

COLLECTIVE AGREEMENT

Between

**International SOS Medical Services Canada
ULC**

(Hereinafter referred to as the "Employer")

and

**Canadian Union of Public Employees
Local 113-01**

(Hereinafter referred to as the "Union")

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ARTICLE 1 PREAMBLE

1.01 Whereas it is the desire of both Parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- e) Both Parties agree to act in a fair and reasonable manner.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

Now, therefore, the Parties agree as follows:

ARTICLE 2 DEFINITIONS

- a) Employee is any person employed full or part-time by the Employer in one of the positions listed in Schedule A.
- b) Employer is International SOS Medical Services of Canada ULC.
- c) Probationary Employee is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- d) Regular Full-Time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule of forty (40) hours per week.
- e) Regular Part-Time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the Regular Full-Time Employee.
- f) Casual Employee is an Employee who may elect to work or not to work for a temporary period when requested by International SOS Medical Services Canada ULC.
- g) "Union" is the Canadian Union of Public Employees, Local 113-01.

ARTICLE 3 RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed by International SOS Medical Services Canada ULC, in accordance with the Labour Relations Board Certification dated February 1, 2024.

3.02 Work of the Bargaining Unit

Managers will not perform bargaining unit work, except in cases of emergency when no qualified member of the bargaining unit is available.

3.03 No Contracting Out

The Employer agrees not to contract out any work presently performed by Employees covered by this Agreement, which would result in the laying off or the reduction in classification of such Employees.

3.04 Student Employees

Student Employees are not included in the Bargaining Unit and this Agreement does not apply to Student Employees. The employment of a Student Employee shall not result in the lay-off or reduction of hours of a regular Employee or the termination of a probationary Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.

3.05 Protection Against Volunteers

Volunteers will not be used to perform work of the bargaining unit.

3.06 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.07 Crossing of Picket Lines During a Strike

An Employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out Employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out Employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any Employee who exercises their right under this Article will notify the Employer immediately.

3.08 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

3.09 Union Orientation Sessions

a) Potential Employees

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

b) New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative. The Union Steward or Representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. Any Union Representative must have the necessary clearances and authorizations to be on the worksite. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

c) Notification of new hires

The Union will be notified of the full name, start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

3.10 Access to Work Site

a) Union Meetings

With a minimum of twenty-four (24) hours' notice, and provided space is available, the Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

b) Work Site Access

With a minimum of twenty-four (24) hours' notice the Representatives designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

3.11 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. With a minimum of twenty-four (24) hours' notice, whenever possible, such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.12 Bulletin Boards

The Employer will provide a Union bulletin board in each work site. This board will be located in an area that is highly visible to Employees. The bulletin boards will be used solely for postings by the Union.

3.13 Copies of the Agreement

The Union shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 4 NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, union affiliation or activity, genetic characteristics or any other prohibition of the Human Rights Code.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

4.03 Sexual Harassment

- a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:
 - i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
- c) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
- d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement will be decided through the grievance and arbitration procedure.

ARTICLE 6 NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 UNION SECURITY

7.01 Union Security

All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present Employees who are now members of the Union and those Employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

7.02 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.

b) Dues supporting documentation

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and

- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) T-4 slip

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 8 LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Union-Management Committee

a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will enjoy the full support of both Parties in the interests of improved service to the public, and job security for the Employees.

b) Function of Committee

The Committee will concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- 2) Improving and extending services to the public.
- 3) Promoting safe and sanitary practices.
- 4) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Any other matters mutually agreeable to the Parties.

c) Meetings of Committee

The Committee will meet at least once every two (2) months at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

d) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

e) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer will each receive two (2) signed copies of the minutes within three (3) days following the meeting.

f) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than three (3) members of the Employer as representatives of the Employer, and not more than three (3) members of the Union as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee.

Time off with pay and benefits and without the loss of seniority shall be granted to the three (3) representatives of the Union to attend meetings of the Bargaining Committee, up to and including mediation (or interest arbitration, as the case may be). The Union will reimburse the Employer for the receipt of such pay and benefits.

ARTICLE 9 WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries/wages bi-weekly, every other Friday via direct deposit into the Employees Bank account, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages, overtime, and other supplementary pay and deductions.

