

Collective Agreement

Between

CML HEALTHCARE INC.

"the Employer"

- and -

HEALTH SCIENCES ASSOCIATION OF B.C.

"the Union"

Effective January 1, 2011 to December 31, 2015

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Collective Agreement

between

CML HealthCare Inc.

- and -

Health Sciences Association of B.C.

ARTICLE 1 DEFINITIONS

Calendar Statutory Holiday means the actual named day, e.g., Christmas Day, December 25.

Certification - means the Certification awarded by the Labour Relations Board of British Columbia to HSA on June 22nd, 2007, subject to any future certification awarded by the Labour Relations Board of British Columbia in the event of which, this Collective Agreement shall apply.

Day Shift - means a shift in which the major portion occurs between 0800 hours and 1600 hours.

Employee - means an employee covered by the Certification.

Employer - means CML HealthCare Inc.

Geographic area – means within fifty (50) kilometres of the employee's work site and not having to cross the Strait of Georgia.

Overtime - means authorized services performed by an employee as set out in Article 24.01.

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 – a person to whom the employee is legally married, of the same/opposite sex or with whom the employee has for one year been in continuous cohabitation in a conjugal relationship outside of marriage.

Steward - means an employee of the Employer designated in writing by the Union to act as local representative.

Union – Health Sciences Association located at #300-5118 Joyce Street Vancouver BC V5R 4H1

ARTICLE 2 PURPOSE OF AGREEMENT

2.01 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 the Union, as set forth in the certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

2.02 The parties to the Agreement share a desire to provide quality care, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the clients of CML HealthCare Inc. will be well and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

ARTICLE 3 DEFINITION OF EMPLOYEE STATUS & BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means shifts scheduled in advance and issued by the Employer.

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 thirty-five (35) hours or more per week exclusive of meal periods.

Benefit Entitlement

Regular employees are entitled to all benefits of the Collective Agreement as specified in those respective articles.

3.02 Regular Part-time employees

Regular part-time employees are those who are regularly scheduled in each work week and who work less than thirty-five (35) hours per week exclusive of meal periods.

Benefit Entitlement

Regular part-time employees accumulate seniority and are entitled to those benefits expressly provided.

3.03 Casual Employees

Casual employees are those who are not regularly scheduled on a permanent basis. A casual employee working temporarily in a regularly scheduled position continues to be a casual employee.

Wage and Benefit Entitlement

(a) Benefit Entitlement

(i) Statutory Holidays - See Article 20.

(ii) 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.

(iii) Grievance and Arbitration

Casual Employees have access to the grievance and arbitration procedures (Reference: Article 7: Grievance Procedure; Article 8: Arbitration.)

(iv) Other Provisions

Casual employees shall be covered by the following clauses of the Collective Agreement:

5	Union Recognition, Rights and Security
6.01	Immunization
6.02	Probation
6.04	Seniority
7	Grievance Procedure
8	Arbitration
9	Vacancy Posting
10	Promotion, Demotion, Transfer or Lay-Off
13	Severance Allowance
15	Leave – Compassionate
16	Leave – Court Duty
20	Leave – Statutory Holidays
22 Leave – Vacation	22.01, 22.02(c), 22.04, 22.07
23 Hours of Work	23.01, 23.02, 23.03, 23.04, 23.05, 23.06
24	Overtime
25	Transportation Allowance and Travel Expense
26	Shift Posting – 26.02 and 26.03 <u>only</u>
27	Previous Experience
28	Relief
29	Superior Benefits
32	Uniforms
33.01	Personal Property Damage
33.03	Pay Cheques or Deposit
33.04	Employer/Union Printing Costs
34	Safety and Occupational Health
35	Harassment
36	Employee Evaluation and Records
37	Effective and Termination Dates
38	Classification and Wage Rates

(v) Leave - Court Duty (Article 16.02)

A casual employee is entitled to paid leave for court duty where the employee is appearing as a representative of or on behalf of the Employer.

3.04 Casual to Regular Status - Increment Determination

An employee who is transferring from casual to regular employment who previously worked as a regular employee shall be credited with the service, earned in the previous period or periods of regular employment with the Employer or DC DiagnostiCare (B.C.) Inc. from the latest date of hire.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 General Rights

The management of CML HealthCare Inc. is vested exclusively with the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer. Without limiting the generality of the foregoing, management rights shall include the right to determine the location and operation of the business and its expansion or curtailment, the direction of the working forces, the materials to be processed, the subcontracting of work, the schedules of operation, the number of shifts, the methods, processes and means of operation, job content, quality and quantity standards, the right to use improved methods, and equipment, overtime, and the right to decide on the number of employees needed by the Employer at any time in any location, the number of hours to be worked, starting and quitting time, are solely and exclusively the right of the Employer. These Management Rights are subject to the express provisions of this Agreement.

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 publicized on notice boards, or by general distribution, provided that such rules are not in conflict with the Agreement.

ARTICLE 5 UNION RECOGNITION, RIGHTS AND SECURITY

5.01 The Union as Exclusive Bargaining Agent

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union 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 the Union, shall maintain their membership in good standing as a condition of continuing employment.

Incumbents of new positions established by the Employer within the scope of the Certification shall automatically be included in the bargaining unit unless specifically excluded by the agreement or by the Labour Relations Board.

5.03 Membership of New employees

From the effective date of this Agreement new employees covered by the Certification shall become members of the Union and shall maintain membership in good standing in the Union as a condition of continuing employment.

5.04 Dues Authorization

Employees covered by the Certification shall as a condition of continuing employment authorize deductions from their monthly salary of Union 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 the check-off of Union monthly dues and initiation fees and shall remit such dues and fees to the Union within twenty-eight (28) calendar days from the date of deduction. Dues shall be effective from the first day of employment.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T-4 slip in the amount of the deductions paid to the Union by the employee in the previous tax year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

5.06 Amount of Dues and Fees

The Union (s) shall inform the Employer in writing sixty (60) days in advance of any change in the amount of union dues (currently 1.6% of all wages) or initiation fees to be deducted from each employee.

5.07 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.

5.08 Bargaining Unit Information

(a) The Employer shall provide the Union designate and the Union Steward every three (3) months with lists of new, resigned and terminated employees, or a system as mutually agreed between the Employer and the Union. The list shall specify whether such employees are regular or casual and the date of their commencement or termination of employment.

(b) By January 31 of each year, the Employer shall provide the Union head office with an up to date seniority list, including the classification (and level) and status increments, if any, the telephone number and the mailing address of each employee according to the Employer.

5.09 Union Stewards

(a) The Union shall advise the Employer in writing of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.

(b) The Union Stewards shall be allowed reasonable time while on duty without loss of pay to investigate complaints, investigate grievances or process grievances under Article 7 and to attend labour/management meetings. Stewards shall obtain the permission of the designated Employer representative before leaving to perform steward duties. Such permission shall not be unreasonably withheld. Stewards who attend Labour

Management Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings. The foregoing rights shall be limited where possible to the location in which the Steward works or failing that, shall be exercised by telephone and in all cases shall be limited to the geographic area in which the Steward works. There shall be separate Labour Management meetings for each geographic area.

5.10 **Union Staff**

The Union will inform the Employer in advance whenever the Union staff or designate intend to visit the Employer's place of business. Such Staff shall be granted access to the Employer's premises upon the prior consent of the Employer, which consent shall not be unreasonably withheld. 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.

5.11 **Retention of Benefits**

Union leave under the following four (4) sections will be unpaid and the time so spent shall not be counted as hours worked for the purposes of overtime. The Employer will maintain regular pay and bill the Union for the costs of the employee's salary and benefits. If the Union member is part-time or casual, and the leave is greater than their normal work hours, the Employer will pay the employee for the full length of the leave requested by the Union. The Employer will bill the Union for these days as noted above. The Union will pay these invoices within a reasonable time frame. Union leave is not unpaid leave for the purposes of Article 21.02, [i.e. such leave will not affect the employee's benefits, seniority or increment anniversary date]. Union leave under the following four (4) sections will be subject to the following conditions:

- (a) The employee will give reasonable notice, which will be at least four (4) weeks in advance, where possible.
- (b) The Employer will endeavour to accommodate such leave, and shall grant it subject to the ability to maintain the operational needs of the department.
- (c) There shall not be more than one person away from any one clinic location and not more than two (2) persons from the bargaining unit at any one time except as in Article 5.13.

5.12 **Short Term Leave**

Union Stewards or designates may apply in writing to the Employer for short term leaves of absence for; attendance at Union conventions, Union courses, and Union committees.

