



HEU/CEP Local 468

COLLECTIVE AGREEMENT

APRIL 1, 1999 - MARCH 31, 2002

and

**ROLLED OVER COLLECTIVE
AGREEMENT**

APRIL 1, 2002 - MARCH 31, 2005

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MEMORANDUM OF AGREEMENT

Between:

HOSPITAL EMPLOYEES' UNION, a trade union, having its registered office and place of business in the City of Burnaby in the Province of British Columbia, hereinafter referred to as the "Employer."

PARTY OF THE FIRST PART

And:

HOSPITAL EMPLOYEES' STAFF UNION, CEP Local 468 representing employees of the "Employer" who are affected by this Agreement and for whom it has certified as being the sole bargaining agency, hereinafter referred to as the "Staff Union."

PARTY OF THE SECOND PART

WHEREAS the Staff Union is a trade union formed by and including certain employees of the Employer;

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

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

ARTICLE 1 - RECOGNITION OF THE STAFF UNION

1.01 Sole Bargaining Agency

The Employer recognizes the Staff Union as the sole bargaining agency on behalf of the employees for whom the Staff Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

1.02 Union Shop

It is agreed that all employees shall maintain membership in the Staff Union as a condition of employment. All new employees hired shall become members of the Staff Union on the first day of the month following the initial date of employment. Failure to maintain membership in the Staff Union will constitute cause for dismissal.

1.03 Orientation

The Staff Union shall be advised in writing of the names of new employees prior to their start date. An HESU Executive member or designate shall be given an opportunity to meet with new employees at the new employee's location. Said meeting shall take place on Employer paid time, not to exceed thirty (30) minutes, as close to the start date as possible.

1.04 Definition of Employee Status

(a) It is agreed that employees may be classified as:

(1) Regular full-time

(2) Regular part-time

(3) Casual: Any casual employee who works for a period of one calendar month, or more, shall be classified as regular full-time or regular part-time, as the case may be. A casual employee includes any person whose services are secured by contract with any agency offering such services.

(b) (1) Regular full-time employees are entitled to the benefits outlined in this collective agreement.

(2) Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee including the following: vacations, statutory holidays, sick leave, special leave and seniority.

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

(3) All employees except casual employees secured by agency contract shall be entitled to all benefits of the collective agreement calculated in the same proportion as hours worked bear to the hours worked in regularly scheduled full-time shifts. Casual employees shall be paid an additional thirty-three percent (33%) of gross pay in lieu of the benefits to which they are entitled under this section as determined in the V. Ready Award.

1.05 Union Check-Off

The Employer agrees to the check-off of all Staff Union Dues and these Dues shall be remitted to the Union by the end of the month following their collection.

1.06 Shop Stewards

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

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

1.07 No Discrimination

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

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

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

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

This provision shall be administered in the spirit of the HEU Policy reading Human Rights and Mutual Respect per the draft dated September 25, 2000.

1.08 Representation

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Direction of Work Force

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

The Staff Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees by general distribution, provided such rules are not in conflict with this Agreement.

2.02 Notice of New and Changed Positions

(a) New Positions

In the event the Employer shall establish any new position, the classification and wage rate for

this new position shall be established by the Employer and written notice shall be given to the Staff Union prior to the position being filled but will not affect the right of the Employer to make temporary appointments. Unless written notice of objection thereto by the Staff Union is given to the Employer within **sixty (60)** calendar days after such notice, such classification and wage rate shall be considered as agreed to.

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

(b) Change in Duties

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

If notice of objection is not received from the Staff Union within **sixty (60)** calendar days after such notice, then the classification and wage rate shall be considered as agreed to.

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

2.03 Contracting Out

The Employer agrees that it will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this Agreement.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

3.01 Bumping

If a job is eliminated **under this Article**, employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not effect a promotion and provided further that the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

3.02 Notice of Displacement

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

3.03 Displacement

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

ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.01 Committee on Labour Relations

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

4.02 Staff Union Committee

The Staff Union shall appoint and maintain a committee comprising persons who are employees of the Employer which shall be known as the Staff Union Committee. The Staff Union at all times shall keep the Employer informed of the individual membership of the Committee.

4.03 Staff Union/Management Meetings

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

Any general grievance with respect to the above may be initiated by the Staff Union/CEP Local 468 and shall be submitted at Step Two of the grievance procedure.

4.04 Committee Meetings

All meetings of the said Committee on Labour Relations with the Staff Union Committee shall be under the chairperson ship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

4.05 Grievance Investigations

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

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining

the permission of an available supervisor.

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

4.06 Grievance Procedure

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 Collective 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) *Where an employee has a grievance, her/his grievance shall be settled as follows:*

Step One

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

Step Two

The grievance shall be reduced to writing by:

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

Any general grievance with respect to the above may be initiated by the Staff Union/CEP Local 468 and shall be submitted at Step Two of the grievance procedure.

Step Three

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

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

4.07 Conduct of Grievance Procedure

(a) Arbitration Board Hearings

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

(b) Employee Called as a Witness

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

(c) Introduction of Evidence

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

(d) Notice of Disciplinary Action Destroyed

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

(e) Picket Lines

Employees shall have the right to respect a legal picket line.

4.08 Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Stephen F. Kelleher, Q.C., Vincent L. Ready, Donald R. Munroe, Q.C., Shona Moore, Marguerite Jackson, ***Barbara Bluman, Connie Munro*** or a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference
- b) define the issue in the difference, and

- (c) make written recommendations to resolve the difference

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

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

4.09 Reinstatement of Employees

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

4.10 Expedited Arbitration

- (a) A representative of HESU and the Secretary-Business Manager of the Union, or her/his designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (d) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (f) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (g) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (h) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- (i) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (j) The expedited arbitrators, who shall act as sole arbitrators, shall be Vincent Ready, Donald R. Munroe, Q.C., Stephen Kelleher, Q.C., Colin Taylor, Shona Moore, Marguerite Jackson or substitute mutually agreed to by the parties.
- (k) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.
- (l) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

- (m) Any suspension for alleged cause that is not dealt with under this section shall be referred immediately to Article 5 for resolution.

4.11 Personnel Files

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

The employee or Staff Union shall give the Employer three (3) days' notice prior to examining the file.

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

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

ARTICLE 5 - ARBITRATION

5.01 Composition of Board

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

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

1. Frank Kennedy
2. Rick Coleman
3. Shona Moore
4. W.D. (Bill) Black
5. Marguerite Jackson

The decision of the said Arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Staff Union, and the employees concerned.

5.02 Reinstatement of Employees

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

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

5.03 Authority of Arbitration Board

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

5.04 Expenses of Arbitration Board

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

ARTICLE 6 - SENIORITY

6.01 Calculation of Seniority, Probationary Period and Portable Benefits

(a) Probationary Period

Seniority shall be established on the following basis:

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

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

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

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

(b) Portable Benefits

Previous membership in the Hospital Employees' Union will not eliminate or reduce the Probationary Period stipulated in subsection (a) above.

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

(i) Annual Vacations

Vacation entitlement earned during previous employment shall be credited to the employee, and granted in accordance with Article 9.08 - VACATIONS.

(ii) Sick Leave

The employee shall be credited with any unused accumulated sick leave from her/his membership in the HEU up to a maximum of one hundred fifty-six (156) days, and shall be entitled to sick leave in accordance with the provisions of Article 11.01 - SICK LEAVE, commensurate with her/his accumulated seniority.

- (c) Once an employee has completed her/his probationary period, in a regular permanent position, all hours worked with the Employer in the preceding 12-month period shall be credited for the purposes of determining seniority and benefits.

6.02 Promotion, Demotion, Transfer, Release

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

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

6.03 Qualifying Period

If a regular employee is promoted or transferred to a job, the classification for which the Staff Union is the certified bargaining authority, then the promoted or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

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

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

6.04 Promotions

A regular employee promoted to a higher-rated job will receive in the new job the next increment rate which is immediately above his/her present pay rate.

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

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

6.05 Transfers

A regular employee transferred to a job with the same pay rate structure as his/her former job will retain his/her former anniversary date.

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

A regular employee requesting a transfer to a job with the same pay rate structure as his/her former job who does not have prior experience or ability to qualify as above shall complete a three month qualifying period.

6.06 Reduction in Work Force

- (a) In the event of a reduction in the work force, employees will be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of the employees laid off.
- (b) Laid-off employees with more than one (1) year's seniority shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one (1) year and will be rehired on the basis of last off-first on if the employee possesses the capability of performing the duties of the vacant job. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.
- (c) Notice of Layoff
The Employer shall give regular employees the following written notice of layoff or normal pay for the period in lieu of notice:
 - (1) less than 2 years' seniority - 31 calendar days;
 - (2) 2 or more years' seniority but less than 3 years' seniority - 2 months
 - (3) 3 or more years' seniority but less than 4 years' seniority - 3 months
 - (4) 4 or more years' seniority but less than 5 years' seniority - 4 months
 - (5) 5 or more years' seniority - 6 months
- (d) Where operational requirements arising from a strike demand the temporary layoff of staff, the

above notice of layoff shall not apply.

6.07 Re-Employment after Voluntary Dismissal for Cause

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

6.08 Supervisory or Military Service

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

6.09 Seniority Dates

Upon request, the Employer agrees to make available to the Staff 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 Staff Union.