9.02 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer within three (3) working days of being notified.

9.03 Bonus Programs

All Employees are eligible for current incentive programs provided by the Employer to non-bargaining unit staff. The Employer agrees to distribute these bonuses to the Employees in a timely manner for the purpose for which the incentive was provided. These programs include:

A. Referral Bonus

The Employer will include union members in the company-side referral bonus program. The Employer reserves the right to change terms and conditions of the program to meet business and workforce needs.

B. Retention Bonus

A retention bonus of one thousand dollars (\$1,000) will be paid to Employees quarterly upon completion of every two hundred (200) full shifts.

9.04 Education and Professional Fees

Employees within the bargaining unit will continue to have access to such education and level up programs as may be offered to Employees outside the bargaining unit.

Upon completion of two hundred (200) shifts licensing/registration fees for the previous year will be reimbursable quarterly.

Maintaining or upgrading certification, licensing/registration and/or courses as required by role will be provided to all Employees and shall not be unreasonably withheld by the Employer.

The Employer agrees to pay the costs of upgrading certification, registration/licensing and/or courses that are required to be taken by any Employee. Such approval will not be unreasonably withheld.

Employees will receive training at least to the standard and level required within the contract for which their services are being rendered.

Where an Employee is required to maintain a certification, registration/licensing and/or courses that pertains to their position, the Employer will pay for the fees associated with that requirement. The Employee must submit a request in writing to the Employer and obtain approval prior to proceeding with the course or renewal. The Employer will respond to such requests within seven (7) business days. This will not be interrupted by a temporary reassignment or secondment.

9.05 Travel Expenses and Reimbursement

- a. Employees shall receive up to three hundred dollars (\$300) as a travel reimbursement per rotation. This will include, but not be limited to, mileage, hotel accommodation, airfare, and airport parking costs, where required.
- b. All Employees' commercial travel will be booked and paid for by the Employer. This will be from the Employee's place of residence within Canada and may be to a charter hub or direct to site as determined by the Employer. Employer policy will address flight cancellations/delays, minimum fare class and minimizing the impact of travel on the personal time of Employees.
- c. When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at fifty-five cents (\$0.55) per km.
- d. When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.

ARTICLE 10 HOURS OF WORK

10.01 Normal Hours of Work and Work Schedule

a) Day Shift and Night Shift

A normal work rotation over twenty-eight (28) days will consist of:

- One (1) partial day of travel/work/rest
- Thirteen (13) consecutive work shifts onsite
- One (1) partial day of travel/work/rest
- Thirteen (13) consecutive days of rest

b) Emergency Response Team (ERT)

- 1) The standard ERT schedule will alternate between a work rotation of day shifts and a work rotation of night shifts.
- 2) Day shifts are defined as those shifts between 6 a.m. and 6 p.m.
- 3) Night shifts are those shifts between 6 p.m. and 6 a.m. of the following day.

c) A normal work shift will consist of twelve (12) consecutive hours worked followed by twelve (12) consecutive hours of rest. During the first five (5) workdays of the normal work week, the first eight (8) hours are paid at straight time, and the last four (4) hours are considered overtime and paid at one point five (1.5) times the regular rate. Days six (6) and seven (7) of the normal work week are considered overtime and paid at one point five (1.5) times the regular rate, after which the work week resets.

Each normal work week will consist of forty (40) hours paid at straight time and forty-four (44) hours of overtime paid at one point five (1.5) times the regular rate.

10.02 Meal Period and Rest Periods

- a) One (1) paid meal period of thirty (30) minutes shall be made available for each Employee during their shift. Employees who work the normal full-time hours per day and who are unable to take their meal break will be paid thirty (30) minutes at overtime rates.
- b) Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each Employee during the working shift.

10.03 Notice of Schedule

The hours of work of each Employee shall be posted at least four (4) weeks in advance. In cases of emergency, an Employee's hours of work may be changed with notice, prior to commencement of shift.

ARTICLE 11 OVERTIME

11.01 Definition (Overtime)

All time worked outside the normal workday, the normal workweek, or on a holiday will be considered as overtime, as per the BC Employment Standards Act.