With the exception of the Union's Regional Director or President, the Employer is not required to grant a total of more than twenty (20) days LOA per calendar year under this provision.

5.13 **Bargaining Committee**

The Employer shall grant leaves of absence to not more than four (4) members of the Union's negotiating committee in order to negotiate a renewal of this collective agreement including time spent in mediation.

5.14 **Board of Directors**

The Union's Regional Director and President may apply in writing to the Employer for leave of absence to attend to Union business. The employee will give reasonable notice to minimize disruption of the department. The Employer will make every reasonable effort to grant such leave

and, except where the employee's absence will significantly limit the operational capabilities of the department, the leave will be granted.

5.15 Union Employment

Union members appointed for not less than six (6) months to a paid position in the Union shall be granted an unpaid leave of absence up to one year. Union leave of absence in excess of one year may be granted by mutual agreement between the Union head office and the Employer. Such leave of absence shall not be unreasonably denied.

Union members elected to a paid position in the Union shall be granted an unpaid leave of absence for the specific term of their appointment. Union leave of absence in excess of the specific term may be granted by mutual agreement between the Union head office and the Employer.

Mutually acceptable arrangements for leaves of absence for full-time elected Union members will be made between the Union head office and the employee's Employer.

5.16 Legal Picket Line

During the term of this collective agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock out.

5.17 Bulletin Boards

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

5.18 Union Insignia

A Union member shall have the right to wear or display a discreetly sized recognized insignia (such as but not limited to buttons, pins, lanyards) of the Union. The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

5.19 Employer and Union to Acquaint New employees

- (a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in article 5.05, 5.06, 5.07
- (b) The Chief Steward shall be advised of the name of new employees on a monthly basis.
- (c) The Location Steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for up to fifteen (15) minutes sometime during the first thirty (30) days of employment.

ARTICLE 6 IMMUNIZATION, PROBATION, ANNIVERSARY DATE AND SENIORITY *

6.01 Immunization

- (a) At the request of the employee the Employer will reimburse the employee the cost of Hepatitis B Vaccine.

6.02 Probation

An employee shall be probationary during the first six (6) calendar months of continuous employment.

This article shall not apply to employees who are serving probation at time of ratification of this Agreement.

The term "6 calendar months" is defined as the period from any given date in one month to the immediately preceding date six (6) 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.

The termination of a probationary employee shall be deemed to be for just and reasonable cause.

6.03 Anniversary Date

If a regular employee is retained as a regular employee following completion of a probationary period, the latest date of hire with the Employer shall be the employee's 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 from the latest date of hire.

Seniority for casual employees will be expressed in hours worked as follows:

1. years worked prior to December 31, 2002, shall be converted to hours worked at the rate of 1820 hours per year for seniority purposes only;
2. a casual employee whose status changes to full-time (or vice versa) will have seniority converted from hours to years (or vice versa) at the rate of 1820 hours per year for seniority purposes only.

Seniority for an employee continues to accrue when the employee is actively at work and when:

1. an employee is on WCB leave;
2. an employee is on LTD leave; (including the qualifying period);
3. an employee is on Maternity or Parental Leave including Adoption Leave
4. an employee is on any other leave provided by this agreement subject to Article 21.02.

When a casual employee returns to work after a WCB claim, the employee shall maintain their relative position on the casual list while receiving Workers' Compensation benefits.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Discussion of Differences

If a difference arises between the Employer and an employee, or between the Employer and the Union, 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 (hereinafter referred to as a "Difference" or "Grievance") is settled.

7.02 Fair Procedures

An employee who is called into a meeting for the purpose of administering discipline at the level of written warning or more serious discipline will be advised of her/his right to have a Steward present.

7.03 Resolution of Differences

The following procedure shall be used for the resolution of Differences other than for the dismissal of employees.

Stage 1

An employee with such a Difference shall discuss it with the employee's immediate supervisor within five (5) calendar days of the date upon which the employee became aware of the difference. If a settlement is not reached, the employee shall advise the Union Steward of the Difference and write down the details of the Grievance including the Article(s) allegedly violated on the prescribed form. The Grievance form shall be submitted to the grievor's immediate supervisor within twelve (12) calendar days of the date on which the employee first became aware of the difference.

Stage 2

The location steward, or alternate if not available, shall meet with the designated Management representative, and the grievor if requested by either party, and shall make every reasonable effort to resolve the Difference. If a settlement is not reached, then the grieving party may advance the Grievance to Stage 3 by notifying the other party in writing within fourteen (14) calendar days from the date the Grievance was submitted.

Stage 3

The Chief Steward, or alternate the Union's designate, and the Employer designate and the grievor if requested by either party, shall make every reasonable effort to resolve the Difference, either in person or by conference call. Failing settlement, the Union or the Employer may refer the matter to arbitration within twenty-eight (28) calendar days from failure to resolve the Difference at Stage 3 meetings.

7.04 Resolution of employee Dismissal Disputes

Within ten (10) calendar days of the occurrence of the dismissal, a written Grievance shall be presented to the Manager for relay to **Human Resources Representative**. 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 7.03 - Resolution of Differences. The Employer shall provide the Union with the name of its Human Resources Representative.

7.05 Policy Grievance

If a Difference relative to the terms of the Agreement arises between the Union and the Employer, and does not directly involve an employee, it shall be resolved through negotiation between the Employer and the Union. The Difference shall be raised within fifteen (15) calendar days of the circumstances giving rise to the Difference and shall be discussed within 21 calendar days of its raising, and if not resolved within 28 calendar days of that date, may be referred to arbitration in accordance with Article 8.

7.06 Time Limits

Time limits at Stages 1, 2, 3, or Sections 7.04 or 7.05 may be extended by the parties involved. However, if a time limit is exceeded without an extension, the Grievance shall be deemed to be abandoned, subject to Section 89 of the *Labour Relations Code*.

7.07 Group Grievance (“...et al” Grievances)

If a number of employees have identical or similar Differences, those Differences shall be processed through the Grievance Procedure as a group with any one (1) representative employee and one (1) Representative Steward involved in discussions.

ARTICLE 8 ARBITRATION

8.01 (a) Either party to this Agreement may refer any unresolved Grievance to a Single Arbitrator who shall have the power to decide the Grievance including any question of whether the Grievance is arbitrable within the terms of the Agreement.

(b) The objects and purposes of this section are to encourage an open exchange of information in the interest of resolving Grievances, and to provide a fair and expeditious resolution of Grievances.

(c) The Parties agree to take all reasonable steps to ensure that Grievances which are referred to arbitration shall be dealt with without undue delay.

(d) At least thirty (30) days prior to the date of an arbitration hearing each party will set out for each Grievance its understanding of the matter in dispute, including its position on the facts in dispute.

(e) The parties will seek to narrow the issues of fact and law in dispute, and will conclude agreements on fact to the degree that they can agree.

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 The Employer shall grant leave without loss of pay to the individual grievor or grievors if the circumstances are different and to an employee called by the Employer as a witness at an arbitration hearing, provided the dispute involves the Employer, and, where operational requirements permit, leave without pay to an employee called as a witness by the Union.

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.

8.06 An Arbitrator shall not have the power to add to, subtract from, modify or amend the provisions of this Agreement or to make any decision inconsistent with it nor to adjudicate any matter not specifically assigned to the Arbitrator.

8.07 **Expedited Arbitration**

The designated Union representative and the Manager of Human Resources shall meet as required to determine by mutual agreement, those Grievances suitable for expedited arbitration. Expedited arbitration dates shall be agreed by the parties. If either party intends to apply for expedited arbitration under section 104 of the *Labour Relations code*, the parties will attempt to agree on a mutually available date.

ARTICLE 9 VACANCY POSTING

9.01 (a) The Employer will post notices of a permanent or temporary vacancy of four months' duration or longer, for classifications covered by the Union's certification, on bulletin boards at each of the Employer's locations. The notices shall be posted for at least seven (7) calendar days before the closing of the competition.

(b) In filling the posted vacancy the Employer will:

(i) Give first consideration to employees within the certification according to the criteria in (ii).

(ii) Amongst applicants who have the required qualifications, the determining factors shall be the capabilities with respect to the posted position, performance demonstrated in previous positions, and seniority. "Required qualifications" may be satisfied, subject to government requirements, by equivalent education, training and experience and/or acceptance prior to March 1, 2004, of an uncertified or unregistered person's qualifications for work in the posted vacancy except where, for bona fide business reasons, the job posting specifically requires a Registered or Certified Technologist.

