

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HEALTH SCIENCES ASSOCIATION**

**OF BRITISH COLUMBIA**

**AND**

**PARAGON ORTHOTIC LABORATORY LTD.**

**May 1, 2007 to April 30, 2013**

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## **ARTICLE 1 - DEFINITIONS**

### ***Appliance Plant***

Refers to the process of fabricating foot orthotic appliances at the Company after the assessment of casts and the writing of work orders. The term refers as well to the physical location in which the process is conducted.

### ***Calendar Month***

The period from any given date in one month to the immediately preceding date one month later (example: March 2 to April 1).

### ***Calendar Statutory Holiday***

Means the actual named day, e.g. December 25 for Christmas Day.

### ***Certification***

Means the Certification awarded by the Labour Relations Board of British Columbia to the Health Sciences Association.

### ***Classification***

Means one of the employee groups listed in the Wage Schedules of this agreement.

### ***Director***

Means the Chief Executive Officer of Paragon Orthotics Laboratory Ltd., as nominated by the shareholders of the Company.

### ***Employee***

Means an employee covered by the certification.

### ***Employer***

Means Paragon Orthotic Laboratory Ltd., named in the certification.

### ***HSA***

Means the Health Sciences Association of British Columbia.

### ***HSA Office***

#300 - 5118 Joyce Street, Vancouver BC V5R 4H1

### ***HSA Steward***

Means employee(s) of the employer designated by HSA to act as local steward(s).

### ***Increment***

Means the gradation of wages within a classification, as set out in the Wage Schedules of this agreement.

### ***Overtime***

Means authorized services performed by an employee in excess of the normal full working day or week as set out in article 22.

**Plant Office**

Refers to the on-site business office of the Company and its associated processes, including administration, cost assessment and writing work orders.

**Scheduled Statutory Holiday**

Means the day scheduled by the employer as the paid day off to be taken on or in lieu of a calendar statutory holiday.

**Seniority**

Is as defined in Article 6.04.

**Spouse**

Means husband, wife, common-law husband or common-law wife. A common law spouse means a man or woman not married to each other, who have lived together as husband and wife for a period of not less than two years.

**Wage**

Means the hourly pay to an employee, exclusive of benefits or premium pay.

**ARTICLE 2 - PURPOSE OF AGREEMENT**

The purpose of the agreement is to maintain a harmonious and mutually beneficial relationship between the employer and its employees and between the employer and HSA, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the agreement.

**ARTICLE 3 - DEFINITION OF EMPLOYEE STATUS & BENEFITS & ENTITLEMENT**

For the purpose of this article, "regularly scheduled" means workdays posted in advance and issued by the employer (reference: Article 21 - Hours of Work).

Employees at the commencement of their employment and at all times will be kept advised by the employer into which of the following categories they are assigned.

**3.01**

**Regular Full-time Employees**

Regular full-time employees are those who are regularly scheduled to work:

- a) Eight (8) hours per day, forty (40) hours per week or equivalent in the appliance plant (as defined in Article 21), or
- b) Seven (7) hours per day, thirty-five (35) hours per week or equivalent in the plant office (as defined in Article 21).

**Benefit Entitlement**

Regular full-time employees accumulate seniority and are entitled to all benefits of this agreement.

**3.02**

***Regular Part-time Employees***

Regular part-time employees are those who are regularly scheduled to work:

- a) A minimum of twelve (12) hours per week or equivalent, but less than forty (40) hours per week or equivalent in the appliance plant, or
- b) A minimum of ten (10) hours per week or equivalent, but less than thirty-five (35) hours per week or equivalent in the plant office.

**Benefit Entitlement**

Regular part-time employees accumulate seniority and are entitled to all benefits of this agreement, except the following benefit will be paid for on a proportionate basis:

- a) Article 27.01, Dental Expenses: the amount to which the employee is eligible to be reimbursed by the employer annually for dental expenses shall be determined as follows:

Employees in the appliance plant; Regularly scheduled is forty (40) hour work week.

Calculation:

$$\frac{\text{Entitlement indicated in Article 27.01} \times \text{regular hours scheduled}}{40}$$

Employees in the plant office; Regularly scheduled is thirty-five (35) hour work week.

Calculation:

$$\frac{\text{Entitlement indicated in article 27.01} \times \text{regular hours scheduled}}{35}$$

Plus an additional amount per child as indicated in article 27.01  
[note: this amount is not prorated]

**3.03**

***Casual Employees***

Casual employees may be employed to work full or partial work days on a continuous or intermittent basis in the following capacities:

- a) sickness relief
- b) vacation relief
- c) relief for regular employees on leave of absence of under three (3) months
- d) for a period of up to three (3) months to meet increased workload.



## Wage Entitlement

- i) A newly-hired casual employee, other than one covered by Article 23 (Returning Employees), shall be paid at the first step of the wage scale for his/her classification and shall be eligible to progress to subsequent steps after working (includes recognition of payment for statutory holidays and vacation) the number of hours equivalent to the required months of service as listed in the provisions of wage schedule 1, and upon meeting the competency requirements outlined in the provisions of the wage schedule:
- ii) A casual employee who becomes a regular employee will be paid the wage schedule rate attained in i).

## Benefit Entitlement

- i) Vacation Pay  
Casual employees are entitled to 4% of gross pay in lieu of vacation and two weeks away from work.
- ii) Statutory Holidays  
Casual employees shall receive a portion of the day's pay (hours worked during previous thirty (30) days divided by number of full time hours worked times rate of pay)  
Casual employees who are required to work on any statutory holiday as outlined in Article 18.01 shall be paid in accordance with Article 18.03.
- iii) Seniority  
Casual employees will be entitled to accumulate seniority in accordance with Article 6.04: Seniority.  
Casual employees will be entitled to use such seniority when applying for vacancies in regular staff positions.
- iv) Grievance and Arbitration  
Casual employees have access to the grievance and arbitration procedures (Reference Article 7 - Grievance procedure, Article 8 - Arbitration).
- v) Other Provisions  
Casual employees shall be covered by the following articles of this agreement:

21	Hours of Work
28	Occupational Health and Safety
29	General Provisions

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

##### **4.01        *General Rights***

The management of the employer's business is vested exclusively in the employer. All functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by the agreement are recognized by HSA as being retained by the employer.

##### **4.02        *Direction of Employees***

The direction of employees, including the hiring, dismissal, promotion, demotion and transfer of employees, is vested exclusively in the employer except as may be otherwise specifically provided in this Collective Agreement.

##### **4.03        *Employer Rules***

Employees shall be governed by rules adopted by the employer and publicised on notice boards, or by general distribution, provided that such rules are not in conflict with the agreement.

#### **ARTICLE 5- HSA RECOGNITION, RIGHTS AND SECURITY**

##### **5.01        *HSA as Exclusive Bargaining Agent***

The employer recognizes HSA as the exclusive bargaining agent for all employees for whom HSA has been certified as bargaining agent.

##### **5.02        *Maintenance of Membership***

Employees covered by the certification who, at the effective date of the agreement were members of HSA, shall maintain their membership in good standing as a condition of continuing employment.

##### **5.03        *Membership of New Employees***

New employees shall become members of HSA on the first day of the calendar month following commencement of their employment and shall maintain membership in good standing in HSA as a condition of continuing employment.

##### **5.04        *Dues Authorization***

Employees shall as a condition of continuing employment authorize deductions from their regular wages of HSA dues, or the amount equivalent to dues.

Failure to authorize such deductions shall constitute cause for dismissal.

