and level of responsibilities, a benchmark may be created.

## **5. Principles of Classification**

5.1 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished under the broad banding classification system. To that end a job should be classified on

the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

5.2 *Integrated Jobs:* Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job shall be classified at the highest classification of the jobs being performed.

5.3 *Special Licences and Certificates:* Where an employee is required to carry a special licence such as a certified dental assistant licence or practical nurse's licence, he/she should be classified consistently with such licence, certification, or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.

5.4 Jobs and positions are classified only by comparison to the benchmarks and not by comparison to other jobs and positions.

5.5 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

## 6. Glossary of Terms

*<The parties agree that the Glossary of Terms is outstanding, is not the subject of the February 13, 2001 arbitration, and is yet to be discussed.>*

### 1. Layering over:

An employee who is required to assign work to another Community Subsector employee and is required to ensure that the assigned work is completed shall have her wage rate layered over the other employee.

The layered over wage rate will be one classification grid higher than the classification grid for the other employee's job, with the layered over employee maintaining her own increment step. If this results in the layered over wage rate being below the appropriate wage rate of the other employee's classification, the layered over wage rate will be placed at the first increment step that results in a wage rate above the appropriate wage rate of the other employee's classification, to a maximum of Step Four.

## APPENDIX 1 List of Employers – Generated as of October 2013 (Errors and Omissions Excepted)

The following list of employers is for information purposes only and may vary from the list of employers attached to the Community Subsector consolidated certifications issued by the Labour Relations Board, as amended from time to time. If there is an inconsistency between the two lists, the LRB certification lists and case law will apply.

COMMON NAME	LEGAL NAME	UNION
100 Mile House Alcohol and Drug Services	Interior Health Authority	BCGEU
Aberdeen House	Canadian Mental Health Association, Vernon and District Branch	BCGEU
AIDS Vancouver	Vancouver AIDS Society	HSA
AIDS Vancouver Island	Vancouver Island AIDS Society	BCGEU

COMMON NAME	LEGAL NAME	UNION
Apple Lane Tertiary Mental Health Residential Care Unit	Interior Health Authority	BCGEU
Argyll Lodge	Argyll Lodge Ltd.	HEU
Armstrong Spallumcheen Home Support Service	Interior Health Authority	UFCW
Arrow and Slocan Lakes Community Services	Arrow and Slocan Lakes Community Services	UFCW
Ashcroft & District Home Support	Interior Health Authority	UFCW
Avonlea House	Avonlea Care Centre Limited	HEU
BC Centre for Disease Control	British Columbia Centre for Disease Control and Prevention Society Branch	BCGEU
Banyan House	MPA – Motivation, Power & Achievement Society	BCGEU
Barberry Lodge	Azimuth Health Program Management Ltd.	BCGEU
Barclay Lodge	Barclay Care Home Ltd.	BCGEU
Barriere Home Support	Interior Health Authority	UFCW
Bayshore Home Health (Fraser)	Bayshore Home Support Ltd.	BCGEU
Bayshore Home Support - Vancouver	Bayshore Home Support Ltd.	BCGEU
Bayshore Home Support – Victoria	Bayshore Home Support Ltd.	BCGEU
Beacon Community Services	Beacon Community Services Society	BCGEU, UFCW
Bella Coola Home Support	United Church Health Services Society	HEU
Birchwood Place	Northern Health Authority	BCGEU
Bloom Group Community Services Society, The	Bloom Group Community Services Society, The	HEU
Bodie/Dunbar House	Cheshire Homes Society of British Columbia	HEU
Boundary Home Support Service	Interior Health Authority	UFCW
Braemore Lodge	Interior Health Authority	HEU
Buena Vista Lodge	Buena Vista Lodge Ltd.	CLAC
Bulkley Valley Home and Community Care	Northern Health Authority	BCGEU
Camosun Heights Facility	Dawn Davies Health Care Ltd.	BCGEU
Campbell River Adult Day Care Facility	Campbell River and District Adult Care Society	UFCW
Capital Mental Health Association	Capital Mental Health Association	HEU
Castlegar and District Home Support	Interior Health Authority	HEU, UFCW
Central Cariboo Home Support	Interior Health Authority	USWA
Central Island Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	BCGEU
Centre for Ability (The)	British Columbia Centre for Ability Association	BCGEU
Centre for Child Development	Centre for Child Development of Lower Mainland (The)	HSA
Child Development Centre of Prince George and District Association, The	Child Development Centre of Prince George and District Association, The	HSA
Chase Health Centre	Interior Health Authority	BCGEU
Chase Home Support	Interior Health Authority	UFCW
Chase Primary Health Care Centre	Interior Health Authority	BCNU
Chelsey House	Chelsey House (2003) Ltd.	HEU
Cheyenne House	Vancouver Resource Society for the Physically Disabled	BCGEU
Child Development Centre of Fort. St. John and District	Child Development Centre Society of Fort St. John and District	HSA
Chown Adult Day Care Centre	Chown Adult Day Care Centre Society	HEU



<b>COMMON NAME</b>	<b>LEGAL NAME</b>	<b>UNION</b>
Chrysalis 22 & 24	VCPC Holdings Ltd.	BCGEU
Clearview Detox	Vancouver Island Health Authority	BCGEU
Clearwater Home Support	Interior Health Authority	UFCW
Cloverley House	Marineview Housing Society	HEU
CMHA - 100 Mile House Branch	Canadian Mental Health Association, 100 Mile House Branch	HEU
CMHA – Kamloops Branch	Canadian Mental Health Association, Kamloops Branch	HEU
CMHA - Mid Island Branch	Canadian Mental Health Association, Mid Island Branch	BCGEU
CMHA – Port Alberni Branch – New Horizons Centre	Canadian Mental Health Association, Port Alberni Branch	CUPE
CMHA - Prince George Branch	Canadian Mental Health Association, Prince George Branch	HEU
CMHA – Shuswap/Revelstoke Branch	Canadian Mental health Association, Shuswap/Revelstoke Branch	HEU
CMHA – Simon Fraser Branch	Canadian Mental Health Association, Simon Fraser Branch	BCGEU
CMHA – South Okanagan Similkameen Branch	Canadian Mental Health Association, South Okanagan Similkameen Branch	HEU
CMHA – South Okanagan Similkameen Branch (Crisis Line Program)	Canadian Mental Health Association, South Okanagan Similkameen Branch	HEU
CMHA – Vancouver-Burnaby Branch	Canadian Mental Health Association, Vancouver-Burnaby Branch	HEU
CMHA - Vernon and District Branch	Canadian Mental Health Association, Vernon and District Branch	BCGEU
Coast Foundation Society	Coast Foundation Society (1974)	HEU
Columbia Valley Homemaker Service	Interior Health Authority	HEU
Comox Valley Child Development Association	Comox Valley Child Development Association	HSA
Country Squire Villa	Country Squire Retirement Villa Ltd.	HEU
Cowichan Home Support	Vancouver Island Health Authority	UFCW
Cranbrook Home Support Services	Interior Health Authority	HEU, UFCW
Creative Centre Society	Creative Centre Society	BCGEU
CRESST Fraser Valley	Fraser Health Authority	BCGEU
CRESST South Fraser	Fraser Health Authority	BCGEU
Crestlene Lodge	Crestlene Lodge Ltd.	BCGEU
Creston Alcohol and Drug	Interior Health Authority	BCGEU
Creston Health Centre	Interior Health Authority	BCGEU
Creston Valley Home Support	Interior Health Authority	UFCW
Crossreach Seniors' Day Centre	Crossreach Project of Vancouver	HEU
Crosstown Clinic – PHC	Crosstown Clinic – PHC	HEU
Cubbon Centre	Vancouver Island Health Authority	BCGEU
Dallas Youth and Family Services	Vancouver Island Health Authority	BCGEU
Delta Home Support Service Society	Delta Home Support Service Society, The	BCGEU
Delta Lodge Ltd.	Delta Lodge Ltd.	HEU
Dixon Transition Society	Dixon Transition Society	HSA
Donarvan Transition House	C.L. Antonio Inc.	BCGEU
Down's Residence	Down's Enterprises Ltd.	BCGEU
East Kootenay Addiction Services Society	East Kootenay Addiction Services Society	BCGEU

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<b>COMMON NAME</b>	<b>LEGAL NAME</b>	<b>UNION</b>
East Kootenay Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Interior Health Authority	BCGEU
Elizabeth Bagshaw Women's Clinic	Elizabeth Bagshaw Society	BCGEU
Elk Valley Home Support	Interior Health Authority	BCGEU
Emerald Health Care (Birchwood House, Emerald Place, Magnolia House)	Emerald Health Care Inc	BCGEU
Enderby and District Home Support	Interior Health Authority	UFCW
Everywoman's Health Centre	Everywoman's Health Centre Society (1988)	HEU
Fernie and District Home Support	Interior Health Authority	UFCW
Fort Nelson Home Support	Northern Health Authority	HEU
Francis House	650600 BC Ltd.	BCGEU
Fraser Cheam Home Support	Fraser Health Authority	BCGEU
Fraser Valley Child Development Centre	Fraser Valley Child Development (1982) Society	HSA
Fraser Valley Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	BCGEU
Friend of Friends Clubhouse	Interior Health Authority	HEU
Gabriola Home Support	Vancouver Island Health Authority	HEU
Gateway House	Columbian Centre Society	HSA
Garden Manor	Kamloops Personal Care Home Ltd.	HEU
Gaumont Residence	Daniel Gaumont (Gaumont Residence)	HEU
Golden and District Home Support	Interior Health Authority	HEU
Good Shepherd Lodge Inc.	Good Shepherd Lodge Inc.	HEU
Granville House	650603 BC Ltd.	HEU
Greater Trail Home Support Service	Interior Health Authority	UFCW
Greater Vancouver Community Services	Greater Vancouver Community Services Society	BCGEU, UFCW
Greater Vancouver Community Services (Community Living Program)	Greater Vancouver Community Services Society	BCGEU
Greenridge Place	Greenridge Place Incorporated	BCGEU
Hampton Court	Anna-Marie Jaworsky (Hampton Court)	BCGEU
Hawthorne Care Centre (Assisted Living & Adult Day Care)	Port Coquitlam Senior Citizen's Housing Society	BCGEU
Health and Home Care Society of British Columbia	Health and Home Care Society of British Columbia	HEU
Hendicourt Place	18 <sup>th</sup> Street Community Care Society	HEU
Hermosa Home	D.D.K. Enterprises Ltd.	HEU
High Country Health Care Inc.	High Country Health Care Inc.	BCGEU
Hillside Interior Adult Psychiatric Centre	Interior Health Authority	BCGEU
Hillside Lodge	Hillside Lodge Ltd.	HEU
Hilltop House Tertiary Mental Health Specialized Residential Care Home	Interior Health Authority	BCGEU
Honorina Conway at St. Vincent's Hospital	Providence Health Care Society	HEU
Houston Health Care	Northern Health Authority	BCGEU
Infant Development Program	Child Development Centre Society of Fort St. John and District	HSA
James Bay Community Project	James Bay Health and Community Services Society	BCGEU
Josephine Care Home	Josephine Care Home Inc.	CLAC

