AUPE and The Good Samaritan Society (PPDD) Local 042/007 Outstanding Monetary Proposals (presented to the Employer December 14, 2022)

# Article 20 – Leaves of Absence

- NEW 20.13 Domestic Violence Leave
  - (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
  - (b) An Employee may access applicable leaves of absence or banks such as sick leave, special leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.
  - (c) Personal information concerning domestic violence will be kept confidential by the employer.
  - (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
  - (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

## Article 30 – Health Benefits (changes are bolded)

- 30.02 When the enrollment and other requirements of the benefit carriers have been met, the Employer shall take steps to contract for and implement the following group plans:
  - (a) An Extended Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract. There shall be no caps per visit for Extended Health Plan benefits.
  - (b) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
  - (c) A Dental Plan which provides reimbursement **based on the current dental fee guide** as follows:

- (i) eighty percent (80%) reimbursement of eligible basic services;
- (ii) fifty percent (50%) reimbursement of eligible extensive services; and
- (iii) fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.
- (d) At the Employers' option, a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (e) A Group Insurance Plan, inclusive of:
  - (i) Basic Life Insurance (1X annual salary);
  - (ii) Basic Accidental Death and Dismemberment Insurance;
  - (iii) Long Term Disability Insurance (income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period).

## NEW Article 37 - Shift Differential/Weekend Differential

- 37.01 (a) Shift Differential
  - A shift differential of two dollars and seventy-five cents (\$2.75) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
  - (ii) A shift differential of five dollars (\$5.00) per hour will be paid for all hours worked between twenty three hundred (2300) hours and zero seven hundred (0700) hours.

## 37.02 Weekend Differential

An Employee shall be paid, in addition to her Basic Rate of Pay and any shift differential to which she may be entitled, a weekend differential of three dollars and twenty-five cents (\$3.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

- 37.03 To be eligible for payment of shift differential, an Employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.
- 37.04 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 37.05 Where applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

## WAGES

A 5 year collective agreement term which will expire June 30, 2023 with the following wage increases:

Effective July 1, 2018, Step 3 becomes Step 1.

Effective July 1, 2018, increase wages by 2% (retroactive). Effective July 1, 2019, increase wages by 2% (retroactive). Effective July 1, 2020, increase wages by 2% (retroactive). Effective July 1, 2021, increase wages by 2% (retroactive). Effective July 1, 2022, increase wages by 2% (retroactive).

1% Lump Sum Payment - Pandemic Pay for all hours worked from January 1, 2021 to December 31, 2021.

## NEW Letter of Understanding #5

**RE: FLEXIBLE SPENDING ACCOUNT** 

The following shall apply:

A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits in accordance with Article 27: Health Benefits, Clause 27.07.

On July 1 of each year, a sum of one thousand (\$1000.00), per each benefit eligible Full-time Employee shall be allocated by the Employer to a FSA for each eligible Full-time Employee. This FSA shall be provided to benefit eligible Part-time employees on a pro-rated basis, based on their full-time equivalency as of June 1 of each calendar year.

The FSA may be utilized by Employees for the purposes of receiving reimbursement for:

(a) Expenses associated with professional development including:

- Tuition costs or course registration fees;
- Travel costs associated with course attendance;
- Professional journals, books or publications; and
- Computer software and following ratification, computer hardware.
- Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- (b) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 28 of the Collective Agreement.
- (c) Contribution to an Employer administered Registered Retirement Savings Plan (RRSP) and effective July 1, 2017, Tax Free Savings Account (TFSA).
- (d) Wellness expenses, which may include, but are not limited to, such expenditures such as fitness memberships and fitness equipment.
- (e) Family care including day care and elder care expenses.

By June 1<sup>st</sup> of each year, employees who are eligible for the FSA will make an allocation for the utilization of their FSA for the subsequent Spending Account year (July 1 to June 30). Any unused allocation in an Employee's FSA as of June 30 of each calendar year may be carried forward for a maximum of one (1) calendar year.

Employees who are laid off after July 1<sup>st</sup> in the year in which the funds are available, shall maintain access to the fund for the balance of that Spending Account year (July 1 to June 30) while on layoff.

Reimbursement will be provided by the insurer upon submission of an original receipt. Photocopies will not be accepted.

The Flexible Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Spending Account.