6.10 Job Descriptions

The Employer agrees to draw up Job Descriptions for all jobs and classifications for which the Staff Union is the certified bargaining agent.

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

6.11 Job Postings and Applications

- (a) In the change of the assignment of duties the Employer agrees that the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith, and the Employer further agrees to take into consideration those employees who have indicated their wish to change an assignment in writing.
- (b) If a vacancy occurs or a new job is created for which Staff Union personnel might reasonably be expected to be recruited, such vacancy or job, provided it has a duration of thirty (30) calendar days or more, shall, before being filled, be posted for a minimum of ten (10) calendar days in a manner which gives all employees access to such information, including the salary range and a summary of the Job Description.
- (c) The Employer will also consider applications from those employees with the required seniority who are absent from their normal places of employment because of sick leave, annual vacation or Staff Union leave, and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy occur during their absence.
- (d) Wherever practicable, qualified employees who have indicated their desire to relieve in short-term, unposted promotional positions, shall be given the opportunity in accordance with the provisions of Article 6.02. If the application of this provision in this paragraph requires the Employer to pay overtime to any employee, the proposed move will be considered impracticable.

- (e) It is further agreed that employees who are not regularly scheduled shall be given consideration in filling vacancies or new jobs, provided that they have the required qualifications for the job before any new employees are taken on staff.
- (f) This will in no way restrict the Employer from making temporary appointments pending the posting and consideration of Staff Union personnel.
- (g) Once the Employer has filled a vacancy, a copy of the posting bearing the successful applicant's name shall be posted within five (5) days of the filling of the posting for a minimum of ten (10) days at all Provincial and Regional Offices.

The unsuccessful applicant(s) to a job posting will be notified of the decision verbally or in writing prior to the official announcement of the successful applicant. Mailing constitutes notice.

- (h) In the event there is no qualified applicant for a posted position, the Employer may request that an employee fill the position.
- (l) The Employer shall immediately forward a copy of all job postings and a copy bearing the name of the successful applicant for all job postings to the Staff Union Secretary.

6.12 Relieving in Higher and Lower-Rated Positions

In the event of an employee relieving in a higher-rated job, the employee shall receive the corresponding increment rate of the new position, or a minimum increase of Twenty Dollars (\$20.00) per month proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period.

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

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

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

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Unpaid Leave

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

7.02 Unpaid Leave - After Three Years

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

7.03 Unpaid Leave Affecting Benefits

Any employee granted unpaid leave(s) of absence totalling up to twenty (20) work days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job.

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

7.04 Unpaid Leave - Union Business

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

The Employer shall retain employees on unpaid leave of absence for Union Business on the Employer's payroll and where such employees are retained, the Staff Union shall reimburse the Employer for the wages and benefits involved.

7.05 *Compassionate Leave*

Compassionate leave of absence of three (3) days with pay shall be granted to employees upon application to the Employer in the event of death of a member of the employee's immediate family. This will include parent (or alternatively, step-parent or foster-parent), spouse or common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

7.06 Leave for Public Office

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

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

7.07 Educational Leave

If the Employer requires employees to take courses for skill upgrading and/or training relative to the Employer's interest, the Employer will grant paid educational leave of absence. The reasonable expenses approved by the Employer will be borne by the Employer.

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

7.08 Special Leave

An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days at the rate of one-half (2) day every four weeks worked.

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

Special leave credits may be used for the following purposes:

- (a) Marriage or equivalent commitment ceremony leave - thirty-five (35) working hours
- (b) Doctor's visits during pregnancy - one-half (2) day per month during pregnancy
- (c) Paternity Leave - one (1) day
- (d) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member -up to two (2) days at one time
- (e) Leave for one (1) day may be added to three (3) days' **compassionate** leave
- (f) Leave of three (3) days may be taken for travel associated with **compassionate** leave
- (g) Adoption Leave - one (1) day

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, he/she may request leave of absence without pay.

7.09 Inclement Weather

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

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 Hours of Operation

The work week will comprise seven (7) days. The normal work week for clerical employees shall provide for a 9:00 A.M. to 5:00 P.M. day, Monday to Friday.

8.02 Hours of Work

- (a) Clerical employees in the Provincial Office and in the Regional Offices shall work thirty-five (35) hours per week to be scheduled as a nine day fortnight set out in the Addendum - Nine Day Fortnight.
- (b) The normal work week for clerical employees in the Provincial Office and in the Regional Offices shall be as follows:
 - (1) Monday through Friday, and
 - (2) 9:00 A.M. to 5:00 P.M., and
 - (3) thirty-five (35) hours per week.

Subject to the Employer's operational requirements, clerical employees in the Provincial Office and in the Regional Offices may be scheduled (under the scheduling provisions of the collective agreement) to work as follows:

- (1) seven and three-quarter (7-3/4) hours per day, and
 - (2) one (1) day off every other Monday or Friday, and
 - (3) the work day shall be 8:30 A.M. to 5:30 P.M., and
 - (4) the work year shall be one thousand eight hundred twenty (1820) hours, and
 - (5) the meal period shall be one (1) hour.
- (c) All other employees - thirty-six (36) hours per week averaged on a scheduled seven point two (7.2) hour work day.
 - (d) Any employee required to be "on call" during his/her meal period is to work and be paid for a full shift with the meal period included within that full shift.

8.03 Out-of-Town Assignments

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

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

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

8.04 Consecutive Work Days

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

8.05 Shift Premiums

Employees working the Evening or Night Shift shall receive a differential of seventy cents (\$0.70) per hour.

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

8.06 Scheduling Provisions

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

8.07 Split Shifts

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

8.08 Part-Time Workers

The Employer will not employ part-time workers unless absolutely necessary.

8.09 Overtime

Employees required to work in excess of the hours of work as outlined in Article 8.02 or who are requested to work on their scheduled off-duty day(s) are subject to the following provisions:

- (a) No overtime shall be worked by an employee without the prior approval of the Employer.
- (b) Clerical employees requested to work in excess of the normal daily full shift hours or who are requested to work on their scheduled off-duty days, shall be paid:
 - (1) the rate of time and one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time thereafter.
 - (2) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.
 - (3) Overtime pay shall be paid to employees within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 8.09(c).
- (c) At the time a clerical employee is required or requested to work overtime, such employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If such employee opts for compensating time off in lieu of overtime pay, the time off shall be taken at a time mutually agreed upon by the Employer and the employee. If such time off is not taken by December 31st of the calendar year in which the overtime was worked, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- (d) All other employees required or requested to work overtime shall be granted compensating time off at the applicable overtime rate in lieu of overtime pay.
 - (1) Employees attending Local Meetings or other evening work shall take compensating time off the following morning or the first available half day as may be mutually agreed by employee and Employer.
 - (2) Employees requesting compensating time off of one day or more shall request same at least four days in advance of the proposed time off to be mutually agreed by employee and Employer. Such agreement is not to be unreasonably withheld.
 - (3) Compensating time off for work on employee's regular days off, including vacations and statutory holidays, should be taken as whole days off.
 - (4) When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled compensating day off and one or more working days following such scheduled compensating day off, then the scheduled compensating day off shall become a day to which accrued sick leave credits shall be applied and such scheduled compensating day off shall be rescheduled.
- (e) As an alternative to the above and at the employee's option, the following shall apply:
 - (1) In lieu of any and all claims to overtime, an employee may bank compensating time off credits at the rate of four (4) days per quarter, which shall entitle the employee to four (4) compensating days off within every calendar quarter, to be taken as half (2) days, whole days or accumulated days off as may mutually be agreed between employees and Employer.
 - (2) The Employer may request each employee accepting option under subparagraph (1) to

schedule days off accrued under that provision no more than twelve (12) months in advance.

(3) Days off earned under subparagraph (1) shall normally be taken in the quarter in which they were earned. If an employee entitled to these days is prevented by the demands of his or her job from being absent on scheduled compensating days off, or is on sick leave on a scheduled compensating day off, he or she may take those days in the following calendar quarter. Days earned but not taken in the following quarter shall be deemed to have been taken. Days earned but not taken in the following quarter shall be paid out at straight time.

(4) Time off under subparagraph (1) shall accrue for periods during which employees are at work, on vacation or on sick leave, except that employees who are absent from work on sick leave or other leaves of absence for more than one-half (½) of a calendar quarter shall receive time off in proportion for time actually worked. Time spent by employees on paid vacations shall not be considered an absence from work for purposes of this subparagraph.

(5) Employees who select the option in subparagraph (1) above and who are required or requested to perform overtime work on weekends associated with job actions, contract negotiations, educationals, employer-sponsored political activity and/or required to represent the union in arbitration hearings or troubleshooter hearings shall be granted compensating time-off, in addition to that specified in paragraph (1). This additional compensating time off shall be granted on a double time basis.

(f) If an employee works less than the hours of work outlined in Article 8.02, such time shall be deducted from overtime earned.

8.10 Meal Break and Meal Allowance Secretarial Workers

All employees not subject to Article 8.09(d) and Article 8.09(e) authorized to work two (2) or more hours in excess of seven (7) hours in a day will be paid for a meal break at overtime rates and will be provided with a twenty dollar (\$20.00) allowance.

8.11 Per Diem Allowance

The Employer shall pay per diem allowances for allowable expenses in accordance with Article 16, Per Diem Allowances and Meal Allowance.