COMMON NAME	LEGAL NAME	UNION
Jubilee Care Centre	Canadian Mental Health Association – Cariboo Chilcotin Branch	HEU
Kamloops Home Support	Interior Health Authority	UFCW
Katalin Home	C.L. Antonio Inc.	BCGEU
Kelowna Home Support	Interior Health Authority	BCGEU, UFCW
Kettle Friendship Society (Camille House, Friendship Court, Kettle Drop-In/Housing/Advocacy Services, Peggy's Place, Triumph House)	Kettle Friendship Society (The)	HSA
Kimbelee Place	484017 BC Ltd.	HEU
Kimberley and District Home Support Service	Interior Health Authority	HEU, UFCW
Kimberley Health Centre	Interior Health Authority	BCGEU
King Edward House	Cheshire Homes Society of British Columbia	HEU
Kinghaven Treatment Centre	Kinghaven Peardonville House Society	BCGEU
Kitimat Home Support Services	Northern Health Authority	BCGEU
Kootenay Boundary Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Interior Health Authority	BCGEU
L'Chaim Centre for Adult Daycare	L'Chaim Adult Daycare Society	HEU
Lakes District Home Support	Northern Health Authority	BCGEU
Larkin House	Cheshire Homes Society of British Columbia	BCGEU
Lillooet Home Support Services	Interior Health Authority	HEU
Lion's Den Adult Day Centre "Encourage"	Vancouver East Lions Society (The)	HEU
Living Positive Resource Centre, Okanagan	Living Positive Resource Centre, Okanagan	HSA
Lookout Centre	Lookout Emergency Aid Society, The	BCGEU
Lookout Preschool	Centre for the Child Development of the Lower Mainland (The)	HSA
Lower Similkameen Community Services	Lower Similkameen Community Services Society	UFCW
Malchow House	Marineview Housing Society	HEU
Maple Ridge Treatment Centre	Fraser Health Authority	BCGEU
Marpole-Oakridge Area Council	Marpole-Oakridge Area Council Society	BCGEU
MCC Place	18 <sup>th</sup> Street Community Care Society	HEU
McCauley Lodge	Capital Mental Health Association	HEU
Meadowview Manor	Meadowview Manor Inc.	HEU
Melody House	Melody House Group Homes Inc.	BCGEU
Mental Health and Empowerment Advocates Program	MPA – Motivation, Power & Achievement Society	BCGEU
Merritt Home Support	Interior Health Authority	BCGEU, UFCW
Mission Hills Manor	Bresco Enterprises Ltd.	BCGEU
Mission Psychiatric Day Care	Fraser Health Authority	HEU
Mountain View Home	Skipton Holdings Ltd.	BCGEU
MPA – Motivation, Power & Achievement Society	MPA – Motivation, Power & Achievement Society	HEU
N.O.N.A. Child Development Centre	North Okanagan Neurological Association	HSA
Nanaimo and District Home Support	Vancouver Island Health Authority	UFCW
Nelson & District Home Support Services	Interior Health Authority	UFCW
New Greenwood Lodge	Invicta Enterprises Incorporated	HEU
New Horizons	C.L. Antonio Inc.	BCGEU

COMMON NAME	LEGAL NAME	UNION
North Island Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	BCGEU
North Island Home Support	Vancouver Island Health Authority	UFCW
North Peace Home Support	Northern Health Authority	BCGEU
Northeast Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Northern Health Authority	BCGEU
Northern Interior Services Delivery Area - Community Health (Continuing/Public/Mental) (Prince George)	Northern Health Authority	BCGEU
Northern Interior Services Delivery Area - Community Health (Continuing/Public/Mental)(Quesnel)	Northern Health Authority	BCGEU
Northwest Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Northern Health Authority	BCGEU
Okanagan Health Services Delivery Area – Community Health (Continuing/Public/Mental)(Kelowna)	Interior Health Authority	BCGEU
Okanagan Health Services Delivery Area – Community Health (Continuing/Public/Mental)(Vernon)	Interior Health Authority	BCGEU, HEU
Okanagan Health Services Delivery Area – Community Mental Health Services & Alcohol and Drug Treatment Centre	Interior Health Authority	HEU
Open Door Group	Open Door Social Services Society	HSA
<b>Oriole Lodge</b>	<b>Ilapagu Investments</b>	<b>BCGEU</b>
<b>OSNS Child Development Centre</b>	<b>Okanagan – Similkameen Neurological Society</b>	<b>HSA</b>
<b>Pacifica Treatment Centre Society</b>	<b>Pacifica Treatment Centre Society</b>	<b>BCGEU</b>
Parksville and District Home Support	Vancouver Island Health Authority	HEU
Peardonville House Treatment Centre	Kinghaven Pardonville House Society	BCGEU
Penticton Health Centre, Flora Esson House	Interior Health Authority	HEU
Penticton Home Support Services	Interior Health Authority	BCGEU, UFCW
Phoenix Centre	Kamloops Society for Alcohol and Drug Services	BCGEU
Pioneer Community Living Association (Adrian House, CRESST, Elizabeth Barrett Terrace, Lina's Place, Millers Way, Pioneer House)	Pioneer Community Living Association	HEU
Ponderosa House	Interior Health Authority	BCGEU
Port Alberni Association for Children with Development Disabilities	Port Alberni Association for Children with Development Disabilities	HSA
Port Alberni Home Support	Vancouver Island Health Authority	BCGEU, UFCW
Positive Living BC	Positive Living BC	CUPE
Positive Women's Network, The	Positive Women's Network, The	HSA
Prince George & District Home Support	Northern Health Authority	BCGEU, UFCW
Prince George Alcohol and Drug Services Society	Northern Health Authority	BCGEU
Prince George Brain Injured Group Society	Prince George Brain Injured Group Society	BCGEU
Prince George Mental Health Services Office	Northern Health Authority	HEU
Prince Rupert Home Support	Northern Health Authority	USWA
Progressive Housing Society	Progressive Housing Society, The	HEU
Provincial Health Authority – HC	Provincial Health Authority – HC	BCGEU

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<b>COMMON NAME</b>	<b>LEGAL NAME</b>	<b>UNION</b>
Queen Charlotte Islands Health Care	Northern Health Authority	BCGEU
Queen's Place	18 <sup>th</sup> Street Community Care Society	HEU
Quesnel Addiction Services	Northern Health Authority	HEU
Quesnel and District Child Development	Quesnel and District Child Development Centre Association	HSA
Quesnel Home Support Services	Northern Health Authority	UFCW
RainCity Housing and Support (Princess Rooms, Triage Centre, Wind Chimes)	RainCity Housing and Support Society	BCGEU
Renfrew/Collingwood Adult Day Centre	Renfrew/Collingwood Seniors Society	HEU
Revelstoke Home Support	Interior Health Authority	HEU
Revera Health Services Inc.	Revera Health Services Inc.	BCGEU
Richmond Addiction Services	Richmond Addiction Services Society	HEU
Richmond Kinsmen Adult Day Care	Richmond Kinsmen Home Support Society	UFCW
Ridge Meadows Child Development Centre	Ridge Meadows Child Development Centre Society	HSA
Ridge Meadows Home Support	Fraser Health Authority	BCGEU
S.U.C.C.E.S.S. Multi-Level Care Society (Austin Harris Residence, Chieng's Adult Care Centre, Harmony House)	S.U.C.C.E.S.S. Multi-Level Care Society	BCNU
Saanich House	Dawn Davies Health Care Ltd.	BCGEU
Saint Elizabeth Health Services	Saint Elizabeth Health Services	BCGEU
Scotch Creek Medical Clinic	Interior Health Authority	BCNU
Scottsdale House	Jesus and Nora Supnet (Scottsdale House)	BCGEU
Seven Sisters	Northern Health Authority	BCGEU
Shuswap Home Support Services	Interior Health Authority	UFCW
Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	CUPE
Simon Fraser Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Fraser Health Authority	BCGEU, CUPE
Simon Fraser Home Support	Fraser Health Authority	UFCW
Sophia House	MPA – Motivation, Power & Achievement Society	BCGEU
South Cariboo Family Services	Interior Health Authority	HEU
South Cariboo Home Support	Interior Health Authority	USWA
South Fraser Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Fraser Health Authority	BCGEU
South Fraser Home Support	South Fraser Home Support Society	BCGEU
South Hills Centre for Psychiatric Rehabilitation	Interior Health Authority	BCGEU
South Island Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	BCGEU, HEU
South Okanagan Home Support	Interior Health Authority	HEU, UFCW
South Peace Child Development Centre	South Peace Child Development Society	HSA
South Peace Home Support	Northern Health Authority	BCGEU
South Similkameen Health Centre	Interior Health Authority	HEU, UFCW
St. Bernard House	St. Bernard House Ltd.	HEU
Summerland Community Health Services	Interior Health Authority	BCGEU
Surrey Come Share Centre	Seniors Come Share Society	HEU
Sutherland Place	18 <sup>th</sup> Street Community Care Society	HEU

<b>COMMON NAME</b>	<b>LEGAL NAME</b>	<b>UNION</b>
Tamarack House	MPA – Motivation, Power & Achievement Society	HEU
Terrace Home Support Services	Northern Health Authority	BCGEU
Thompson Cariboo Health Services Delivery Area - Community Respite Program	Interior Health Authority	HEU
Thompson Cariboo Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Kamloops)	Interior Health Authority	BCGEU
Thompson Cariboo Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Williams Lake)	Interior Health Authority	BCGEU
Thompson Nicola Family Resource Society	Thompson Nicola Family Resource Society	HSA
Tilikum House	MPA – Motivation, Power & Achievement Society	BCGEU
Trejan Lodge	Trejan Lodge Ltd.	HEU
Urquhart House	Northern Health Authority	HEU
Valley Home Support	Fraser Health Authority	BCGEU
Vancouver Coastal Health Authority (Burnaby Centre for Mental Health and Addiction Services; Howe Sound Home Support Service; Cedar Garden; Magnolia House; North Shore Health Region – Community Mental Health; North Shore Home Support; North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental); North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental)(Gibsons); Powell River & District Home Support; Richmond Community Home Support; Richmond Public Health; Riverview Redevelopment Locations [Trout Lake Tertiary Rehabilitation Unit]; Sunshine Coast Home Support; Vancouver Community Mental Health Services; Vancouver Coastal Health Authority – Public Health Continuing Care, Community Care (Richmond); Vancouver Detox; Vancouver Health Contact Centre; Vancouver Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	BCGEU, CUPE, HEU, HSA, UFCW
Vancouver Resource Society for the Physically Disabled (Blair Court, Carolina Care, Cheyenne House, Collingwood, Duke Street House, East 36 <sup>th</sup> Residence, Foster House, Gray House, Hudson Care, Kelly Court, Nootka House, Penticton House, Rotary House, Tanner House, VRS – Adult Day Services, VRS – Group Home Services, West 63 <sup>rd</sup> Residence)	Vancouver Resource Society for the Physically Disabled	BCGEU
Vernon and District Home Support	Interior Health Authority	HEU, UFCW
Victoria Detox, Stabilization Unit, Sobering & Assessment Centre	Vancouver Island Health Authority	BCGEU
Victoria Rest Home	Victoria Rest Home Ltd.	HEU
Waddell's Haven Guest Home	Waddell's Haven Guest Home Mission Ltd.	BCGEU

COMMON NAME	LEGAL NAME	UNION
West Chilcotin Nursing Station	Interior Health Authority	BCGEU
Westminster House	547727 BC Ltd.	BCGEU
Westview Place	18 <sup>th</sup> Street Community Care Society	HEU
White Heather Manor	607770 BC Ltd.	BCGEU
White Rock Come Share Centre	Seniors Come Share Society	HEU
Wicks Road Group Home	Vancouver Island Health Authority	BCGEU
Williams Lake Alcohol and Drug	Interior Health Authority	BCGEU

## APPENDIX 2 Long-Term Disability Insurance Plan

### Long-Term Disability Insurance Plan

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

### Long-Term Disability Plan

Effective April 1, 2013:

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

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

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

### Section 1 - Eligibility

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

#### *Guideline*

- All regular employees who have completed probation and work a minimum of 15 regular hours per week must participate in the LTD plan.