11.02 Call Back Pay

- (a) The Employer will establish a Seniority List of qualified Employees, who will be contacted in order of seniority, and on a rotational basis, in a fair and equitable manner. This process may be superseded in emergency situations (i.e. occasions that require response to protect life, safety or property). An Employee who is called back, having completed their regular shift, other than for scheduled overtime work, will be paid a minimum of three (3) hours at overtime rates. Should an Employee be required to respond to overtime work, the Employee's regularly scheduled working hours will not be affected.
- (b) Travel expenses incurred by the Employee as a result of a call back will be fully reimbursed by the Employer.

11.03 Overtime Pay

Overtime opportunities shall be divided equally among the Employees who are willing and qualified to perform the work that is available, in order of seniority from those who have responded to the call within twenty-four (24) hours. As per BC Employment Standards, overtime work will be paid for at the rate of time and one-half for time worked over eight (8) hours in a day and less than twelve (12) hours. For time worked over twelve (12) hours daily shall be paid at two (2) times the employee's regular hourly rate. Time worked over forty (40) hours in a regular work week, from Sunday to Saturday, will be paid at a rate of time and one-half (1½).

11.04 Standby Pay

The Employer requires all Employees to be available on standby while off-duty. While on standby, Employees receive five dollars and seventy-five cents (\$5.75) per hour as Standby Pay.

11.05 Overtime Meals and Breaks

An Employee who works two (2) hours of overtime immediately before or following their scheduled hours of work will receive a meal break of one-half (½) hour with pay.

ARTICLE 12 EMPLOYEE BENEFITS

12.01 Disclosure of Information

The Employer shall provide a brochure describing all benefit plans to all Employees.

12.02 Benefit Coverage

All Employees working an average of at least twenty-four (24) hours per week are eligible for the following benefits:

- a) The Employer will pay one hundred percent (100%) of the premiums for the benefit plan, except as in (c) and (d) below.
- b) The Employer will pay one hundred percent (100%) of the following services and supplies for all eligible Employees and their spouse/dependents:
 - i. Registered Massage Therapy – up to five hundred dollars (\$500.00)/year
 - ii. Licensed Speech Therapy – up to five hundred dollars (\$500.00)/year
 - iii. Physiotherapy – up to five hundred dollars (\$500.00)/year
 - iv. Naturopathy – up to five hundred dollars (\$500.00)/year
 - v. Acupuncture – up to five hundred dollars (\$500.00)/year
 - vi. Dietician – up to five hundred dollars (\$500.00)/year
 - vii. Osteopaths or osteopathic practitioners – up to five hundred dollars (\$500.00)/year and including a maximum of one (1) x-ray examination each year
 - viii. Chiropractor – up to five hundred dollars (\$500.00)/year and including a maximum of one (1) x-ray examination each year
 - ix. Podiatrists or Chiropodists – up to five hundred dollars (\$500.00)/year and including a maximum of one (1) x-ray examination each year
 - x. Psychologists, social workers, clinical counsellors, licensed family or marriage Therapists and Psychotherapists – up to a combined maximum of one thousand dollars (\$1,000.00)/year
 - xi. Visual therapy – up to a maximum of two hundred dollars (\$200.00)/lifetime
 - xii. Vision Care: Up to two hundred dollars (\$200.00) per person in any twenty-four (24) consecutive months for prescription contact lenses or eyeglasses or laser surgery or two hundred dollars (\$200.00) annually for every covered person under the age of nineteen (19). Eye Exams covered annually for a person under nineteen (19) years of age or every twenty-four (24) months for any other person.
 - xiii. Hearing Aids, including repairs and batteries: Up to seven hundred dollars (\$700.00) per person per five (5) year period.
 - xiv. Orthotics and orthopaedic shoes: Up to three hundred dollars (\$300.00) per person per benefit year.
 - xv. Medical services and equipment as listed in the July 1, 2021 Group Benefits Contract with Sun Life Financial.
 - xvi. Hospital Care
 - xvii. Nursing Home room and board, up to twenty dollars (\$20.00)/day and up to one hundred and eighty (180) days
 - xviii. Emergency services out of province, including:
 - a. a semi-private hospital room
 - b. other hospital services provided outside of Canada
 - c. outpatient services in a hospital
 - d. the services of a doctor
 - xix. Medical services or supplies, including advice, treatment, medical procedures or surgery, required as a result of an emergency

