COMPREHENSIVE REPORT

to the community health membership of the

Hospital Employees' Union

on the tentative agreement
reached between the

Community Bargaining Association

– AND –

Health Employers Association of BC

January 22, 2013

HOSPITAL EMPLOYEES' UNION
BACKGROUNDER

Community Bargaining Association reaches two-year tentative agreement

After one year of challenging negotiations, the multi-union Community Bargaining Association (CBA) has reached a tentative two-year collective agreement with the Health Employers Association of BC (HEABC). The agreement includes an across-the-board wage increase of three per cent (3%), protection of health and welfare benefits, improved scheduling and respectful workplace provisions.

The CBA – which represents more than 14,000 community health service and support workers, including 1,500 HEU members – is led by the BCGEU. Other unions at the community table include UFCW, CUPE, HSA, USWA, CLAC and BCNU.

These members provide home-based services to seniors, community support to adults and children, plus alcohol and drug counselling, and administrative support to the health care team.

All CBA members will receive a two per cent (2%) wage increase upon ratification and a one per cent (1%) wage increase on April 1, 2013.

Negotiating framework

Prior to bargaining, community health workers established their priorities and common principles, including a general wage increase, closing the wage gap with facilities subsector members, no reduction to benefits, and improvements to respect in the workplace.

The bargaining committee was committed to addressing members' priorities. However, they were faced with a very difficult negotiating mandate established by the provincial government.

Each public sector was required to find what the government called "cooperative gains". These cooperative gains were identified as financial savings to be found within existing contracts. If the unions found savings, then those savings would be matched by the employer. These "matched savings" were identified by the employer as the source of funding to provide for wage and benefit increases. Simply put, no savings = no wage increase.

Initially, the employer looked for savings by proposing that members co-pay for their benefits. But members fought back and took a strike vote.

The bargaining committee had a tough decision: find savings or forgo a wage increase – which was our members' top priority. If community health workers did not get a wage increase in this round of bargaining, then they would fall further behind their facilities subsector counterparts.

...more

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In reviewing the CBA's options through the lens of members' top priorities, the bargaining committee assessed areas where savings could be achieved with the least impact on members and believe this tentative agreement is the best that could be negotiated with this government.

The bargaining committee and the HEU Provincial Executive recommend that members vote "yes" to ratify this collective agreement.

Explanation of the major provisions in the 2012-2014 tentative agreement

Across-the-board wage increases as follows:

- Effective the first pay period after date of ratification: two per cent (2%)
- Effective the first pay period after April 1, 2013: one per cent (1%)

Meal and mileage allowances increased as follows:

Meal allowance

- Effective April 1, 2013, meal allowances will increase as follows:

Breakfast:	$10.00 to $11.50
Lunch:	$11.75 to $13.25
Dinner:	$20.75 to $22.25

Mileage allowance

- Effective April 1, 2013, mileage allowance increases from $0.50/km to $0.52/km.

Point of Sale Drug Card:

- A point of sale drug card will be provided to all eligible members.

Increment steps

The annual hours of work for a 37.5-hour week are 1,950 hours per year. In order to have the increment steps reflect the annual hours of work, the increment progression for all steps has been increased from 1,800 to 1,950. This change will not impact anyone on step four.

Article 15: Hours of Work and Scheduling – Community Health Workers

With the 8.5-hour trials as proof that the 10-hour window was unnecessary to achieve full or close to full-time hours, the bargaining committee was able to achieve significant improvements to Article 15.

The term "weekly maximum hours" has been deleted from the collective agreement, and replaced with "weekly posted hours". This change will help reduce issues around "maximum/minimum" hours. If the employer increases a member's weekly hours, then written confirmation of the increase will be provided to the member.

The new schedules include “paid fixed shifts” and “paid fixed-hour split shifts”. Paid fixed-hour split shifts will have guaranteed hours of at least 30 hours per week and the minimum hours worked in any split will be two (2) hours.

Availability periods will be confined to either a 10, nine, eight or six-hour period, dependent upon the member’s weekly posted hours.

If a member’s weekly posted hours are:

- over 37.5 hours, their availability period will be 10 hours;
- over 30 hours up to and including 37.5 hours, their availability period will be nine hours;
- over 25 hours up to and including 30 hours, their availability period will be eight hours;
- over 20 hours up to and including 25 hours, their availability period will be six hours.

The new shift scheduling provisions for Community Health Workers and other members who are scheduled under Article 15 will be phased in over the year following ratification.

Pilot projects

All existing Pilot Projects will be integrated with the new scheduling language. The *Memoranda of Agreement* related to Pilot Projects will be deleted from the collective agreement.

Extended hours, modified workweek and flex schedules

All existing extended hours, modified workweek or flex schedules will be identified within three months of ratification.

Any new extended hours, modified workweek or flex schedules will require agreement between the employer and union. Agreements must be in writing and contain the details of the schedule.

Travel time

Travel time between the last client in the first portion of a fixed split shift and the first client in the last portion of the fixed split shift is now included in paid time.

Harassment and bullying

The bargaining committee was successful in negotiating a respectful workplace provision that requires the employer to have and enforce a policy that promotes and maintains a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. The policy must have a clear complaint process, investigation process, a conclusion and an appeal process.

Grievance and arbitration

The bargaining committee was able to achieve changes to the grievance and arbitration provisions that will provide for a faster and more efficient resolution of grievances.