8.12 Call-Back

Employees not designated to be "on-call" in accordance with Section 14 of this Article who are called back to work on their regular time off shall receive a penalty payment of Ten Dollars (\$10.00) and will also receive overtime pay at the rate of time and one-half for all time worked with a minimum guarantee of not less than two (2) hours' overtime.

These employees will receive a Transportation Allowance based on the cost of taking a taxi from their home to the Provincial Office or the work area and return or, if the employee normally drives his/her own automobile to work, an allowance of Thirty Cents per kilometre from the employee's home to the Provincial Office or work area and return.

8.13 Call-In

An employee reporting for work shall be paid his/her regular rate of pay for the entire period spent at the Provincial Office or Regional Office with a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

8.14 On-Call Differential

It is agreed that all employees required to be "on-call" shall receive an "on-call" differential of Five Dollars (\$5.00) for the first eight (8) hour period, or portion thereof, the employee is required to be "on-call" and Two Dollars and Fifty Cents (\$2.50) for each additional eight (8) hour period, or portion thereof, that such employee is required to be "on-call" in any twenty-four hour period. Such twenty-four hour period is to commence with the first moment of the first eight (8) hour period for which the employee is entitled to Five Dollars (\$5.00).

Employees who are designated to be "on-call" and who are required to report to the Provincial Office during the period of "on-call" will receive "call-back" as outlined in Article 8.12 but will not receive the Penalty payment of Ten Dollars (\$10.00).

ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

9.01 Statutory Holidays

Employees will be entitled to twelve (12) Statutory Holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Birthday

Statutory Holidays shall be granted on the basis that employees shall be scheduled off from work, exclusive of Annual Vacations, a minimum of one hundred sixteen (116) days per year (two [2] days per week plus a minimum of twelve [12] Statutory Holidays).

If at the end of a year (fifty-two [52] weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred sixteen (116) days off, he/she will be paid extra at time and one-half (1-1/2) rates for each day by which his/her total number of days off falls short of one hundred sixteen (116), except that he/she will not again be paid for any day for which he/she was paid at the rate of time and one-half (1 2) under Article 8.09.

****Note 2: An MOA shall be formally developed which provides a twelfth (12th) day off with pay for Support staff. It is understood that this is a monetary improvement that is part of the economic settlement and it shall be effective January 1, 2001. The MOA shall expire on March 31, 2002.***

This MOA shall not affect the way that such Holidays are applied for other employees. I would expect that the Employer would continue to pay Statutory Holidays to other employees as they do now and deal with the entire subject in the next round of negotiations. (directive given by Mediator Grant McArthur)

9.02 Premium Pay for Stats Worked

All employees required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of time and one-half (1-1/2) for the time worked, in addition to their regular monthly pay rate and will have such Statutory Holiday rescheduled in addition to such overtime pay.

9.03 Sick Leave Affecting Statutory Holidays

When an employee has been on sick leave that is inclusive of one (1) or more working days prior to an Employer-scheduled Statutory Holiday and one (1) or more working days following such Employer-scheduled Statutory Holiday, then the Employer-scheduled Statutory Holiday shall become a day to which accrued sick leave credits shall be applied and it shall be rescheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 9.01, Paragraph 3 shall not apply to Employer-scheduled Statutory Holidays rescheduled in accordance with this paragraph. Such rescheduled Statutory Holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

9.04 Work on Scheduled Days Off

Employees required to work on scheduled days off will receive pay at the rate of double time for the time worked in addition to their regular monthly pay rates but will not have the day off rescheduled.

9.05 Stat Entitlement Upon Termination

If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred sixteen (116) days off that his/her period of service in the year bears to a full year.

9.06 Scheduling of Stats

Every effort will be made to schedule such Statutory Holidays, or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

9.07 Stats and Annual Vacation

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

9.08 Vacations

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

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

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

- (b) Employees who work 36 hours per week with one or more years of continuous service shall have earned the following vacation with pay:

- 1 year's continuous service - 144.0 working hours' vacation
- 2 years' continuous service - 144.0 working hours' vacation
- 3 years' continuous service - 144.0 working hours' vacation
- 4 years' continuous service - 144.0 working hours' vacation
- 5 years' continuous service - 151.2 working hours' vacation
- 6 years' continuous service - 158.4 working hours' vacation
- 7 years' continuous service - 165.6 working hours' vacation

8 years' continuous service - 172.8 working hours' vacation
 9 years' continuous service - 180.0 working hours' vacation
 10 years' continuous service - 187.2 working hours' vacation
 11 years' continuous service - 194.4 working hours' vacation
 12 years' continuous service - 201.6 working hours' vacation
 13 years' continuous service - 208.8 working hours' vacation
 14 years' continuous service - 216.0 working hours' vacation
 15 years' continuous service - 223.2 working hours' vacation
 16 years' continuous service - 230.4 working hours' vacation
 17 years' continuous service - 237.6 working hours' vacation
 18 years' continuous service - 244.8 working hours' vacation
 19 years' continuous service - 252.0 working hours' vacation
 20 years' continuous service - 259.2 working hours' vacation
 21 years' continuous service - 266.4 working hours' vacation
 22 years' continuous service - 273.6 working hours' vacation
 23 years' continuous service - 280.8 working hours' vacation
 24 years' continuous service - 288.0 working hours' vacation
 25 years' continuous service - 295.2 working hours' vacation
 26 years' continuous service - 302.4 working hours' vacation
 27 years' continuous service - 309.6 working hours' vacation
 28 years' continuous service - 316.8 working hours' vacation
 29 years' continuous service - 324.0 working hours' vacation

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

Supplementary Vacations

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

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

9.09 Vacation Scheduling and Vacation Pay

Vacation time earned up to July 1st as indicated in Article 9.08 shall be granted as follows:

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

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

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

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

9.10 Splitting of Vacation Periods

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

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

9.11 Choice of Vacation Periods

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

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period but only after all other "first", "second" and "third" vacation periods have been posted. ***Seniority shall also prevail in the same manner for subsequent vacation periods.***

9.12 Vacations Non-Accumulative

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

9.13 Vacation Entitlement Upon Dismissal

Employees dismissed for cause will receive their earned vacation allowance to which they would have been entitled pursuant to Article 9.08 had they not been dismissed.

9.14 Reinstatement of Vacation Days - Call-Back

Employees who have commenced their annual vacation shall not be called back to work, except in

cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have the vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to employees.

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

ARTICLE 10 - CONDITIONS OF EMPLOYMENT

10.01 Unusual Job Requirement of Short Duration

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

10.02 Employer's Notice of Termination

The Employer will give clerical employees twenty (20) days' notice in writing or twenty (20) work days' pay in lieu of notice and Staff Representatives three (3) months' notice in writing or three (3) months' pay in lieu of notice where services are no longer required except for employees dismissed for cause. The period of notice must be for time to be worked and must not include vacation time.

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

Refusal to cross a legally established picket line shall not constitute "cause" for dismissal.

10.03 Employee's Notice of Termination

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

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

employees entitled to eight percent (8%) shall be paid six percent (6%)
employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

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

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

10.04 Employment Abandoned

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

ARTICLE 11 - GENERAL PROVISIONS

11.01 Sick Leave

- (a) Sick leave credits with pay shall be granted on the basis of ten point eight (10.8) working hours' per month, cumulative from the date of employment.

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

- (b) Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be requested to prove sickness to the satisfaction of the Employer. Any employee who fails to comply with this regulation upon request shall be considered as having left the employ of the Employer.

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

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

- (c) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act, when the employee has accumulated sick leave credits.

An employee shall be granted reasonable injury-on-duty leave with pay where it is determined by the Provincial Workers' Compensation Board that he/she is unable to perform his/her duties because of a compensable injury or illness if the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in

respect of such injury, sickness or exposure.

Where an employee has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay will be granted:

- (1) for a period of up to twenty-five (25) days if he/she is awaiting a decision on an application for injury-on-duty leave, or
- (2) for a period of up to fifteen (15) days if he/she has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

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

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

- (e) Sick leave pay shall be computed on the basis of scheduled work days and all claims will be paid on this basis.
- (f) An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

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

- (g) Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of sick leave be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of up to twenty-one (21) work days. Further Leave of Absence periods without pay will be granted upon written request by a medical practitioner. These written requests will be acknowledged in writing. If no written request is received by the Employer within the twenty-one (21) work days from such an employee explaining his/her condition, he/she will be removed from the payroll. The Employer will notify the employee prior to the expiration of the twenty-one (21) day clause of this Section.
- (h) Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of seven (7) work days. Further Leave of Absence periods of seven (7) work days without pay may be granted upon written request. These written requests will be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining his/her condition, he/she will be removed from the payroll.
- (i) All sick leave credits are cancelled when an employee terminates his/her employment except that when an employee transfers from a hospital to the Employer's place of business, his/her sick leave is portable in accordance with Article 6.01(b) except as provided in paragraph (j) below.
- (j) Cash Pay-Out of Unused Sick Leave Credits

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

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

11.02 Maternity, Parental and Adoption Leaves of Absence

(a) Maternity Provisions

Pregnancy shall not constitute cause for dismissal.

Employees shall be granted twenty-seven (27) weeks' maternity leave of absence. Upon request, the employer may grant additional unpaid maternity leave. Such leave shall not be unreasonably denied. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, every effort will be made to transfer her temporarily to a vacant position, the duties of which she is able and capable of performing, subject to the provisions of Article 6, Seniority. In the case that such transfer is unable to be affected, the employee may be required to take unpaid leave of absence.