**5.05 Dues Check-off and Initiation Fee**

The employer agrees to check-off of HSA monthly dues and initiation fees and shall remit such dues and fees to HSA within twenty-eight (28) calendar days from the date of deduction. Such deduction shall be calculated from the first day of the calendar month following commencement of employment.

**5.06 Membership and Dues Authorization Forms**

The employer shall ensure that Application for Membership forms as well as Dues Authorization forms are signed by new employees at the earliest possible date following their commencement of employment.

**5.07 Amount of Dues and Fees**

HSA shall inform the employer in writing sixty (60) days in advance of any change in the amount of dues or initiation fees to be deducted from each employee.

**5.08 Casual Employees - Dues Check-Off**

If, in a calendar year, the employer deducts from a casual employee either no dues or an amount of dues less than the current initiation fee, the employer will deduct an amount equal to the initiation fee from the employee's first pay cheque in the following year.

**5.09 New, Resigned and Terminated Employees**

The employer shall provide HSA head office and the HSA Steward monthly, with lists of new, resigned and terminated employees, or a system as mutually agreed between the employer and HSA. The list shall specify whether the employees are regular or casual and the date of their commencement or termination of employment.

**5.10 HSA Steward**

- (a) HSA shall advise the employer in writing of the names of HSA Stewards. The employer shall not be required to recognize any Steward until it has been so notified.
- (b) HSA Stewards shall be allowed reasonable time while on duty without loss of wages consistent with the operational requirements of the employer to process grievances under Article 7 of this agreement, to participate and prepare for collective bargaining, and to attend health and safety workshops.

**5.11 HSA Executive Staff**

HSA will inform the employer whenever any executive staff intend to visit the employer. Such meetings will take place at the employer's office or at another mutually agreed location. Such visits will be completed in as short a time as possible so that the normal operation of the employer will not be unduly disturbed.

**5.12 Stewards' Short Term Leave of Absence**

- (a) HSA Steward or designate(s) may apply to the employer in writing for short term unpaid leave(s) of absence when designated to attend official HSA

business functions. HSA will give reasonable notice to minimize disruption of the Company and will make every effort to give a minimum of seven (7) days' notice. The unpaid leave of absence will be granted subject to the employer's ability to maintain the operational needs of the Company and such consent will not be unreasonably withheld.

- (b) Time spent on official HSA business will be granted to a maximum of twenty (20) working days in any year and shall not be counted as unpaid leave of absence for the purpose of Article 19. HSA will reimburse the employer for the full cost of benefits upon receipt of an invoice.

**5.13      *Retention of Benefits***

Time spent by HSA Negotiating Committee members in the preparation and negotiation of a Collective Agreement and time spent by HSA Executive Council members while attending Executive Council meetings, shall not be counted as unpaid leave of absence for the purposes of Article 19, i.e. such leave will not affect the employee's benefits, seniority or increment anniversary date. HSA will reimburse the employer for the cost of such benefits upon receipt of invoice.

**5.14      *HSA Employment***

HSA members appointed or elected to a paid position in HSA shall be granted an unpaid leave of absence up to one year. Unpaid leave of absence in excess of one year may be granted by mutual agreement between HSA head office and the employer.

**5.15      *Legal Picket Line***

Subject to any Labour Relations Board directive, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line established by Paragon Orthotics Laboratory employees or another union the employee will not be subject to disciplinary action by the employer and will be considered to be absent without pay.

**5.16      *HSA Membership Meetings***

The employees agree to conduct their union membership meetings off the premises of the employer.

**ARTICLE 6 - MEDICAL EXAMINATION, PROBATION, ANNIVERSARY DATE AND SENIORITY**

**6.01      *Medical Examination***

When required by the employer, an employee must as a condition of continuing employment, take a relevant medical examination and it shall be at the expense of the employer. Expenses for medical examination will not be borne by the employer when required in the following situations:

- a) for proof of illness under Article 17.
- b) for maternity leave purposes under Article 16.

**6.02**

***Probation***

An employee shall be probationary during his/her first three (3) calendar months continuous employment.

The term '3 calendar months' is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

The parties agree that the probationary period shall be utilized by the employer for the purposes of evaluating new employees in order to determine their overall ability and suitability as employees in their particular position.

Probationary employees shall have the right of grievance and arbitration.

If the employer dismisses a probationary employee the employee shall be reinstated if it is shown that the termination was unreasonable.

By mutual agreement in writing between HSA head office and the employer, the probationary period may be extended.

**6.03**

***Anniversary Date***

If a regular employee is retained following completion of a probationary period, his/her initial date of regular employment with the employer shall be his/her anniversary date for the purpose of determining benefits and increment anniversary date.

**6.04**

***Seniority***

The principle of seniority as defined in this Article is recognized by the employer. Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment; plus any seniority accrued while working as a casual employee of the employer.

Seniority for casual employees is defined as the total number of hours worked by the employee for the employer.

~The employer will provide HSA head office with an up-to-date seniority list of employees once each calendar year.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01**

***Discussion of Differences***

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

**7.02**            ***Resolution of Differences***

The following procedure shall be used for the resolution of differences referred to in 7.01 other than for the dismissal of employees.

**Stage 1**

Within fourteen (14) calendar days of the occurrence of the difference or, where applicable, within fourteen (14) calendar days of when the employee first becomes aware of the difference, the employee shall discuss the difference with his/her immediate supervisor. The employee may choose to have the HSA Steward or designate present. Should a settlement not be reached, then:

**Stage 2**

Within a further seven (7) calendar days of the discussion in Stage 1, the employee shall advise the HSA Steward or designate of the difference, shall write down the details of the difference (which now becomes a grievance) on the prescribed grievance form and shall sign same. The written grievance shall be presented by the HSA Steward or designate to the Director (or designate acting for him) within the aforementioned seven (7) day period.

**Stage 3**

Within fourteen (14) calendar days of receipt of the written grievance, the HSA Staff Representative, with or without the employee present, shall discuss the grievance with the Director or designate.

Within a further fourteen (14) calendar days of the discussion in Stage 3, the Director or designate shall give a written response to the employee and the HSA Staff Representative.

Should the response not achieve a settlement, then within a further fourteen (14) calendar days of the receipt of the written response in Stage 3, HSA, by giving written notice to the employer, may proceed to arbitration in accordance with Article 8.

**7.03**            ***Resolution of Employee Dismissal Disputes***

Within twenty-eight (28) calendar days of the occurrence of the dismissal which is in dispute, a written grievance shall be presented to the Director or his designate. The grievance form shall contain the details of the dispute and will be signed by the grievor.

The dispute shall then be resolved through the procedures outlined in Stage 3 of Article 7.02 - Resolution of Differences.

**7.04**            ***Group or General Grievances***

Grievance of a general or group nature will be put in writing and instituted at Stage 2.

**7.05**            ***Time Limits***

The time limits between steps of the grievance procedure may be extended by mutual agreement in writing between the employer and the HSA head office.

**7.06 Management/Union Committee**

There will be a Management/Union Committee with equal representation from the union and management which will meet on a regularly scheduled basis to address non-grievance or non-contractual issues. It is understood issues raised or discussed by this committee will in no way prejudice the union, the employer or any employees' position.

**ARTICLE 8- ARBITRATION**

**8.01** Either party to this agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to a single arbitrator who shall have the power to determine whether any matter is within the terms of the agreement and to settle the question to be arbitrated.