The unions and the employers agreed to a simplified process to choose the arbitrators for full hearings; the arbitrators will be selected in rotation by an administrative process. This new process should substantially reduce the time required to select arbitrators, and this in turn will speed up the resolution of grievances.

When there is a grievance for a suspension over 10 days or a termination – and if the employer agrees – then the grievance can be sent to a one-day mediation session with a mediator. If the mediation does not resolve the grievance, then the grievance can be advanced to arbitration. The new process inserts an opportunity for mediation early in the grievance procedure. Since many grievances are already resolved through mediation, this should result in the timely resolution of serious suspension and termination grievances.

In the case of expedited arbitration, the parties have agreed to a process that will be overseen by a representative of the union and the employer. These two representatives will meet quarterly to establish expedited arbitration dates, the arbitrators, and the grievances to be heard on each date. Depending on the number of grievances, the expedited dates could be as frequent as monthly. This new procedure should improve the timely resolution of grievances. It was also agreed that the union and the employer will exchange documents within specific timelines prior to the expedited hearing. This is intended to minimize delay and provide an effective method of resolving grievances.

These changes are found in Article 8 and Article 9 and the new MOA 31.

Selection criteria

The tentative deal has added language around members who previously met a typing (keyboarding) test. These members will not be required to re-test for 24 months. If a member is working in a position requiring a specific standard of typing (keyboarding), they will be deemed to have satisfied that standard if they apply for another position that requires the same or lesser standard.

Job fairs

For members who are scheduled under Article 14, a job fair process has been added to the collective agreement. The process will speed up the posting process while maintaining seniority rights for the affected members.

Paid holidays

Family Day has been added to the collective agreement, with a corresponding increase to the payment in lieu for Community Health Workers and members working part-time.

In-service education

Members scheduled by the employer to attend online courses shall be compensated by the employer in the same manner as members scheduled to attend an in-service education seminar.

Bereavement leave

Step-parents and step-children have been added to the definition of immediate family for the purposes of bereavement and special leaves.

Paydays

When a member identifies a monetary error on their paycheque, the employer will be required to correct the error within the next pay period or as soon as reasonably possible, whichever is sooner. This is an improvement over the old language that referred to a "significant monetary error" and required a manual cheque only if the member asked for one.

Casual employees

Casual employees will now serve probationary and qualifying periods under Clause 12.10 Probationary Period and 12.11 Qualifying Period. This stops the unfair practice of double probationary periods when casual members post into a regular position. The qualifying period will be included in the probationary period.

Casual availability

Changes have been made to casual availability that will see each member's availability confirmed within one year of ratification, and will require members to work a minimum of 225 hours over a fixed year (which works out to 4.3 hours per week) to maintain employment, unless otherwise agreed between the employer and employee, or unless the employer does not offer the member 225 hours during the year.

The employer is required to advise members midway through the year, if they have not worked the required number of hours, to allow sufficient time for the member to meet the requirement. In addition, members are to be given an opportunity to demonstrate bona fide reasons for not meeting the required hours.

Memorandum of Agreement # 19 – Employment opportunities

Casual employees will now be afforded the same rights as regular employees if they are displaced as a result of retendering. This is a significant gain for the members. In the past, casual employees did not have any rights if they were laid off as a result of retendering.

Memorandum of Agreement # 20 – Contracting out

This memorandum, which provides limitations on the employer's right to contract out, expired on March 31, 2012. It has been renewed for the term of this tentative agreement.

Job evaluation and classification

The job classification *Maintenance Agreement* has been amended to make it more effective. The new process doesn't require the employer to send new or changed job descriptions to the union or for the union to approve them. New and changed job descriptions will be provided directly to the members doing the work. If an error is made in the classification, the member (or the union) will need to file a Classification Review Request. Any changes to pay that occur as a result of the Classification Review Request will take effect on the date the Classification Review Form is received by the employer.

There is also a process to classify jobs that don't fit any of the benchmarks (also called "anomalous jobs"). The current system allows anomalous jobs to be created only by agreement between the employer and the union. The new system uses a "standard criteria" for anomalous jobs and allows the issue of whether a job is anomalous or not to be taken to arbitration and resolved there.

Long-term disability (LTD)

The renewal agreement includes language that will help members return to work in an accommodated position. This will allow members to return to work earlier or to stay at work while protecting their future long-term disability benefits.

When managing an illness or disability, it is extremely important for members to continue working in an appropriate position. The new language requires the employer to identify available positions for members who are unable to do their own jobs because of illness or injury, both during the qualifying period and once LTD benefits commence.

During the qualifying period, a member who cannot perform the duties of their own job can be accommodated in a "comparable" position. Comparable, for the purposes of LTD only, is defined as a position that is no more than 20 per cent from the regularly scheduled hours of the employee's current position and has a wage rate that is no more than five per cent (5%) different than the employee's current rate of pay.

If the accommodation fails, the member's LTD benefit rate will be based on their pre-disability rate of pay and earnings.

Enhanced Disability Management Program (EDMP)

Both parties have agreed to a mandatory EDMP consistent with the program agreed to by the Facilities Bargaining Association, and implemented by the Nurses Bargaining Association and Health Science Professionals Bargaining Association. The effective implementation date is April 1, 2013.