Medical complications of pregnancy, including complications occurring during the unpaid leave of absence for maternity reasons preceding the period stated by the Unemployment Insurance Act, will be covered by sick leave credits, providing the employee is not in receipt of maternity benefits from the Unemployment Insurance Commission or another wage loss replacement plan.

The Employer may require an employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement, and where possible, the employee shall give seven (7) days' notice prior to the commencement of the maternity leave and shall give seven (7) days' notice prior to return to work.

(b) Maternity Leave Allowance

(1) Eligibility

After completion of six (6) months' continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan appended to this Collective Agreement.

(2) Rate of Allowance

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) For the first two (2) weeks, payments equivalent to ninety-three per cent (93%) of her regular weekly wage; and
- (ii) Up to sixteen (16) additional weeks' payment equivalent to the difference between the

unemployment insurance benefits the employee is eligible to receive and ninety-three per cent (93%) of her regular weekly wage.

- (iii) The weekly wage referred to in subsections (i) and (ii) shall be the employee's hourly rate of pay as set out in the Wage Schedule multiplied by the employee's regular weekly hours of work.
- (iv) The above benefits shall be payable while the employee is on maternity leave, provided that the employee signs an endeavour to return to work following maternity leave for a minimum of six months and provided that the employee signs an assignment of wages to the Hospital Employees' Union so that in the event the employee does not return to work, the Hospital Employees' Union may deduct an amount equal to such wages and benefits from any monies owing to the employee from any source, including from the Retirement Allowance fund.

Alternatively, where an employee does not sign an endeavour to this effect, the above wages and benefits shall be payable upon the employee's return to work and completion of six calendar months' work.

(3) Effective Date - Transitional Period

The provisions of Article 11.02(b), (c) and (d) shall come into force on the date of the signing of this Agreement. Employees on maternity leave on the date this Article comes into force will receive the maternity allowances for the remainder of the period she is eligible to receive unemployment insurance benefits.

(c) Parental Leave and Adoption Leave

Upon request, an employee shall be granted up to six (6) months' parental leave without pay for the purpose of caring for his/her newly-born or newly-adopted child.

In the case of an employee eligible for maternity leave of absence, parental leave shall commence at the conclusion of the first twenty-seven (27) weeks of the maternity leave.

(d) Leave of Absence Affecting Employment

- (1) The service of an employee who is on maternity leave of absence shall be considered continuous for the purposes of seniority accumulation and of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.
- (2) The service of an employee who is on parental or adoption leave shall be continuous for the purpose of seniority accumulation; however, their benefit accumulation shall be consistent with Article 7.03.
- (3) An employee who is on maternity, parental or adoption leave shall in no case be covered by the provisions of Article 15, Transportation Allowance and Other Miscellaneous Expenses.
- (4) An employee who resumes employment on the expiration of maternity, parental, or adoption leave, shall be reinstated in all respects in the position the employee previously occupied and with all increments to wages and benefits to which the employee would have been entitled had the leave not taken place.

11.03 Pay Days

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

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

11.04 Rest and Meal Periods

(a) Rest Periods With Pay

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

(b) Meal Periods

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

11.05 Jury Duty

An employee who is subpoenaed by the Crown for Jury Duty or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work providing this does not exceed his/her regular pay rate.

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

11.06 Medical Coverage

(a) Medical Plan

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

The Employer shall pay 100% of the premium.

(b) Dental Plan

From the initial date of employment, 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 twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$1,850.00 per patient with no runoffs for claims after termination of employment.

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

The Employer shall pay 100% of the premium.

(c) Long-Term Disability Plan

The Employer shall provide a mutually acceptable long-term disability insurance plan.

The plan shall cover post-probationary employees and provide such employees with three-quarter's (3/4) salary continuation to a maximum of Four Thousand Dollars (\$4,000.00) per month until the age of sixty-five (65) in the event of a disability.

The plan shall be as provided in the Addendum, Long-Term Disability Insurance Plan.

The Employer shall pay 100% of the premium.

***Note 3: (Included in back of Collective Agreement)**

***Note 4: LTD Addendum to be included in Collective Agreement.**

(d) Extended Health Care Plan

Effective November 1, 1982, upon the initial date of employment, the Employer shall pay the monthly premiums for extended health care coverage for employees and their families (including common-law spouses) under the Blue Cross plan.

The Plan shall include the following provisions:

- (1) corrective eye wear coverage (\$400.00 maximum) every two years
- (2) hearing aid coverage (\$500.00 maximum)
- (3) **unlimited lifetime benefit**
- (4) no deductible and 100% coverage

11.07 Employment Insurance Coverage

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

11.08 Superannuation

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

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

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

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

11.09 Clothing Allowance

Upon completion of the probationary period, employees may apply for the clothing allowance in the amount of \$735.00 to be used for the purchase of union made apparel made in Canada.

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

The Employer and the Staff Union shall establish a Joint Committee for the purpose of reviewing and recommending any changes to the Dress Code policy.

The clothing allowance will be increased annually in the future on the basis of the CPI.

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

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

11.10 Continuance of Wages and Perquisites

In the event of a strike in the hospital industry, all employees covered by the Hospital Employees' Staff Union Certification will continue to receive their full wages and all benefits as set out in this Collective Agreement.

However, no employees (not including clerical employees) will claim overtime during the duration of a strike in which they are called upon to be involved, provided that no such employee is required to put in more than ten (10) total hours of such involvement in any twenty-four (24) hour day.

11.11 Fines and Legal Costs

The Employer shall pay all fines and/or legal costs assessed against any of its employees covered by

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

11.12 Union Advised of Changes

The Staff Union will be informed in writing of any change contemplated by the Employer which will affect the terms of this Agreement.

11.13 Joint Committee

The Employer and the Staff Union shall establish and maintain a Joint Committee for the purpose of discussing and making recommendations on matters of mutual interest.

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

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

11.14 Moving Expenses

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

- (a) Moving expenses
- (b) Hotel expenses
- (c) Travel expenses
- (d) Per diems
- (e) Long distance telephone calls
- (f) Reasonable travel expenses of the spouse or common-law spouse to enable him/her to view the property

If an employee voluntarily transfers on a temporary basis which would trigger expense coverage under this Article then she/he will be paid the following expenses:

- (1) For the first sixty (60) days 100% of hotel expenses and out-of-town per diems.
- (2) For the next thirty (30) days 50% of hotel expenses and out-of-town per diems.
- (3) For the next thirty (30) days to a maximum of twelve (12) months a living out allowance of \$100.00 per week will be applied.

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

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

11.15 Free Legal Advice

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

11.16 Physical Fitness

The parties agree to create a committee of four (4) members, two (2) from the Staff Union, and two (2)

from the Employer to meet and make recommendations before the beginning of the next round of negotiations.

ARTICLE 12 - RETIREMENT ALLOWANCE

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

At the completion of each fiscal year, the Employer will deposit in a Joint Trust Account in the Vancouver City Savings Credit Union at Arbutus and Broadway, an amount based on the following formula based on the Employer's contribution and the employee's years of service:

Two and one-quarter per cent (2-1/4%) of employee's gross salary for each one (1) to four (4) years of service;

Three and one-half per cent (3-1/2%) of employee's gross salary for each of five (5) to ten (10) years of service;

Four and three-quarters per cent (4-3/4%) of employee's gross salary for each year over ten (10) years of service.

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

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

- (a) Voluntary contributions must be for a minimum period of twelve (12) months commencing January 1st of each year.
- (b) Notification of the employee's intention to discontinue such voluntary contributions will be given to the Employer not later than December 31st in any calendar year.
- (c) Voluntary contributions, when combined with other Registered Retirement Savings and/or Pension Plans, are not to exceed the amounts prescribed by Federal Taxation legislation.

The parties have the right to name their respective trustee.

The Employer shall provide to the trustees an annual statement by February 28th of each year. Such statement shall contain the employee name, anniversary date for retirement allowance purposes, years of service for retirement allowance purposes, applicable annual salary per year of contribution and the amount of Employer's contribution.

The parties agree to instruct their respective trustee to provide to each employee a balance sheet and income statement for the fund as of December 31st for the previous fiscal year. Such statement shall be provided by April 1st of each year.

The parties further agree to instruct their respective trustee, that upon termination, an employee shall receive his/her payout from the fund within fifteen (15) days of his/her request for payout.

ARTICLE 13 - GROUP LIFE INSURANCE

From the initial date of employment, the Employer shall pay the premiums of a group life insurance plan covering employees with \$100,000.00 term insurance coverage.

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

ARTICLE 14 - TELEPHONE ALLOWANCE AND CELLULAR PHONE

The Employer will pay the basic telephone cost for all Staff Representatives.

The basic telephone cost will be the cost of a private or party line plus all charges incurred in the performance of Union business.

The method or procedure of remitting a claim shall be by the submitting of the employee's paid monthly billing to the Financial Secretary with an appropriate indication of the legitimate charges.

All employees on staff at February 28, 1983 who were required by HEU to have a home telephone to conduct HEU business will be paid the basic telephone cost plus the cost of one extension telephone. This is an incumbent only provision. All other employees who are required by HEU to have a home telephone to conduct HEU business will be paid the basic telephone cost only.