(iii) Where none of the applicants from within the certification satisfy the minimum requirements in (ii) above, the Employer may hire a new employee to fill the vacancy.

(iv) Where the first considered applicants are not appointed to a vacancy they will be given a written explanation as to why their applications have not been accepted if the employee so requests.

(c) The Employer agrees to post notice of temporary vacancies of six (6) months duration or longer. A regular employee who bids into the vacancy will revert to her/his previous position on the expiry of the temporary vacancy. A casual employee who bids into the temporary vacancy will not have her/his status changed to regular for the duration of the vacancy.

(d) The notice of vacancy will provide the following information:

- job classification
- commencement date
- required qualifications
- full-time or part-time
- hours of work
- the initial location at which the employee would work

(e) In the case of temporary positions of six (6) months' duration or longer, the notice will include the expected duration of the position. Only the original vacancy and the first and second resulting vacancy must be posted and all resulting vacancies shall be filled at the discretion of the Employer.

9.02 The Employer will accept an application for an anticipated posting(s) from an employee who may be temporarily absent from her/his normal place of employment. The employee must be available for an interview within the time the schedule of interviews for other internal candidates is complete. This provision is not intended to permit standing applications.

9.03 A copy of the posted notice will be sent to the Union representative or her/his designate within the aforementioned seven (7) calendar days.

9.04 Upon selection of a successful candidate to fill a vacancy, the Employer will notify each location of the name(s) of the successful candidate(s) within seven (7) calendar days of making the appointment, and provide the Union representative with a copy of the posting. Where Union members within the Certification who have applied are not appointed to a vacancy they will be given a written explanation. The Employer will notify each location of any cancelled posting(s) by posting a notice of cancellation adjacent to the original posting as soon as practicable.

9.05 The following changes to the status or scheduling of a position create a requirement to post under section 9.01:

- (a) a change in status between full-time and part-time, or
- (b) a permanent change of seven (7) hours per week or more to a part timer's regular scheduled hours, or
- (c) the Employer creates a new permanent position

If the incumbent in the position which has been changed as in (a) or (b) does not apply or applies and is not appointed, then the employee can exercise rights under Article 10.06.

ARTICLE 10 PROMOTION, DEMOTION, TRANSFER OR LAY-OFF

10.01 Application of Seniority to Lay-Off

- (a) In the event of a reduction in the workforce, employees shall be laid off in reverse order of seniority amongst employees in the classification(s) affected provided that there are available employees with seniority whose capability and qualifications meet the Employer's requirements for the work which remains. A part time employee may not bump a full time employee unless she/he commits to performing the full time position.

- (b) The Employer will provide notice and relevant information to the Union as early as possible. The notice shall include:
- (i) The classification(s) impacted
 - (ii) The number of FTE's to be reduced
 - (iii) The anticipated date of the change
- The parties will prior to the date of the change negotiate a mutually acceptable process for an orderly implementation of the changes by which the person(s) declared redundant under (a) will bump.
- (c) An employee receiving notice that they are to be laid off may elect to displace another junior employee, provided that the employee has the requisite skill, ability and qualifications to perform the work of the employee he or she seeks to displace.
- (d) The successful applicant shall be entitled to a period of up to five (5) working days to become familiar with the specific procedures and equipment differences between locations. This is not a training period. An employee who does not perform satisfactorily shall be removed and may exercise bumping rights into other classifications as in (c) above.

10.02 Training for Senior Staff

A registered X-ray technologist wishing training in Bone Mineral Densitometry (BMD) or Mammography and who has the appropriate Certification may bid for posted vacancies in the location(s) at which the respective BMD machine(s) and Mammography machine(s) is/are located. The successful bidder(s) who will commit to work at least twenty-eight (28) hours per week will be given on-the-job training in the order of their seniority.

10.03 Promotional Increases

An employee promoted to a higher paying classification will receive the rate for that classification which is the first rate which is greater than the rate the employee was previously making.

10.04 Relieved of Promotion or Transfer

An employee who requests to be relieved of a posted position within the first month in the new job shall be returned to the employee's former job or a mutually acceptable alternative position without loss of seniority and benefits provided such job or position remain vacant.

For the first month in a new position a promoted employee shall be on trial in that position and if unsatisfactory shall be returned to the employee's previous classification and salary structure without loss of seniority and benefits.

10.05 Demotion

- (a) Voluntary Demotion

An employee requesting a voluntary demotion from a higher rated position to a lower rated position and whose request is granted 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 date.

(b) **Involuntary Demotion**

Involuntary demotion is either for cause or layoff. In either case the employee should receive the start rate for the job or the increment step previously achieved in the job, if applicable. In the following cases an employee leaving the higher rated position to the specified lower rated position would be paid at the rate for the lower position which reflects total time in both positions:

Certified X-Ray Technologist (BMD or Mammo) to Certified X-Ray Technologist
Transcription to Reception.

10.06 Retention of Seniority and Benefits on Lay-Off

Laid off employees with more than six (6) month's service shall retain their seniority for a period of one year and maintain their insured benefits to the end of the month in which the layoff occurs and shall retain previously accrued vacation and sick benefits for a period of one (1) year.

Laid off employees with more than six (6) months' service will continue to accrue seniority for the first thirty (30) calendar days. For periods in excess of thirty (30) calendar days seniority will not accrue.

10.07 Lay-Off Notice

- (a) Written notice shall be provided as per the notice period required by the Employment Standards Act.
- (b) The period of notice must be for the time scheduled to be worked and must not include accrued vacation.
- (c) Where notice of layoff is given to an employee, a copy of the notice will be given to the chief Steward and to the Union office by email. The Union shall provide the Employer with up to date e-mail addresses.

10.08 Recall

- (a) Regular employees who are laid off shall be placed on a recall list for a period of twelve (12) months.
- (b) No new employees shall be hired into a classification until employees from that classification on the regular recall list are offered recall.
- (c) Regular employees on the recall list shall be recalled in accordance with Article 10.01
- (d) If the recalled employee with the highest seniority declines, the employee with the next highest seniority shall be recalled in accordance with Article 10.01.
- (e) An employee shall remain on the recall list for the period specified in (a) unless she/he declines an offer of work which is within seven (7) hours work per week of what the employee was previously working and is for a minimum period of one (1) month.
- (f) In order to be entitled to a recall, the employee must commit to working the number of hours available in the position in which the recall occurs.
- (g) An employee shall notify the Employer of intention to return to work within two (2) working days of actual notice or the date upon which the recall notice was delivered to the

employee's last address on the records of the Employer. Failure to return to work within seven (7) calendar days after being notified of recall to a regular position as above will be deemed to be resigned. A laid off employee intending to be absent from home for more than two (2) working days may leave contact instructions with their excluded unit Manager or designate.

- (h) A laid off employee may decline a recall to a location outside the geographic area in which the employee last worked as a regular employee.

10.09 Temporary Assignment

- (a) Assignment is the process by which the Employer may temporarily assign an employee to another worksite of the Employer within the employee's geographic area. If the assignment is for more than five (5) working days but less than six (6) months, consideration will be given to seniority amongst persons in the classification in the same geographic area, experience at the location and hours of work. Where the other considerations are equal, preference shall be given in accordance with seniority subject to operation requirements.
- (b) The Employer will give the employee reasonable notice of the assignment depending on the circumstances of each assignment.
- (c) No temporary assignment will exceed six (6) months except by agreement between the Employer, the Union and the affected employee.

10.10 Loss of seniority

Seniority and employment shall be terminated if the employee:

- (a) has been laid off for more than twelve (12) months;
- (b) quits or is terminated and such termination is not reversed through the Grievance and Arbitration procedure;
- (c) fails to return on the day following completion of a leave except for circumstances beyond the control of the employee;
- (d) is off work for more than three (3) consecutive working days without notifying the Employer and demonstrating reasonable cause for the absence;
- (e) fails to respond to a recall notice as required by Article 10.08 (g) except as in 10.08 (h).

ARTICLE 11 NEW AND RECLASSIFIED POSITIONS

- 11.01 If the Employer creates a new classification, or acquires any new employees who are classified in what would be a new classification under this Collective Agreement, the Employer shall forward the job description and the proposed salary structure to the Union.

If the Employer reclassifies a job to a different salary level as a result of a change in job content, the Employer shall forward the job description and the proposed salary structure to the Union.

- 11.02 If the Union 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 job.

11.03 Failing resolution of these matters by negotiation either party may refer the matter to arbitration in accordance with Article 8. The Arbitrator shall have full power to establish the salary structure based on comparison with the other salary levels in the Agreement as well as differentials between comparable positions elsewhere.