Benefits levelling

In order to meet the members' key priorities, the bargaining committee agreed to level the benefits found in a variety of employer-specific agreements. The decision to level these benefits with those found in the collective agreement was not made lightly. The committee worked hard to ensure the least possible impact on members.

More than 70 per cent of the members in this sector are not impacted by this change. Because the memoranda are specific to members and differ from employer to employer, the details of these changes will be discussed at meetings scheduled for employees at their work sites.

On a go-forward basis, "superior benefits" will be eliminated. HEU members who were grandfathered to receive "superior benefits" (severance, retirement allowance, sick time cash payout upon termination) will have their banks frozen and will not continue to accrue. *Note: This benefit will not be taken away; it just will no longer accumulate.*

No changes will be made to the provisions as follows:

- STIIP will continue
- Extended health care deductibles will continue
- Vacation entitlements or other leaves will continue at the present level of accrual, but will not further accrue
- Isolation allowances will continue

Vacations

The chart of annual vacation entitlements has been amended to look the same as the chart found in the facilities subsector collective agreement. The agreement has also been amended to reflect the facilities agreement where members receive 19 days' vacation after five years of continuous service. These amendments mean that community health members with five years of continuous service will advance to 19 days of vacation and members with six years of continuous service will advance to 20 days of vacation. There are similar changes at years 10, 15 and 20.

See the chart on page eight.

Years of Service	Vacation Entitlement Current (to Mar 31/13)	Vacation Entitlement Tentative Agreement
1	15 days	15 days
2	15	15
3	15	15
4	15	15
5	20	19
6	20	20
7	20	20
8	20	20
9	20	20
10	25	24
11	25	25
12	25	25
13	25	25
14	25	25
15	30	29
16	30	30
17	30	30
18	30	30
19	30	30
20	35	34
21	35	35
22	35	35
23	35	35
24	35	35
25	35	35
26	35	35
27	35	35
28	35	35
29	35	35

Casual pay in lieu

Straight time casual pay in lieu of scheduled vacation and paid holidays will be reduced by 0.6 per cent (i.e. 10.2% to 9.6%). This will be effective the first pay period after April 1, 2013.

This change means that casuals will receive a net pay increase of 2.5 per cent. Regular employees traded a vacation day and other benefits in order to achieve the three per cent (3%) wage increase.

Casuals are trading 0.6% of their pay in lieu to achieve a three per cent (3%) wage increase.

The Community Bargaining Association and HEU Provincial Executive recommend ratification of this proposed contract.

January 22, 2013

Consequential amendments to numbering will be made as required.
Titles will be added to Article numbers.

1.6 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

(b) Sexual harassment includes but is not limited to:

(1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;

(2) sexual advances with actual or implied work related consequences;

(3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;

(4) verbal abuse, intimidation, or threats of a sexual nature;

(5) leering, staring or making sexual gestures;

(6) display of pornographic or other sexual materials;

(7) offensive pictures, graffiti, cartoons or sayings;

(8) unwanted physical contact such as touching, patting, pinching or hugging.

(c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(d) Protection against sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

1.8 Respectful Workplace

The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment. The parties agree to maintain such an environment.

To this end, each Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. These polices will be accessible to staff outlining expectations and consequences of inappropriate behaviour. The policies will contain a complaint process, investigation process, a conclusion and an appeal process.

ARTICLE 5 – 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 the Article**s** dealing with Union Security and Dues Check-off.

(b) – (e) Maintain current language

(f) The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

7.7 Timelines During December 24th and January 2nd

All timelines in Article 8 and Article 9 shall be suspended between December 24th and January 2nd inclusive.

8.1 Grievance Procedure ..... maintain current language

8.2 Step One..... maintain current language

8.3 Time Limits to Present Initial Grievance ..... maintain current language

8.4 Step Two ..... maintain current language

8.5 Time Limit to Reply at Step Two

(a) Within 14 **calendar** days of receiving the grievance at Step Two, the Union steward and the Employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The Employer designate shall reply in writing to an employee's grievance within seven **calendar** days of the above noted meeting with the Union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.

8.6 Step Three

The Union designate may present, or meet with the Employer designate to discuss **the** ~~a~~ grievance and the proposed remedy at Step Three:

(a) within 21 **calendar** days after the Step Two decision has been conveyed to him/her by the Employer designate; or

(b) within 21 **calendar** days after the Employer designate's reply was due.

8.7 Time Limit to Reply at Step Three..... maintain current language

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step Three, and pursuant to this Article, the Union may submit the dispute to arbitration **or expedited arbitration under article 9. Such referral shall be done** within:

(a) 30 **calendar** days after the Employer designate's decision has been received, or
(b) 30 **calendar** days after the Employer designate's decision was due.

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven **calendar** days after the date of dismissal or suspension, to initiate a written grievance **in accordance with Article 8.4 (Step Two)**. Within seven **calendar** days after the date of receiving the grievance the Union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The Employer designate shall reply in writing to the grievance within seven **calendar** days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven **calendar** days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, **either party may submit a grievance in writing to the other party** ~~the dispute shall be discussed initially with the Employer designate or the Union~~ within 60 **calendar** days of either party becoming aware of the policy dispute. **The Employer designate shall meet the Union designate to discuss the grievance within 30 calendar days of the submission of the grievance.** Where no satisfactory agreement is reached, ~~either party may submit the dispute to arbitration, as set out in Article 9~~ **the dispute may be submitted to arbitration by either party within 30 calendar days of the meeting**.