- Casual employees are not eligible for LTD coverage.
- A casual employee working in a temporary full-time or part-time position is not eligible for LTD.

(b) *Benefits* - Benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 20.5 (General Leave) of the collective agreement which reads:

*Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Article 2.10 (Time Off For Union Business) shall not be taken into consideration.*

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

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

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

#### **Guideline**

- Premiums for LTD, Group Life, and Accidental Death and Dismemberment are waived while an employee is receiving LTD.
- While an employee receives LTD benefits, the employee can elect to continue any or all of medical (MSP), dental and extended health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance.
- The premiums for the LTD plan do not continue in relation to the current absence due to illness or injury, but in order to be covered for any new illness or injury members have to pay LTD plan premiums at the pre-disability rate during their waiting period.
- The provincial government provides both regular and temporary premium assistance for MSP based on income. Information on this assistance can be found at:  
[https://www.health.gov.bc.ca/exforms/msp/premium\\_assistance.html](https://www.health.gov.bc.ca/exforms/msp/premium_assistance.html)
- If an employee's application for LTD is denied or their claim is terminated, the employee will be notified by the LTD carrier and given an opportunity to submit additional information to support their LTD claim.
- If LTD is denied or terminated the employee should contact their Union Representative for assistance.
- If the LTD carrier does not change its decision the employee can file an internal appeal of that decision. If the appeal is denied, the employee may request that their claim be submitted for review to a claims review committee (CRC).



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

*Pension* - Employees on long-term disability who are enrolled in the Municipal Pension Plan or the Public Service Pension Plan pursuant to an Employer-specific Memorandum of Agreement shall be considered employees for the purpose of pension in accordance with the *Public Sector Pension Plans Act* – Schedule B (Wage Schedule) or C (Job Evaluation and Classification), as applicable.

## Section 2 - Waiting Period and Benefits

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

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

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

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

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

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

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

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

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

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

**Guideline**

- During the 5 month qualification period an employee can use accrued sick leave credits (see Article 28 – Sick Leave).
- If an employee's sick leave credits are exhausted during the qualification period the employee can apply for Employment Insurance medical benefits. For more information on EI medical benefits please refer to the Service Canada website:  
<http://www.servicecanada.gc.ca/eng/sc/ei/benefits/sickness.shtml>.
- Employees will need to complete an application for LTD which can be obtained from the Employer. The employee should obtain an application after three months off work.
- Typically a LTD application form is lengthy and detailed. It requires parts to be completed by the employee and her physician and the Employer as well. Once completed, the LTD application form is sent directly to the LTD carrier. The Employer does not receive a copy of the LTD application.

**Section 3 - Total Disability Defined**

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

(1) *Residual Monthly Disability Benefit*

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

*Example:*

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

- (b) (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- (2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (3) *Commitment to Rehabilitation*

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

- (i) can be expected to facilitate his/her return to his/her own job or other gainful occupation; and
- (ii) is recommended by HBT or another Rehabilitation Service provider and approved as a Rehabilitation Plan, then,

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

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

(4) *Rehabilitation Review Committee*

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

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

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

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

(5) *Rehabilitation Benefit Incentive Provisions*

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

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

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

- A. The employee who, upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) of the Appendix, provided that the total of such income does not exceed 100% of the current rate of pay for her/his regular occupation at the date of the disability;
- B. Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing;

- C. Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six months for the purpose of job search; and
- D. The eligible employee shall be entitled to participate in the Job Exploration and Development program.

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

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

(6) *Joint Rehabilitation Improvement Committee*

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

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

**Section 4 - Exclusions and Limitations**

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

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

**Section 5 – Pre-existing Condition**

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

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

***This section will be deleted effective October 1, 2015***

**Section 6 - Integration with Other Disability Income**

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

Other disability income shall include but is not limited to:

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

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

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

### **Section 7 - Successive Disabilities**

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

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

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

### **Section 8 – Leave of Absence**

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

### **Section 9 - Benefits Upon Plan Termination**

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

### **Section 10 - Premiums**

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

### **Section 11 - Waiver of Premiums**

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

### **Section 12 - Claims**

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

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

#### ***Guideline***

- If an employee is denied LTD benefits they have the right to appeal the decision to a claims appeal committee. They should contact the Union for assistance immediately.

### **Claims Adjudication Committee**

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

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

### **Section 13 - Administration**

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

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

#### **Section 14 - collective agreement Unprejudiced**

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

#### **Section 15 - LTD Plan Early Retirement Incentive Provision**

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

Effective March 18, 2014: Employees who apply for ERIB may choose to continue to maintain the Extended Health Benefit plan and Dental plan coverage to age 65.

The premiums will be cost shared by the Employer and employee on a 50 – 50 basis provided the employee pays her or his portion of the premium for such coverage in advance, on a monthly basis.

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

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

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

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



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

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

(e) *Joint Early Retirement Improvement Committee*

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

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

## **Section 16 - Return-to-Work Programs**

### *Preamble*

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

### *Mutual Commitment*

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

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

### *Consultation*

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

### *Confidentiality*

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

### *Types of Initiatives*

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

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

*Re-orientation to the Workplace*

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

*Pay and Benefits*

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

Employees participating in a return to work program for 15 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 25 (Health Care Plans).

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

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

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

- (b) Employees in receipt of LTD benefits:

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

*No Adverse Effect on Benefits*

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

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

**INFORMATION APPENDIX #1**  
**Summary of HBT or Another Provider Coverage**

**Dental Plan - Article 25.2 - Effective April 1st, 2000**

*Preamble*

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT or another provider plan

are subject to the collective agreement, the Pacific Blue Cross Dental Plan, and the Healthcare Benefit Trust's or another provider's Plan Document.

#### *Amount of Benefit*

This dental benefit will reimburse the dentist for the following:

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

#### *Eligible Expenses*

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

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

Eligible expenses under this dental benefit are as follows:

#### **PART "A" - BASIC SERVICES**

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

The Plan will pay 100% of:

#### *Diagnostic Services*

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

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

#### *Endodontic Services*

Root canals

Major Restorative Services

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

#### *Periodontic Services*

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

#### *Preventive Services*

Procedures to prevent oral disease, including the following:

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

*Repairs to Bridges and Dentures (Prosthetics)*

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

*Restorative Services*

Procedures for filling teeth, including stainless steel crowns.

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

*Surgical Services*

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

**PART "B" - MAJOR RECONSTRUCTION**

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

The Plan will pay 60% of:

*Crowns*

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

*Dentures (Removable Prosthetics)*

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

*Crowns and Bridges (Fixed Prosthetics)*

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

**PART "C" - ORTHODONTICS**

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

The Plan will pay 60% of:

*Braces*

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

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

## EXCLUSIONS

The dental plan benefit does not cover the following:

1. Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
2. Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
3. Services required as a result of an accident for which a third party is responsible.
4. Charges for completing forms.
5. Implant for dentures or bridgework.
6. Fees in excess of the Pacific Blue Cross Dental Fee Schedule, or fees for services which are not set out in the Dental Fee Schedule.
7. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
8. Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
9. Charges for unkept appointments.
10. Charges necessitated as a result of a change of dentist, except in special circumstances.
11. Room charges.
12. Expenses incurred prior to eligibility date or following termination of coverage.
13. Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

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

### *Guideline*

- With coordination of benefits you claim first with the plan you are a member of, then you claim any amount that was not reimbursed with the second plan.

## INFORMATION APPENDIX #2 Summary of HBT or Another Provider Coverage

### Extended Health Benefit - Article 25.3 - Effective April 1st, 1999

#### *Preamble*

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT or another provider plan

are subject to the collective agreement, the Pacific Blue Cross Extended Health Contract, and the Healthcare Benefit Trust's or another provider's Plan Document.

#### *Amount of Benefit*

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

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

The maximum lifetime amount payable per person is unlimited.

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

#### *Eligible Expenses*

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

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

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

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

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

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

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

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

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

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

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

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

*Massage Practitioners* – Fees of a member of the Registered Massage Therapists' Association of British Columbia a maximum of massage therapy benefit of \$1,000\* per person per year.

*Medical Referral Transportation benefits* (effective October 1, 2015) - will be unlimited for a beneficiary's lifetime.

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

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

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

*Physiotherapists* - Fees of a member of the Physiotherapy Association of British Columbia.

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

*Prescription Drugs* - Cost of prescription drugs purchased from a licensed pharmacy. This benefit does not include drugs for contraceptive purposes, vitamin injections, food supplements, drugs which can be bought without a prescription, or drugs which have not been authorized for payment by the Director of the Pharmacare program. Effective October 1, 2015: PharmaCare's Low Cost Alternative (LCA) and Reference Based Drug (RBD) Programs will apply. Prometrium will be covered as an exceptional prescription drug.

Effective October 1, 2013 for those members who moved to a PharmaCare tie in during the 2012 – 2014 collective agreement, Prescription Drugs will be reimbursed at 50% for drugs not covered by PharmaCare.

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

*Note: This provision is effective April 1, 2011.*

*Dispensing Fees:* \$10.00 per prescription or the maximum allowed by PharmaCare, whichever is greater.

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

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

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

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

*Vision Care* - 350\* every 24 months.

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

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

## **EXCLUSIONS**

The Extended Health benefit does not cover the following:

1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.
3. Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.
4. Charges for dental services except as described in Eligible Expense for Dentist.
5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
6. Charges of a registered psychologist.
7. Charges for services and supplies of an elective (cosmetic) nature.
8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
9. Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
10. Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
11. Charges of an osteopath.
12. Charges for preventative vaccines.
13. Charges for batteries and re-charging devices.



14. Expenses relating to the repatriation of a deceased employee and/or dependant.
15. Expenses incurred by a pregnant person while travelling outside of Canada within 21 days of expected delivery date.

**Guideline**

- With coordination of benefits you claim first with the plan you are a member of, then you claim any amount that was not reimbursed with the second plan.

**INFORMATION APPENDIX #3**  
**Re: *Labour Relations Code*, Section 54**

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

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

*Adjustment Plan*

- 54 (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
- (a) the Employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
  - (b) after notice has been given, the Employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
    - (ii) human resource planning and employee counselling and retraining;
    - (iii) notice of termination;
    - (iv) severance pay;
    - (v) entitlement to pension and other benefits including early retirement benefits;
    - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with Subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 64 of that Act.

## MEMORANDUM OF AGREEMENT #1

### Re: Enhanced Disability Management Program (EDMP) – Terms of Reference

#### Section A – General Principles and Application

The purpose of the Enhanced Disability Management Program (EDMP) is to facilitate an employee-centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

Employees who participate in the program will benefit from a holistic Case Management Plan (CMP) that may include medical intervention, transitional work (TW), a graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining.

#### 1. Elements of the EDMP

1.1 A CMP will be developed for all employees who participate in the EDMP and will include milestones and expected outcomes. An employee's CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and the likelihood of a return to work. The CMP is intended to provide early, appropriate and ongoing support for ill or injured employees. The EDMP process sets out regular reviews and monitoring of individuals and is intended to provide a more seamless process for employees returning to work or requiring support from the Long-Term Disability (LTD) Plan while in receipt of benefits.

1.2 The LTD Plan is available to employees who meet the LTD eligibility requirements. In circumstances where the employee's absence results in an employee receiving an LTD benefit, this benefit will be part of the employee's CMP.

1.3 The EDMP shall be made up of this Memorandum, the Policies and Procedures, and the Case Management Dispute Resolution Process. The Policies and Procedures document can be updated as necessary, by the Provincial Steering Committee (PSC).