**8.02** The decision of the single arbitrator shall be final and binding on both parties.

**8.03** The expenses and compensation of the single arbitrator shall be shared equally by the parties.

**8.04** Provided the dispute involved the employer, the employer shall grant leave without loss of pay to:

- a) An employee called as a witness by an arbitration board;
- b) An employee called as a witness by HSA.

**8.05** An arbitrator selected under this article of the agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless the time limit is extended by mutual agreement between the parties.

**ARTICLE 9 - VACANCY POSTING**

**9.01** The employer agrees that when a vacancy occurs for a regular position covered by the HSA certification, the employer will give HSA members at the workplace first consideration in filling a vacancy. Where first considered applicants are not appointed to a vacancy, they will be given a written explanation as to why their application has not been accepted, if the employee so requests.

**9.02** The employer agrees to post notice of vacancies for positions covered by the HSA certification at least seven (7) calendar days in advance of selection. The notice shall be posted where it can be seen by employees.

**9.03** Bargaining unit work will be done only by employees. It is understood, however, that:

- a) The Director or his designate, provides only casual relief for the general office clerk, and
- b) The Manager performs some bargaining unit work only when he/she is scheduled to supervise employees, and

- c) In the event that a full-time or part-time employee is on layoff, the manager will only perform bargaining unit work for the purpose of training skills and quality control to a maximum of four hours per week.

## **ARTICLE 10 - PROMOTION, DEMOTION, TRANSFER OR LAY-OFF**

### **10.01      *Application of Seniority***

In the promotion, demotion or transfer of an employee, capability, performance and qualifications shall be the primary consideration. When such factors are equal between employees, seniority shall be the determining factor.

### **10.02      *Promotional Increase***

A promotion shall not change an employee's increment anniversary date.

### **10.03      *Relieved of Promotion or Transfer***

An employee who requests to be relieved of a transfer or promotion within the first ninety (90) days in the new job shall be returned to his/her former job or a mutually acceptable alternative position without loss of seniority and benefits.

For the first three (3) calendar months in a new position a promoted employee shall be on probation in that position and if unsatisfactory shall be returned to his/her previous classification and salary structure without loss of seniority and benefits.

### **10.04      *Voluntary Demotion***

An employee requesting a voluntary demotion from a higher-rated position under Article 10.03 and who is subsequently demoted to the lower rated position, shall be paid on the increment step of the lower rated position salary structure equivalent to the step the employee would have attained had the promotion not occurred. A voluntary demotion will not change an employee's increment anniversary date.

### **10.05      *Lay-Off in Reverse Order of Seniority***

In event of a reduction in the work force, employees shall be laid off in reverse order of seniority provided that there are available employees with seniority whose capability and qualifications meet the employer's requirements for the work of the laid off employees.

### **10.06      *Retention of Seniority and Benefits on Lay-Off***

Laid off employees with more than one year's seniority shall retain their seniority and benefits for a period of one year and employees with six (6) months or more seniority shall retain their seniority and benefits for a period of six (6) months and shall be rehired on the basis of last off - first on provided their capability and qualifications meet the employer's requirements for the job.

Should an employee with six (6) months or more service be laid off all benefits and seniority will continue to accrue for the first twenty (20) working days. For periods in excess of twenty (20) working days benefits and seniority will not accrue.

Laid off employees failing to report for work of an on-going 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 required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

**10.07 Lay-Off**

a) Where an employee is laid off, the employer shall provide notice or payment in lieu of notice as follows:

<b>Notice</b>	<b>Payment in Lieu of Notice</b>	<b>Length of Employee's Service</b>
1 week	5 days	under three months
2 weeks	10 days	more than 3 months; less than 3 years
3 weeks	15 days	minimum of 3 years; less than 4 years
4 weeks	20 days	minimum of 4 years; less than 5 years
5 weeks	25 days	minimum of 5 years; less than 6 years
6 weeks	30 days	minimum of 6 years; less than 7 years
7 weeks	35 days	minimum of 7 years; less than 8 years
8 weeks	40 days	minimum of 8 years

b) An employee laid off under this Article (10.07) remains entitled to the provisions of Article 10.06.

c) Employees laid-off under Article 10.07 will be recalled as soon as possible to available work in their former position.

**ARTICLE 11 - NEW AND RECLASSIFIED POSITIONS**

**11.01** If the employer creates a new position, the employer shall establish the salary structure and then give written notice to HSA.

If the employer reclassifies a position as a result of a change in job content, the employer shall establish the salary structure and then give written notice to HSA.

When an employee alleges that his/her present job does not properly reflect either the classification, increment, or the wage established by Memorandum of Agreement with HSA and the employer, the employee may process a grievance through Article 7 at Stage 2 of that article. Stage 2 shall commence with the filing of a written grievance, as herein provided.

**11.02** If HSA fails to object in writing within twenty-eight (28) days of receipt of the notice from the employer, the salary structure shall be considered as established.

**11.03** If HSA objects to the salary structure established by the employer, or by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the employee's date of employment in the new position.

**11.04** Failing resolution of these matters by negotiation, within a further twenty-eight (28) calendar days of receipt of notice from the employer, it may be referred to John

Thorne (or a substitute agreed to by the parties) as per Section 103 of the B.C. Labour Code. John (or substitute), 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.

Within a further twenty-eight (28) calendar days of receipt of the written recommendations, where the recommendations are not satisfactory to both parties, these matters may be referred to arbitration in accordance with Article 8. The arbitrator shall have full power to establish the salary structure.

## **ARTICLE 12 - RESIGNATION**

### **12.01      *Resignation - Regular Employees***

Regular employees will make every possible effort to give fourteen (14) calendar days' notice when resigning from the employer's workplace. The period of notice must be for time to be worked and must not include vacation time.

## **ARTICLE 13 - JOB SECURITY AND TECHNOLOGICAL CHANGE**

### **13.01      *Technological Change***

The employer agrees to take all reasonable steps\* so that no employee shall lose employment because of technological change. Normal turnover of employees to the extent that it arises during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of the technological change.

\* Reasonable steps include retraining through on the job instruction, providing courses specific to the change or supporting employees in such applicable instruction as may be offered locally.

### **13.02      *Change in Procedure or Type of Service***

The employer agrees to take all reasonable steps\* so that an employee shall not lose employment because of a change in procedure or type of service offered. Every reasonable effort will be made by the employer to utilize normal turnover of employees, to the extent that it arises during the period in which changes occur, to absorb employees displaced because of such change or changes. However, when necessary to reduce staff due to change in procedure or type of service offered, it will be done as outlined in Article 10.

## ARTICLE 14 - LEAVE – COMPASSIONATE

- 14.01** Compassionate leave of absence of up to three (3) days with pay, as required by a regular employee, shall be granted by the employer upon request of an employee in the event of the death of a spouse, son, daughter, mother, mother-in-law, father, father-in-law, sister, brother, grandparent, grandchild, legal ward, legal guardian, or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- 14.02** Two (2) additional days with pay shall be granted for travelling time outside of Vancouver Island or one (1) additional day with pay for travel on Vancouver Island where the round trip exceeds three hundred (300) kilometres.
- 14.03** Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.
- 14.04** Compassionate leave shall not apply when an employee is on any unpaid leave of absence.