8.13 Investigator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement,

- Bob Pekeles
- Chris Sullivan
- Judi Korbin
- Vincent L. Ready
- Joan Gordon
- Colin Taylor, QC
- Dalton Larson
- Paula Butler

or a substitute agreed to by the parties shall, at the request of either party:

(a) investigate the difference;

(b) define the issue in the difference; and

(c) make written recommendations to resolve the difference;

within ~~five~~ **14 calendar** days of the date of receipt of the request and for those ~~five~~ **14 calendar** days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step Three of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of Articles 2.6, 2.10, 18, 19, 20, 21 and 28.

9.1 Notification

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8, notify the other party of its desire to submit the difference to arbitration within:

(1) 30 **calendar** days after the Employer designate's decision has been received; or
(2) 30 **calendar** days after the Employer designate's decision was due.

(b) All referrals to arbitration shall be by certified mail**, e-mail,** facsimile or courier.

~~(c) Where the matter in dispute is a dismissal grievance, the arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.~~

9.2 Assignment of Arbitrator

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, **within two weeks,** assign an arbitrator from the mutually agreed upon list of arbitrators, or ~~shall be~~ a substitute mutually agreed to, and set a date for the hearing.

(b) If no agreement on an arbitrator is reached within two weeks of the grievance being referred to arbitration, an arbitrator shall be assigned as per the Letter of Agreement regarding the Assignment of Arbitrators. The letter of agreement contains the process to assign arbitrators and shall only be changed with mutual agreement.

~~(b) The Union and the HEABC may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.~~

~~(c) Depending upon availability, arbitrators shall be assigned cases on a rotating basis. In the event no arbitrator from the above list is available to schedule a hearing within 60 days or if the parties are unable to agree upon an arbitrator within 60 days then the appointment of an arbitrator will be referred to the parties who will appoint an arbitrator.~~

(**c**) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced. An arbitrator may be removed from or added to the list by mutual agreement.

(d) List of named arbitrators:

- Mark Brown
- Joan Gordon
- Judi Korbin
- John McConchie
- Vincent L. Ready
- Chris Sullivan
- **John Hall**
- Stan Lanyon, QC
- **Heather Laing**

9.3 Board Procedure ..... maintain current language

9.4 Decision of Board ..... maintain current language

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven **calendar** days.

9.6 Expenses of Arbitration Board ..... maintain current language

9.7 Amending Time Limits ..... maintain current language

9.8 Expedited Arbitration

(a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

(1) dismissals;
(2) rejection on probation;
(3) suspensions in excess of 10 workdays;
(4) policy grievances;
(5) grievances requiring substantial interpretation of a provision of the collective agreement;
(6) grievances relating to employment security and matters arising from the report and recommendations of Industrial Inquiry Commissioner (except where specified otherwise);
(7) grievances requiring presentation of extrinsic evidence;
(8) grievances where a party intends to raise a preliminary objection;
(9) matters arising from the maintenance agreement and classification manual (to be resolved in accordance with their terms); and
(10) grievances arising from duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be resolved by expedited arbitration.

(b) Those grievances ~~agreed to be~~ **that are** suitable for expedited arbitration **pursuant to (a) above** shall be scheduled to be heard on the next available **expedited arbitration** date. ~~The hearing~~ **Expedited arbitration** dates shall be mutually agreed **to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties** and will be at a location central to the geographic area in which the dispute arose.

(c) Once a grievance has an expedited arbitration date the party that bears the onus for the grievance will provide all particulars and documents in their possession relating to the grievance. Disclosure must be provided no later than 30 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. The responding party must provide disclosure no later than 20 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. This requirement does not preclude further disclosure of particulars and documents up to and including the expedited arbitration date.

(d) After the expedited arbitration date has been set, and no later than 15 calendar days prior to the expedited arbitration date, either party may, upon providing written notification to the other party and to the administrators, remove the matter from expedited arbitration and refer it to arbitration.

(**e**) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either Party.

(**f**) The Parties shall make every effort to make use of an agreed to statement of facts.

(**g**) All presentations are to be short and concise and are to include a comprehensive opening statement.

(**h**) The Parties agree to make limited use of authorities during their presentations.

(**i**) The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(**j**) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code* or a *Labour Relations Code* provision of similar effect.

(**k**) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter. **The expedited arbitrators will be advised to include these statements at the beginning of their Reports.**

(**l**) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(**m**) The Parties shall equally share the cost of the fees and expenses of the arbitrator.

(**n**) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the Parties.

- Bob Pekeles
- Judi Korbin
- Chris Sullivan
- Stan Lanyon, QC
- David McPhillips
- Joan Gordon
- Mark Brown
- Vincent L. Ready
- Joan McEwen
- **Ron Keras**

(**o**) It is not the intention of either Party to appeal a decision of an expedited arbitration.

(p) A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and will meet monthly or more often if necessary for scheduling of expedited hearing dates as outlined in the process in Memorandum of Agreement #31 Re: Expedited Arbitration Process.

9.9 Suspension Over 10 Days or Termination Hearing

(a) Within two weeks after an arbitrator has been assigned under Article 9.2 (Assignment of Arbitrators) the parties may mutually agree to refer grievances related to suspensions of over 10 days duration and terminations to a resolution process that includes one day of mediation followed by arbitration if the grievance remains unresolved at the mediation.