Upon request from those employees required by the Employer to use cellular phones on an ongoing regular basis, the Employer will supply hands free equipment.

ARTICLE 15 - TRANSPORTATION ALLOWANCE AND OTHER MISCELLANEOUS EXPENSES

The Employer will provide to all Staff Representatives the transportation needs necessary in the execution of their various specific work assignments. The Employer has the right to determine and authorize accordingly the type of transportation; that is, airplane, railroad, automobile, etcetera, to be used on any given field assignment.

The Employer will provide automobiles and pay the necessary operating (PetroCan credit card), licensing and insurance costs, and any adjustments or increases in costs pertaining thereto, on the following basis:

- (a) The automobiles provided to the Staff Representatives and Directors in the present job area shall be 4-door sedan 1985 Mercury Marquis or equivalent automobiles with the following specifications:

Wheel Base: 105 inches
Length: 190 inches
Engine Size: 2.8 litre, V-6
Passenger Capacity: 6 with bench seats or 5 with bucket seats

In addition, all vehicles shall be equipped with AM radios, automatic transmission, power steering, power brakes, rear defroster, bumper group, dual side mirror, heavy duty suspension, body-side moulding, light group package, pulse heavy duty battery, wheel covers, fire extinguisher, first aid kit.

- (b) Parking violations will be paid by the staff immediately. An invoice received by the Finance Department will be paid (unless the employee has confirmed prior to receipt of the invoice that she/he intends to formally dispute the ticket) and the amount deducted from the employee's next expense cheque.

Miscellaneous expenses for oil, windshield washer fluid and anti-freeze will be reimbursed provided receipts are submitted.

Car washes up to a value of \$15.00 per month (non-cumulative) will be reimbursed provided receipts are submitted.

- (c) Gas will be limited to the vehicle on which the employer pays the insurance. Any exceptions must have prior approval.
- (d) The insurance deductible will be standardized with collision coverage deductible to be \$200.00 and comprehensive coverage deductible to be \$100.00
- (e) Public liability coverage will be standardized at two million dollars (\$2,000,000.00) for all vehicles. If a vehicle is driven by someone other than an employee, the employer will not be responsible for liabilities beyond the standard as set out above.
- (f) When a new job area or undertaking is created, it shall be the right of the Employer to determine if an automobile is necessary to the job.
- (g) Nothing in paragraph (a) shall preclude an employee and the Employer from agreeing to vary the type, size or mechanical specifications of the leased vehicle assigned to his/her job area. Any increases to the lease as a result of variances chosen by the employee will be paid by the employee directly to the lease company.
- (h) Employees entitled to a vehicle pursuant to this Article shall have the right to elect a leased vehicle or the monthly transportation allowance at the beginning of each subsequent lease contract, for the term of the contract.

Transportation allowance will be equivalent to the cost of the lease and maintenance of a vehicle specified in paragraph (a) of this Article.

- (i) Insurance premiums will be paid in the same manner as in the past (cheque provided to employee upon receipt of invoice from insurance company or paid directly on leased vehicles). The maximum payable for the vehicle portion of the insurance will be the level established for the lease vehicle.

Whether an employee who is entitled to a car pursuant to this article opts for a lease vehicle or a monthly transportation allowance, the insurance on the vehicle shall be treated in the same manner.

- (j) An employee who is entitled to a car pursuant to this Article and who is on paid leave of absence, sick leave, vacation, or any combination of these leaves, shall have the right to retain his/her car for a period of six consecutive months. These rights shall also apply to the first twenty (20) days of unpaid leave. These rights shall not apply to employees in receipt of long-term disability benefits.
- (k) Nothing in paragraph (j) shall prevent the Employer and an individual Staff Representative from agreeing to an extension of the time limits contained in paragraph (j). Such individual agreements shall be without prejudice to the Employer or the Union. An employee who loses the right to a car through paragraph (j) of this Article shall have the right to retain the use of the car at his/her expense through reimbursement to the Employer of an amount equivalent to the lease and maintenance cost of his/her car.
- (l) A joint committee of two (2) representatives from the Employer and two (2) representatives from the Staff Union shall meet within three (3) months of the signing of the Collective Agreement to discuss and recommend to the parties the issues surrounding the transportation allowance including, but not limited to, increased premiums, use of gas credit cards, uninsured liability, etc.

All mileage and operating costs of the automobile are to be confined to the Province of British Columbia unless the employee is authorized to take the automobile outside of British Columbia.

With the consent of the Employer, the automobile may be taken outside of British Columbia for personal use provided the employee pays for all gasoline and lease mileage charges in addition to the monthly rebate.

In the event an employee has to use his/her personal car, he/she shall be paid thirty cents (30 cents) per kilometre, no minimum.

The Employer will reimburse employees for all legitimate parking fees, ferry and bridge tolls which accrue while on authorized assignments.

Extraordinary travel and servicing expenses will be paid only when authorized by the Employer.

ARTICLE 16 - PER DIEM ALLOWANCES AND MEAL ALLOWANCE

16.01 For Out-of-Town Work

- (a) Out-of-town shall be defined as any location beyond a radius of 140 kilometres from the office to which an employee is assigned. For the purposes of this Article, the Sechelt Peninsula shall be deemed to be out-of-town.
- (b) Between a radius of 90 and 140 kilometres an employee shall be paid a twenty-five dollar (\$25.00) per diem allowance. If the employee is required to take overnight hotel or motel accommodation, the employee shall be paid a forty-five dollar (\$45.00) per diem allowance.
- (c) Whenever an employee is out-of-town (as defined in paragraph (a)), the Employer shall pay authorized hotel or motel accommodation expenses to such employee upon the tendering of a proper receipt and shall pay a forty-five dollar (\$45.00) per diem allowance for each day the employee is away from home.

16.02 For In-Town Work

- (a) If an employee other than Secretarial is required to work more than one hour beyond his/her normal scheduled daily quitting time, including but not limited to attendance at Local Meetings, a Meal Allowance of twenty dollars (\$20.00) will be paid by the Employer to such employee.
- (b) A twenty dollar (\$20.00) per diem shall be paid by the Employer to employees for their attendance at Arbitration Board hearings, Labour Relations Board hearings, Industry Troubleshooter hearings or in negotiations when such functions occur during the normal hours of work of that employee and are held away from the Employer's office, and where such attendance requires a personal expenditure on the part of the employee which would otherwise have not occurred.
- (c) Should an employee be faced with an extraordinary expense over and above the areas covered in the preceding paragraphs (a) and (b), the past practice shall obtain wherein reimbursement will be subject to the approval of the Financial Secretary of the Employer upon the tendering of a properly receipted bill.

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

ARTICLE 17 - DEFERRED INCOME PLAN

The parties agree to put into place a plan for all employees that will provide employees the option of deferring a portion of their income for a continuous three (3) year period and in the fourth year to take six (6) continuous months off, **or three (3) consecutive months for the purpose of education.** The terms of the plan are set out in the Addendum - Deferred Income Plan.

ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

The parties agree that a joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety regulations made pursuant to the Workers' Compensation Act, and the Workers Compensation (Occupational and Safety) Amendment Act, 1998. The Committee shall be as between the Employer and the Union, and with each party appointing its own representatives. **Each party shall have equal representation with a minimum of two (2) representatives each. The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.**

- (a) Meetings of the Occupational Health and Safety Committee shall be held **monthly**, and more often, if necessary. **Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight tie regular wages to participate in workplace inspections and accident investigations at the request of the committee, pursuant to the WCB Occupational Health and Safety Regulations.**
- (b) Each regional office shall be entitled to its own Occupational Health and Safety member. Regional members of the Committee shall be granted the right to attend the Committee meetings semi-annually. Such meetings shall be scheduled in coordination with staff meetings whenever possible. Regional members of the Occupational Health and Safety Committee shall be granted leave of absence without loss of pay or benefits.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems (including excessive workload) and those which are health or safety related, the right to investigate such complaints and the right to define the problem and make recommendations for a solution. **The Committee shall make a determination and/or recommendation with respect to the foregoing within 45 days of being aware of the issue. If, after twenty-one (21) days following the issuance of recommendations, the Staff Union is not satisfied with the Employer=s response, it may refer the matter for the Industry Troubleshooter for a written recommendation. The Employer confirms that this provision is arbitrable.**
- (d) *Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers= Compensation Board. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, WHMIS, and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.*
- (e) *The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.*
- (f) *Staff Union Health and Safety representatives shall have the right to participate in the monitoring of the safety of the workplace and to accompany Government Inspectors on inspection tours.*

ARTICLE 19 - BULLETIN BOARDS

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Staff Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 20 - AMENDMENTS

Either party desiring to propose changes or amendments to the Wage Schedules or this Agreement shall, during the month of December **2001**, give notice in writing to the other party of the changes and amendments proposed.

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

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

ARTICLE 21 - EFFECTIVE AND TERMINATING DATES

The Agreement shall be effective from April 1, **1999** until March 31, **2002** and shall remain in force from year to year thereafter unless terminated by either party on written notice as served during the month of December, **2001**.

ARTICLE 22 - MEDIATION BOARD

Where either Party has served written Notice of Amendment under Article 20 or Notice of Termination under Article 21 of the Collective Agreement, and where the Parties have bargained collectively in good faith and have made every reasonable effort to conclude a Collective Agreement but have failed to conclude a Collective Agreement or a renewal or revision of it, either Party may elect, by giving written notice to the other Party, to resolve the dispute by referring it to a Mediation Board.