## ARTICLE 15 - LEAVE - COURT DUTY

- 15.01** An employee subpoenaed for jury duty or as a witness shall be placed on leave of absence for the total period of the court duty. All benefits of the agreement continue to accrue during this period of leave of absence.
- 15.02** An employee who is subpoenaed for jury duty or as a witness and placed on leave of absence shall continue to receive his regular pay. The employee shall turn over to the employer any witness or jury fees received as a result of being subpoenaed, providing these do not exceed his/her regular pay, for the period of the leave.
- Notwithstanding the provisions of this article an employee on leave of absence for court duty is not required to turn over to the employer more than five (5) days of witness or jury fees per calendar week.

## ARTICLE 16 LEAVE - MATERNITY/PARENTAL LEAVE

- 16.01** *Maternity and Parental Leave*  
Maternity and parental leave will be granted as outlined in the Employment Standards Act (Part 7).
- 16.02** *Sick Leave Provisions*  
Medical complications of pregnancy shall be covered by sick leave provisions including complications occurring during the unpaid leave of absence for maternity reasons preceding the period stated by the Unemployment Insurance Act.
- 16.03** *Incapable of Performing Duties*  
Pregnancy will not constitute cause for dismissal. If an employee is incapable of

performing her duties prior to the commencement of her maternity leave, she may be required by the employer to take unpaid leave of absence.

**16.04      *Doctor's Certificate***

The employer may require an employee to provide a Doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

**16.05      *Return to Work***

Upon return to work from Maternity or Parental Leave the employee will return to her former previously occupied position, or to a comparable position, and without loss of benefits as required by the Employment Standards Act. (i.e. The services of an employee who is absent from work shall be considered continuous for the purpose 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 where:

- a)      The employer pays the total cost of the plan, or
- b)      The employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

An employee who resumes employment on the expiration of the leave of absence shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

**16.06      *Notice Required***

An employee shall be expected to give as much written notice as possible prior to commencement of maternity or parental leave and at least thirty (30) days written notice of the anticipated date of her return to work.

**ARTICLE 17   LEAVE – SICK**

**17.01      *Criteria for Sick Leave Pay***

- a)      Employees shall be entitled to three (3) paid sick days per anniversary year. All subsequent absences due to sickness shall be without pay except that, should an employee be unable to work for more than three (3) consecutive work days due to sickness, the employer will pay the employee at his/her full daily wage for the fourth (4th) and up to and including the twelfth (12th) consecutive working day of such an absence. Sick pay is conditional upon the employee providing the employer with a Doctor's confirmation of sickness.
- b)      An employee who has qualified for benefit under this provision must return to work and remain at work for a minimum of twenty (20) working days before qualifying for benefit for another period of sickness.

However, if such an employee returns to work and is unable to continue for twenty (20) working days due to a recurrence of or complications from the

illness, he/she will be eligible to be paid the balance of the benefit.

- c) As a recognition of employees who use no sick leave, three (3) days will be paid annually to any employee who has taken no sick leave during his/her anniversary year. To be eligible for the day's pay an employee must have taken no paid or unpaid days of sick leave in the year previous to his/her anniversary date. Eligibility for this benefit will be determined on his/her anniversary date.

The benefit will be paid in the first pay period following the employee's anniversary date.

**17.02      *Accident or Hospitalization***

In the case of an absence due to hospitalization, injury resulting from a non-occupational accident, or serious illness requiring continuing medical care outside hospital, the employer will pay the employee his/her full daily wages as in Article 17.01, but from the first working day of absence up to and including the twelfth (12th) consecutive working day of absence.

**17.03      *Qualifying Time***

If an employee terminates his/her employment before completing three (3) months of service, any sick leave with pay used during the first three (3) months will be refundable to the employer.

**17.04      *Notice to Employer***

An employee unable to attend work due to sickness must make every reasonable effort to inform the employer of his/her absence as far in advance as possible.

**17.05      *Proof of Sickness***

Employees who are absent from duty because of sickness may be required by the employer to prove sickness.

**17.06      *Benefits Accrued***

When an employee is on sick leave, all benefits of the agreement shall continue to accrue.

**17.07      *Leave - Workers' Compensation***

- a) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and he/she is unable to perform his/her duties by reason of the compensable injury which occurred while employed by the employer. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

b) Reimbursement to Employer

The employee shall pay to the employer any amount received by him/her for loss of wages in settlement of any claim for which wages have been paid for by the employer.

c) Benefit Entitlement

When an employee is on a WCB claim all benefits of the agreement will continue to accrue. However, an employee off work on WCB claim shall receive wages and benefits equalling but not to exceed his/her normal entitlement had he/she not suffered a compensable injury. Statutory holidays and vacations will not accrue during the period of a WCB claim. However, unused vacation credits accrued in previous vacation years shall not be lost as a result of this clause.

d) Approval of Claim

When an employee is granted sick leave with pay and Worker's Compensation 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.

e) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

**ARTICLE 18 LEAVE - STATUTORY HOLIDAYS**

**18.01 Statutory Holiday Entitlement**

Each employee shall receive a paid day off, on or for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government.

<i>New Year's Day</i>	<i>Canada Day</i>	<i>Christmas Day</i>
<i>Good Friday</i>	<i>Labour Day</i>	<i>Boxing Day</i>
<i>Victoria Day</i>	<i>Thanksgiving Day</i>	<i>B.C. Day</i>
<i>Remembrance Day</i>		

Regular part-time employees will receive statutory holiday pay based on the following formula:

$$\frac{\text{days paid (*) per anniversary year (excluding overtime)} \times 10 \times \text{regular pay}}{261}$$

\* includes leave without pay up to twenty (20) days (Reference Article 19.02 - Unpaid Leave).

**18.02**      ***Statutory Holiday Falling Within a Vacation***

If a calendar or scheduled statutory holiday falls within an employee's annual vacation, he/she shall receive an extra paid day off.

**18.03**      ***Work on a Calendar Statutory Holiday***

If an employee is required to work on any calendar statutory holiday as outlined in Article 18.01, the employee shall be paid at double (2x) rates for all hours worked, and in addition will receive another day off with pay as a holiday.

**18.04**      ***Work on a Rescheduled Statutory Holiday***

Employees working on a rescheduled statutory holiday with sufficient notice (in excess of seven (7) calendar days) shall be paid at regular straight time rates, and shall receive another day off with pay as a holiday.

**18.05**      ***Scheduled Statutory Holiday Rescheduled with Insufficient Notice***

18.05.01      If an employee is required to work a scheduled statutory holiday and is not given at least seven (7) calendar days advance notice of the change of schedule, he/she shall be paid time and one-half (1 1/2 x) for all regular hours worked on that day.

18.05.02      If the resulting short-scheduled day of work coincides with a calendar statutory holiday, the employee shall receive double time (2x) for all hours worked.

18.05.03      In both cases referred to in 18.05.01 and 18.05.02, employees are entitled to another day off with pay as a rescheduled statutory holiday.

**18.06**      ***Lieu Day Off***

Where, under 18.03, 18.04 or 18.05, it is necessary to schedule another day off with pay, that day shall be scheduled at a mutually agreed time between the employer and employee.

**ARTICLE 19 LEAVE - UNPAID**

**19.01**      Requests for unpaid short-term or extended leave of absence shall be made in writing to the Director or his designate. Every reasonable effort shall be made to grant the request, with due regard to operational requirements at the time of the leave and if there are other qualified employees available to do the work of the employee requesting the leave. Reasonable notice requesting leave of absence shall be given by the employee. The employer shall inform the employee, in writing, within a reasonable period, of the acceptance or refusal of the request. If there are other qualified employees available to do the work of the employee requesting leave, the leave should be granted.