#### 2. Effective Date

2.1 The EDMP will be effective no later than April 1, 2014.

2.2 The EDMP shall address all phases of the disability management process and will replace existing collective agreement provisions related to early intervention program (MOA#1) for all employees with a date of disability on or after April 1, 2014. Unless otherwise mutually agreed by the parties, existing collective agreement provisions related to early intervention, will continue to apply to employees with a date of disability prior to April 1, 2014.

#### 3. The Goal of EDMP is to:

3.1 Provide early, appropriate and ongoing support so that ill/injured employees maintain their connection with the workplace and return to work in a safe and timely manner.

3.2 Provide support to employees who are struggling at work when participation in this program could reasonably prevent the employee from being off work.

3.3 Provide appropriate, caring professional case management of the ill/injured employee's medical, personal, workplace and vocational issues to facilitate a timely return to work.

3.4 Promote a safe, accessible and healthy workplace.

- 3.5 Encourage health promotion and employee wellness.
- 3.6 Reduce the cost of sick, long-term disability (LTD) leaves and Work Safe BC (WSBC) leaves.

#### **4. Over-riding Principles**

- 4.1 Improvements in disability management processes will be jointly developed, implemented and administered.
- 4.2 Disability management is intended to facilitate early intervention, effective rehabilitation, stay at work and early return to work programs.
- 4.3 Reasonably addresses barriers to return to work – medical, personal, vocational and/or workplace.
- 4.4 Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible intervention, to enable a safe and timely return to work, is in the best interest of an employee who is disabled.
- 4.5 Prevention and disability management processes will be evidence based, continuous and integrated.
- 4.6 EDMP processes, including rehabilitation, will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment.
- 4.7 All regular employees who are off work with a work-related illness/injury shall be referred to the program on the first day of their illness/injury. All regular employees who are off work due to a non-work related illness/injury shall be referred to the program after an absence of 5 consecutive shifts. Participation in this program is required for these regular employees unless there is a bona fide reason to decline.
- 4.8 EDMP will be compliant with legislation and regulations (e.g. *Workers Compensation Act*, human rights legislation, including duty to accommodate and privacy laws), and the collective agreement
- 4.9 Confidential medical information will be protected.
- 4.10 Disability management is most effective when delivered as close to the workplace as possible.
- 4.11 The CBA will have access to all the necessary data and reports to ensure effective delivery of EDMP to its members.
- 4.12 An effective system-wide evaluation will be implemented. This requires the development of a framework, determining key metrics and identifying the frequency of data sharing.
- 4.13 Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required.

#### **5. Governance and Administration**

- 5.1 Provincial Steering Committee (PSC)
  - 5.1.1 The PSC will be made up of 8 (eight) representatives of HEABC and its members, and 8 (eight) representatives of the Association.

5.1.2 The PSC will be the governing body and will carry out its roles and functions in accordance with the EDMP, and will establish a sufficient number of Working Groups to oversee the day to day operation of the program.

5.2 Working Group Participation

5.2.1 The Union and the Employer will appoint an equal number of representatives.

**6. Standard Practices**

6.1 The EDMP will be implemented and administered with all employers in a manner consistent with the collective agreement and the policies and procedures developed by the PSC.

6.2 In the event the Employer uses a third party to provide EDMP services, the Employer will ensure that the third party fulfills its role in a manner consistent with the EDMP. The Employer will ensure that the necessary service level standards are in place with the third party provider.

**7. Evaluation**

7.1 The parties agree to conduct evaluations in accordance with the established framework.

**8. Provision of Services**

8.1 EDMP will provide appropriate services at no cost to the employee, including the cost of obtaining additional medical and Medical Questionnaires (ref: Vince Ready Award, Re: Facilities Bargaining Association/HEABC, May 2, 2013)

**9. Dispute Resolution Process**

9.1 All case management disputes shall be resolved in accordance with the Case Management Dispute Resolution Process.

9.2 All other disputes concerning the interpretation, application, operation or any alleged violation of the EDMP are subject to the grievance and arbitration procedure set out in the collective agreement.

**10 Privacy**

10.1 Confidentiality and the right to privacy protection is an important guiding principle of the EDMP. Confidentiality policies will be developed by the PSC including rules regarding what information is collected, from whom and under what circumstances it is shared, and where and for how long it is stored (ref: Vince Ready Award, Re: Facilities Bargaining Association/HEABC, May 2, 2013).

**11. Case Management**

11.1 Eligible employees will benefit from a holistic CMP that may include medical intervention, transitional work, graduated return to work, workplace modifications, vocational rehabilitation, and/or retraining. All CMPs will be developed in accordance with the EDMP. The CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and likelihood of a return to work.

11.2 Upon successful completion of CMP, an employee will return to their own job unless it is identified in the CMP that an employee cannot return to their own job. An employee who cannot return to their own job will be treated in a manner consistent with Box 5 of the Policies and Procedures.

**12. Request for Leave while engaged in a CMP**

12.1 Employees who are engaged in a CMP may request leave on a day that they are scheduled to work. Leaves will be granted and paid in accordance with the collective agreement.

**13. Graduated Return to Work (GRTW)**

13.1 A Graduated Return to Work supports an employee through a time limited gradual increase in hours and/or duties to return to their own job or suitable alternate position.

13.2 Participation in a GRTW is contingent upon clearance from the appropriate medical professional. The GRTW shall be considered as part of the treatment/rehabilitation process under the EDMP. All employees engaged in a GRTW shall be supernumerary.

13.3 A written GRTW for the employee will include:

13.3.1. An overview of the employee's GRTW, including its expected outcome and end date, and

13.3.2 The number of phases, their duration and the number of hours to be worked per shift in each phase.

**14. Wages and Benefits on a GRTW as part of a CMP**

14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.

14.2 Benefits under Article 25 are reinstated on commencement of a GRTW and continue while the employee is actively participating in the program.

14.3 All other benefits of the collective agreement accrue on a proportionate basis.

**MEMORANDUM OF AGREEMENT #2  
Re: EDMP Forms**

The parties agree in principle that the Ready Award (re: Facilities Bargaining Association EDMP, May 2, 2013) will form the basis of the forms used for EDMP in this sector.

HEABC and CBA will mutually agree on the forms. Vince Ready has jurisdiction to deal with any disputes arising over the forms.

**MEMORANDUM OF AGREEMENT #3  
Re: Enhanced Disability Management**

The parties agree to provide a mandatory enhanced disability management program consistent with the program being implemented in the Nurses' Bargaining Association (NBA) and the Health Science Professionals Bargaining Association (HSPBA). The effective date for implementation is April 1, 2013.

The CBA will participate on the joint Provincial Steering Committee that is currently established.

Effective April 1, 2013, the Employer will contribute \$408,000 annually to the compensation costs for four disability management representatives. Any expenses associated with these representatives will be borne by the Union.

Effective April 1, 2015, the Employer will contribute \$204,000 annually to support funding for additional disability management representatives and their reasonable expenses.

Effective April 1, 2017, the Employer will contribute \$204,000 annually to support funding for additional disability management representatives and their reasonable expenses.

At HEABC'S request, CBA will provide HEABC with a report no more than once per year on the allocation of funds used to support EDMP representatives.

**MEMORANDUM OF AGREEMENT #4**  
**Re: Enhanced Disability Management/STIIP Joint Working Group**

The parties recognize that the personal and financial costs associated with significant numbers of health care employees absent from work as a result of illness or injury has an adverse impact on the lives of individuals and the human resource capacity for health services. The parties are committed to developing a comprehensive, seamless, cost-effective system of providing short-term disability coverage, long-term disability coverage and effective disability management in health care.

The parties agree to establish an Enhanced Disability Management and Short-Term Injury and Illness Plan (STIIP) Joint Working Group within 60 days of the ratification of the collective agreement which will include representation from each party. Each party will be limited to six representatives and will pay its own costs for participation in the working group.

The Working Group will review and revise the disability management process and develop corresponding collective agreement language changes or additions. The Working Group will make recommendations to the CBA and the HEABC for a revised disability management process.

The Working Group will also examine options for short-term disability models and make recommendations to the CBA and the HEABC regarding an effective, affordable, sustainable Short-Term Injury and Illness Plan (STIIP).

The Working Group will report to the CBA and the HEABC no later than September 3, 2010 unless the CBA and the HEABC mutually agree on a later date.

The Working Group will establish its own terms of reference and its own process and may retain consultants.

**MEMORANDUM OF AGREEMENT #5**  
**Re: Benefits Joint Working Group**

The parties agree to establish a Benefits Joint Working Group within 60 days of ratification of the collective agreement which will include members of each party. Each party will be limited to six representatives. The Committee will meet on a regular basis and not less than once every month.

The Working Group will review the terms of the extended health and dental benefit plans under the collective agreement with a focus on identifying benefit plan changes that will improve the quality of

benefits available to union members while reducing benefit cost growth. The Working Group's role is to consider a wide range of alternatives such as plan redesign, gain sharing opportunities, methods for reducing utilization and carrier alternatives.

The Working Group will have access to all relevant available data, subject to any legally required privacy restrictions, and must produce evidence-based recommendations to the CBA and the HEABC.

Each party will pay its own expenses for participating in the Working Group.

The Working Group will submit a final report outlining recommendations to the CBA and the HEABC by September 30, 2010.

**MEMORANDUM OF AGREEMENT #6**  
**Re: New Certifications**

1. Except as set out below, with respect to bargaining units certified up to September 30th, 2006, the employees affected will receive full and complete application of all the provisions of the collective agreement effective April 1st, 2006 or from six months after the date of each certification, whichever is later. Any bargaining units certified on or after October 1st, 2009 will only be covered by this provision with the mutual agreement of the HEABC and the Association of Bargaining Agents.
2. The total cumulative end rate cost for levelling/standardizing certifications occurring up to September 30th, 2006 (payable during the 2006/07 fiscal year) shall be limited to \$500,000.  
  
The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1st, 2006 to September 30th, 2007 (payable during the 2007/08 fiscal year) shall be limited to \$500,000.  
  
The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1st, 2007 to September 30th, 2008 (payable during the 2008/09 fiscal year) shall be limited to \$500,000.  
  
The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1st, 2008 to September 30th, 2009 (payable during the 2009/10 fiscal year) shall be limited to \$500,000.
3. Newly certified employees will be paid at the applicable benchmark rate of pay at the time that they are standardized/levelled to the collective agreement.
4. There shall be no superior benefits maintained by any employee who is standardized/levelled to the provincial collective agreement by virtue of the application of the foregoing provisions.

**MEMORANDUM OF AGREEMENT #7**

**Re: Certain Existing Collective Agreement Provisions**

1. Hours of work and scheduling provisions maintained under the 1998-2001 Memorandum regarding Certain Existing Collective Agreement Provisions shall be continued on the terms set out in Article 14.2(c) and/or (g) (Hours of Work).
2. STIIP provisions maintained under the 1998-2001 Memorandum regarding Certain Existing Collective Agreement Provisions shall be continued and incorporated into Employer-specific Memoranda.
3. The parties shall review all Employer-specific attachments and Memoranda within four months following the date of ratification of the collective agreement. This review shall be governed by the principle that where a benefit provided under the collective agreement meets or exceeds the corresponding benefit provided under an Employer-specific attachment or Memorandum, the applicable provision(s) of the Employer-specific attachment or Memorandum shall be deleted.

If the parties are unable to reach an agreement on all outstanding attachments and Memoranda by four months following the date of ratification, Vince Ready shall act as mediator/arbitrator. In this capacity, Vince Ready shall apply the principle set out above.