11.04 References in this Agreement to job descriptions do not mean that the job description is part of the collective agreement.

ARTICLE 12 RESIGNATION

12.01 Resignation – Regular Employees

Employees will make every possible effort to give twenty-eight (28) calendar days' notice when resigning.

ARTICLE 13 SEVERANCE ALLOWANCE

13.01 The parties will comply with the requirements of the *Employment Standards Act*.

ARTICLE 14 JOB SECURITY AND TECHNOLOGICAL CHANGE AND CONTRACTING OUT

14.01 Technological Change – Lay-off

Preamble:

Both Parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

In light of this mutual recognition the Parties have agreed to the following:

- (a) Regular employees who are assigned by the employer to work with the new technology shall receive a period of on-the-job training and familiarization of up to one (1) week. Employees involved in the training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be declared redundant under Article 10.01 (a).
- (b) For the purpose of technological change which may result in a layoff or reduction of hours for an employee from Full Time to Part Time, the Employer agrees to provide the Union with as much notice as possible.
- (c) Upon receipt of a notice of technological change pursuant to 14.01 (b), a Joint Committee shall be established composed of two (2) persons representing each of the Employer and the Union. The Joint committee shall meet to consult on the impact of the proposed change.
- (d) The written notification identified in 14.01 (b) will provide the following information:
 - (i) the nature of the change(s);
 - (ii) the anticipated date(s) on which the Employer plans to effect changes(s);
 - (iii) the location(s) and number(s) of employees likely to be directly affected pursuant to Art. 14.01 (a) and (d) (iv) A and B.

- (iv) Where notice of technological change has been given pursuant to 14.01 (b):
 - (A) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover to employees to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (B) When necessary to reduce staff due to technological change, it will be done as provided for in Article 10.

14.02 Contracting Out

The Employer will not contract out bargaining unit work that will result in the layoff of employees.

This section does not apply to contracting out work for bona fide operational reasons to any CML company provided that every reasonable effort is made to find alternate employment for any employee affected.

This section does not prohibit contracting out of a new service or type of work notwithstanding that it may involve the layoff of an employee who was hired specifically for that service or work and who was so informed at the time of hiring.

ARTICLE 15 LEAVE – COMPASSIONATE

- 15.01 Compassionate leave of absence of up to three (3) consecutive working days shall be granted by the Employer upon request of a regular employee in the event of the death of the employee's spouse, son, daughter, mother, father, (or alternatively step-parent, or foster parent or legal guardian) sister, brother, mother-in-law, father-in-law, legal ward, or grandparents, step-child, or grandchild.
- 15.02 Up to two days with pay shall be granted for traveling time when this is warranted in the judgment of the Employer.
- 15.03 Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

ARTICLE 16 LEAVE – COURT DUTY

- 16.01 An employee subpoenaed for jury duty or as a Crown witness to a proceeding shall be placed on paid 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.
- 16.02 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 the employee's 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 17 LEAVE – EDUCATION

- 17.01 The Employer recognizes the desirability of providing a climate for employees to improve their education level, to enhance their opportunities for advancement, and to enhance their qualifications.
- 17.02 Education Leave may be granted by the Employer to regular full-time and regular part-time employees requesting such leave, subject to the following provisions:
- (a) Education leave will be utilized for a) courses that relate to the employee's employment with the Employer or to maintain their registration with their governing association or b) for employees to sit for exams for relevant professional courses, and which are first approved by the Employer.
- 17.03 An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, laboratory fees, and course required books, necessary traveling and subsistence expenses. In such circumstances the premium provisions of the agreement shall not apply.

ARTICLE 18 PARENTAL LEAVE

- 18.01 Parental, Maternity and Adoption leave shall be granted in accordance with the *Employment Standards Act*.

18.02 Incapable of Performing Duties

If an employee is incapable of performing her duties due to medical reasons prior to the commencement of her maternity leave, she may be required by the Employer to take an unpaid leave of absence.

Where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

18.03 Return to Employment

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her/his previous position or to a comparable position if available, with all increments to wages and benefits to which she/he would have been entitled during the period of the absence

18.04 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed, upon application, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- (a) The employee must have completed three (3) years of service with the Employer

- (b) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- (c) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
- (d) The employee must serve a three (3) month probationary period and re-qualify for benefit entitlement.
- (e) An employee returning to work under this clause shall retain her former wage increment level.

ARTICLE 19 LEAVE – SICK

19.01 (a) Sick Leave Accumulation for Full-Time Employees

Full-time employees shall receive three and a half (3.5) working hours sick leave credit for each month worked and such sick leave credits, if not utilized, shall be cumulative to a maximum of twelve (12) days.

(b) Sick Leave Accumulation for Part-Time Employees

Employees whose standard hours of work per week are 24 or more shall receive a sick leave credit of one-half of the employee's standard day for each month worked and such sick leave credits, if not utilized, shall be cumulative to a maximum of twelve (12) days. "Standard day" shall mean the hours based on a 10 day biweekly pay period for which the employee was hired as modified by any subsequent successful job posting.

Examples:

An employee hired on the basis of 80 hours biweekly works a standard pay period of 80 hours divided by 10 working days biweekly = standard working day of 8 hours. Monthly sick leave accumulation would be 4 hours.

An employee hired on the basis of 50 hours biweekly works a standard pay period of 50 hours divided by 10 working days biweekly = standard working day of 5 hours. Monthly sick leave accumulation would be 2.5 hours.

- (c) **Probationary employees** shall accrue sick leave credits during their probation but may not exercise them until the completion of probation.

19.02 Record of Accumulation

The Employer, on request by an employee, not more than once in any six (6) month period, shall furnish a notice of accrued sick leave.

19.03 Proof of Sickness

Sick leave with pay is only payable because of non-occupational employee sickness and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action and/or disentanglement to paid sick leave for that period. Repeated failure to meet this requirement can lead to dismissal.

19.04 Benefits Accrued

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

19.05 Expiration of Credits

Absence due to sickness in excess of accumulated sick leave credits shall be treated as unpaid leave of absence in accordance with Article 21.02.

19.06 Enforceable Legal Claims

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment on account of earnings as a result of such claim, the employee shall pay to the Employer so much of the said payment as relates to the sick leave pay received for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment. The employee shall have the option of declining to enforce any legal claim by foregoing any claim they may have against the Employer for paid sick leave during the period which gave rise to the enforceable legal claim.

Medical, dental or paramedical appointments shall be arranged outside normal working hours, wherever possible for full time employees and except in cases of emergency for all others.

19.07 Notice Required

Employees must notify the Employer prior to the commencement of their work shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

19.08 Voluntary Treatment

While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 21 shall apply upon expiration of sick leave credits should additional leave be requested.

19.09 Continuation of Employment - WCB

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 20 LEAVE – STATUTORY HOLIDAYS

20.01 Statutory Holiday entitlement shall be in accordance with the Employment Standards Act with the addition of Boxing Day.

ARTICLE 21 LEAVE - UNPAID

21.01 Requests for unpaid short term or extended leave of absence shall be made in writing to the Manager, and may be granted at the Employer's discretion with due regard to operational requirements. 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. Upon request, verbal reason(s) will be given by the Employer.

- 21.02 Any employee granted unpaid leave(s) of absence under Articles 15, 19 and 21, totalling thirty (30) calendar days or less in any year shall continue to accumulate benefits to which the employee would otherwise be entitled. Any excess over thirty (30) calendar days shall be deducted from service in the computation of benefits.

"Benefits" means insured benefits, sick leave and vacation.

- 21.03 Unpaid leave of absence shall be granted to employees so requesting who have been nominated for a federal, provincial or municipal office. If elected, the leave of absence shall be extended to cover term(s) of office.

ARTICLE 22 LEAVE – VACATION

22.01 Annual Vacation Entitlement

Vacation Year – for the purpose of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31st.

22.02 Vacation Time Accrual

Note: for the purposes of calculating accrual of time:

- (a) An employee with a hire date between the 1st and 15th of any month is considered to have been employed for that whole month.
- (b) An employee who was hired between the 16th and the 31st of any month is considered to have been employed for one half of that month.
- (c) When an employee's length of service reaches a point where s/he qualifies for increased vacation (e.g. 5 years full-time employment) the new vacation entitlement will begin accruing on the 1st day of the month following the employee's anniversary date.
- (d) Employees do not accrue vacation pay during any continuous period of time not worked in excess of thirty (30) calendar days. Upon return to work, if all previous vacation benefits have been used, the employee may request vacation time, without pay, which will not exceed the vacation time they would have earned if they were actively at work. Approval is at the discretion of the Employer.
- (e) It is not necessary that employees wait a full year before they can use earned vacation time. Once an employee has completed the probationary period with the Employer, s/he is eligible to request the use of any earned vacation time banked, subject to written approval by the immediate supervisor.
- (f) Vacation entitlement cannot be taken in advance of it being accrued and banked.