(b) If the parties agree to mediation they must decide, by mutual agreement, to use the assigned arbitrator or assign another person as the mediator within the timeframe in Article 9.2 (c)(1) (Assignment of Arbitrator).

12.1 Job Postings and Applications

(b) Notwithstanding (a) above if the vacancy is a temporary one of less than four months, the position shall not be posted and instead shall be filled as follows:

(1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work such positions, consistent with the requirements of Article 12.9. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 16, the proposed move shall not be made; or

(2) By casual employees, including regular part-time employees registered for casual work in accordance with Article ~~29.4~~ **29.3 (Call-In Procedure).**

(c) **Last Paragraph missing word employer**

12.9 Selection Criteria

(a) no change

(b) **Where an employee has met a specific standard on a typing (keyboarding) test, the result of that test will stand for a period of twenty-four (24) months. Further, where an employee is working in a position requiring a specific standard of typing (keyboarding) speed, the employee will be deemed to satisfy that standard if applying for another position that requires the same or lesser standard.**

~~(b)~~ **(c)** For Community Health Worker positions, qualifications also includes ability to meet specific client needs **as outlined in Clause 15.4(b) (Scheduling of Hours)**.

12.11 Qualifying Period

(a) If a**n** ~~regular~~ employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.

(b) If a**n** ~~regular~~ employee has been promoted, voluntarily demoted or transferred and during the aforementioned three month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.

(c) no change.

(d) no change.

13.2 Definition of Displacement

(a) Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

(b) Where notice of displacement or layoff actually results in a layoff, and prior to a layoff becoming effective, ~~two copies~~ a copy of such notice shall be ~~sent~~ **provided** to the designated Union representative **within 24 hours of the time it is provided to the employee**.

13.3 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform

the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent of his/her existing pay rate.

The Unions will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally. Accordingly, employees exercising a right to bump must advise the Employer of their intention to bump within ~~five working~~ **seven** days of receipt of the Employer's current seniority list.

13.5 Retention of Seniority

(a) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two weeks' notice to another Employer shall be deemed to be in compliance with the seven day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article ~~13.5~~ **13.3** of this Agreement.

14.2 Hours of Work

(a) - (f) no change

(g) Where the Employer and the Union have **an** agreement in a Collective Agreement, Memorandum, or Letter of Agreement on specific scheduling provisions with respect to hours of operation, excursions, flex-time, extended work days or modified work weeks for any specific employee or group of employees, the agreements shall be maintained ~~for incumbents as of April 1st, 2006~~ unless mutually agreed otherwise by the Union and the Employer. If mutual agreement on proposed amendments is not reached either party may refer the matter to the Investigator pursuant to Article 8.13 **(Investigator)** who will investigate the difference and give consideration to past practice, employee circumstances and the Employer's operational requirements. The parties shall be bound by the decision of the Investigator.

(h) New extended hours, modified workweek or flex-time schedules may only be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include details of the agreed schedule.

14.15 Job Fairs

This provision only applies to employees scheduled under Article 14.

(a) This article does not apply where Section 54 of the Labour Relations Code applies. When Section 54 does not apply, the Employer may use the job fair process only in the event the Employer intends to:

(1) reduce the number of FTEs or reduce the total number of hours of work within a specific unit/department/program/worksite; or

(2) revise the existing work schedule and maintain the total number of FTEs or total number of hours of work within a specific unit/department/program/worksite, or

(3) increase the number of FTEs or increase the number of hours of work within a specific unit/department/program/worksite of no more than .2 FTE per affected employee.

(b) The parties may mutually agree to use the process provided in this clause for increases to the number of FTEs or total number of hours of work of more than .2 FTE per affected employee within a specific unit/department/program/worksite. If mutual agreement is not reached such increases shall be covered by Article 12.1 (Job Postings and Applications).

(c) *Job Fair Process*

First the Employer will post or otherwise provide the proposed schedule/rotation for seven calendar days so that impacted regular employees in the unit/department/program/worksite have an opportunity to review it. Within a further seven calendar days, the impacted regular employees will select their line/position on the new schedule/rotation in order of seniority. Any regular employee without a line/position in the new work schedule/rotation will be issued a displacement notice in accordance with Article 13 Labour Adjustment and Technological Change. The new work schedule will then be posted in accordance with Article 12 Job Postings.

Impacted regular employees subject to the above must select a line/position in the new schedule/rotation, by seniority, where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status). However, an impacted regular employee may voluntarily select any line/position available to them if they choose to do so. If no line/position within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line/position, she/he shall be issued displacement notice at the end of the seven day line selection period.

(d)Any positions remaining vacant at the end of the job fair process shall be posted in accordance with Article 12.1 (Job Postings and Applications).

(e) Upon completion of the job fair process the Employer shall post the new schedule in accordance with Article 14.3 (a)(1)(Scheduling Provisions). Unless mutually agreed otherwise the new schedule will be implemented in 14 days.

15.3 Shift Schedules

(a) ~~*Effective no later than the start of the second pay period in September, 2006:*~~ **No later than one year after the date of ratification, the new scheduling language will be applicable.**

(b) **Shift schedules include the following:**

(1) Fixed Shifts:

Fixed shifts positions have a specific start and finish time and specified daily hours from four to eight paid hours per day and 20 to 40 paid hours per week. Article 15.10 (Meal Periods) will continue to apply.