**MEMORANDUM OF AGREEMENT #8**

**Re: Certain Existing Collective Agreement Provisions (Seniority)**

1. One of the goals of health care reform has been to provide consistency of terms and conditions of employment for employees in the health sector by consolidating various collective agreements into a single collective agreement for each of the health sector bargaining units. This goal has been achieved, to a certain extent, in three of the health sector bargaining units (facilities, nurses and paramedical professionals) through a process of melding the terms and conditions from various collective agreements into three separate collective agreements.
2. The principles of melding were established by negotiation and arbitration. The melding of existing terms and conditions of employment into three collective agreements balanced the various interests of the parties. Many of the previous terms and conditions of employment were not maintained as a result of the process, however, it was generally intended that total compensation for individual employees would remain at the same level or would be improved as a consequence of the melding process.
3. There are unique challenges for melding the various terms and conditions of existing collective agreements for employees in the Health Services and Support - Community Subsector. Consideration must be given to the distinct qualities of the Subsector and that the Subsector includes employees who are currently covered by collective agreements with provisions which are superior in some respects to the provisions included in the Community Subsector collective agreement.
4. In order to ease the transition of employees into the Community Subsector collective agreement, the parties agree that existing collective agreement provisions covering the following terms and conditions of employment will continue to apply during the life of the collective agreement.
  - Seniority



Further, the parties agree to refer the above-noted item to a joint committee comprised of six representatives from the Association and six representatives of the HEABC. The Committee will discuss and attempt to reach agreement with respect to melding these items into the Community Subsector collective agreement in the same context as described in Part 2 above. The Committee will present its findings to the parties no later than October 1st, 2002. The Association members of the Committee will be on leave of absence pursuant to Article 2.10(a)(Time Off for Union Business) of the Community Subsector collective agreement.

***NOTE: The parties agree to delete this MOA once the seniority issue that was referred to Joan Gordon in MOA #22 has been settled by the parties or an award has been received from Joan Gordon.***

**MEMORANDUM OF AGREEMENT #9  
Re: Wage Protection and Standardization/Grandparenting**

1. A number of regular employees were wage protected upon the implementation of the Job Classification Plan on May 2nd, 2003, for as long as they remained in their current positions. Their wage rates are to remain frozen until such time as the classification rate for their position meets or exceeds their frozen rate or the employee leaves the currently held position. The parties agree that the wage protected employee will extend her/his wage protection in the event that the employee chooses to post into a position that is classified the same or higher than the currently held position.

The parties acknowledge the need to maintain the principles established in the Job Classification Plan in relation to the freezing of wage rates for employees who are paid in excess of Schedule B –(Wage Schedule). However, the parties agree that for such employees the following adjustments will be made during the term of this collective agreement only, on a without prejudice and precedent basis.

a) Wage protected employees will receive a special adjustment on the base rate equal to the general wage increases granted to employees covered by Schedule B –(Wage Schedule) to the point of recovery of the 2004 wage roll-back (up to the hourly wage rate paid as of March 31st, 2004). In the event the entirety of the special adjustment is not required to achieve the recovery, the remainder of the special adjustment for that year will be provided to the employee as a lump sum payment in accordance with b) below. In the fourth year of the collective agreement, wage protected employees will receive a special adjustment equal to the general wage increase granted to employees covered by Schedule B - (Wage Schedule).

b) In the fiscal year(s) during which no special adjustment is provided, wage protected employees will receive a lump sum payment at the end of each quarterly period. The lump sum payment would be paid in the first full pay period after the conclusion of each quarterly period. This lump sum will be calculated on the basis of the general wage increase available to employees covered by Schedule B –(Wage Schedule) multiplied by the employees' hourly rate multiplied by their straight-time paid hours between the last pay period on or before the beginning of the quarterly period and the last pay period on or before the end of the quarterly period. To be eligible for the lump sum payment, these employees must be employed during the quarterly period for which the lump sum is payable, and their frozen wage rate must exceed the Schedule B (Wage Schedule) wage rate for that quarterly period. Payment for partial quarters will be prorated. For greater clarity, should an employee's wage rate be governed by Schedule B (Wage Schedule) part way through the calculation period, the lump sum payable will be calculated up to the date that Schedule B (Wage Schedule) applies.

2. *Grandparenting* - Effective the date of ratification (May 1st, 2006), no superior benefits provisions shall apply to any employee who does not currently receive them. For clarity, this proposal does not apply to provisions that are based on operational or service needs.

This grandparenting provision will not apply to employees hired pursuant to the Riverview Redevelopment Location Memorandum of Agreement dated June 9th, 2004 which continues to remain in effect for those employees. Employees hired on or after April 1st, 2006 will be entitled to retain their base wage rate last paid while in the Public Service if it exceeds the applicable classification wage rate under Schedule B (Wage Schedule).

**Guideline**

- For the term ending March 31, 2014 red-circled employees will not receive lump sum payments as they will receive 100% of the general wage increases negotiated. See MOA #32
- If the Employer reclassifies a red-circled employee to a lower rated classification they should maintain their red-circled status.

**MEMORANDUM OF AGREEMENT #10**

**Re: Implementation of Article 15 for Newly-Certified Employers**

1. Until replaced by Article 15 (Hours of Work and Scheduling-Community Health Workers) of the collective agreement in accordance with this Memorandum, the Employer shall continue to operate in a manner consistent with its past practice.
2. No later than 90 days following the date of ratification of the collective agreement or 90 days following the date of certification, whichever is later, the Employer shall confirm the number of regular positions to be created under Article 15.4(a)(2)(Scheduling of Hours). For each regular position, the Employer shall identify the days of work, 10 hour period of availability and weekly maximum hours. The employees and the union designate shall be provided with the foregoing information.
3. Subject to their qualifications, employees shall have the right to select regular positions in order of seniority. Where a particular regular position is identified by the Employer as having been created for the purpose of providing service to a specific client or client group, the qualifications for such position may include the ability to meet the specific needs of that client or group in accordance with Article 12.9(b)(Selection Criteria) and Article 15.4(b)(Scheduling of Hours).
4. Employees who do not obtain a regular position through this process shall be entitled to register for casual work in accordance with Article 29 (Casual Employees).
5. No later than 30 days following the completion of the process set out in (3) above, the Employer shall commence the assignment of hours in accordance with the provisions of Article 15 (Hours of Work and Scheduling-Community Health Workers).
6. The Employer shall provide the union designate with a list of all employees including the following information:
  - (i) status;
  - (ii) classification;
  - (iii) days of work (for regular employees only);

- (iv) daily period of availability (for regular employees only);
- (v) maximum weekly hours (for regular employees only).

**MEMORANDUM OF AGREEMENT #11**

**Re: Live-in and Overnight Shifts**

The parties agree to meet to review the existing guidelines for live-in and overnight shifts with a view to making joint recommendations to the Health Authorities regarding compensation for workers performing live-in and overnight shifts.

The parties shall meet within three months of ratification of the collective agreement to commence discussions, and shall develop their recommendations within a further three months. Should the Health Authorities adopt the recommendations, they will be implemented on date(s) to be determined by the parties.

**MEMORANDUM OF AGREEMENT #12**

**Re: Prevention of Musculoskeletal Injuries**

The parties agree with the goal of preventing musculoskeletal injuries to employees working in the Community Subsector.

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

1. Identify factors contributing to the risk of musculoskeletal injuries in the Community Subsector, including manual lifting where it occurs;
2. Develop possible solutions to address such risk factors, including procedural measures and infrastructure/equipment improvements;
3. Distribute clear guidelines to employers and local occupational health and safety committees regarding identified risk factors and possible solutions;
4. Assist employers and local OH&S committees to evaluate and implement recommended solutions to address specific, identified musculoskeletal injury risks; and
5. Work in partnership with the Workers' Compensation Board and funding agencies to finance the implementation of acceptable solutions, including infrastructure, equipment and/or staffing where appropriate.

**MEMORANDUM OF AGREEMENT #13**

**Re: Prevention of Work-related Illnesses, Injuries and Disabilities**

The parties agree with the goal of preventing work-related illnesses, injuries and disabilities to employees working in the Community Subsector.

To this end, the parties agree to work through the Joint Provincial Health, Safety and Violence Prevention Committee to achieve the following:

1. Identify the leading work-related illnesses, injuries and disabilities in the Community Subsector overall, and in specific services within the Community Subsector;
2. Identify factors contributing to the risk of work-related illnesses, injuries and disabilities in the Community Subsector, including overexertion, falls, hazardous exposures, environmental ergonomics, violence, where it occurs;
3. Develop possible solutions to address such risk factors, including education and training, procedural measures such as risk assessment tools, and infrastructure/equipment improvements, including mechanical lifting equipment;
4. Distribute clear guidelines to employers and local occupational health and safety committees regarding identified risk factors and possible solutions;
5. Assist employers and local OH&S committees to evaluate and implement recommended solutions to address specific, identified risks; and
6. Work in partnership with the Workers' Compensation Board and funding agencies to finance the implementation of acceptable solutions, including education and training, risk assessment tools, infrastructure, equipment and/or staffing where appropriate. This part is not intended to limit any initiatives under Article 22.

**MEMORANDUM OF AGREEMENT #14**  
**Re: Suspension of Drivers' Licences**

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

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

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

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

**MEMORANDUM OF AGREEMENT #15**  
**Re: Human Resource Staffing Strategies**

The parties recognize that certain non-direct resident/client care duties performed by registered nurses and/or paramedical professionals could also be performed by members of the Health Services and Support Community Subsector bargaining unit at various worksites and that this may be an important part of a comprehensive program to address human resource staffing strategies.

In discussions at the local level, the Employer and the Union will consider the feasibility of some non-direct resident/client care work currently being performed by registered nurses and/or paramedical

professionals being performed by employees in the Health Services and Support Community Subsector bargaining unit. Such discussions will include representatives of any other affected unions.

**MEMORANDUM OF AGREEMENT #16**  
**Re: Employee and Family Assistance Programs**

The parties will establish a subcommittee of three representatives each to explore the concept and benefits of an Employee and Family Assistance Plan(s) for the Community Health Subsector. The Sub-Committee will develop recommendations on EFAP(s) to the parties.

The Sub-Committee shall meet within six months of ratification of the collective agreement to commence discussions.

**MEMORANDUM OF AGREEMENT #17**  
**Re: Implementation of Article 15**

To ensure the successful implementation of the new scheduling language in Article 15 (Hours of Work and Scheduling-Community Health Workers), the parties agree to the following:

- (1) Discussions will initially take place at the local level to resolve any issues arising out of the implementation of the new scheduling language.
- (2) Should the local parties be unable to resolve the issues(s), the issues shall be referred to HEABC and the CBA.
- (3) HEABC and CBA will attempt to resolve the issue informally.
- (4) Should a meeting be necessary, HEABC and the CBA will meet to discuss the matter.

**MEMORANDUM OF AGREEMENT #18**  
**Re: Wage Status of CHWs Paid CHW II Rate**

Community Health Workers currently paid at the CHW II rate for all hours worked pursuant to an existing Memorandum of Agreement shall continue to be paid on that basis for as long as the employees maintain their employment with their current Employer.

**MEMORANDUM OF AGREEMENT # 19**  
**Re: Employment Opportunities**

The parties agree to provide displaced employees, including laid off casual employees, with priority hiring rights where the contract under which they have worked has been retendered and another employer covered by the collective agreement is the successful bidder, or one collective agreement employer transfers its services to another collective agreement employer.