- xx. Accidental Death and Dismemberment coverage for a Principal Sum amount of fifty thousand dollars (\$50,000).
- c) The Employer will provide a Long-Term Disability plan with a maximum benefit of six thousand dollars (\$6,000) per month and a one hundred and nineteen (119) day elimination period, paid by the Employee.
- d) The Employer will also provide optional employee-paid life and critical illness insurance plans.
- e) The Employer shall pay eighty percent (80%) of the cost of the following services for all eligible Employees and their spouse/dependents:
 - i. Prescription Drugs (generics, where available – or others with special exception or prior authorization.
 - ii. Referred services - obtained in Canada, if available, regardless of any waiting lists, and covered by the Medicare plan in the province where you live. However, if referred services are not available in Canada, they may be obtained outside of Canada.
- f) The Employer will also provide a Dental Plan with zero deductible and the following coverage limits:
 - i. Eighty percent (80%) of Basic and Preventative dental procedures
 - ii. Fifty percent (50%) of Major procedures
 - iii. Fifty percent (50%) of Orthodontics to a maximum of two thousand dollars (\$2000)/lifetime
 And plan maximums of:
 - iv. Basic and Major Treatment: two thousand dollars (\$2000)/year
 - v. Accidental Dental Injury Treatment: one hundred percent (100%)
- g) Eligible expenses will be in accordance with the current Provincial Dental Association Fee Guide.

12.03 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

12.04 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

12.05 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

12.06 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

- a) While on paid leave of absence
- b) While on pregnancy and parental leave
- c) While absent due to illness
- d) While on recall, for up to three (3) months

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of six (6) months, following the death of a full-time Employee, other than a retiree.

12.07 Improvements from Savings

The Employer shall give notice to the Union of any dividend, premium reduction, experience rebate or other savings from the benefit plans, including as a result of legislative action.

ARTICLE 13 SICK LEAVE

13.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

For the purpose of this Article, the word "month" means a calendar month, and the word "sick leave" includes injury and/or any other physical incapacity.

13.02 Amount of Sick Leave

All Employees, after being employed for ninety (90) days, can take up to five (5) days of paid sick leave per calendar year for any personal illness or injury.

13.03 Proof of Illness

Following three (3) consecutive days of illness, an Employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness.

13.04 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given at least two (2) weeks in advance.

ARTICLE 14 VACATION

14.01 Length of Vacation

In keeping with BC Employment Standards, every permanent Employee with one (1) year of continuous service will be paid as follows:

- a) An Employee with between one (1) and five (5) years' service will be paid four percent (4%) of gross earnings.
- b) An Employee with greater than five (5) years' service will be paid six percent (6%) of gross earnings.

ARTICLE 15 LEAVES

15.01 Family Responsibility Leave

Up to five (5) days of unpaid leave will be granted during each calendar year to meet responsibilities related to:

- (a) The care, health or education of a child in the Employee's care, or
- (b) The care or health of any other member of the Employee's immediate family.

15.02 Compassionate Leave

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue all benefits and seniority.

15.03 Adoption, Pregnancy and Parental Leave

Adoption, pregnancy, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy, and parental leave requests will be in writing at least six (6) weeks prior to the day the leave begins and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an Employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.

15.04 Bereavement Leave

In the event of death of an Employee's immediate family, the Employee will be entitled to leave of absence without loss of pay for three (3) days.

15.05 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a Party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at International SOS Medical Services Canada ULC., the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that he will be required to attend at court;
- b) Present proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.06 Unpaid Leave of Absence

Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employee must give at least one (1) month's notice. The Employer will make every effort to comply with an Employee's request for such leave. The response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits, and seniority will not accumulate during an unpaid leave. Medical, dental, and other insurance coverage under this Agreement will continue if the Employee pays the full premium for such coverage.

If payment is not received from the Employee within thirty (30) days of being notified of the amount, the coverage will be terminated.

15.07 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay and benefits.

15.08 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay and benefits.