22.03 Vacation Accrual – Full-time

Vacation time for full-time employees and part-time employees whose standard hours are thirty (30) or more per week will accrue on the following basis:

<u>Length of Continuous Service</u>	<u>Vacation Time</u>
0 – 5 years	1.25 days per month (15 days per annum)
6 – 15 years	1.67 days per month (20 days per annum)
> 16 years	2.08 days per month (25 days per annum)

Vacation pay will equal one day’s current pay exclusive of premiums for one day’s vacation.

22.04 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.

22.05 Vacation Times Available

Scheduling of time available for vacations shall be determined by the Employer in accordance with operational requirements and it may be necessary to limit the number of employees on vacation from any one location or department at any one time.

22.06 Vacation Earned During Vacation

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

22.07 Vacation Accrual Part-time and Casual employees

Part-time employees whose standard hours per week are less than thirty (30) and casual employees may earn, and are eligible to take, vacation time as outlined below:

<u>Length of Continuous Service</u>	<u>Vacation Time</u>
0 – 5 years	1.25 days per month (15 days per annum)
6 – 15 years	1.67 days per month (20 days per annum)
> 16 years	2.08 days per month (25 days per annum)

Part-time and casual employees will receive vacation pay on each pay cheque under the heading of “vac pay”. Therefore, when vacation “time” is taken, no payment is made as the employee receives a percentage in lieu of vacation on each pay cheque.

The vacation pay will be calculated as follows:

<u>Length of Service</u>	<u>Vacation Pay</u>
0 – 5 years	6%
6 – 15 years	8%
> 16 years	10%

22.08 Vacation Scheduled According to Seniority

- (a) Vacation requests for the year must be submitted, in writing, on the Vacation Request Form no later than March 31st in each year. Such requests will be confirmed (or alternative dates assigned) by April 30th. Vacation requests received after March 31st will be considered on the basis of "first come, first served" and after that time employees shall not be entitled to exercise their seniority rights with respect to any approved vacation time previously selected by an employee with less seniority.
- (b) The following shall apply to vacation requests received before March 31:

Vacations shall be scheduled separately for Victoria region and Lower Mainland employees according to seniority on the basis that the employee holding the most seniority shall have the first choice of having vacation time. Employees wishing to split their vacation 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 satisfied. Seniority shall prevail in the same manner for all subsequent selections.

- (c) An employee may carry over up to five (5) days' vacation leave per vacation year to a maximum of 1½ times the maximum number of vacation days accrued per year. Any excess vacation will be scheduled by the supervisor or manager after consultation with the affected employee. Such designated vacation time shall be subject to the following:
 - (i) Operational requirements.
 - (ii) If changes in allocated vacation time are desired because of unusual circumstances affecting either the employee or the Employer the parties will endeavour to agree on a mutually satisfactory alternative schedule. It is recognized that an employee initiated change may result in cancellation of scheduled replacements. Where the Employer cancels a scheduled vacation it will extend the maximum accrual for the employee and endeavour to provide alternate vacation time during periods desirable to the employee and will either reimburse the employee for documented pre-paid expenses or will negotiate an alternative mutually satisfactory arrangement.
 - (iii) As a request by the employee once every 5 years in order to combine two vacation periods for an extended vacation period.

Requests by employees to combine two vacation periods must be made through the immediate supervisor, in writing, before their maximum annual accrual has been reached.

- (d) An employee who requests his/her vacation pay without taking the corresponding vacation time will be granted this request only in exceptional circumstances and only when the *Employment Standards Act* mandatory vacation period has been scheduled or taken. All such requests must be made by the employee, in writing, and approved by the employee's supervisor/manager and the Human Resources Manager.
- (e) Subject to approval by the Operations Manager, an employee may choose to waive the mandatory vacation period when s/he has been on Maternity/Parental leave or approved Leave of Absence for a month or more in a calendar year.

22.09 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of her/his vacation and continues to be sick or injured into their scheduled vacation period, such employee shall be

granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

ARTICLE 23 HOURS OF WORK

23.01 Hours of Operation

The Employer's sites generally operate between Monday and Saturday. The Employer may operate its sites on a Sunday and a Saturday, in the case of those sites that do not currently operate on Saturdays.

Where the Employer decides to amend the hours of operation of a site, the Employer will provide the Union with as much notice of the change as is practicable and the Employer and the Union agree to meet and make good faith efforts to resolve any issues that arise from such a change.

23.02 Hours of Work

The hours of work of the various classes of employee are as described in Articles 3.01, 3.02 and 3.03.

The Employer will first consult with an affected employee prior to changing the employee's regular schedule of employment.

During the course of such consultation, the Employer will consider any personal circumstances that the employee claims will be adversely impacted by a change to the employee's regular schedule of employment. The Employer will consider any alternatives that the employee may advance to address the need for a change to the employee's regular schedule of employment.

If, after the conclusion of the consultation, the Employer determines that a change to the employee's regular schedule of employment is required, the Employer will provide the affected employee with as much notice of the change as is practicable in the circumstances.

Notwithstanding anything to the contrary contained in this Article, employees employed as of January 1st, 2011 and who do not as of that date work a regular shift schedule that includes a Saturday, Sunday or evenings, shall not be required to work a regular shift that includes a Saturday, Sunday or evenings without their consent.

23.03 Meal Period

A meal period of one (1) hour (one-half (1/2) hour for MRI Technologists in Victoria region and for Lower Mainland locations except for X-Ray at the East 10th location) shall be scheduled during each shift of five (5) hours or more. Meal periods may be scheduled on an individual basis and may be changed from time to time and shall be unpaid.

- (a) Notwithstanding (a) where the Employer for bona fide reasons identifies a need to increase staffing in the middle of a shift it will request volunteers to take only a one-half (½) hour lunch period and work a thirty-seven and one-half (37½) week according to the Letter of Understanding on Hours of Work and Job Sharing. Where there are insufficient volunteers the junior person in the classification/location affected may be required.
- (b) If the employee is scheduled to work a shift of less than ten (10) hours and is directed by the Employer to not take the full meal period then the employee shall receive regular pay at the appropriate rate for the additional time worked.

- 23.04 There shall be a paid rest period of fifteen (15) minutes in each shift segment of four (4) hours or more and in each half of a shift of seven (7) hours or more. Such rest period shall be taken at a time which does not interfere with patient service and in single employee locations may be taken at the work location when patient flow permits.
- 23.05 (a) Employees shall receive at least two (2) consecutive days off in each calendar week. Employees shall not be required at any time to work more than five (5) consecutive days except for voluntary shift change or exchange.
- (b) Notwithstanding (a) an employee may agree to work a six (6) day schedule.
- 23.06 **Assignment of Additional Hours to Part-Time and Casual Employees**
- (a) Part Timers and casuals indicate when they are able to work.
- (b) The employer determines what work assignments they are qualified in and place them on a list.
- (c) As additional work comes available in that work assignment(s) such employees shall be called to work with the factors considered being seniority and willingness to work.
- (d) Where the Employer does not follow the above process the employee will be assigned the next available additional hours in an amount at least equal to the missed hours.
- (e) The Employer will maintain a record of the opportunities offered to employees under this Article and shall provide such record to the Union's stewards at the request of the Union.

ARTICLE 24 OVERTIME

24.01 Authorized Overtime

- (a) A record shall be kept of authorized overtime worked by each employee.
- (b) Overtime shall be defined as those hours of work for which overtime is paid under Article 24.03
- (c) Overtime earned shall be paid.

24.02 Approval of Overtime

The Employer shall post a list of personnel authorized to approve overtime.

24.03 Overtime Rates in Accordance with British Columbia Employment Standards Act

- (a) Overtime at the rate of time and one-half ($1\frac{1}{2}x$) shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per calendar week.
- (b) Overtime at the rate of double time ($2x$) shall be paid for all hours worked in excess of eleven (11) hours per day.

24.04 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium

hours under more than one provision. In such circumstances, the highest premium will be applied.