**19.02**      Any employee granted unpaid leave(s) of absence totalling less than twenty-one (21) working days in any year shall continue to accumulate all benefits. Any excess over twenty (20) working days shall be deducted from service in the computation of

benefits.

**19.03.01** Requests for unpaid leave of absence to participate in HSA contract negotiations or arbitration proceedings as outlined in Article 8 shall be made in writing to the immediate supervisor, and shall be granted by the employer.

## **ARTICLE 20 LEAVE - VACATION**

### **20.01 Cut-Off Date**

The employee's anniversary date shall be the cut-off date for the annual accrual of vacation entitlement.

### **20.02 Termination of Employment**

When a regular employee terminates employment, the employer will pay for vacation entitlement accrued to the date of termination, less vacation pay already received. Includes leave without pay up to twenty (20) days (Reference Article 19.02).

### **20.03 Vacation Earned During Vacation**

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

### **20.04 Vacation Qualifying Time**

Vacation entitlement accrued to the anniversary date (inclusive) shall be taken prior to January 1st in the following year unless otherwise required by operational necessity or unless requested by an employee and approved by the employer.

Requests by employees to take their vacation leave prior to their anniversary date shall be granted by the employer unless otherwise required by operational necessity. If the employee terminates prior to their anniversary date then the employer shall be reimbursed by the employee for such advanced vacation pay.

### **20.05 Annual Vacation Entitlement**

Regular employees will be entitled to a paid vacation away from work, when the qualifying year(s) of service are attained before their anniversary date as follows:

10 work days after 1 year of continuous service  
15 work days after 3 years of continuous service  
20 work days after 8 years of continuous service  
22 work days after 13 years of continuous service  
25 work days after 20 years of continuous service

Regular part-time employees will receive vacation pay based on the following formula:

$$\frac{\text{days paid (*) to their anniversary date inclusive} \\ \text{(excluding overtime) x yearly vacation entitlement}}{\text{x regular pay}}$$

261

(\*) includes leave without pay up to twenty (20) days (Reference: Article 19.02)



**20.06**

***Vacation Scheduling***

Vacations shall be scheduled according to the following provisions:

- a) i) Two consecutive weeks vacation shall be granted to every employee so desiring within the months of May to September inclusive.
- ii) Seniority shall be the determining factor for each vacation period selected where employees select the same vacation time.
- b) Where the employee does not desire two consecutive weeks vacation within the months of May to September inclusive, the employee shall be granted two (2) consecutive weeks of their choice, unless their choice would unduly interrupt employer services. Vacation exceeding two weeks duration may be granted by mutual consent of the employer and the employee.
- c) Following consultation with the employees, a vacation schedule shall be posted on the bulletin board no later than May 1 in each calendar year. The vacation schedule will list each employee by name, their vacation entitlement and when they are scheduled to take their vacation. Employees must apply within two (2) weeks after posting of the schedule in order to exert seniority rights for their selection.
- b) Employees may exchange their selected vacation provided there are qualified employees available and provided the employee has not been paid. At least five (5) working days notice are required.

**ARTICLE 21 HOURS OF WORK**

**21.01**

***Regular Full-Time Employees***

Regular full-time employees are scheduled to work:

- a) Eight (8) hours per day, forty (40) hours per week exclusive of meal periods, or a mutually agreed equivalent, in the Appliance Plant.
- b) Seven (7) hours per day, thirty-five (35) hours per week exclusive of meal periods, or a mutually agreed equivalent, in the Plant office.

Regular full-time employees will work either:

- i) Monday through Friday inclusive, with Saturday and Sunday as their days away from work, or;
- ii) Tuesday through Saturday inclusive, with Sunday and Monday as their days away from work.

Recent practice has been to have employees work a Monday to Friday work week. There is no intention to change this practice at this time.

**21.02**      ***Consecutive Hours***

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

**21.03**      ***Work Hours***

The hours of work shall be scheduled between 0730 and 1700 hours.

**21.04**      ***Schedule Posting***

The employer shall post the time of on-duty and off-duty days, including scheduled statutory holidays, at least seven (7) days in advance and where possible every effort will be made to post, fourteen (14) calendar days in advance.

Should the employer change the work schedule and not give seven days notice in advance to the affected employees of the change in schedule, then the employee(s) so affected shall be paid at the applicable overtime rate for all time worked on the first day of the changed work schedule.

**21.05**      ***Meal Period***

A minimum meal period of 1/2 hour shall be scheduled during each full work day. If an employee is recalled to duty during meal time, additional time shall be provided later in the work day.

If an employee is directed by the employer to remain at his/her work area during the meal break and is not given compensatory time off later in the work day, the meal break will be paid for as overtime.

**21.06**      ***Rest Periods***

Employees working a full day shall receive one rest period in each half of the day. Employees working less than a full day and a minimum of four (4) hours shall receive one (1) rest period. Employee rest periods shall be of fifteen (15) minutes duration.

**21.07**      ***Minimum Requirement***

Any employee reporting for work at the call of the employer and then no work is provided, shall nevertheless receive two (2) hours pay for so reporting, or in the case where an employee has commenced work, the employee shall receive a minimum of four (4) hours pay.

**ARTICLE 22 - OVERTIME**

**22.01**      ***Authorized Overtime***

All overtime must be authorized by the employer. The employer shall post a list of personnel authorized to approve overtime.

**22.02**      ***Voluntary Overtime***

All overtime will be performed on a voluntary basis.

**22.03**      ***Overtime Request***

The employer will provide the employees with as much advance notice of their overtime request as possible. Overtime will be first offered to the most senior

employee qualified to perform the work available. The employees recognize that the employer has valid business reasons for requesting the overtime and assure the employer that there will be no concerted effort made to refuse overtime.

**22.04 Overtime Record and Payment**

A record shall be kept of authorized overtime worked by each employee. At the option of the employee, overtime shall be taken as pay or an equivalent in time off. Time off for overtime shall be taken at a time mutually agreed to by the employee and the employer. Subject to operational requirements, the employer will make a reasonable effort to allow time off when requested by the employee. If a mutually agreed time cannot be determined during the calendar year for the time to be taken, then the employee will be paid out in cash for the time owing at December 31 in each year.

**22.05 Overtime Rates**

22.05.01 Overtime at the rate of time and one-half (1 1/2) will be paid on the following basis:

- a) For the first three (3) hours in excess of eight (8) hours in one (1) day.
- b) For the first eight (8) hours in excess of forty (40) hours in one (1) calendar week.
- c) For the first three (3) hours worked on:
  - i) An employee's scheduled day off.
  - ii) An employee's meal break (where compensatory time was not given later in the work day).

22.05.02 Overtime at the rate of double (2x) time will be paid on the following basis:

- a) For all hours in excess of eleven (11) hours in one (1) day.
- b) For all hours in excess of forty-eight (48) hours in one (1) calendar week.
- c) For all hours worked in excess of three (3) hours worked on an employee's scheduled day off.
- d) For work on Sundays.
- e) For all hours worked in excess of eight (8) hours on a scheduled statutory holiday rescheduled with insufficient notice (Reference: Article 18.05.01).

**ARTICLE 23 - RETURNING EMPLOYEES**

An employee who has resigned from Paragon Orthotic Laboratory Ltd., and who is rehired after no more than two (2) years from the effective date of resignation, will be assigned the same increment step that he/she occupied at resignation.

The first day of re-employment shall become his/her increment anniversary date.