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

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

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

- (a) the need to maintain appropriate relationships in the terms and conditions of employment under other appropriate collective agreements
- (b) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, and the responsibility assumed and the nature of the service rendered
- (c) the need to improve the practices and procedures of and promote collective bargaining between the Parties and furthering harmonious relations between the Employer and its employees
- (d) the degree to which the parties have bargained collectively in good faith and have made every reasonable effort to conclude a collective agreement
- (e) and any other factor that the Mediation Board considers relevant to the matter in dispute.

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

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

The Employer shall be responsible for one-half (2) of the cost of the Chairperson of the Mediation Board and the cost of its Nominee to the Mediation Board. The Staff Union shall be responsible for one-half (2) of the cost of the Chairperson of the Mediation Board and the cost of its Nominee to the Mediation Board.

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

ARTICLE 23 - WAGES AND TERM OF THE AGREEMENT

The term of the agreement shall be from April 1, 1999 to March 31, **2002**.

There shall be a general wage increase of 1%, effective April 1, 2000.

There shall be a general wage increase of 1%, effective April 1, 2001.

***Note 5: (Included in back of Collective Agreement)**

CLASSIFICATION AND WAGE SCHEDULES

- (a) Effective April 1, 1989, the employer and the Union will conduct a joint review of all clerical and secretarial classifications. Any disputes between the parties will be resolved through the grievance procedure of the Collective Agreement.
- (b) Effective April 1, 1989, all Secretary I's shall be moved to the Secretary II wage rate.

Effective April 1, 1989, the Secretary I classification shall be eliminated, and all increments in all other secretarial classifications shall be eliminated.
- (c) Except as provided in the Representative Organizer/Staff Trainee Memorandum of Agreement the Representative I classification is eliminated.

WAGE SCHEDULE

JOB TITLE	APRIL 1/95 HOURLY	APRIL 1/95 MONTHLY
BUILDING SERVICES WORKER	\$19.77	\$2,998.45
SECRETARY II	\$23.18	\$3,515.63
SECRETARY II - SWITCHBOARD	\$23.18	\$3,515.63
ACCOUNTING PAYROLL CLERK	\$23.18	\$3,515.63
ACCOUNTING CLERK FILE CLERK CLERK PHOTOCOPY & MAILROOM	\$23.18	\$3,515.63
CLERK II PHOTOCOPY, MAIL & SUPPLIES	\$24.17	\$3,665.78
SECRETARY III	\$24.77	\$3,756.78
REP/TRAINEE	\$24.52	\$3,825.12
ASSISTANT TO POLITICAL ACTION COMMITTEE	\$24.52	\$3,825.12
DESK TOP PUBLISHING	\$25.49	\$3,976.44
REPRESENTATIVE I	\$27.15	\$4,235.40
ORGANIZER	\$27.15	\$4,235.40
CLASSIFICATION ASSISTANT	\$29.15	\$4,421.08
RESEARCH ASSISTANT	\$29.15	\$4,421.08
ACCOUNTANT	\$29.15	\$4,547.40
OFFICE SYSTEMS MAINTENANCE	\$29.15	\$4,545.84
RESEARCH ANALYST	\$29.81	\$4,521.18
COPYWRITER	\$29.81	\$4,650.36
REPRESENTATIVE II	\$30.40	\$4,742.40
OH&S REPRESENTATIVE	\$30.40	\$4,742.40
CLASSIFICATION REP	\$30.40	\$4,742.40
COMMUNICATIONS OFFICER	\$30.40	\$4,742.40
REPRESENTATIVE III	\$33.36	\$5,204.16
DIRECTOR	\$35.28	\$5,503.68
LEGAL COUNSEL	\$35.28	\$5,503.68

HEU STAFF PAY RATES

ARTICLE 24 - TITLES IN AGREEMENT

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

ARTICLE 25 - EDUCATION LEAVE

The Parties recognize the value of in service both to the employees and employer and shall encourage employees to participate in an in service. All employees scheduled by the employer to attend in service seminars shall receive regular wages.

25.01 B Paid Education Leave

Paid education leave will only be utilized to attend relevant courses which are necessary in skill upgrading and/or training in order to enhance employees' knowledge and abilities in their current position.

Applications for paid education leave shall be submitted giving longest possible advance notice in writing. Applications will not be unreasonably denied.

Paid education leave will not exceed three (3) days per year and shall not accumulate from calendar year to calendar year.

ADDENDUM I - PROTOCOL AGREEMENT - COMPLAINTS INVESTIGATION PROCEDURES

Complaints Investigation Procedures:

Commitment

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

Definition of Harassment

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

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

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

contact of any kind, or sexual demands.

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

Complaints Options

An employee who has a complaint about harassment under the provisions of the Human Rights Act of British Columbia has the following options:

- (a) follow the grievance procedure under Article 4;
- (b) file a complaint with the Human Rights Council;
- (c) refer the complaint to the Complaints Investigation process outlined below;
- (d) initiate criminal proceedings, where appropriate.

Complaints Investigation

An employee who complains of harassment under the provision of the Human Rights Act of British Columbia may refer the complaint to either one or other of the following processes:

- (a) where the complaint pertains to the conduct of an employee within the HESU bargaining unit it shall be referred to Hanne Jensen (Complaints Investigator);
- (b) where the complaint pertains to the conduct of a person not in the HESU bargaining unit it shall be referred to Gwen Brodsky (Complaints Investigator);

When a complaint is received under either (a) or (b) above, the appropriate Complaints Investigator shall, pursuant to Section 112 of the Industrial Relations Act:

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

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

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

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

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

ADDENDUM II - PAY RATE ADJUSTMENT REQUESTS

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

Upon receipt of such advice from the Staff Union, negotiations to resolve Pay Rate Adjustment Requests shall be held as soon as possible between the Staff Union and the Employer or his/her delegated representative. Mutually agreed Adjustments shall be effective from the date the Staff Union advised the Employer in writing of the Pay Rate Adjustment Request.

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

In the event the Pay Rate Adjustment Request is not resolved by negotiation, either party may submit the request to Arbitration by an Arbitration Board comprised of one nominee appointed by each party and a Chairperson appointed jointly by the Parties. By mutual agreement between the Parties only, the Arbitration Board may be comprised of a Single Arbitrator provided that both Parties agree upon the person to act in such capacity.

In the event the parties are unable to agree on a Chairperson within a period of fourteen (14) days from the date of notice of an intention to submit the dispute to Arbitration, either Party may, upon seven (7) days' notice in writing to the opposite party, apply to the Minister of Labour for the Province of British Columbia to appoint such Chairperson.

ADDENDUM III - SAVINGS CLAUSE

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

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

ADDENDUM IV - EARLY RETIREMENT OPTION

HEU and CEP468 agree to establish a Joint Subcommittee for the purpose of a comprehensive investigation of early retirement at age fifty-five (55). The Joint Subcommittee may retain on a cost-shared basis the services of a consultant for this investigation.

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

This Addendum shall be amended effective January 1, 2001 to reflect an amount of seventy-five thousand (\$75,000) which shall be replenished (if needed) every January 1st thereafter. The Joint Committee shall make recommendations regarding specific application of the money by December 31, 2000 or such later date as may be mutually agreed. The Joint Committee terms of reference shall include guidelines as to the application of such monies including (but not restricted to) eligibility (age, years of service etc.), notice requirements and how to divide money if a number of eligible employees apply for the incentive. If the Joint committee cannot finalize the details of the plan by December 31, 2000 (or other mutually agreed date) then either party may refer the matter to Ms. J. Korbin for a binding mediation/arbitration decision.

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

ADDENDUM V - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The parties agree to maintain the Employee and Family Assistance program. It shall be maintained by the joint committee consisting of two (2) Staff Union representatives and two (2)

Employer representatives. The program shall provide for psychological/counseling services. The Employee and Family Assistance program shall be funded by the Employer.

ADDENDUM VI - AFFIRMATIVE ACTION

- (a) The parties will establish a committee composed of two representatives each, within two months of ratification of the collective agreement.
- (b) The mandate of the committee will be:
 - (1) To analyze the employment policies and practices of the Employer with the objective of identifying the possible discriminatory impact of policies and practices on women, visible minorities, disabled people and First Nations people;
 - (2) To develop and monitor the implementation of an Affirmative Action Plan designed to remove possible discriminatory effects of the Employer's employment policies and practices and to develop numerical goals and timetables for recruitment, hiring, promotion and training of target group members for the bargaining unit;
 - (3) To ensure that the Affirmative Action Plan shall deal with, but not be limited to, recruiting, hiring, promotion and transfer policies, training and educational advancement, classification schemes, salary rates and working conditions.
- (c) The committee will meet regularly, at least six (6) times a year.
- (d) The Employer agrees to furnish the committee with the information and reasonable resources necessary to develop the Plan.
- (e) The committee will provide a report to the parties on an effective Affirmative Action Plan, including a timetable for implementation, within twelve months of its establishment.
- (f) The parties agree that the recommendations of the committee will be implemented prior to March 31, 1995.
- (g) The Parties may refer any issue regarding the process, development or implementation of the Affirmative Action Plan to a mediation/arbitration tribunal chaired by S. Kelleher.