- (a) The terms of this priority access to available vacancies for regular employees will be as follows:

- (1) The receiving employer will determine the number and manner of vacancies created in the program.
  - (2) Displaced employees wishing priority access must submit an application for employment. A displaced employee who has not been hired in accordance with this Memorandum of Agreement, and who has no bumping or vacancy posting options available at their current employer, shall be entitled to apply for registration as a casual employee in any job classifications within a single collective agreement employer of a Health Authority.
  - (3) To be eligible for hire, displaced employees must meet the receiving employer's required qualifications and have the present capability to perform the work.
  - (4) Displaced employees will be subject to interview and assessment. In the event several employees are interested in a single position, the successful candidate will be determined by the receiving employer in accordance with Article 12.9 (Selection Criteria).
  - (5) Such employees shall serve a qualifying period pursuant to Article 12.11 (Qualifying Period). An employee whose placement is found to be unsuitable during the qualifying period, or an employee who requests to be relieved during the qualifying period, shall return to the recall list with the previous employer for the remainder (if any) of the recall period.
  - (6) Displaced employees, on the basis of seniority, will have priority for consideration for vacancies, regardless of which of the two employers the displaced employees come from.
  - (7) If hired, displaced regular employees will receive portable benefits in accordance with Article 11.4 (Re-Employment) and port their seniority.
  - (8) Such employees will receive the terms and conditions of employment and be represented by the Union that exists at the recipient employer. The terms and conditions in existence at the recipient employer shall form the maximum for employees, notwithstanding any benefits that may be ported. No new employees shall be enrolled in the Public Service Pension Plan should that Plan be in place at the recipient employer.
  - (9) An employee who is enrolled in a pension plan that is the same as the pension plan available at the recipient employer shall not be required to serve a new waiting period.
- (b) The terms of to be applied to laid off casual employees as a result of retendered work, include:
- (1) The Employer must have a need for casual employees
  - (2) such employees wishing priority access must submit an application for employment
  - (3) to be eligible for hire, such employees must meet the receiving employer's required qualifications and have the present capability to perform the work.
  - (4) such employees will be subject to interview and assessment
  - (5) such employees shall serve a probationary period pursuant to Article 29.1(b)(Casual Employees)
  - (6) if hired, such employees will retain their seniority. Provided that such employees successfully complete their probationary period, their wage increment step will be ported. Future increment progression will be based on accumulated hours of service with the new employer.

This Memorandum of Agreement will expire and be extinguished for all purposes on March 30, 2014

**MEMORANDUM OF AGREEMENT # 20**  
**Re: Consequences of Contracting Out/Re-Tendering by Health Authorities**

1. For the purposes of this Memorandum of Agreement, contracting out occurs when employees are laid off as a direct result of their Employer contracting out work presently performed by employees covered by the collective agreement and where employees are not re-employed by another employer covered by this collective agreement ("*Contracting Out*").
2. Re-tendering occurs when employees are laid off as a direct result of a Health Authority re-tendering a contract for services previously held by an employer and when the successful proponent of the contract for services is not a party to the Community Subsector collective agreement and where employees are not re-employed by another employer covered by this collective agreement ("*Re-tendering*").
3. Following layoffs due to contracting out or re-tendering, a summary of activity will be generated and a copy provided to the Community Bargaining Association.
4. The trigger established in this Memorandum of Agreement is established at 500 FTEs based on approximately 9856 FTEs in the Community Subsector. The trigger will increase by 25 FTEs for every incremental increase of 500 FTEs in the number of FTEs in the Community Subsector.
5. In the event that the number of FTEs laid off due to Contracting Out or Re-tendering is within the trigger, laid off employees will be entitled to the following severance pay: one week for every two years of service to a maximum of 10 weeks pay, prorated for regular part-time employees.
6. In the event that the FTEs laid off due to contracting out or re-tendering exceeds the trigger, then any subsequent employees laid off as a result of employers contracting out or re-tendering will be entitled to the following severance pay: one week of pay for every year of service to a maximum of 20 weeks of pay, prorated for part-time employees.
7. Where a single initiative involves the laying off of employees both within and in excess of the trigger, the most senior employees will be deemed to be those laid off in excess of the trigger.
8. An employee's service shall be calculated on the basis of their continuous employment as a regular status employee. Length of service for a regular employee shall include straight-time paid hours as defined by Article 11.1(b)(Seniority Defined). Length of service for a regular part-time employee shall be calculated as follows:
  - a) Total straight-time hours paid divided by full-time weekly hours, then
  - b) Weeks of service to be divided by 52 weeks to give years of service for the purpose of the severance pay.
9. No severance is payable where an employee, before or during her recall period, finds another job (for example, by bumping, posting into a vacancy, or by registering as a casual employee) with the same or another health sector employer within the same or another bargaining unit.
10. The severance allowance shall be paid upon the conclusion of the employee's recall period. Alternatively, only in the case of contracting out, it may be paid upon an employee's waiver of rights to recall, in which case it will be payable upon the conclusion of the employee's notice period or waiver of rights, whichever is later.

11. In the case of re-tendering, a displaced employee who has no bumping or vacancy posting options available at their current employer shall be entitled to apply for registration as a casual employee in any job classifications within a single collective agreement employer of a Health Authority in accordance with the Employment Opportunities Memorandum of Agreement.

12. This Memorandum of Agreement will expire and be extinguished for all purposes on March 30, 2019.

### MEMORANDUM OF AGREEMENT #21

Between

**Health Employers Association of British Columbia (HEABC)**

on behalf of:

**Fraser Health Authority, Interior Health Authority, Northern Health Authority, Vancouver Coastal Health Authority, and Vancouver Island Health Authority**

**(the "Employers")**

and

**Health Services and Support - Community Subsector Bargaining Association (Association)**

on behalf of the Association's Constituent Unions

**Re: Dovetailed Seniority List Options for Displaced Employees of Health Authorities**

#### Part 1

The following options are available to displaced employees arising out of the Dovetailed Seniority Lists:

1. access unfilled vacancies as per Labour Relations Board Decision No. B274/2002;
2. exercise bumping options as per Labour Relations Board Decision No. B274/2002;
3. be placed on the recall list and also have their name placed on a casual list at any one worksite within the employee's geographic location or within any other area constituting a reasonable commuting distance as may be agreed upon by the Employer, and have their seniority transferred to the new worksite. Employees can access casual work without forfeiting recall rights;
4. A laid off employee may be recalled to an available position within her DSLA.

*Note: In addition to the options arising out of the DSL's, displaced employees still retain the option to bid on vacancy postings within their own worksite/program.*

#### Part 2

Employees who work at multiple worksites within the DSL Area shall have multiple seniority entries recorded on the DSL, consistent with their seniority at each worksite.

Employees with, for example, regular positions at two worksites will appear on the list twice. Should that employee be bumped, she would only be removed from the single position targeted at the particular



worksite. Similarly, an employee holding regular positions at two worksites who is displaced at one worksite would only exercise seniority options based on seniority accumulated at that worksite.

If an employee has regular part-time positions at two worksites within the DSLA, is displaced from worksite A, and moves to the casual list at worksite B, the seniority hours are added together at worksite B, as the seniority is transferred from worksite A to B. Similarly, if a regular part-time employee who also accesses casual assignments at worksite A, is displaced and secures a regular position at worksite B within the DSLA, she cannot maintain her seniority at worksite A as it will have been transferred to worksite B. An employee cannot port seniority and simultaneously maintain it at the worksite from which she was displaced.

### Part 3

The priority order for the filling of vacancies at a "*Collective Agreement Employer*" is outlined in Article 12.3 (Job Posting Process and Regional Postings) of the collective agreement.

### Part 4

The following identifies how the dovetailing of seniority within the DSL Area will operate:

1. For all purposes other than the exercise of displaced employee options, the "*collective agreement employer*" seniority continues to be measured in accordance with Article 11.1 (Seniority Defined) and MOA#6 (Wage Protection and Standardization/Grandparenting) of the CSA.
2. For the purpose of creating a dovetailed seniority list only, and the exercise of displacement options pursuant to it, all employees' seniority will be measured in accordance with Article 11.1 (Seniority Defined) of the CSA.
3. Should an employee be transferred or exercise options upon displacement pursuant to BCLRB No. B274/2002, and end up at another worksite with a different seniority measurement, the employee's seniority will be converted to the seniority measurement prevailing at that other worksite (i.e. Applying Article 11.1 (Seniority Defined) or the employee's hire date). For all subsequent seniority applications pursuant to the CSA, the seniority of that employee will be measured in the same way as it is for other employees at the worksite (e.g. For the purpose of future job postings, vacation scheduling, etc. so that there is a common measurement between employees in the bargaining unit).

### Part 5

There is no qualifying period, as per BCLRB No. B8/2003, for employees exercising their displacement options.

## MEMORANDUM OF AGREEMENT #22 Re: Seniority

Pursuant to Article 7.4 (Community Health Joint Committee), the HEABC and the CBA agree to meet within 30 days of ratification to plan for standardization of seniority.

The objective of the meetings is to develop a mechanism for implementing a common approach to seniority calculation for casual and regular employees recognizing that different employers and different unions within the CBA calculate seniority differently.

The intention of the parties is to develop a standard approach to the calculation of employee seniority that is cost-neutral to employers.

The parties agree that this matter will be conclusively settle within 120 days of ratification. If not, this matter will be referred to Joan Gordon for Arbitration who will decide the matter based on the principles above.

### **MEMORANDUM OF AGREEMENT #23**

#### **Re: Article 13.6 – Contracting Out**

Notwithstanding Article 13.6 (Contracting Out), Health Sector employers will have the option to contract out work carried out by members of the Community Bargaining Association bargaining unit including where it results in the layoff of members of the Community Bargaining Association bargaining unit.

This Memorandum of Agreement continues in force and effect until such time as the HEABC and the Community Bargaining Association negotiate changes to it.

### **MEMORANDUM OF AGREEMENT # 24**

#### **Re: Consultation – Contracting Out**

Health Sector employers will engage in a consultation process as described below effective at least 60 calendar days in advance of the issuance of a Request for Proposals ("*RFP*") or by issuance of an equivalent invitation to bid by a Health Sector employer when it is considering contracting out that may result in the layoff of bargaining unit employees.

(a) *Consultation Process - General:* In the 60 calendar day period, the Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed contracting out and/or the options for impacted employees. Health Sector employers will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a Union.

Where a project involves services that impact a significant number of the worksites amalgamated within one Health Authority, or a project that would impact on 50 or more FTEs at an Affiliate employer, the HEABC and the Community Bargaining Association agree that the 60 calendar day period will be changed to up to 90 calendar days.

At the end of the 60 or 90 calendar day period as applicable, the Health employer will have the discretion to proceed with contracting out.

(b) *Consultation Process - Two or More Health Authorities:* Where a project would apply to two or more Health Authorities covered by the Community Subsector collective agreement, the HEABC and the Community Bargaining Association agree to refer the project to a provincial level alternate service delivery committee jointly established by the HEABC and the CBA. In this event the consultation process will begin 90 days in advance of the issuance of an RFP by the Health Authorities or by issuance of an equivalent invitation to bid.

The Committee will be comprised of four representatives appointed by the Community Bargaining Association and four representatives appointed by the HEABC. The Committee will have the ability to bring in a reasonable number of subject matter experts in the work performed and/or the proposed project.

The HEABC and the Community Bargaining Association also agree that where a project impacts multiple union bargaining associations, the Committee may, by mutual agreement, meet with other union bargaining associations but the membership of the Committee will not include representatives from other union bargaining associations.

The Committee will be the forum for the discussion of alternatives to the proposed contracting out and/or the options for impacted employees. The Health Authorities will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a union.

The HEABC and the Community Bargaining Association will each pay their own expenses for their respective committee members. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.

At the end of the 90 calendar day period, the Health Authorities will have the discretion to proceed with contracting out.