15.09 Reservist Leave

In accordance with the *Employment Standards Act*, an Employee who is a reservist as defined in the *National Defence Act* is entitled to unpaid leave for any period time in which they are deployed or required to attend training in connection with reservist duties.

15.10 Disappearance of a Child

In accordance with the *Employment Standards Act*, an Employee whose child under the age of nineteen (19) years disappears and where it is probable that the disappearance is the result of a crime, the Employee is entitled to unpaid leave totaling fifty-two (52) weeks to be taken within the fifty-three (53) week period commencing from the date of the child's disappearance.

15.11 Sexual and Domestic Violence Leave

In accordance with the *Employment Standards Act*, an Employee who experiences sexual or domestic violence, including psychological or attempted violence, as well as domestic violence directed at a child or other person under the Employee's care, is entitled to five (5) days of paid leave, plus fifteen (15) weeks of unpaid leave.

15.12 Voting Leave

Employees will be required to organize advance voting in federal, provincial, or municipal elections when the vote is on a day they are scheduled to work. In extraordinary situations, Employees will be entitled to hours free from work to vote in accordance with the applicable legislation.

ARTICLE 16 PAID HOLIDAYS

16.01 Paid Holidays

The Employer recognizes the following as paid holidays:

| | |
|--|-----------------------|
| New Year's Day | Canada Day (July 1st) |
| Family Day | BC Day |
| Labour Day | Good Friday |
| Thanksgiving Day | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| National Day for Truth and Reconciliation | |

as well as any other day declared by the BC Provincial government.

16.02 Payment for Holidays

An Employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the Employee's regular hourly rate.

Holiday pay is payable for the entire shift where any part of the shift is worked on the holiday.

ARTICLE 17 FEES AND ALLOWANCES

17.01 Equipment and Tools

The Employer will supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

17.02 Uniform Allowance

Where the Employer requires Employees to wear a uniform or special clothing, except footwear subsidized in Clause 17.03, the Employer shall provide the uniform or special clothing and shall either provide laundry facilities or services. Specialized cleaning services will be provided on authorization by and, at the direction of, the Employer.

17.03 Safety Boot Allowance

The Employer will provide a boot allowance of two hundred and fifty dollars (\$250) every two (2) years to all Employees required to wear CSA approved safety footwear.

ARTICLE 18 POSTING OF POSITIONS

18.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer will post a notice on the Employer's main bulletin boards with a copy to the Union within thirty (30) days of the vacancy. The position will be posted for a period of fourteen (14) days so that interested Employees can apply.

18.02 Temporary Vacancies

Temporary vacancies anticipated to be less than three (3) months will not be posted, unless otherwise agreed between the Employer and the Union.

For temporary vacancies less than three (3) months, the Employer will endeavour to distribute shifts as equally as possible, utilizing qualified Regular Part-Time Employees first, then qualified Casual Employees.

18.03 Promotions and Staff Changes

In making staff changes, including filling vacancies, new positions, transfers, promotions, or appointments, the job shall be awarded in consideration of qualifications, ability/skills. If two (2) or more applicants are equal, the senior applicant will be awarded the position.

18.04 Trial Period

The successful applicant will be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion will become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. An Employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

18.05 Union Notification

The Union will be notified of all appointments, hirings, lay-offs, recalls and terminations of employment. The Union will be supplied a copy of each posting.

18.06 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer within fourteen (14) days and negotiations will then take place between the Parties in an effort to establish a rate, which is mutually satisfactory. If the Parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 19 SENIORITY

19.01 Recognition of Seniority

Both Parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service.

19.02 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit.

Notwithstanding the above, a Part-Time Employee cannot accrue more than one (1) year's seniority in a twelve (12) month calendar period.

Seniority will operate on a bargaining-unit-wide basis.

19.03 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

Regular Full-Time Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to Certification.

Regular Part-Time Employees will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours paid in the bargaining unit as of the last date of hire, including all previous service prior to Certification.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.

For the purpose of this Article, time away from work that is protected by the Employment Standards Act or the Human Rights Code will be deemed to be hours paid.