ARTICLE 25 TRANSPORTATION ALLOWANCE AND TRAVEL EXPENSE

- 25.01 (a) When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, the transportation allowance will be \$0.30 per kilometre.
- (b) Business related mileage shall not include the distance an employee drives between their home and work site, but shall include all other mileage required to be driven between work sites.
- 25.02 When an employee is required by the Employer to travel for employment purposes the employee shall be reimbursed for reasonable expenses supported by receipts as required by the Employer.

ARTICLE 26 SHIFT POSTING

26.01 Shift Posting

The Employer shall post the standard hours of work and unscheduled days including statutory holidays, eight (8) calendar days in advance and the employee shall be obliged to work that schedule.

26.02 Voluntary Shift Exchange

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

- (a) Prior approval of such exchange is given by the employee's immediate Supervisor, and;
- (b) no employee shall be entitled to any extra compensation, and;
- (c) both employees work the shift to which they exchanged.
- 26.03 It is recognized that additional hours of work may be offered after the schedule has been provided and that employees may not be able to work their assigned hours because of illness or injury.

ARTICLE 27 PREVIOUS EXPERIENCE

- 27.01 When the Employer hires a new employee, the Employer may recognize previous relevant experience.
- 27.02 Previous experience shall be considered as follows:

Prior to hiring the person will be advised that:

"If hired you will be covered by a Collective Agreement in which the wage rate depends on your level of previous work experience and length of service. If you have previous work experience related to the position for which you are applying, please provide documentation such as Certification, Registration, and description of your previous work including employer name and dates and confirming documentation for previous

employers. You will have thirty (30) calendar days from the date of hire to discuss this previous experience with management with the assistance of a union steward."

- (a) The Employer wishes to give credit for previous experience in order to recruit and retain new employees. In view of this, the final evaluation of previous experience shall be made by the Employer after the consultation in (a).

ARTICLE 28 RELIEF

28.01 Relief

- (a) In the event of an employee being assigned to perform the core duties of a higher rated job for a minimum of one shift of seven (7) hours or more, the employee shall receive the lowest rate in the higher rated job wage structure. This does not entitle a person to the rate for a Registered or Certified Technologist if the person assigned is not certified or registered. It is recognized that in some cases there is an overlap of duties between different classifications. In those cases the employee seeking the higher rate must perform the duties which are unique to the higher rated duties.
- (b) In cases where an employee is required to transfer temporarily to a lower rated job other than as a demotion or layoff, such employee shall incur no reduction in pay rates because of such transfer.

ARTICLE 29 SUPERIOR BENEFITS

29.01 The Employer will continue those red circled wage rates and enhanced vacation benefits in effect as of March 1, 2004, for those employees on staff at November 19, 2003 in the Victoria Clinics, and at June 22nd, 2007 for the Vancouver Clinics subject to changes negotiated, if any, in the 2007 renewal negotiations.

29.02 This provision applies only to employees on staff on the date of Certification.

ARTICLE 30 JOB DESCRIPTIONS

30.01 Job descriptions, if any, do not form part of the collective agreement and may be changed by the Employer to reflect operations realities. Consultation will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.

30.02 Job Evaluation Plan

The employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.

30.03 Employees will be consulted on and have access to their job descriptions.

ARTICLE 31 HEALTH AND WELFARE COVERAGE

31.01 Medical Coverage

The Employer will arrange and pay its share of premiums for the Insured Benefit Plan and B.C. MSP for all employees whose standard weekly working hours are equal to or greater than twenty-four (24) per week and who have been continuously employed for three (3) months plus one (1) day and who are actively at work or:

- (a) who are unable to work due to a medical condition which is documented to the satisfaction of the Employer or due to statutory parental leave, both to a maximum of one (1) year;
- (b) receiving LTD benefits
- (c) who are laid off, until the end of the notice period except that LTD and travel outside of Canada do not continue past the day of layoff; or
- (d) who are entitled to benefit continuation under Article 21.02.

The Insured Benefit Plan entitlement requires¹ that the employee pay his/her share of the benefit premiums by payroll deduction or premium contribution prior to the 15th day of the preceding month post-dated to the 23rd of that month. The Plan benefits are described in the current benefits booklet. Neither the Plan nor the booklet form part of this Agreement.

31.02 The Insured Benefit Plan shall not form part of the collective agreement but shall provide the following minimum level of insured benefits effective January 1, 2008.

Life Insurance -	2x annual earnings maximum \$500,000 Reduce to 50% at age 65 Terminates at age 70
Dependent Life -	Spouse \$10,000 Children \$5,000
Accidental Death and Dismemberment --	2 x annual earnings maximum \$500,000 Reduce to 50% at age 65 Terminates at age 70
Long Term Disability -	66.7% of monthly earnings to first \$2,250 monthly earnings 50% of next \$3500 40% of the balance Elimination period - 119 days Benefit Period to age 65 Definition of disability -- 2 year own occupation Overall maximum \$5,000 All sources limit - 85% Status - non taxable provided employee share of premium cost is directed to the payment of LTD premium first
Extended Health Care --	Drug Deductible - Dispensing fee 100% Provincial Formulary Fertility Drugs - 50% to \$1000 lifetime maximum Extended Health- nil deductible, 100% reimbursement subject to plan maximum Paramedical Practitioners - \$500/practitioner/year Hearing aides - \$500/48 months Wigs for chemo - \$200 lifetime

¹ Participation by eligible employees is mandatory with some exceptions where covered by spouse. The amount of employee premium contributions are as advised on an annual basis.

Vision - \$200/24 months
Eye exams - \$50 per 24 months

Emergency Travel Assistance - 45 days

Dental Care - Nil deductible
Basic & Minor restorative - Plan A 100% reimbursement
Recall I x 12 per months
Major Services – Plan B 50% reimbursement
Combined annual maximum - \$1500
Late entrant dental max - \$100 first year
Current year's fee guide

Conveniences - pay direct card

31.03 Change of Carrier

The Employer reserves the right to change the carrier(s) of any of the benefit plan(s) provided that the level of benefit coverage as a package is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

31.04 The Employer will provide, 6 months prior to the expiry of the Collective Agreement, a list of the premium costs for all of the foregoing benefits by benefit type (e.g.- Life Insurance, Dental, etc.] The Employer will also provide demographic data.

31.05 Premium Cost Sharing

The Employer's share of the premiums referred to in Article 31.01 will be 60% of the premium cost of BC MSP and the Insured Benefit Plan described above. The balance of the cost of the premiums will be deducted from employees' pay. The employee's share of the premiums will be deemed to first be allocated to LTD premium and then to the premium costs generally.

31.06 Confidentiality of Claim Forms

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

ARTICLE 32 UNIFORMS

32.01 In accordance with the employees' and the Employer's intention to present themselves to the public in a consistent and professional manner, employees shall, at all times while they are at work, wear the uniform prescribed by the Employer. The only exception relates to the employees employed in their first 90 days of employment, who will not be required to wear the prescribed uniform while they are waiting for delivery of such uniform.

The Employer will provide each employee with a credit, once per year, for the purchase of the prescribed uniform, which the employee may utilize on a secure website and which shall be in the following amounts;

- i. full-time employee: \$103
- ii. part-time employee: \$53

- iii. casual employee: \$28

New employees who first become employed by the Employer up to June 30th of a calendar year shall receive the credit described above. New employees who first become employed by the Employer after June 30th of a calendar year shall receive 50% of the credit above.

ARTICLE 33 GENERAL PROVISIONS

33.01 Personal Property Damage

Upon submission of reasonable proof the Employer will repair or indemnify with respect to damage to the personal property at the workplace, excluding automobile (and contents), of an employee while on duty caused by the actions of a patient, or client. Such personal property excludes cash or jewellery or other "valuables" and must be an article of use or wear of a type suitable for use while on duty considering that there is no lockable storage. The employee must have taken reasonable precautions for the storage or protection of the property and the Employer will provide a lockable storage facility for purses and small personal items.

33.02 Indemnity

1. The Employer agrees that it shall;
 - (a) indemnify an employee for the cost of reasonable legal fees incurred by the employee and associated with the defence of any claim brought against the employee by a third party arising directly from the proper performance of his or her duties for the Employer, and,
 - (b) indemnify an employee for any liability to a third party assessed against the employee (including any court ordered damages and costs) and arising directly from the proper performance of his or her duties for the Employer.
2. As a condition of the Employer indemnifying an employee under paragraphs 1(a) and (b), the Employer may instruct the defence of a claim and an employee agrees to cooperate with the Employer in defending the claim.
3. In the case that the Employer and an employee are subject to the same or related claims, and in lieu of an indemnity under paragraph 1(a), the Employer may, subject to the existence of a conflict, elect to have its counsel represent the employee and pay the legal fees associated with such representation.