(c) *Disclosure*: Health employers will provide the Union with a detailed description of the proposed contracting out. Relevant information and supporting documents on the proposed contracting out will be disclosed by the Health employer to the Union to inform the discussions regarding alternatives and options for affected employees.

(d) *Confidentiality*: Confidentiality will be needed until such time as the Employer is prepared to announce a decision.

The HEABC and the Community Bargaining Association agree that the Union has the ability to discuss with impacted employees alternatives and options on a confidential basis.

The HEABC and the Community Bargaining Association agree that should any financial and/or proprietary information of the Employer and/or any potential third party contractor be disclosed, such information will remain confidential.

(e) *Notification of CBA*. Once the Health employer makes a decision under the process set out in this Memorandum of Agreement, the Community Bargaining Association will be notified of the decision in writing. If the Health employer makes a decision to proceed with contracting out, the parties agree that they will move to the process set out in the Memorandum of Agreement Re: Employee Options - Contracting Out.

(f) *Application of Labour Relations Code*: the HEABC and the Community Bargaining Association agree that the process described in this Memorandum of Agreement and the Memorandum of Agreement entitled "*Employee Options – Contracting Out*" establish the specific process of consultation and adjustment contemplated by Section 54 of the *Labour Relations Code* and satisfies the requirements of this Section of the *Labour Relations Code* for the purposes of contracting out that results in the layoff of members of the Community Bargaining Association bargaining unit.

**MEMORANDUM OF AGREEMENT # 25**  
**Re: Employee Options – Contracting Out**

The parties agree as follows:

*Part I - Employee Options*

(a) *Employment with the Contractor:* If a regular employee, who has been issued a displacement letter due to contracting out, is interested in being employed by the contractor, the Health employer will facilitate the application process.

(b) *Expanded Access to Regular Ongoing Vacancies and Casual Lists:* A regular employee, who has been issued a displacement letter due to contracting out, who has not terminated and who has no bumping or vacancy options under the Community Subsector collective agreement at his/her current employer shall be entitled to:

Apply for an unfilled regular ongoing vacancy in accordance with Article 12.3 in any one of the six Health Authorities.

Employees accessing these vacancies in the Health Sector in a location that is more than 50 kilometres from his/her previous worksite and who chooses to relocate will be entitled to relocation expenses of \$500 for a move of up to 240 kilometres and \$800 for a move of beyond 240 kilometres. Relocation expenses must be claimed from his/her former employer within six months of the start date of the regular position and must be supported by receipts.

or

Register for casual work under Article 29 (Casual Employees) on one casual list in any one Health Authority worksite in the province in the classification he/she was displaced from provided the employee is qualified to perform and capable of performing the work.

A displaced regular employee who successfully posts into a regular ongoing vacancy or registers for casual employment prior to the expiry of his/her recall period under the process in this Memorandum of Agreement shall have eligibility periods waived for health and welfare benefits as follows:

A displaced regular employee who successfully posts into a regular ongoing vacancy will be entitled to coverage under the Medical, Dental, and Extended Health Plans effective the first day of the month following appointment to the position.

A displaced regular employee who registers for casual employment shall be governed by Article 29.7 (Transfer to Casual Status) but will have the option to enrol in the health and welfare plans as per Article 29.9(a)(Casual Employee Benefits) without having to work 180 hours.

(c) *Re-Employment with Previous Health Sector employer:* A regular employee laid off as a result of contracting out who successfully applies on a posting for a regular ongoing position at his/her previous Health Sector employer within one year from the effective date of the end of the recall period will have his/her previous Health Sector service and seniority restored. This provision will not apply to an employee who has ported benefits to another Health Sector employer within one year from the effective date of the end of the recall period.

(d) *Re-training Fund:* A re-training fund will be established to facilitate access to retraining for a job in areas of need in the Community Subsector.

Re-training or other mitigation options (ERIP/VDP/Enhanced Severance as referenced in Section 5.1 of the Settlement Agreement) for employees laid off due to contracting out in the future funding amounts to be determined.

Individuals previously laid off due to contracting out - funding amounts to be determined. Individuals previously laid off due to contracting out who are interested in re-training must receive an allocation from the re-training fund by December 31, 2008.

After that date, remaining funds shall be made available to all employees to be re-trained in areas of need in accordance with the terms determined by the Joint Committee. Individuals previously laid off due to contracting out who are re-trained and who are not already in the Health Sector and who apply for a regular ongoing vacancy with any Health Sector employer are considered an external applicant under Article 12.3 (Job Posting Process and Regional Postings) of the Community Subsector collective agreement.

- (e) Subject only to the variations specified in this Memorandum of Agreement, the Community Subsector collective agreement will apply and prevail.
- (f) This Memorandum of Agreement is effective from April 1, 2006.

#### *Part 2 - Re-Training Committee*

A joint re-training committee will be established comprised of three representatives appointed by the Community Bargaining Association and three representatives appointed by the HEABC. The principles governing the Committee's decisions and the application of the re-training funds are:

- (a) Re-training must be for an area of need in the Community Subsector as determined and approved by the Employer.
- (b) An employee must be qualified and capable before being able to bid on a vacancy upon completion of any re-training.
- (c) The funds shall cover the cost of the course and, where appropriate, a reasonable stipend for current employees in the Health Sector to assist with living expenses while enrolled in the course. The Joint Committee will determine the value and application of the stipend.
- (d) During the re-training period, the employee will be placed on a casual list at his/her current Health Sector employer and:
  - (a) can access work during the retraining period if the employee is qualified; or
  - (b) if not qualified, is deemed unavailable until the re-training is concluded.
- (e) The Committee may discuss retraining for areas of need in the Facilities Subsector.
- (f) A re-trained employee commits to stay in the Health Sector upon conclusion of re-training and posting into a vacancy. Failure to stay in the Health Sector for a period of three times the length of the re-training period results in a prorated share of reimbursing the Fund for the cost of the re-training and, where applicable, the stipend payments.
- (g) Should no regular ongoing vacancy be available, a re-trained employee must register on one casual list in any one of the six Health Authorities across the province upon completion of training to facilitate access to a regular ongoing vacancy. The casual list must be for an occupation in which the employee received re-training.

The employee will retain the ability to access portable benefits and have seniority restored for six months following the completion of the retraining if the employee is successful in posting into a regular ongoing vacancy.

(h) The HEABC and the Community Bargaining Association will work with public postsecondary institutions to maximize the training opportunities for the employee and the Employer.

(i) The Re-Training Committee will also be responsible for allocating payments from the Fund for ERIP, VDP, or Enhanced Severance as referenced in Section 5.1 of the Settlement Agreement to employees impacted by contracting out. Prior to making any allocations available for ERIP/VDP, the Re-Training Committee will give due consideration to the priority that the parties place on making funds available for re-training.

### *Part 3-Other Options*

The following options are available for consideration by the Employer at its discretion:

(a) *Early Retirement Incentives and/or Voluntary Departure Incentives.* If such incentives are made available to employees impacted by contracting out, such incentives will only be granted where vacancies would be created by the departing employee(s) which would be filled by other employees who would otherwise be laid off due to contracting out. Such incentives will be provided only to the extent that the Re-Training Committee provides financial support from its Fund.

(b) Other options for labour adjustment suggested by the Union, including voluntary recognition of the Union.

### **MEMORANDUM OF AGREEMENT #26**

#### **Re: Joint Provincial Health, Safety and Violence Prevention Committee**

The parties agree to participate in a provincial committee to discuss and make recommendations for a governance structure for a joint provincial health, safety and violence prevention committee.

### **MEMORANDUM OF AGREEMENT #27**

#### **Re: Scheduling of Expedited Arbitrations**

1. The expedited arbitration process will be overseen by a representative of each party (the "administrators").

2. The administrators will meet quarterly or more frequently if required.

3. The administrators will establish annual expedited arbitration dates: monthly or more frequently based on need.

4. The dates will be set with arbitrators assigned as per the rotation. If the arbitrator next on the list does not have availability for the next needed arbitration dates, they will be assigned future dates so that where possible the arbitrators generally have an equal amount of dates throughout the year.

5. All referrals to expedited arbitration will be emailed to the administrators to process at their meetings. A copy of the grievance will be sent with the referral to expedited arbitration letter.

6. The administrators, in setting matters for expedited hearing dates, shall consider the date of the referral, and should attempt to best utilize dates by grouping matters of the same employer and/or same geographic location together. The administrators shall attempt to give matters of an urgent nature priority in scheduling.

**MEMORANDUM OF AGREEMENT #28**  
**Re: Modified Hours of Work Agreements – Article 15**

1. *Existing Modified Hours of Work Agreements:*

The HEABC and CBA will compile and confirm all existing modified hours of work schedules in effect as of the date of ratification of this agreement. This information will be compiled by May 18, 2013.

2. *New Modified Hours of Work Arrangements:*

New modified hours of work arrangements may be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include the details of the agreed schedule.

**MEMORANDUM OF AGREEMENT #29**  
**Re: Referrals to Provincial Joint Safety and Health Committee**

The parties agree that the following issues will be referred to the Provincial Joint Safety and Health Committee:

- Memorandum of Agreement #9 (Prevention of Musculoskeletal Injuries)
- Memorandum of Agreement #10 (Prevention of Work Related Illnesses, Injuries and Disabilities)
- Manual Lifting
- Communicable Diseases and Parasitic Infestations

In the event the Committee does not address the above matters during the term of the current collective agreement they will be referred back to the parties (CBA and HEABC).

**MEMORANDUM OF AGREEMENT #30**  
**Re: Pilot Projects established under Memorandum of Agreement #17 and #18 of the 2010 – 2012 collective agreement prior to February 18, 2013**

- (a) In the year following February 18, 2013 all existing pilot projects will cease to be pilot projects.
- (b) Memorandum of Agreement #17 (Home Support Scheduling – Fixed Hour Positions – Pilot Projects): All fixed shift pilot projects will become regular shifts pursuant to Article 15.3 (Shift Schedules) unless the Employer cancels the project.
- (c) Memorandum of Agreement #18 (Home Support Scheduling – Split Shift and Reduced Hours Positions – Pilot Projects): All split shift window and reduced hours pilot projects will become either:

- regular shifts pursuant to Article 15.3 (Shift Schedules) unless the Employer cancels the project; or
  - modified hours of work arrangements under Memorandum of Agreement #26 (Modified Hours of Work Arrangements - Article 15) which may be rescinded by either party, or by an individual employee, upon providing 30 days' of written notice.
- (d) No new pilot projects will be established. New modified hours of work arrangements will be established under Memorandum of Agreement #26 (Modified Hours of Work Arrangements - Article 15).

**MEMORANDUM OF AGREEMENT #31**  
**Re: Benefits of Harmonization**

Effective April 1, 2013, all monetary superior benefits and terms and conditions of employment covered by an employer-specific agreements or attachments shall be eliminated and replaced by the corresponding applicable collective agreement provision except for the following:

- (a) Continuation of STIIP and extended health care deductibles for employee groups currently receiving STIIP and health and welfare deductibles lower than those that are generally applicable.
- (b) A current employee's entitlement to receive a benefit that has already accrued to that employee's benefit such as severance or a retirement allowance or payout of sick-leave banks upon termination or retirement, as the case may be; these entitlements will continue but will not further accrue. Already accrued vacations or other leave will continue at the current level of accrual but will not further accrue except by application of the generally applicable provisions.
- (c) Isolation allowance for specific locations will continue as applicable.