(2) **Period of Availability:**

Scheduled hours shall be confined to either a 10, **nine , eight or six** consecutive hour period as defined below, except those doing live-in or overnight shifts. The consecutive hour period shall not vary from day to day except where the Employer and the employee otherwise agree. The consecutive hour period may also be changed in accordance with Article 12.2 (b) **(Change to Start and Stop Times, Days Off and Work Area).**

The consecutive hour period for those employees with weekly **posted** hours off over 37.5 up to and including 40 shall be 10 consecutive hours.

The consecutive hour period for those employees with weekly **posted** hours of over 30 up to and including 37.5 shall be nine consecutive hours.

The consecutive hour period for those employees with weekly **posted** hours of over 25 up to and including 30 shall be eight consecutive hours.

The consecutive hour period for those employees with weekly **posted** hours of 20 to 25 shall be six consecutive hours.

~~The consecutive hour period for those employees with posted maximum weekly hours of 30 or less shall be eight consecutive hours, unless the employee chooses, in writing, to be governed by a 10 consecutive hour period. If an employee chooses to be governed by a 10 consecutive hour period, the employee will thereafter be permitted to change her period of availability only with the agreement of the Employer, or by posting into another position.~~

3) Fixed hour split shifts:

A regular fixed hour split shift is a shift of 30 hours or more per week consisting of two distinct periods of fixed hours. One period must consist of at least three, four, five, or six hours of work and the second period will consist of at least two hours during the shift as long as the total of all hours does not result more than eight hours a day and 40 hours per week. Article 15.10 (Meal Periods) will continue to apply.

(c) ~~(b)~~ Notwithstanding 15.3(a) **(Shift Schedules)**, the parties recognize an individual client may require service in excess of eight hours. Employees shall have the option of accepting such assignments to a maximum of 12 hours in a day at straight-time pay. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the Union Representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with two weeks' written notice.

(d) A regular employee's work schedule shall be made available to the employee a reasonable period in advance of the starting day of the new schedule. The employee's schedule shall cover a two week period. It is understood that the schedules may be subject to revision and/or cancellation in accordance with the provisions of the Collective Agreement. In the event of a dispute the steward shall have access to the schedules of each employee and, if requested, shall be provided with copies.

15.4 Scheduling of Hours

(a) *Regular Employees*

(1) (i) Regular employees shall be scheduled hours within their classification based on seniority, subject to the employee's ability to meet specific client needs and geographic location.

(ii) When assigning hours, regular employees shall be given priority over casual employees in accordance with the process described in Article 15.4(a) **(Scheduling of Hours)**.

(2) The Employer shall post regular positions, **according to the shift schedule options in Article 15.3(b) (Shift Schedules)** specifying the days of work, the period of availability and the ~~maximum~~ weekly **posted** hours.

(3) If a regular employee is below the ~~maximum~~ **weekly posted** hours of her position the Employer shall, as soon a s possible, assign hours that can be accommodated considering the employee's existing assignments, in the following sequence:

(i) from new hours;
(ii) from hours assigned to casuals in reverse order of seniority;
(iii) within no longer than seven days, from junior regular employees, in reverse order of seniority.

(4) *Assignment of Unassigned Hours to Regular Employees*

Regular employees who wish to be assigned hours ~~above the maximum~~ **in excess** of their weekly **posted** hours may register under Article 29.3(a) **(Call-in Procedure)** for unassigned hours. Where unassigned hours are available, the Employer shall offer such unassigned hours to these registered employees in accordance with Articles 29.3**(Call-in Procedure)** (a) and (d). Where such hours are assigned they may be reassigned to other regular employees eligible for such hours pursuant to Article 15.4(a)(3)**(Scheduling of Hours)**.

The provisions of Articles 29.1 **(Casual Employee)** (a), (b), (c) and (d) shall not apply. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

(b) *Ability to Meet Specific Client Needs*

For purposes of this Article, an employee's ability to meet specific client needs shall be determined using the following criteria:

(1) language requirements and gender, where lack of consideration would lead to an adverse effect on the well being of the client;

(2) continuity of care, where the lack of consideration would lead to an adverse effect on the health of the client;

(3) employee/client compatibility, where the lack of consideration would likely lead to an adverse effect on the health of the client. When a complaint arises, the Employer will investigate the complaint and endeavour to rectify the situation prior to reassigning the employee;

(4) a care need requiring a specific skill. Where a regular employee requires training in order to access a particular assignment for which she is otherwise eligible pursuant to Article 15.4(a)(3)(Scheduling of Hours), such training shall be provided to the employee as soon as reasonably practicable.

(c) Where an employee classified as a CHWII is eligible to be assigned hours under Article 15.4 **(Scheduling of Hours)** (a)(3) above and where no such hours are available, the employee may opt to receive CHWI hours or to work reduced hours. Whichever option the employee elects, the employee shall remain entitled to CHWII hours in accordance with Article 15.4 **(Scheduling of Hours)** (a)(3) above as soon as they become available.