33.03 Pay Cheques or Deposit

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

- (a) The pay stubs given to the employees shall include designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, and an itemization of all deductions
- (b) Employees will be paid bi-weekly in a twenty-six (26) pay period cycle.

33.04 Employer/Union Printing Costs

The cost of printing the collective agreement in an agreed format will be shared equally between the Employer and the Union. The Employer will make available copies of the Collective Agreement to all of its employees.

33.05 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representative which may conflict with the terms of this Agreement. For greater certainty, confidentiality agreements and written and signed authorizations to deduct amounts owed to the Employer are not prohibited.

33.06 Reimbursement for Professional Fees or Examination Fees

The Employer will reimburse all full-time technologists, up to a maximum of \$350 in each calendar year (which may be carried forward from one calendar year to the next, through to the end of the term of the Collective Agreement), for the costs of annual dues or fees required to be paid by such employee to their governing association, associated insurances or tuition or fees required by courses which relate to the employee's employment with the Employer, all of which must be first approved by the Employer, and provided that the employee submits a receipt to the Employer confirming the payment of such annual dues, fees or tuition.

33.07 Group RRSP

Participation in the Group RRSP shall be voluntary and shall be subject to the conditions described in this Article and in the Group RRSP.

The Employer agrees to establish a Group RRSP and to administer the Group RRSP and in accordance with the terms of the Plan.

All regular employees shall be entitled to participate in the Group RRSP provided that they elect to register in the Plan, as directed by the Employer, within 90 days of the effective date of the Collective Agreement or, in the case of the employees who first become employed by the Employer after the effective date of the Collective Agreement, within 90 days of the date that they successfully complete the probationary period provided by this Agreement.

Employees, who elect to register in the Group RRSP in accordance with this Article, will have, at their election made at the time of the registration or within 15 days of January 1st of each year, 1% or 2% of their regular, non-overtime wages deducted from their wages and remitted to the Group RRSP.

The Employer will contribute an amount equal to the amount deducted from the employee's wages under this Article and remit such amount to the Group RRSP. The monies remitted to the Group RRSP shall, at all times, remain an asset of the employee on whose account the remittance was made.

Amounts remitted to such Group RRSP shall be locked in and may not be withdrawn by an employee, except as may be expressly provided by the Group RRSP. In the case an employee's employment ends, the monies held in the Group RRSP on account of the employee will be transferred to another RRSP of the employee's choice.

Any employee that withdraws from the Group RRSP may not be eligible to participate in the Group RRSP in the future.

ARTICLE 34 SAFETY AND OCCUPATIONAL HEALTH

34.01 Promotion of Safe Work Habits

The parties to this Agreement agree to co-operate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the *Workers' Compensation Act* and related Regulations.

34.02 Employee Safety

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

Hepatitis B immunization will be provided at no cost to the employee.

34.03 Joint Health and Safety

There shall be a Joint Health and Safety Committee for each geographic area (see Art. 1-definitions). Each Committee shall meet no less than once every per month and each committee shall be comprised of 2 persons selected by the Union and 2 persons selected by the Employer. The duties and functions of the Joint Committee shall be consistent with the applicable Regulations.

ARTICLE 35 HARASSMENT

35.01 The parties subscribe to the principles of the *Human Rights Code* of British Columbia.

35.02 There will be no discrimination against any employee for reason of membership or activity in the Union or exercising any right under this collective agreement.

35.03 There will be no discrimination against any employee on the basis of sexual orientation.

ARTICLE 36 EMPLOYEE EVALUATION AND RECORDS

36.01 Performance Evaluation

When a formal written performance 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.

36.02 Employee Access to Files

An employee will be entitled once per twelve (12) months and the Union Provincial rep will be entitled, both upon reasonable notice, to access to the employee's personnel file and without limiting the generality of the foregoing, will be entitled to inspect the formal written performance evaluation and all written censures, letters of reprimand and adverse reports. 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.

- 36.03 Any employee who disputes a censure, reprimand or adverse report other than a disciplinary action shall be entitled to make a written response which shall be retained in the employee file.
- 36.04 The Employer will not rely on written warnings which are more than twenty-four (24) months old unless there has been intervening discipline.

ARTICLE 37 EFFECTIVE AND TERMINATION DATES

- 37.01 The term of this Agreement shall be for five (5) years from the 1st day of January, 2011 to the 31st day of December 2015.
- 37.02 The provisions of this Agreement continue until it is superseded by a subsequent agreement.
- 37.03 It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* is excluded from the Agreement.
- 37.04 Any change in this agreement may be made by written mutual agreement at any time during the life of this agreement.
- 37.05 **Notice to Bargain**

Either the Employer or the Union may provide the other party with notice of its intention to negotiate amendments to the Collective Agreement by delivering written notice to the other party on or after September 1st, 2015. If neither party provides notice to the other by October 1st, 2015, both parties shall be deemed to have provided notice to the other under this Article on that date.

ARTICLE 38 CLASSIFICATION AND WAGE RATES

- 38.01 Appendix A is hereby made part of this Agreement.

Dated this 5th day of April, 2011, at Vancouver, B. C.

CML HEALTHCARE INC.


Pat Vanelli, Director H.R.

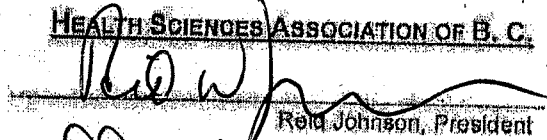

George Cunningham, Director, Western Canada


Dia Garost, Operations Coordinator


Trish Dumais, HR Generalist, Western Canada


Dianne Bida, Operations Manager, Vancouver

HEALTH SCIENCES ASSOCIATION OF B. C.


Reid Johnson, President


Dan Demetika, Senior Labour Relations Officer


Maureen Ashfield, Labour Relations


Annette Preston, Bargaining Committee Member


Willardo Benig, Bargaining Committee Member


Lynn McDiarmid, Bargaining Committee Member


Ajeesh Kallian, Bargaining Committee Member

Appendix A - Article 38: Classifications and Wages

CLASSIFICATION / EFFECTIVE	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
Ultrasound (Certified)						
Jan. 1, 2011	30.99	31.77	32.56	33.38	34.21	35.07
Jan. 1, 2012	31.30	32.09	32.89	33.71	34.55	35.42
Jan. 1, 2013	31.61	32.41	33.21	34.05	34.90	35.77
Jan. 1, 2014	32.25	33.06	33.88	34.73	35.60	36.49
Jan. 1, 2015	33.05	33.88	34.73	35.60	36.49	37.40
X-Ray Certified/BMD						
Jan. 1, 2011	25.74	26.38	27.04	27.72	28.41	29.12
Jan. 1, 2012	26.00	26.64	27.31	28.00	28.69	29.41
Jan. 1, 2013	26.26	26.91	27.58	28.28	28.98	29.70
Jan. 1, 2014	26.78	27.45	28.14	28.84	29.56	30.30
Jan. 1, 2015	27.45	28.13	28.84	29.56	30.30	31.06
Transcription						
Jan. 1, 2011	17.48	17.92	18.36	18.82	19.29	19.78
Jan. 1, 2012	17.65	18.10	18.54	19.01	19.48	19.98
Jan. 1, 2013	17.83	18.28	18.73	19.20	19.68	20.18
Jan. 1, 2014	18.19	18.65	19.10	19.58	20.07	20.58
Jan. 1, 2015	18.64	19.11	19.58	20.07	20.57	21.10
¹Reception / Darkroom						
Jan. 1, 2011	14.39	14.75	15.12	15.50	15.89	16.28
Jan. 1, 2012	14.53	14.90	15.27	15.66	16.05	16.44
Jan. 1, 2013	14.68	15.05	15.42	15.81	16.21	16.61
Jan. 1, 2014	14.97	15.35	15.73	16.13	16.53	16.94
Jan. 1, 2015	15.35	15.73	16.13	16.53	16.95	17.36
¹ Includes previous premium of .50						
MRI Technologist						
Jan. 1, 2011	31.83	32.78	33.77	34.78	35.82	36.90
Jan. 1, 2012	32.15	33.11	34.11	35.13	36.18	37.27

CLASSIFICATION / EFFECTIVE	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
Jan. 1, 2013	32.47	33.44	34.45	35.48	36.54	37.64
Jan. 1, 2014	33.12	34.11	35.14	36.19	37.27	38.39
Jan. 1, 2015	33.95	34.96	36.02	37.09	38.20	39.35
X-Ray Certified with Mammo						
Jan. 1, 2011	26.74	27.38	28.04	28.72	29.41	30.12
Jan. 1, 2012	27.01	27.65	28.32	29.01	29.70	30.42
Jan. 1, 2013	27.28	27.93	28.60	29.30	30.00	30.73
Jan. 1 2014	27.82	28.49	29.18	29.88	30.60	31.34
Jan. 1, 2015	28.52	29.20	29.91	30.63	31.37	32.12
Non-Certified X-Ray						
Jan. 1, 2011	23.17	23.75	24.34	24.95	25.57	26.21
Jan. 1, 2012	23.40	23.99	24.58	25.20	25.83	26.47
Jan. 1, 2013	23.64	24.23	24.83	25.45	26.08	26.74
Jan. 1 2014	24.11	24.71	25.33	25.96	26.61	27.27
Jan. 1, 2015	24.71	25.33	25.96	26.61	27.27	27.95

After initial placement on the wage grid, advancement from one wage step to another within a classification shall occur at the commencement of the first pay period following the next anniversary date of the employee's continuous service.