**MEMORANDUM OF AGREEMENT #32**  
**Re: Joint Benefit Review Committee**

- The parties agree to establish a joint benefit review committee within 60 days of ratification of the collective agreement which will include representation from each party. Each party will be limited to five representatives. The Committee will review the terms of the benefit plans as described in Article 25 (Health Care Plans) of the collective agreement including:
  - Extended Health Care;
  - Dental Plan, and
  - Group Life Insurance and Accidental Death and Dismemberment.
- The Committee will identify opportunities for making the benefit plans more cost effective and develop recommendations for implementing these opportunities. The Committee will also identify a cost containment model that will be implemented to ensure the long-term sustainability of the benefit plans. A preliminary report on September 1, 2013 will set out the interim changes that will be implemented to assist with managing the increasing cost of Health and Welfare benefits. A final report on December 31, 2013 will set out the plan design recommendations and proposed cost containment model options.



**MEMORANDUM OF AGREEMENT #33**  
**Re: Current Wage Protected Employees**

- The wage increases specified (above) in the 2012-2014 collective agreement shall be applied at the rate of 100% of all general wage increases.
- In future collective agreements, these employees will receive 50% of all general wage increases or until the new wage rate for the job being occupied meets the employee's existing wage rate.

**MEMORANDUM OF AGREEMENT #34**  
**Re: Benchmark Reviews**

During the term of this agreement Community Bargaining Association (CBA) and Health Employers' Association of British Columbia (HEABC) will conduct a review of the Health Unit Aide benchmark and will commence a review of the benchmarks within the Administrative Series, starting with AS 1 through 6, to determine the accuracy of the benchmarks and to determine if there is a need to add, delete or revise benchmarks.

In addition, the parties will investigate the need to establish benchmarks for the following jobs:

- Medical Office Assistant
- Rehabilitation Assistant

***Joint Working Committee:***

The parties will appoint representatives to a joint working committee within 30 days of ratification. The Committee will be comprised of equal representation from CBA and HEABC.

If the Joint Working Committee determines that new benchmarks are required, they will be developed during the term of this agreement.

In the event third party assistance is required the process contained in Schedule C will be used to resolve the issues.

There will be no cost consequences to the Employer as a direct result of this review during the term of this agreement. For greater clarification, any new benchmarks established by the Joint Working Committee may be implemented but will be at no cost to the Employer, unless otherwise mutually agreed.

**MEMORANDUM OF UNDERSTANDING #35**  
**Re: Health and Welfare Benefits**

**Definitions:**

1. In this Memorandum:

*"Benefits"* means: LTD, AD&D, EHC, Dental and Life;

*"Employer"* means any employer certified to the CBA bargaining unit;

*"Joint Community Benefits Trust" ("JCBT")* means a trust formed by HEABC and the CBA as required by this Memorandum.

### **Formation of the JCBT**

2. The parties agree to establish a working group ("*Working Group*") by September 30, 2014 to create the JCBT.
3. The Working Group will be composed of members with an equal number of members appointed by HEABC and CBA.
4. HEABC and CBA will each have one vote on the Working Group with any differences resolved by the adjudicator appointed under paragraph 27.
5. The JCBT shall be established by no later than September 30, 2015 unless agreed otherwise by the parties.
6. Upon formation of the Working Group, HEABC will provide or cause the Healthcare Benefits Trust ("*HBT*") and HBT's contracted benefit providers to provide directly to HEABC or CBA all data reasonably requested by either the HEABC or CBA and their respective designated advisors for purposes of analyzing the future provision by the JCBT of benefits currently provided by the HBT. For purposes of clarity, such data will include but will not be limited to all data reasonably necessary to perform an actuarial valuation of the HBT or the JCBT.
7. HEABC, CBA and their respective members on the Working Group will maintain strict confidentiality in respect of the data.
8. HEABC will provide the CBA with reasonable funding, until the JCBT is formed, for costs incurred by the CBA in regard to the establishment and formation of the JCBT. Any further costs of this nature incurred by the CBA will be funded by the JCBT.

### **Co-Governance of the trust**

9. The JCBT will be governed by a board of trustees with an equal number of trustees appointed by each of HEABC and the CBA.
10. The parties will appoint as chair of the board of trustees a person with recent benefit experience.
11. The trustees appointed by HEABC will have one vote, the trustees appointed by CBA will have one vote and the chair will have one vote if there is a tie.
12. The union representatives on the JCBT will have the right to amend extended health, dental and life and accidental death and dismemberment benefits but any decision to amend LTD benefits will be made by consensus of the trustees.

### **Benefit funding**

13. The parties agree that the benefits provided under the collective agreement shall be maintained unless amended by the trustees.
14. The parties, through the Working Group and with reference to paragraph four above, shall negotiate an agreed-upon benefits funding model expressed as a fixed percentage of regular straight-time payroll hours of those receiving benefits and payable by the Employer to the JCBT ("*Benefits Funding*"). The Benefits Funding will be transferred to, and be administered by, the JCBT commencing April 1, 2016.
15. By April 1, 2016, all employers must obtain benefits through the JCBT.

16. The parties agree that the fixed percentage will be determined as the actual employer cost of benefits from April 1, 2015 to March 31, 2016 divided by total regular straight-time payroll of those receiving benefits over the same period.

17. In determining the fixed percentage of regular straight-time payroll of those receiving benefits under paragraph 15, the change in benefits effective on October 1, 2015 will be calculated as if those benefits had been in effect from April 1, 2015 until March 31, 2016.

18. The fixed percentage calculated under paragraph 17 above will be adjusted for April 1, 2017 to March 31, 2018 to incorporate:

- (a) The effects of inclusion in HBT of employers previously obtaining benefits through a provider other than HBT; and
- (b) Any actuarial evaluation of costs of improving benefits in addition to the annualization of those costs under paragraph 16.

19. The parties agree that the percentage determined for Benefits Funding pursuant to paragraphs 16, 17 and 18 shall remain fixed for the period April 1, 2016 to March 31, 2019 and will remain in effect except as amended by agreement of the parties and will be subject to renegotiation under any renewal collective agreement.

20. In addition to the funds transferred to the JCBT commencing April 1, 2016, HEABC will transfer to the JCBT:

- (a) \$500,000 expressed as a percentage of payroll for the reference period of April 1, 2015 to March 31, 2016 and each April 1 thereafter as a final contribution to comparability with benefits received by FBA members;
- (b) A one-time payment of \$500,000 on April 1, 2016 and
- (c) A one-time payment of \$1,000,000 on April 1, 2017
- (d) A one-time payment of \$900,000 on April 1, 2018 in recognition of savings accruing to the employers in exchange for changes to the Early retirement Incentive Benefit.

21. HEABC will ensure interim funding as necessary for the JCBT between April 1, 2016 and October 1, 2016. The Working Group may enter into negotiations to effect an asset and liability transfer from HBT.

22. HEABC will indemnify and save harmless the CBA, its constituent unions, and the JCBT from any and all claims from HBT, the HEABC or the Government of the Province of British Columbia, including any exit levies from HBT or any other person or entity.

**Employer LTD risk obligation**

23. (a) *“Wage increases”* in this clause mean general wage increases, comparability wage increases and Economic Stability Dividend increases.
- (b) If the cost of LTD benefits as a result of utilization exceeds the growth in LTD costs resulting from wage increases:
- (i) For April 1, 2017 to March 31, 2018, the increase above wage increases over the period from April 1, 2016 to March 31, 2017;

- (ii) For April 1, 2018 to March 31, 2019, the increase above wage increases over the period from April 1, 2017 to March 31, 2018;
- (c) Health employers will pay to the JCBT an amount equal to the first two percent (2.0%) of the increased utilization cost of LTD benefits and fifty percent (50%) of the costs resulting from increased utilization that exceed four percent (4%).

**Benefit procurement**

24. Until March 31, 2017, the JCBT must obtain coverage through the Healthcare Benefit Trust and thereafter the JCBT may obtain coverage through alternative providers.

**Benefits**

25. Subject to available funding, the trustees of the JCBT can redesign the benefits.

**Discretionary appointment to the HBT Board**

26. Subject to the approval of HEABC as settlors of the HBT, the trustees of the JCBT may designate one HEABC trustee and one CBA trustee to serve as trustees of the Healthcare Benefit Trust.

**Dispute Resolution**

27. HEABC and CBA agree that any issue whatsoever relating to the Guideline, application or alleged violation of this Memorandum shall be remitted to Joan Gordon for binding determination. For clarity, Joan Gordon's jurisdiction includes any disputes arising out of the Working Group up to and including the date on which the JCBT is fully operational.

**MEMORANDUM OF AGREEMENT #36  
Re: Shift Premium Review Committee**

The parties agree to strike a committee with equal numbers from each party to review whether implementation of shift premiums would have a beneficial impact on service delivery.

**LETTER OF AGREEMENT #1**

**Between**

**Health Employers' Association of British Columbia (HEABC)**

**and**

**the Community Bargaining Association (CBA)**

**Re: Assignment of Arbitrators**

The assignment of arbitrators under Article 9.2 (Assignment of Arbitrator) will be administered by a staff member (the administrator) of HEABC in accordance with the following process:

- 1) The administrator will assign them on a rotating basis.
- 2) Individual unions will fax notification of the request for an arbitrator to the administrator with a copy to the employer and HEABC.

- 3) Each request for an arbitrator will be date/time stamped by the administrator on receipt.
- 4) Requests will be held in date order for two weeks.
- 5) Unless otherwise advised by HEABC and the Union that an arbitrator has been assigned, the administrator will assign an arbitrator. The administrator will assign the Arbitrator according to the Article 9.2(b)(Assignment of Arbitrator), in rotation, on the following Friday after the two week period in (4) above, from the agreed to list in Article 9.2(g)(Assignment of Arbitrator).
- 6) The administrator will assign a reference number (ARB#) to the case and an arbitrator. Notification will be sent to the employer, union representative and HEABC of the appointed arbitrator.
- 7) The parties may change the arbitrator only upon mutual agreement. The parties shall notify the arbitrator of their appointment.

## LETTER OF AGREEMENT #2

Between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

COMMUNITY BARGAINING ASSOCIATION OF BC (“CBA”)

Re: Economic Stability Dividend

### Definitions

1. In this Letter of Agreement:

“*Collective agreement year*” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“*Economic Forecast Council*” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, (S.B.C. 2000) c. 23;

“*Forecast GDP*” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“*Fiscal year*” means the fiscal year of the government as defined in the *Financial Administration Act* (1996 S.B.C.) c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“*Calendar year*” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“*GDP*” or “*Gross Domestic Product*” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“*GW*” or “*General Wage Increase*” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (½) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

#### **For collective agreement year 3 (2016/17):**

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreement wage rates and for no other purpose or form.

**LETTER OF UNDERSTANDING #1  
Re: Non-Standard Work Schedules**

In an effort to identify all unique scheduling arrangements, the parties agree to compile and exchange information on all non-standard work schedules which have been maintained by virtue of Article 14.2(g) (Hours of Work) or Article 14.11 (Modified Hours of Work Arrangements). The parties will exchange such information by July 1, 2001 and finalize employer specific memoranda outlining non-standard work schedules by October 1, 2001.

**LETTER OF UNDERSTANDING #2  
Re: Wage Re-Opener**

The collective agreement being negotiated is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

The HEABC agrees to provide a letter to the Community Bargaining Association stating that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Community Bargaining Association collective agreement arising from the current collective bargaining, the bargaining association will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiation will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

**LETTER OF UNDERSTANDING #3  
Re: Claims Adjudication Committee**

The parties agree that any administrative issues that arise related to the LTD plan and Appendix 2 of this collective agreement will be referred to the Claims Adjudication Committee for resolution. In the event an issue cannot be resolved through this committee the matter will be referred to the bargaining Principals for resolution

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