(d) Ongoing hours are defined as non-relief hours which are anticipated to have a duration of three consecutive months or more. Ongoing hours that have not been assigned to a regular employee pursuant to 15.4 **(Scheduling of Hours)** (a)(3) above shall be considered unassigned. Where there are ongoing hours that are unassigned, and are sufficient to constitute a regular position, and which can be assigned in five hour increments, the Employer shall first:

(1) offer, by seniority, to increase the weekly **posted** ~~maximum~~ hours of existing regular positions, subject to Article 15.4 **(Scheduling of Hours)** (a)(1). The Employer shall canvass employees whose days of work and period of availability would allow for inclusion of the unassigned hours. Employees shall have the option to accept or decline an increase in their ~~posted maximum~~ weekly **posted** hours; then,

(2) where no regular employee opts to accept an increase in their ~~posted~~ weekly **posted** ~~maximum~~ hours, the Employer may increase the **weekly** posted **hours** ~~maximum~~ of the most junior regular employee(s) whose posted days of work and period of availability would allow for inclusion of the available hours, subject to Article 15.4 **(Scheduling of Hours)** (a)(1), or post a new regular position in accordance with Article 12 **(Job Postings)** and (e) below. Where the most junior regular employee'(s) period of availability is less than 10 hours, the period of availability may be increased to accommodate the available hours in accordance with Article 15.3 **(Scheduling of Hours)**.

(3) When an employee's weekly hours are increased pursuant to this clause the Employer shall provide the Employee with written confirmation of the increased hours.

(e) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more such hours can be scheduled within the following parameters:

(1) up to five consecutive days of work; and
(2) a definable period of availability **as per article 15.3 (b)**;
(3) geographic location.

When there are sufficient unassigned ongoing hours to constitute a regular position the Employer shall post a regular position pursuant to Article 12 (Job Postings).

(f) Regular employees may refuse hours only if the hours are in excess of their ~~maximum~~ weekly **posted** hours, subject to Article 15.4(d) **(Scheduling of Hours)** or outside their period of availability referred to in Article 15.4(a)(2) **(Scheduling of Hours)**.

(g) The Employer shall make every reasonable effort to minimize or eliminate the number of splits (and minimize the duration of such splits) in an employee's daily schedule, exclusive of meal periods, subject to time specific service requirements and travel time.

(h) The Employer may contact regular employees outside of their period of availability only for scheduling purposes.

(i) Regular employees contacted outside their period of availability for reasons other than those described in (h) above shall be paid at straight-time rates for the duration of the call, with a minimum of 15 minutes per call.

(j) Assigned schedules shall include adequate time to complete any client reports requested by the Employer.

(k) Employees will not be required to access the Employer's voice mail scheduling system more than once per scheduled day of work, and in any event, not on a scheduled off-duty day.

(l) Casual Employees - Hours shall be assigned to casual employees pursuant to Article 29 – casual Employees based on seniority, subject to the employee's availability, ability to meet specific client needs, skill and ability required for the specific assignment and geographic location.

15.7 Travel Time

Travel time between clients shall be scheduled by the Employer, and is included in the employee's paid hours of work. Travel time between clients shall not be included in the meal periods. Where the employee is not required by the Employer to utilize her private vehicle for travel between clients, the travel time scheduled and paid by the Employer shall assume travel by automobile.

This Article applies to travel time between the last client in the first portion of a fixed split shift and the first client in the last portion of the fixed split shift.

~~(b) Employees shall be reimbursed for the cost of any taxi or ferry transportation authorized by the Employer.~~ ***Move (b) to Clause 27.11 as new (f)***

15.9 Leave of Absence

(a) When leave of absence with pay is granted the employee shall be paid based on the average number of hours worked in the 12 pay periods preceding the leave of absence.

(b) Employees who are absent from employment on an approved leave of absence shall, upon return to work, be assigned hours pursuant to Article 15.4 **(Scheduling of Hours)**with the same weekly **posted** ~~maximum~~ hours, period of availability and days of work they were in prior to their leave of absence.

17.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

17.6 Holiday Pay for Regular Part-Time Employees

Regular part-time employees shall receive four point ~~two~~ **six** percent of straight-time pay instead of a day off with pay.

17.9 Qualifying for the Holiday - Community Health Workers

Employees classified as regular Community Health Workers will receive four point ~~two~~ **six** percent of straight-time pay in lieu of paid holidays.

19.2 In-Service Education

(a) Employees scheduled by the Employer to attend an in service education seminar **or an on-line course** on other than a scheduled day off shall receive straight time wages for all hours in attendance at the seminar/**course**.

(b) Employees required by the Employer to attend in-service education seminars **or an on-line course** on a scheduled day off shall receive compensation for all hours in attendance at the seminar/course in accordance with Articles 14 **Hours of Work and Scheduling, 15 Hours of Work and Scheduling – Community Health Workers,** and 16 **Overtime**.

ARTICLE 20 – SPECIAL AND OTHER LEAVE

Definition of immediate family for Article 20:

Is an employee's parent, **step-parent,** spouse, common-law spouse, grandparent, grandchild, child, **step-child,** brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her/his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. At the employee's option this leave, in whole or in part, may be made available for a final visit to a terminally ill immediate family member. Bereavement leave shall not exceed three ~~(3)~~ working days.

Immediate family is defined as an employee's parent, **step-parent,** spouse, common-law spouse, grandparent, grandchild, child, **step-child,** brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

(b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(c) Every effort will be made to grant additional bereavement leave of absence without pay if requested by the employee.

22.3 Occupational Health and Safety Committee

(a) - (d) no change

(e) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board and/or **other sources** ~~the Health Care Occupational Health and Safety Agency~~ to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

(f) no change

(g) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

The Employer will promote processes that provide the most effective ways to safely perform work. These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, care design and redesign for clients, sufficient staffing, and in-services/team meetings. The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to make recommendations on these measures, supported by available resources (e.g., from ~~OHSAH,~~ WCB).