## ARTICLE 24 - RELIEF

### **24.01**      *Substitution Pay*

When the Manager or Assistant Manager is absent for one half (1/2) of one (1) working day or more, the most senior employee (Reference Article 24.03) who is qualified to substitute for the Manager or Assistant Manager shall be delegated this responsibility and shall receive a premium of \$0.50 per hour, for the time delegated the extra responsibility.

### **24.02**      *Eligibility*

A list of employees eligible to substitute for the Assistant Manager will be posted by the employer on the bulletin board.

### **24.03**      *Most Senior Qualified Employee*

For the purpose of Article 24.01, the most senior qualified employee shall mean the employee with the most seniority who possesses full knowledge of the production process.

### **24.04**      *Temporary Transfer*

In cases where an employee is required to transfer temporarily to a lower rated job, such employee shall incur no reduction in pay rates because of such transfer.

## ARTICLE 25 - MEMORANDUMS

**25.01.01**      All separate Memorandums shall form part of the Collective Agreement.

## ARTICLE 26 - JOB DESCRIPTIONS

**26.01**      The employer shall provide HSA with job descriptions for jobs in the Company which are covered by the certification. All HSA jobs will have job descriptions. The job description will reflect the job duties of each employee.

**26.02**      Employees shall have input and access to their job descriptions and will receive copies of the completed job description.

## ARTICLE 27 - HEALTH AND WELFARE COVERAGE

### **27.01**      *Dental Expenses*

The employer shall reimburse an employee, on the presentation of receipts, for expenses incurred in dental treatments for the employee him/herself and his/her spouse, son(s) and daughter(s) to a maximum of (\*) per year per employee, plus an additional (\*\*) per child (e.g., Maximum yearly benefit to an employee with two (2) children shall be (\*\*\*) in each full year following his/her first anniversary date. This coverage shall be prorated for part time employees and for partial years of work. During an employee's first year of service, the employee's entitlement shall be on a

prorated basis, according to the following formula: number of months worked/ twelve (12). However, the employee shall not be entitled to submit receipts and be reimbursed until he/she has completed six months of service.

	May 1 2007	May 1 2008	May 1 2009	May 1 2010	May 1 2011	May 1 2012
*	800	825	850	875	900	925
**	250	275	300	325	350	375
***	1300	1375	1450	1525	1600	1675

**27.02 Medical Coverage**

The employer shall pay one hundred percent (100%) of the monthly premium for medical coverage for employees and their dependents under a plan approved by the Medical Services Commission of B.C.

Membership in the plan is a condition of employment for employees, unless the employee is a member or dependent of a member of another approved medical plan and he/she chooses not to enrol on the employer's plan. Eligible employees must join the plan after three (3) calendar months' employment.

**27.03 Extended Health Coverage**

The employer shall pay the monthly premium for extended health benefits coverage for employees and their dependents. Pacific Blue Cross shall be the carrier - see Appendix A for coverage description. Membership in the plan is a condition of employment for employees, unless the employee is a member or dependent of a member of another approved extended health plan and he/she chooses not to enrol on the employer's plan. Eligible employees must join the plan after three (3) calendar months of employment.

The employer will provide a brochure outlining the coverage of the medical plan.

**27.04 Eye Care Expenses**

The Employer will reimburse a regular employee, on presentation of receipts, for costs associated with obtaining prescription eyewear, including eye exams, for the employee or the employee's child to a maximum of \$180 per every two years for the employee and \$180 per every two years for each child.

**27.05 Casual Benefit Coverage**

A casual employee who works the equivalent of 3 months in a 12 month period will be entitled to 10% of the dental benefits of the Collective Agreement with an additional 2.5% in benefits each year after that up to the maximum of the dental benefits provided.

## ARTICLE 28 OCCUPATIONAL HEALTH AND SAFETY

### 28.01 *Promotion of Safe Workplace*

The parties to this agreement agree to cooperate in the promotion of safe work habits and working conditions.

### 28.02 *Protective Wear*

When it is necessary for an employee to wear protective devices (goggles, safety masks, gloves, etc.), the employer shall be responsible for their provision.

### 28.03 *Occupational Health and Safety Committee*

There will be HSA representation on the Occupational Health and Safety Committee which will be established in accordance with and governed by the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

### 28.04 *New Materials*

All new materials used shall be inspected as safe by the appropriate agency and under the WCB requirements. The union will be provided with a list of new materials used in the production of orthotics.

## ARTICLE 29 GENERAL PROVISIONS

### 29.01 *Documentation of Employee Evaluation and Records*

#### a) Performance Evaluation

When formal written evaluation is carried out the employee will be made aware of the evaluation and will signify in writing, that she/he has seen it. A copy of the evaluation will be given to the employee. If an employee disagrees with the evaluation, then the employee may object in writing and the objection will be attached to the evaluation that is retained by the employer.

#### b) Employee Access to Files

An employee will be entitled upon reasonable notice, access to her/his personnel file and without limiting the generality of the foregoing, will be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee will be made aware of all such evaluations, censures, letters and reports and upon written request will be provided with copies of the same.

#### c) Any employee who disputes a censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof will become part of the employee's personal record with such amendments or deletions that may be requisite.

- d) Upon request of the employee all records of any disciplinary action by the employer will be removed from the employee's file and destroyed two (2) years after the date of the incident, provided that no further disciplinary action has occurred in the intervening period.

**29.02 Pay Cheques**

Employees shall be paid by cheque, subject to the following provisions:

- a) Employees shall be paid every second (2nd) Thursday, during the normal operating hours of the Plant office.
- b) The statements given to the employees with their pay cheques shall include designation of statutory holidays paid, other adjustments including overtime, and an itemization of all deductions.
- c) The pay for a vacation period to which an employee is entitled shall be paid to the employee on request not more than seven (7) calendar days before the commencement of the vacation period.
- d) Union dues contributions will be listed on each employee T4 slip.

**29.03 Travelling for Employment Purposes**

Employees are not required by the employer to use their own vehicle to travel for employment purposes.

**ARTICLE 30 - COPIES OF THE COLLECTIVE AGREEMENT**

- 30.01** The employer will make available copies of the Collective Agreement in printed form to all of its employees. The cost of printing will be shared equally between the employer and HSA.

**ARTICLE 31 - AMENDMENTS - EXPIRATION OF COLLECTIVE AGREEMENT**

- 31.01** -If either the employer or HSA wishes to propose amendments to this agreement, the party proposing such amendments will notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the agreement.

**ARTICLE 32 - EFFECTIVE AND TERMINATING DATES**

- 32.01** This agreement shall be effective from May 1, 2007 and shall remain in force and be binding upon the parties until April 30, 2013 and from year to year thereafter unless terminated by either party on written notice served during the month of January 2013.
- 32.02** It is agreed that the operation of Subsection 2 and 3 of Section 50 of the Labour Code is excluded from the agreement.

**PROVISIONS OF THE WAGE SCHEDULE**

**1. Wage Schedule**

The attached wage schedule for specified groups of employees and for specified classifications within those groups, shall for the period of the agreement be standard wage schedules for all employees falling within those groups and classifications.

Incumbent and/or new employees who do not fall within the said specified groups and classifications of the wage schedules contained in this agreement shall be covered in each instance by separate memorandums to be negotiated from time to time during the life of this agreement by the employer and HSA. In the event of no settlement being reached in such negotiation, the dispute shall be dealt with according to Article 11.04.