For the purposes of promotions and lay-offs only, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of lay-off was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

19.04 Seniority While in An Excluded Position

No Employee will be forced to take any excluded position. An Employee may accept a temporary excluded assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 18. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

19.05 Loss of Seniority

An Employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee will only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign.
- c) They are laid off in excess of twelve (12) months.
- d) They fail to report for work within fourteen (14) calendar days following recall.

19.06 Transfer from Full-Time to Part-Time

If an Employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals two thousand and eighty (2080) hours paid.

19.07 Transfer from Part-Time to Full-Time

If an Employee transfers from part-time to full-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: two thousand and eighty (2080) hours paid equals one (1) year.

ARTICLE 20 PROBATIONARY EMPLOYEES

20.01 Probationary Employees

Newly hired Full-Time Employees will be considered on a probationary basis for a period of three (3) calendar months. The probationary period for Regular Part-Time Employees shall be five hundred and twenty (520) hours worked from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. An Employee who has not completed their probationary period may be released based on suitability. After completion of the probationary period, seniority will be effective from the original date of employment.

ARTICLE 21 LAY-OFFS AND RECALLS

21.01 Definition (Lay-Off)

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

21.02 Lay-off Notice

In the event of a lay-off, Employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three (3) or more years' seniority will receive one (1) additional week's notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of lay-off will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within twelve (12) months will be credited with previous seniority.

21.03 Lay-off Procedure

Employees will be laid off, by classification, in reverse order of their seniority.

When lay-offs occur, the Employee(s) occupying the position(s) affected will have the right to accept the lay-off, or be entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications, ability/skills to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

21.04 Recall Procedure

Employees will be recalled in the order of their seniority provided they have the qualifications and ability/skills to do the work.

No new Employee will be hired until those laid off have been given an opportunity for reemployment.

Employees may decline recall to a lower classification without loss of recall rights.

Employees must accept recall to the position held at the time of lay-off (full or part-time). If recall is refused by the Employee, they shall be deemed to have terminated their employment relationship, unless the position is a temporary position.

Employees accepting recall to a temporary position shall return to the recall list upon completion of the temporary assignment.

21.05 Written Requests to Remove an Employee

If the Employer receives proper written notification from its client to remove or suspend an Employee, the Employee will be laid off.

Such Employee may be offered work at another location.

- a) It is agreed that any reallocation of work will only be implemented after discussion with, and the agreement of, the Union.
- b) Any request received in writing will be presented to the Union as part of any discussions on reallocating work.

- c) For the purposes of this Article, lay-off does not imply bumping rights, unless otherwise agreed between the Parties.
- d) Any decision made within this Article is non-grievable.
- e) Any work reallocations, or other such accommodations will be recorded in writing between the Parties.

ARTICLE 22 GRIEVANCE PROCEDURES

22.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Steward.

22.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer will be required to recognize them.

22.03 Permission to Leave Work

Union Stewards will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations, and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

22.04 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

22.05 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

22.06 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1 Within ten (10) calendar days of the incident, an Employee and/or Steward will first seek to settle the dispute with the Employee's Supervisor.

Step 2 Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, a Union representative will submit to the Site Manager a written statement of the particulars of the grievance and the redress sought. The Site Manager will render their decision within ten (10) calendar days after receipt of such notice.

Step 3 Failing settlement being reached in Step 3, within ten (10) calendar days, a Union Representative will submit the written grievance to the Senior Human Resources Business Partner, who will render their decision within ten (10) calendar days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

22.07 Mediation

By mutual consent, the Parties may agree to use the services of a mediator. The Parties agree to share the costs of the mediation.

22.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

22.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union.

22.10 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages.

22.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

22.12 Failure to Act Within Time Limits

The Parties will endeavour to meet the timelines specified in this Article, however if one or the other of the Parties fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance may still be advanced by the Party filing the grievance and the other Party may object to the timeliness of the grievance at arbitration.

22.13 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request will be made by either Party within thirty (30) working days after the dates of the reply at Step 3.

22.14 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 23 ARBITRATION PROCEDURE

23.01 Referral to Arbitration

It is agreed by the Parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other Party within the time limits set out in Article 22.13 and such notice will contain the name of a recommended Arbitrator. Should the Parties fail to agree to an Arbitrator within ten (10) working days from the date of the grievance being filed for arbitration, either Party may make an application to the Collective Agreement Arbitration Bureau to have an appointment made.