No employee shall move to the next step more than once per calendar year after initial placement on the Appendix A grid.

The Employer may limit the number of persons required in the classification XRay-Mammo.

The Employer may, following January 1, 2008, give advance standing on the wage grid in consideration of a newly hired employee's previous experience accepted by the Employer.

Certified means the employee has passed the relevant CAMRT or ADRMS examination (or any future Canadian equivalent) and has been certified.

LETTERS OF UNDERSTANDING

Letter of Understanding Between CML HealthCare Inc. and Health Sciences Association of B.C.

Re: Workload

The Employer agrees to examine the workload at each of its locations on a semi-annual basis and to provide the results to the Union in respect of its findings. In the case that the results indicate a discrepancy in the workload, the Employer and the Union will meet and make good faith efforts to reach a mutually agreeable resolution.

**Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.**

Re: Hours of Work and Job Sharing

The Parties recognize the desirability of maintaining the current hours of operation in each location and acknowledge that there are a variety of factors which may require changes in those hours.

Accordingly the Employer agrees that it will only make changes in a location's hours of operation for valid business reasons.

Where the Employer decides to change the hours of operation to 37-1/2 or Saturday or Sunday; the Employer will provide the Union with as much advance notice as practicable and will meet with the Provincial Union representative to negotiate an implementation process with a view to impacts on employees and their benefits.

No employee employed before March 1, 2004, will be required to work a regular work week which includes Saturday except at Burnside, or Sunday.

Any 37½ hour work week will first be offered to present employees before hiring from outside.

No employee working full time as of March 1, 2004, will have their hours of work reduced as a result of introduction of a 37 1/2 hour work week.

Job Sharing

Job sharing is defined as two regular employees voluntarily "job sharing" a single full-time position.

Job Sharing Arrangements – refers to specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

Article 1 – Preamble

- 1.01 This Memorandum of Understanding establishes provision for two employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.02 A "Job 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.
- 1.03 It may be to the advantage of the parties to initiate job sharing agreements in circumstances such as:
 - Avoiding the potential loss of a valuable employee whose circumstances prevent them from working full-time;
 - Maintaining a mix of backgrounds/experience that will enhance the operation.

Article 2 – Participation

- 2.01 The parties recognize that involvement in job sharing is voluntary for all parties and at the discretion of the Employer.
- 2.02 Employees may initiate a request for job sharing in writing.
- 2.03 Upon approval of a request to job share a notice will be posted within the department 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 department and classification except where the Employer and the Union agree in good faith.

- 2.04 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.01, 2.02, and 2.03, above.
- 2.05 An employee will be deemed to be on a familiarization period pursuant to Article 10.01 (d).

Article 3 – Maintenance of Full-Time Positions

- 3.01 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.
- 3.02 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.
- 3.03 If one job sharing partner decides to discontinue participating in a job share, the employee must give sixty (60) days notice and the employee will then post into another regular position, revert to casual, or resign.

The Employer will post a notice within the department to determine interest in filling the vacated portion of the job share. Should more than one qualified employee wish to assume this vacated portion of the job share, the selection shall be on the basis of seniority.

Should no qualified employee wish to participate in the job share the remaining employee shall be given the first opportunity to assume the position on a full-time basis. If the employee does not wish a full-time position then the employee would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.

- 3.04 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.
- 3.05 The Employer must give sixty (60) days notice if they wish to end a job sharing arrangement.
- 3.06 Either party may cancel this Memorandum on sixty (60) days notice.

Article 4 – Schedules and Job Descriptions

- 4.01 A work schedule will be set out in advance by the job sharing partners showing the days and hours or shifts to be worked in the specified position for each job sharing partner.

Article 5 – Benefits

- 5.01 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit purposes.
- 5.02 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Article 6 – Relief

- 6.01 The job sharers are jointly committed to and responsible for fulfilling the full time obligation including vacation replacement.

**Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.**

Re: Withholding Amounts

Prior to union certification some employees were advanced wages to ease the impact of a change in payroll periods. Those employees signed authorizations to withhold the amounts advanced from their final pay upon cessation of employment. The following is agreed:

Any amount owing by an employee which exceeds the employee's normal earnings during a pay period will be reduced in equal amounts over the first four (4) pay periods following June 1, 2004.

**Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.**

Re: Sue Sneddon

Sue Sneddon will be treated as in a unique position "incumbent only."

**Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.**

Re: Team Leader Premiums

The following Team Leader premiums will be paid to the following persons for any pay period in which the employee is paid, based on the employee's standard hours as of November 27, 2007:

- Anselmo Fernando - \$120 per pay period in addition to his red circled rate
- Aaron Rumsby - \$ 75 per pay period in addition to his appropriate rate as determined on Appendix A
- Loreena Anilao - \$ 80 in addition to her appropriate rate as determined on Appendix A

These premiums are intended to reimburse the named employees for responsibilities of assigning work, monitoring and reporting on work, training (although that responsibility is shared with other bargaining unit employees and supervisory personnel) and, in the case of Anselmo Fernando, for performing unique duties as an X-Ray Technologist-Registered, at more than one location.

Should the Employer relieve any of these employees of their Team Leader positions, the employee affected will be wage protected at a red circled pay rate that includes the premium in effect on the last date before the duties were removed. Wage protection shall not apply in the case that the employee requests that he or she be relieved of the Team Leader duties.

There is no requirement that the Employer introduce Team Leaders into other locations of its operations by virtue of having these current positions in Vancouver and New Westminster or that if one or more of those persons is no longer a Team Leader(s), that there is a vacancy to be posted.

Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.

Re: Team Leader Premiums

Date: November 18, 2010

Employees, except for those employees covered by the existing Letter of Understanding re: Team Leader Premiums, and who are designated by the Employer to be Team Leaders, shall be paid a premium for so long as they are designated as Team Leaders.

The premium shall be continued in the amount of \$1.00 per hour worked for employees employed in the non-technical classifications and \$1.50 per hour worked for employees employed in technical classifications.

The Employer will develop a position profile that outlines the duties of Team Leaders.

For greater clarity, there is no requirement that the Employer designate any employee as a Team Leader, maintain such designation or replace any Team Leader who may have his or her employment end or his or designation removed. A vacancy shall not exist in these circumstances.

Those employees who, as of November 18th, 2010, had been designated by the Employer as Team Leaders and who may have that designation removed by the Employer, will be wage protected at a red circled pay rate that includes the premium in effect on that last date before the Team leader duties were removed. Wage protection shall not apply in the case that the employee requests that he or she be relieved of the Team Leader duties.

In the event that the Employer contemplates changing the current Team Leader structure, the Employer and the Union will meet and make good faith efforts to reach a mutually agreeable solution.

**Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.**

Re: MRI – Relief/Backfill in Other Geographic Area

The Employer retains the right to occasionally request an MRI Technologist to travel to the other geographic area to perform MRI duties for the Employer.

The MRI Technologist may, without sanction, decline the Employer's request.

An MRI Technologist accepting the requested deployment will be provided with their reasonable travel costs, accommodation, meals and other reasonable costs. Travel time will also be paid as per the wage schedule to a maximum of three (3) hours per round trip at straight time and such travel time shall not be considered as time worked for calculating overtime liability.

**Letter of Understanding
Between
CML HealthCare Inc.
and
Health Sciences Association of B.C.**

Re: Louise Bluck and Lynn McDiarmid

Louise Bluck and Lynn McDiarmid who are X-Ray Certified with Mammo will retain that classification and rate if assigned to other X-Ray Technologist duties.