Equivalent in Hours for full time employees:

Wage Step	Months' Service	Fabricator	Clerk
1	0	0	0
2	6	1044	913.5
3	12	2088	1827.0
4	18	3132	2740.5
5	24	4176	3654.0
6 (Effective May 1, 2003)	60	10440	N/A

Equivalent in hours for part time and casual employees:

Wage step	Fabricator	Clerk
1	0	0
2	925	805
3	1850	1610
4	2775	2415
5	3700	3220
6	9250	N/A

1

**1.01 Wage Increase and Effective Dates**

- May 1, 2008           \*Cost of living adjustment (minimum 2.0% increase)
- May 1, 2009           \*Cost of living adjustment (minimum 2.0% increase)
- May 1, 2010           \*Cost of living adjustment (minimum 2.0% increase)
- May 1, 2011           \*Cost of living adjustment (minimum 2.0% increase)
- May 1, 2012           \*Cost of living adjustment (minimum 2.0% increase)

- COLA will be based on the CPI as published by Statistics Canada for Victoria BC.



1.02

**Fabricators and General Office Clerk - Wage Schedule (hourly)**

	April 30, 2007	May 1 2007	May 1 2008	May 1 2009	May 1 2010	May 1 2011	May 1 2012
Step 1	12.04	12.04	*	*	*	*	*
Step 2	13.58	13.58	*	*	*	*	*
Step 3	15.24	15.24	*	*	*	*	*
Step 4	17.13	17.13	*	*	*	*	*
Step 5	19.25	19.25	*	*	*	*	*
Step 6 (Sr. Fabricator)	19.75	19.75	*	*	*	*	
* Wage to be determined as per Article 1.01 of the wage schedule.							

1.03 **Lead Hand Premium**

The lead hand position shall be paid at \$.50 per hour in addition to the Senior Fabricator wage.

**EXTENDED HEALTH CARE PLAN**

**Participation Requirements**

Minimum size groups for basic plan only – six (6) members.

Minimum size groups for basic plan with options - twenty-five (25) members.

Participation:

- groups 6 to 10 - 100%
- groups 11 to 24 - 90%
- groups 25 and over - 75%

The employer agrees to sign eligible employees up in the plan and to issue a brochure outlining coverage in the plan to all eligible employees.

The plan will cover:

- a) all eligible members of a participating group;
- b) their husbands or wives;
- c) any unmarried child of a covered member to age 21 provided such person is mainly dependent on and living with the covered member or the spouse;
- d) any unmarried child of a covered member to any age provided the child is in full-time attendance at a recognized school, college or university;
- e) any unmarried mentally or physically handicapped child of a covered member to any age, provided such person is mainly dependent on and living with the covered member or the spouse.

You must be prepared to prove that such persons claimed as dependents are actually dependent upon you.

## **Benefits**

The benefits hereunder do not cover any benefits for which provision is made under or pursuant to the Medical Services Act or any amendment to those provisions from time to time (hereinafter referred to as the Basic Medical Plan), or the BC Pharmacare Plan.

The following are classed as eligible expenses when incurred as a result of necessary treatment of illness or injury and where applicable when ordered by a physician.

1. Charges for prescribed drugs, medicines, purchased from a pharmacy. (Not including drugs or medicines required or to be used for contraceptive purposes or medicines that can be bought without a prescription.)
2. Cost of ambulance service in an emergency including transportation by railroad, boat or airplane, or in an acute emergency by air-ambulance, from the place where the injury or sickness occurs to the nearest acute general hospital and return fare, including the round trip fare for one attending person (Doctor, nurse, first-aid attendant), where necessary. Transportation arranged after waiting for hospital accommodation for a condition not requiring immediate attention or transportation arranged at the patient's convenience are not eligible expenses.
3. Fees of a registered nurse, not related to the covered person by blood or marriage, nor an employee of the hospital, for special duty nursing in acute cases. Such nursing services to be recommended by a duly qualified physician. "Acute Cases" means conditions having a sudden onset with a sharp rise and a course less than sixty (60) days but does not include conditions due mainly to chronic illness, alcoholism, mental illness, drug addiction, tuberculosis, or infirmity.
4. Fees of a member of the Association of Physiotherapists and Massage Practitioners of British Columbia.
5. Fees of Podiatrist up to a maximum of \$200 per person per year or \$500 per year for members of the same family. X-rays taken by a podiatrist will not be covered.
6. Fees of a Chiropractor up to \$200 per person per year or up to a total of \$500 per year for members of the same family. X-rays taken by a Chiropractor will not be covered. (Order of a physician is not necessary.)
7. Fees of a Naturopathic Physician up to \$200 per person per year or up to a total of \$500 per year for all members of the same family. X-rays taken by a Naturopathic Physician will not be covered. (Order of a physician is not necessary.)

Note: Eligible expenses covered under items 3, 4, 5, 6 and 7 shall not include any amounts paid or provided for by the Basic Medical Plan.

8. Out of Province Emergencies.
  - a) Physician's services; reasonable charges for physician's services required in the event of an emergency while travelling or on vacation outside of British Columbia, less any amounts paid or payable by the Basic Medical Plan.
  - b) Hospital charges: In the event of an emergency while travelling or on vacation,

the total amount of the hospital room charge over and above that covered by BC Hospital Programs. This includes private or semi-private rooms and short-stay charges as well as hospital co-insurance.

9. Charges for oxygen, blood or blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces, or orthopaedic shoes. Orthopaedic shoes are limited to one (1) pair per person; replacements are covered only when necessary due to normal wear (must be prescribed by a licensed medical practitioner).
10. Cost of rental, or where more economical, purchase of durable equipment for therapeutic treatment and including wheelchairs and hospital beds, electric wheelchairs are covered only when a Doctor certifies the patient is incapable of operating a manual wheelchair (i.e. paraplegic).
11. Fees of a dentist (up to a maximum stated in the current C U & C dental fee schedule) for repairs to natural teeth including replacement, when injury is sustained to such natural teeth by extra oral accidental means and while the person is covered by this plan and when such treatment occurs within one (1) year of the date of the accidental injury. (Less any amounts paid or payable by a dental care plan.) Orthodontia services are not covered under the plan.
12. Hospital charges made by an approved acute general hospital in British Columbia for co-insurance and short stay charges, and when actually occupied, the additional charge for private or semi-private room (not including rental of telephone, TV, etc.).
13. Charges made by a physician for a medical examination required by a Government statute or regulation for employment purposes, provided such charges are not covered by the employer under a Collective Agreement and provided no claim has been made under the Basic Medical Plan.
14. Cost of hearing aids for children under sixteen (16) years of age, when prescribed by a Certified Ear, Nose and Throat Specialist to a maximum of \$300 in a five (5) year period. Repairs, maintenance, batteries or other accessories will not be covered.
15. Fees of an approved licenses acupuncturist (Medical Doctor's only) to a limit of \$100 per person per year, when services are provided in British Columbia.
16. Fees of a Speech Therapist for children under sixteen (16) years of age, when prescribed by a specialist, to a maximum of \$100 per year.
17. The cost, up to a maximum of \$100 in any twelve (12) month period, for one (1) hairpiece for a person under the age of sixteen (16) years where such hairpiece is required as a result of hair loss sustained in a cancer program.

#### ***DEDUCTIBLE AND AMOUNT OF REIMBURSEMENT***

Some plans vary in coverage and percentage of reimbursement and may or may not be subject to a calendar year deductible. Refer to your I.D. Card for these important details.

From the eligible expenses of either a single person or a family there may be deducted the amount of \$25.00 in any one (1) calendar year. If in any calendar year the eligible expenses incurred do not exceed the deductible, the eligible expenses incurred during the last three (3) months of that calendar year may be applied against the deductible for the next calendar year.