ADDENDUM VII - STAFF TRAINING

The parties are committed to providing the highest quality servicing to the members of the Hospital Employees' Union and to that end, the Employer agrees that it will discuss with the Staff Union training programs to improve the quality of service.

ADDENDUM VIII - PRINTING OF THE AGREEMENT

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

ADDENDUM IX - DEFERRED INCOME PLAN

The parties agree as follows:

- (a) This addendum applies to regular employees in the Provincial and Regional offices.
- (b) The purpose of this addendum is to vary and clarify certain terms of the collective agreement in order to introduce the Deferred Income Plan:
 - 1. No employee will receive benefits superior to those negotiated in the collective agreement for his/her category and status because of the enrolment into the Deferred Income Plan;
 - 2. All health and other benefits including, but not limited to: sick leave, vacation leave, uniform allowance, telephone allowance, leased vehicle, and transportation allowance shall be suspended for the period that the employee is off work pursuant to this plan;
 - 3. Employees shall have the option of maintaining their Medical, Dental, Extended Health, and Long-Term Disability benefits for the period off work by reimbursing to the Employer the full cost of the premium of these benefits.
 - 4. Time off under this plan shall be credited to the employee's continuous service.
- (c) Employees wishing to enrol in the Deferred Income Plan will apply in writing a minimum of two (2) months before enrolment stating the percentage of their wages they wish to have deferred and the percentage they wish to have paid.
- (d) For three (3) years, the employees who have been granted enrolment shall be paid a percentage of their wages set out above. At the end of three (3) years eligible employees shall be paid their entitlement of the monies in the Deferred Income Plan fund in *three (3)* or six (6) equal instalments.
- (e) While the fund shall be at no cost to the Employer, the Employer agrees that the plan can be administered and maintained in house and the Employer will absorb the cost of its staff and overhead, but not bank charges or accounting fees, incurred in providing this service. In the event that the administration of the plan is in dispute, the parties will hire a mutually agreed to outside consultant to maintain and administer the plan and the cost of such consultant will be borne by the plan.
- (f) The fund shall be administered by a representative of the Hospital Employees' Staff Union and a representative of the Hospital Employees' Union.
- (g) No more than two (2) Provincial Office Staff members and one (1) Regional Office staff member per Regional Office may enrol in the plan in any one calendar year or be off work in any one six month period.
- (h) The interest earned by the monies in the plan shall accrue to the plan.
- (i) At the end of three years, employees who choose not to take *three (3)* or six (6) months off work shall be paid out their entitlement to the fund in one lump sum.
- (j) The plan shall be subject to approval from Revenue Canada and the Municipal Superannuation Plan.
- (k) The parties shall have further discussion with a view to addressing additional concerns regarding the plan which may arise from time to time. Differences regarding the plan shall be resolved by V. Ready in a process of Mediation/Arbitration.

- (l) Implementation of the Deferred Income Plan shall commence no later than March 31, 1991.

ADDENDUM X - NINE (9) DAY FORTNIGHT

The parties hereto agree each with the other as follows:

- (a) This Addendum applies to the regular full-time clerical employees scheduled to work twenty-six (26) rotations of nine (9) days at seven and three-quarters (7.75) hours per day.
- (b) The purpose of this Addendum is to vary or clarify certain terms of the 1986-90 collective agreement between the parties so that the Nine (9) Day Fortnight can be introduced.
1. No employee will receive benefits superior to those negotiated in the collective agreement for his/her classification and status because of the fact of working a nine (9) day fortnight.
 2. For the purpose of this Addendum, days have been converted into working hours where applicable so that one (1) day shall equal seven (7) paid hours. Example: three (3) days' bereavement leave equals seven (7) hours times three (3) days = twenty one (21) working hours.
 3. Regular full-time employees normally receive 1820 hours' pay in the fifty-two (52) week period commencing from the first scheduled shift in January.

For the purposes of calculating days' off, the employee will receive a minimum of one hundred and sixteen (116) days off in a fifty-two (52) week period commencing with the first scheduled work shift in January.

An employee may work a shift on the three hundred and sixty-fifth (365th) day or three hundred and sixty-sixth (366th) day (in a leap year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled then overtime shall not apply for same.

For the purposes of calculating the employee's hourly pay rate, the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{monthly rate} \times 12}{1820}$$

- (c) The following clause revisions are for administrative clarity and indicate the way in which the Employer will implement the nine (9) day fortnight.

Revisions to the Collective Agreement for the purposes of this Addendum are as follows:

ARTICLE 6 - SENIORITY

6.01(b) Sick Leave

The employee shall be credited with any unused accumulated sick leave from his/her previous hospital employment up to a maximum of eleven hundred seventy (1170) working hours, and shall be entitled to sick leave in accordance with the provisions of Article 11.01 commensurate with his/her accumulated seniority.

ARTICLE 7 - LEAVE OF ABSENCE

7.03 Unpaid Leave Affecting Benefits

Any employee granted unpaid Leave(s) of Absence totalling up to one hundred forty (140) working hours in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and increment step.

Unless otherwise mutually agreed, if Unpaid Leave(s) of Absence exceed one hundred forty (140) working hours in any year, the employee shall not accumulate benefits for any additional hours of unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

7.05 Compassionate Leave

Compassionate Leave of Absence of twenty-one (21) working hours with pay shall be granted to employees in the event of death of a member of the employee's immediate family. This will include parent (or alternatively step-parent or foster-parent), spouse or common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

7.08 Special Leave

An employee shall earn special leave credits with pay up to a maximum of one hundred seventy-five (175) working hours at the rate of three and one-half (3.5) working hours every one hundred forty (140) hours worked.

Special leave credits may be used for the following purposes:

- a) Marriage or equivalent - thirty-five (35) working hours.
- b) Doctor's visits during pregnancy - three and one-half (3.5) working hours per month during pregnancy.
- c) Paternity Leave - seven (7) working hours.
- d) 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 fourteen (14) working hours at one time.
- e) Leave of seven (7) working hours may be added to twenty-one (21) working hours' compassionate leave.
- f) Leave of twenty-one (21) working hours may be taken for travel associated with compassionate leave.
- g) Adoption leave seven (7) hours.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.10 Meal Break and Meal Allowance - Secretarial Workers

Secretarial workers authorized to work two (2) or more hours in excess of seven and three-quarters (7.75) hours in a day will be paid for a meal break at overtime rates and will be provided with a twenty dollar (\$20.00) allowance.

ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

9.02 Premium Pay for Stats Worked

Employees required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of double time for the time worked, and in addition will receive seven (7) paid hours off.

9.07 Stats and Annual Vacation

If a Statutory Holiday occurs within an employee's vacation period, an extra seven (7) working hours' vacation will be allowed for each Statutory Holiday so occurring.

9.08 Vacations

- (b) Employees with more than one (1) year of continuous service shall have earned the following vacation with pay:

1 year's continuous service - 140 working hours' vacation
2 years' continuous service - 140 working hours' vacation
3 years' continuous service - 140 working hours' vacation
4 years' continuous service - 140 working hours' vacation
5 years' continuous service - 147 working hours' vacation
6 years' continuous service - 154 working hours' vacation
7 years' continuous service - 161 working hours' vacation
8 years' continuous service - 168 working hours' vacation
9 years' continuous service - 175 working hours' vacation
10 years' continuous service - 182 working hours' vacation
11 years' continuous service - 189 working hours' vacation
12 years' continuous service - 196 working hours' vacation
13 years' continuous service - 203 working hours' vacation
14 years' continuous service - 210 working hours' vacation
15 years' continuous service - 217 working hours' vacation
16 years' continuous service - 224 working hours' vacation
17 years' continuous service - 231 working hours' vacation
18 years' continuous service - 238 working hours' vacation
19 years' continuous service - 245 working hours' vacation
20 years' continuous service - 252 working hours' vacation
21 years' continuous service - 259 working hours' vacation
22 years' continuous service - 266 working hours' vacation
23 years' continuous service - 273 working hours' vacation
24 years' continuous service - 280 working hours' vacation
25 years' continuous service - 287 working hours' vacation
26 years' continuous service - 294 working hours' vacation
27 years' continuous service - 301 working hours' vacation
28 years' continuous service - 308 working hours' vacation
29 years' continuous service - 315 working hours' vacation

Supplementary Vacations

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-five (35) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy (70) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one hundred five (105) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional one hundred five (105) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one hundred five (105) working hours' vacation with

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

9.10 Splitting of Vacation Periods

Annual vacations for employees with one hundred five (105) working hours vacation or more will be granted in one continuous period but may upon request from the employee be divided into not more than four periods, subject to the approval of the Employer.

Annual vacations for employees with less than seventy (70) hours vacation will be granted in one continuous period.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT

10.02 Employer's Notice of Termination

The Employer will give clerical employees one hundred forty (140) working hours' notice in writing or one hundred forty (140) working hours pay in lieu of notice.

ARTICLE 11 - GENERAL PROVISIONS

11.01 Sick Leave

- (a) Sick leave credits with pay shall be granted on the basis of ten and one-half (10.5) working hours per month, cumulative from the date of employment.
- (b) Sick leave pay shall be paid for the twenty-one (21) working hours or less not covered by the Workers' Compensation Act, when the employee has accumulated sick leave credits.

Cash Pay-Out of Unused Sick Leave Credits

Upon completion of six (6) years of service, employees who terminate shall be paid in cash an amount equivalent to forty (40) percent of unused sick leave credits, to a maximum of eleven hundred seventy (1170) working hours, calculated at the employee's rate of pay at termination.