23.02 Payment for Arbitration

Each Party will pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

23.03 Decision of Arbitrator

The Arbitrator will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision will be final and binding on both Parties.

It is agreed and understood that the Arbitrator will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator will have the authority to substitute such other penalty for the discharge or discipline as the Arbitrator deems just and reasonable in all circumstances.

23.04 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the Parties.

ARTICLE 24 DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

24.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

24.02 Union Representation

An Employee who is called to a meeting by Management where discipline is reasonably foreseeable, will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative.

24.03 Adverse Report

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

All record of any disciplinary action by the Employer will be removed from the Employee's file eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the intervening months.

An Employee will have the right to respond, or to correct an error or omission, in writing, to any document contained therein. Such reply will become part of the permanent record.

24.04 Access to Personnel File

With seven (7) business days notice, an Employee will have the right during normal business hours of the administration office to have access to review their personnel file. With thirty (30) days notice, the Employee is entitled to receive a copy of the file if requested.

24.05 Right to have Steward Present

An Employee will have the right to have their Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor will notify the Employee in advance of the purpose of the interview. The Employer will also notify the Employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a CUPE Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 25 HEALTH AND SAFETY

25.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The Parties agree to abide by applicable health and safety legislation and its regulations.

The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the company, both Parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

25.02 Health and Safety Committee

- a) A joint management and Employees Health and Safety Committee will be established according to WorkSafeBC regulations. The committee will consist of two (2) Employer representatives and two (2) Employee representatives and normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the collective agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
 - i. If two (2) or more members are designated, at least half of the members shall be Employee members; or
 - ii. If one (1) member is designated, the member shall be an Employee member.
- b) At least half of the committee will be selected by the Union and will be trained to be a certified member as defined under the WorkSafeBC regulations.

25.03 Duties of the Committee

The chairpersons of the committee shall jointly designate members of the committee to perform the outlined duties of the committee as follows:

- a) Participate in the development of health and safety policies and programs;
- b) Consider and expeditiously dispose of complaints or reports relating to the health and safety of Employees;
- c) Participate in the implementation and monitoring of the Employer's health and safety programs;
- d) Participate in the development, implementation, and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of Employees in health and safety matters related to those hazards;
- e) Participate in all of the inquiries, investigations, studies, and inspections pertaining to the health and safety of Employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- f) Participate in the implementation and monitoring in programs related to the provision of personal protective equipment, clothing, devices, or materials; and
- g) Shall inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once each year.

25.04 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee except for standard steel-toe footwear.

Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals and the Employee will participate in such instruction and training.

25.05 Work Refusal under Health and Safety

No Employee will be disciplined for refusal to work on a job in accordance with applicable health and safety legislation, which the Employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

25.06 Health and Safety Committee Notification

The Health and Safety Committee shall be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The Employee member of the Committee shall be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity, incidents that did or could have led to lost time injuries, fatalities, or illness shall be investigated by the committee.

ARTICLE 26 OPERATIONAL CHANGE

26.01 Operational Change

In accordance with Section 54 of the Labour Code, the Employer will give to the Union in writing at least ninety (90) days' notice of any intended operational change that:

- a) Affects the terms and conditions or security of employment of a number of Employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated.

Such notice shall provide a description of the intended changes.

Where the Employer introduces or intends to introduce, an operational change, that:

- a) Affects the terms and conditions, or security of employment of a significant number of Employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated;

After notice has been given, the Employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
- (ii) human resource planning and Employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) entitlement to pension and other benefits including early retirement benefits;
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

If the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.

If, after meeting the Parties have not agreed to an adjustment plan, either Party may apply to the associate chair of the Mediation Division for the appointment of a mediator to assist the Parties in developing an adjustment plan.

An application must include a list of the disputed issues.

If a mediator is appointed, the Parties must provide the mediator with the information the mediator requests concerning the proposed measure, policy, practice or change, the anticipated impact of the proposal and the efforts to develop an adjustment plan.

If, after mediation, the Parties have not agreed to an adjustment plan, the mediator may make recommendations for the terms of an adjustment plan for consideration by the Parties.