After the deductible has been satisfied the member shall be reimbursed at the plans rate of incurred eligible expenses (100% for eligible expenses claimed under item 8 of "Benefits" section) until \$1000 of benefits have been paid in any one (1) calendar year; thereafter the benefits shall be reimbursed at 100% of such incurred expenses for the remainder of that calendar year.

C U & C shall not be liable to pay in excess of the plans maximum in respect of any person for group extended health care benefits. This maximum may be reinstated if a member or dependent provides, at their own expense, evidence satisfactory to C U & C, of a complete recovery and return to good health. Please refer to your I.D. card to determine what maximum applies.

**HOW A CLAIM IS MADE**

- Hold your receipts until the allowable charges are in excess of the deductible amounts.
- Obtain an Extended Health Benefits claim form from your employer or your benefits plan office and follow the instructions of the form.
- You have until June 30 to finalize claims for expenses incurred the previous year.
- For drug expenses, we require either an official Pharmacare receipt or a drug store receipt.

Example of an Extended Health Claim:

	<u>Expenses Submitted</u>	<u>Eligible Expenses</u>
Prescribed Drugs	\$ 80.00	\$80.00
Ambulance	15.00	15.00
Special Nursing	125.00	125.00
One Pair Eyeglass	75.00	75.00
 Total Eligible Expenses		 \$270.00
Deductible		25.00
 Balance		 \$245.00
80% Reimbursement of Plan Pays	\$245.00 \$196.00	

Do not include receipts more than once. Attempts to pad claims may result in your claim being refused.

## **EXCLUSIONS AND LIMITATIONS**

Your Extended Health Care Plan does not cover:

- a) expenses for benefit, care or services payable by or under the Basic Medical Plan, Pharmacare, any hospital programs or the Workers' Compensation Act, whether or not a claim is made there under or provided with cost or at nominal cost by any public or tax-supported authority or agency or for which the member or dependent can recover from another party;
- b) expenses for dental services (see Article 27.01) or care or dentures except as specifically provided in item 11;
- c) any portion of the fee of a medical or dental practitioner not allowable under the Basic Medical Plan due to non-referral;
- d) any amount of fees in excess of the usual or recognized fees for the service performed;
- e) expenses incurred outside the Province of British Columbia unless resulting from an unexpected injury or sickness occurring while temporarily travelling outside the Province and then only to the extent provided in item 8;
- f) expenses for services and supplies for cosmetic purposes;
- g) expenses caused, contributed to or necessitated as a result of;
  - 1) war or any act of war or participation in a riot or civil insurrection;
  - 2) injury or sickness which was intentionally self-inflicted, whether sustained or suffered while sane or insane;
  - 3) occupational illness or injury; or
  - 4) the commission by the person of any unlawful act including an offence under the Criminal Code of Canada.
- h) expenses incurred for orthoptic treatment, eyeglass, contact lenses, hearing aids, or prescriptions for any of them except as specifically provided;
- i) expenses incurred in the treatment of any injury or sickness for which a person is hospitalized at the time he becomes eligible except if such illness reoccurs after a three (3) month period during which is required no treatment, expenses relating to such illness incurred from that time on will be included as eligible expenses;
- j) with the exception of those eligible expenses in item 8 any amount exceeding the fee under the schedule of costs prescribed by the Basic Medical Plan;

- k) any payment to a medical practitioner whether or not a participant in the Basic Medical Plan in which is demanded or received by means of balanced billing, extra billing or extra charges which represents any amount in excess of the schedule of costs prescribed by the Basic Medical Plan.

For further information contact:

C U & C Health Services Society  
22 East 8th Avenue  
Vancouver, B.C.  
V5T 1R4

Telephone: 604-879-7511

**SIGNATURE PAGE**

SIGNED ON BEHALF OF PARAGON ORTHOTIC LABORATORY LTD.

Per \_\_\_\_\_ 

Mrs. Margaret Comwell, Director

Dated this August 8<sup>th</sup> day of August, 2007.

SIGNED ON BEHALF OF HEALTH SCIENCES ASSOCIATION OF BRITISH COLUMBIA

Per \_\_\_\_\_ 

Josef Rieder, Senior Labour Relations Officer

Dated this 26<sup>th</sup> day of July, 2007.

/doc/agreement/Paragon New to 2013

**Letter of Understanding**  
**Between**  
**Paragon Orthotics**  
**And**  
**Health Sciences Association of BC**

**Re: Assistant Manager Position**

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Traditionally, there has been an excluded manager position agreed to by the union.

In order to obtain a Collective Agreement and at the persistence of the employer the union has agreed to an excluded assistant manager position under the following conditions and understanding.

- 1) It is understood that the agreement for the excluded assistant manager's position is tied to the expansion of the work force of Paragon.
- 2) There will be one (1) excluded assistant manager position filled by one (1) person. (The present incumbent is Jim Tucker 1991.)
- 3) It is understood the primary function of the assistant manager is to relieve and assist the manager and to be responsible for supervising, quality control, coordinating and teaching employees in the production area.
- 4) In the event the assistant manager is exclusively performing bargaining unit work other than that agreed to in item 3 then the position and employee will be covered by the bargaining unit.
- 5) In the event of a reduction in staffing which results in the ratio of excluded positions, reaching 1 in 3 of the work force, the excluded assistant manager's position will be renegotiated with the union.
- 6) In the event of a labour dispute it is understood that no more than one (1) of the excluded employees will maintain the site at any given time.

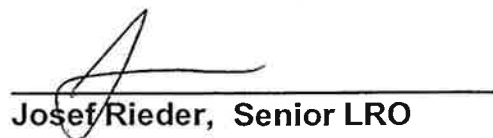
**Signed on behalf of the Employer**



**Mrs. Margaret Cornwell, Director**

aug 8/07  
**Date**

**Signed on behalf of the HSA**

  
**Josef Rieder, Senior LRO**

07/26/07  
**Date**



**Letter of Understanding**  
**Between**  
**Paragon Orthotics**  
**And**  
**Health Sciences Association of BC**

**Re: Staff Development and Opportunity for Advancement** \_\_\_\_\_

The parties have agreed to continue discussion during the term of the agreement on staff development, training and opportunities within the organization.

In the event a shift system is implemented a shift differential will be paid to the employee in charge of the shift.

**Signed on behalf of the Employer**

**Signed on behalf of the HSA**



\_\_\_\_\_  
**Mrs. Margaret Cornwell, Director**



\_\_\_\_\_  
**Josef Rieder, Senior LRO**

Aug 8/07  
Date

07/26/07  
Date

*= Knowledge of other jobs/duties  
- confirmed*

**Memorandum of Agreement**  
**Between**  
**Paragon Orthotics**  
**And**  
**Health Sciences Association of BC**

The Employer wishes to recognize the senior staff for their commitment, excellence of service and willingness to go above and beyond what is required.

On an incumbent only basis, the following employees will receive \$1.00 per hour in addition to their regular rate of pay:

- Teresa Berry
- Steve Ly
- Tyler Hodgins
- Dale Windrem
- Sylvia Deepröse -

**Signed on behalf of the Employer**

  
\_\_\_\_\_  
Mrs. Margaret Cornwell, Director

*Aug 8/07*  
\_\_\_\_\_  
Date

**Signed on behalf of the HSA**

  
\_\_\_\_\_  
Josef Rieder, Senior LRO

*07/26/07*  
\_\_\_\_\_  
Date