ADDENDUM XI - RETURN TO WORK

Return to Work Programs

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

Principles Governing the Return to Work Program

The parties agree that:

- a) they are committed to a voluntary safe return to work program that addresses the needs of those able to return to work;***
- b) the program will recognize the specific needs of each individual employee who participates;***
- c) participation in an established return to work program is voluntary for both the***

employee and the employer;

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

Establishing Individual Programs

The Union and the Employer shall each name a representative responsible for dealing with Return to work agreements. The Staff Union representative shall participate without loss of wages. Programs shall be established pursuant to the principles outlined above, and using the following process:

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

Pay and Benefits

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

- a) *Employees who have been approved for Injury-on-duty leave receive full salary and all benefits pursuant to Article 11.01;*
- b) *Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program;*
- c) *Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB or LTD claim receive pay and appropriate premiums for all hours worked in the program. Medical, dental extended health coverage, group life and LTD premiums and superannuation payments are reinstated on commencement of the program and all other benefits are implemented when worked 14.4 hours (14 hours for clerical employees) or more per week;*
- d) *Employees in receipt of LTD benefits are considered disabled and under treatment they will receive pay for all hours worked. The LTD plan will pay for hours not worked at 75% of current salary. Benefits will be reinstated in the same manner as in c) above, except Group Life and Long-Term Disability Insurance plan premiums may continue to be waived as per the LTD provisions.*
- e) *An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Workers' Compensation or Long Term Disability. The period that the employee is involved in a Return to Work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings.*

LETTER OF UNDERSTANDING - WORKLOAD

The HEU and the HESU/CEP Local 468 agree to form a Workload Investigation Committee to conduct an investigation into workload for the staff in the trade union, in particular:

- A. *Define workload in the context of the trade union movement;*
- B. *Identify any necessary and practical solutions;*
- C. *Recommend reasonable mechanisms to handle workload issues as they arise;*

and to provide a report to the principals as to the outcomes and recommendations of the investigation.

The Committee

The committee will consist of three representatives of the HEU and three representatives of the HESU/CEP Local 468 and will be co-chaired. The committee will be convened within one month of ratification of the Collective Agreement to establish a start and end date for the investigation, which shall be no longer than 4 months from start to finish.

The Process

The committee will:

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

It is further agreed that this Letter of Understanding is made on a without prejudice basis, and in no way limits the HEU=s authority to determine the size of the workforce or the HESU=s right to grieve workload issues.

MEMORANDUM OF AGREEMENT

Representative Organizer/Staff Trainee

Preamble:

Whereas the Hospital Employees' Staff Union recognizes the responsibility of the Hospital Employees' Union to hire from within its membership;

Therefore the parties agree to the following:

- (1) The Hospital Employees' Union will have the right to provide a training opportunity to its members. Such opportunity shall be on a supernumerary basis and shall not be covered by this collective agreement.
- (2) Temporary vacancies - servicing

The Hospital Employees' Union may fill temporary vacancies up to 30 days without posting from a roster of HEU members. Such members shall be paid at the rate of the Servicing Representative/ Organizer. The training period and duties of these employees will not be a violation of seniority rights and their employment will not jeopardize the job security of full-time Staff Representatives. These employees will be considered probationary employees and may be terminated for just and reasonable cause.

Relief vacancies shall be filled in a block until the return of the incumbent. All time worked in relief CEP positions shall count towards seniority when promoted to a permanent position in the CEP bargaining unit.

- (3) Permanent vacancies - servicing

The Hospital Employees' Union will have the ability to fill permanent Servicing Representative positions from its membership as follows:

- (a) All Servicing Representative vacancies may be posted and filled at the Servicing Representative/Organizer level.
- (b) All employees hired in the Rep/Organizer level shall be placed on a Servicing Representative career track as follows:
 - (i) Step 1: During the first six (6) months employees will be provided with a training and orientation program that includes theory and practice. During this period, employees will be provided with an appraisal or appraisals of their performance.
 - (ii) Step 2: Upon completion of the training and orientation program, employees will be assigned a regular servicing load that will include responsibility for all servicing matters, except sole responsibility for conduct of regular or non-expedited arbitration and collective bargaining.

Employees in this step of the Servicing Representative career track will be provided with a performance appraisal every three months.

- (iii) Upon the attainment of three (3) successful performance appraisals, the pay rate of the employee will be upgraded to that of the Representative 1. If at the end of two (2) years, the employee has not advanced to Servicing Representative I, the employee shall vacate the permanent position and shall return to his or her previous job.

The pay rate for employees in Steps 1 and 2 of the Servicing Representative career track shall be that of Servicing Representative/Organizer.

- (iv) Employees will advance from Representative I to Representative II only through the posting procedure and there shall be no automatic progression of any kind.
 - (v) Employees at Step 1 and 2 shall be considered probationary employees and may be terminated for just and reasonable cause.
 - (vi) Steps 1 and 2 will not be a violation of seniority rights.
- (4) HEU and HESU/CEP Local 468 agree that the job description of the Staff Trainee Representative/Organizer will be the job description prepared by HEU and presented to HESU.
 - (5) There shall be a maximum of five (5) Representative Organizers/Staff Trainees in the Provincial Office; two (2) in the Vancouver Island Regional Office; one (1) in the Northern Regional Office; one (1) in the Okanagan Regional Office and one (1) in the Kootenay Regional Office.
 - (6) The present incumbents will be assessed on an individual basis and placed on the appropriate step by the Employer commensurate with their past training and experience. Any dispute as to the step placement shall be resolved at an arbitration hearing with a single arbitrator.

MEMORANDUM OF AGREEMENT

Union Bug

The Union will provide HEU with a sample of the HESU bug within sixty (60) days of ratification. If HEU does not have any specific objection to the bug then employees who are members of HESU may put the HESU bug on any document that they produce.

Any dispute under this Memorandum will be resolved through expedited arbitration.

MEMORANDUM OF AGREEMENT

Lay Off

The parties agree that the Collective Agreement shall be interpreted and applied to provide that the junior employee(s) in a job category must be laid off before any senior employee(s) in the same category. This understanding applies across the bargaining unit and across all regions. For example, a senior employee in a particular office cannot be laid off when there is a junior employee working in the same job category elsewhere in the bargaining unit.

MEMORANDUM OF AGREEMENT

Job Sharing

Preamble

This Memorandum of Understanding establishes provision for two regular employees to voluntarily Ajob share@ a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.

A AJob Sharing Arrangement@ refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

Participation

The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate job sharing.

Employees may initiate a request for job sharing in writing.

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

Job sharers will be within the same classification except where mutually agreed to by the Employer and the Union.

For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 6.03 of the Collective Agreement (HESU).

Maintenance of Full-time Positions

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

Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement. The temporary job posting for the position will identify A till incumbent returns. @

A job sharing arrangement may be cancelled on sixty (60) days notice by either the employer or either job sharer and the job sharers will revert to their previous positions.

Schedules and Job Descriptions

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

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

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

Benefits

As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the HESU agreement.

Each employee in a job sharing arrangement will be treated as a part-time employee for benefit and pension purposes such as vacation, sick leave, and special leave.

Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Relief

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

Cancel Agreement

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

NOTES TO COLLECTIVE AGREEMENT ARTICLES:

NOTE 1: *(Article 4) Parties agree to evaluate the effectiveness of the new additions to the troubleshooter list and discuss the appropriateness of their continued listing.*

NOTE 2: *(Article 9) MOA on Twelfth (12) Stat*

NOTE 3: *(Article 11) The Plan shall be amended to provide that the waiting period is five (5) months and the Employer shall pay one half (2) the health care premiums for employees who are on LTD. During the term of the agreement the parties are requested to jointly investigate the possibility of changing the definition of "disability" and the possibility of the Union becoming a Joint Agent in the Plan.*

NOTE 4: *(Article 11) LTD Addendum to be included in Collective Agreement*

NOTE 5: *(Article 23) April 1, 2001, Facility settlement with HEABC (in addition to the April 1, 2001 1%) at the same effective date(s) (up to and including March 31, 2002).*

Signed this ____ day of _____, 2002.

For the Union:

For the Employer:

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APPENDIX A

SUPPLEMENTARY EMPLOYMENT BENEFIT INSURANCE PLAN

- (a) The objective of the Plan is to supplement the employment insurance benefits of workers caused by temporary layoffs due to maternity only.
- (b) The following group(s) of employees are covered by the Plan:
 - All female employees of the Hospital Employees' Staff Union
- (c) Benefits payable under the Plan are a sum which, when combined with gross E.I. benefits and other earnings, equals 93% of the employee's normal weekly earnings.
- (d) The duration of the benefits is 18 weeks.
- (e) The term of the Plan is April 1, 1999 to March 31, 2002.
- (f) Employees disentitled or disqualified from receiving E.I. benefits are not eligible for Supplementary Employment benefit payments.
- (g) The employees do not have a right to Supplementary Employment benefit payments except for supplementation of E.I. benefits during the employment period as specified in the Plan.
- (h) The Plan is financed from the Employer's general revenues. Supplementary Employment benefit payments will be kept separate from payroll records.
- (i) The employee must provide the Employer with proof that she is getting E.I. benefits (or that she is not getting benefits for reasons specified in the Plan).

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

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