If, after mediation, the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.

26.02 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee safety. Surveillance equipment will be used for in accordance with applicable legislation.

ARTICLE 27 TERM OF AGREEMENT

27.01 Agreement Term

The term of this Agreement will be from May 29, 2025 to May 28, 2027 and shall automatically be renewed annually thereafter unless either Party hereto shall give notice as provided for in the Labour Code of British Columbia, requiring the other Party to commence collective bargaining.

During the period of negotiations, this Agreement shall remain in full force and effect.

27.02 Changes in Agreement


Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Dated this 30th day of July 2025 in the Province of British Columbia.

For the Employer:

For the Union:

Erwin Joosten, Country General Manager
International SOS Medical Services Canada ULC



Mark Martin, President
CUPE Local 113

SCHEDULE "A"
CLASSIFICATIONS AND WAGES

1. All Employee wages shall be based on an hourly rate, as reflected in the wage scale. All payments, remittances and forms will also express compensation as an hourly rate.

| Classification | Current | Ratification | 12 Months From Ratification |
|---|----------------|---------------------|------------------------------------|
| Registered Nurse | \$48.49 | 3.5% | 3.5% |
| Advanced Care Paramedic | \$44.54 | 3.5% | 3.5% |
| Cross Trained Firefighter and Primary Care Paramedic | \$33.03 | 3.5% | 3.5% |
| Clinic Coordinator | \$33.03 | 3.5% | 3.5% |
| Cross Trained Firefighter and Emergency Medical Responder | \$24.36 | 7% | 5.0% |
| Firefighter | \$24.22 | 7% | 5.0% |
| Dispatcher | \$22.85 | 7% | 5.0% |
| Primary Care Paramedic | \$24.22 | 7% | 5.0% |

Acting in a Higher Capacity

Should an Employee have opportunity to temporarily act in a higher capacity from their current classification, the Employee shall receive the higher rate of pay. The successful candidate may return to their former position at any time with adequate notice.

Any such higher capacity roles/opportunities shall be defined and approved by the Employer in writing prior to an Employee acting in that capacity.

LETTER OF UNDERSTANDING #1

Between

INTERNATIONAL SOS MEDICAL SERVICES CANADA ULC

("the Company")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113-01

("the Union")

Re: ACP Clinic Night Shift Rotation – David Stewart and Michael Craig

THE current practice of a twenty-one (21) day rotation for ACP Clinic Night Shifts for David Stewart and Michael Craig will continue.

Should one (1) of the above Employees cease to be employed, the position will be filled temporarily for three (3) months on this rotation, at which time the twenty-one (21) day rotation arrangement will cease and revert back to the normal hours of work as specified in Article 10.

Dated this 30th day of July 2025 in the Province of British Columbia.

For the Employer:

For the Union:

Erwin Joosten, Country General Manager
International SOS Medical Services Canada ULC



Mark Martin, President
CUPE Local 113

LETTER OF UNDERSTANDING #2

Between

INTERNATIONAL SOS MEDICAL SERVICES CANADA ULC

("the Company")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113-01

("the Union")

Re: Employee Requested Additional Shifts/Hours of Work

WHEREAS:

The Collective Agreement specifies when certain hours worked require overtime rates; and

WHEREAS:

The Parties have a shared interest in maintaining the flexibility to allow Employees to pick up additional shifts without triggering overtime.

NOW THEREFORE, the Parties agree to the following:

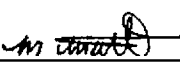
1. Employees covered by the Collective Agreement (ie: the Union's members) may, on a strictly voluntary basis, request to work additional hours or full shifts without requiring overtime rates for those hours.
2. Where Employees do make such a request, it will be made in writing to their supervisor and the supervisor will respond in writing to confirm that, consistent with this Letter of Understanding, those hours will not receive overtime.
3. Should the Employee not agree, they will not be required to work those additional hours.
4. Either Party to this agreement may cancel this Letter of Understanding upon ninety (90) days written notice.

Dated this 30th day of July 2025 in the Province of British Columbia.

For the Employer:

For the Union:

Erwin Joosten, Country General Manager
International SOS Medical Services Canada ULC



Mark Martin, President
CUPE Local 113