22.4 Aggressive Behaviour

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer shall provide employees with information in its possession regarding a client or resident which is necessary for the employee to safely carry out his/her duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section ~~8.90~~ **4.28** of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

(d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident ~~of an unusual nature~~. Leave to attend such a session will be without loss of pay.

ARTICLE 24 – MUNICIPAL PENSION PLAN

~~Upon implementation of the Municipal Pension Plan~~ **E**ffective the start of the first pay period **after** April 1st, 2006: all regular full-time employees on staff, and all other employees who meet the eligibility criteria **referenced below** ~~in the last paragraph of this Article~~, will be enrolled in the Plan, unless eligible employees ~~sign~~ **signed** a waiver **as required** by the implementation date **(April 1, 2006).** The waiver will be maintained on the employee's personnel file.

~~Following the implementation date~~ **For employees hired on or after April 1, 2006:**

(a) ~~newly hired~~ **R**egular full-time employees shall be enrolled in the Municipal Pension Plan upon completion of their probationary period, and shall continue in the Plan as a condition of employment.

(b) ~~newly hired~~ **R**egular Community Health Workers in positions with ~~a posted range of~~ weekly **posted** hours of 35 to 40 shall be enrolled in the Municipal Pension Plan upon completion of their probationary period, and shall continue in the Plan as a condition of employment. For the purposes of this Article only, such Community Health Workers will be deemed to be regular full-time employees.

(c) ~~Any new~~ **R**egular part-time employees, regular Community Health Workers not deemed to be regular full-time, and casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the ~~*Public Sector Pension Plans*~~ ***Pension Benefits Standards*** *Act* and the Municipal Pension Plan Rules. The Rules currently provide that a person who has completed two years of continuous employment with earnings from an Employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years shall be enrolled in the Plan. This Rule will not apply when an ~~eligible~~ employee **covered by this section completes and provides** ~~gives~~ a written waiver to the Employer **declining participation in the plan. The waiver will be maintained on the employee's personnel file.**

27.1 Paydays

(a) – (f) no change

(g) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which he/she wishes his/her pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a ~~significant~~ **monetary** error in his/her pay, the Employer must provide **payment** ~~a manual cheque~~ **within the next pay period or as soon as reasonably possible, whichever is sooner**. ~~at the employee's request as soon as reasonably possible.~~

27.2 Compensation

~~(a) *Wage Increase for Licensed Practical Nurses (LPNs):*~~

~~(1) Effective the first pay period after April 1, 2010, eliminate Step One of the April 1, 2009 Community wage grid for LPNs and add a new increment that is three percent above the April 1, 2009 Community top step for LPNs.~~

~~*(2) Effective the first pay period after April 1, 2011:*~~

~~(i) Eliminate Step Two of the April 1, 2009 Community wage grid for LPNs and increase the wage rate by one cent to be equivalent to the April 1, 2009 Facilities Licensed Practical Nurse wage rate, and~~

~~(ii) Add a new increment that is three percent above the new increment established in paragraph (a)(2)(i) above.~~

~~(b) *Wage Increase for Certified Dental Assistants (CDAs):*~~

~~(1) Effective the first pay period after April 1, 2010, apply a three percent wage increase to Grid 8 of the April 1, 2009 Community Agreement. This will result in a new wage grid structure for CDAs.~~

~~(2) Effective the first pay period after April 1, 2011 apply a three percent wage increase above the new wage grid established in paragraph (b)(1) above.~~

27.13 Out-of-Pocket Expenses

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of his/her duties and of a type previously authorized by the Employer, as long as such costs are not addressed by specific allowances payable elsewhere under this Agreement.

Reasonable out-of-pocket expenses include parking charges, bridge and/or highway tolls necessarily incurred in the performance of the employees' duties.

28.4 Workers' Compensation Benefit

(e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article ~~20.4~~ **20.5** except that seniority shall continue to accrue based on regular hours.

29.1 Casual Employees

(a) No change.

(b) **Casual employees serve probation and qualifying periods as per article 12.10 Probationary Period and article 12.11 (Qualifying Period).**

~~(b)~~ (c) ~~Casual employees shall serve a probationary period of 488 paid hours.~~ During the probationary period casual employees may be terminated for unsatisfactory service.

~~(c) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article12.10.~~

~~(d) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.10~~.

(e) No change other than consequential numbering change.

(f) No change other than consequential numbering change.

29.2 Casual Availability

(a) *Letter of Appointment/**Minimum Hour Requirements***

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature.

The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of 225 hours over any fixed 12 month period, or a lower minimum annual hours as determined by the employer.

(b) By (date –one year after ratification) Casual availability shall be confirmed for current employees ~~to~~ and include a minimum hour requirement over any fixed 12 month period. Except where the Employer and the casual employee mutually agree otherwise, the update shall require that the casual employee work a minimum of 225 hours over any fixed 12 month period.

(c) Except where a casual employee can demonstrate *bona fide* reason(s), the casual employee shall be removed from the casual list and her employment will end, if she fails to work the identified minimum number of hours applicable to her in Article 29.2 (a). A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the twelve (12) month period.

(d) Mid way through the 12 month period, a casual employee who has worked fewer than the minimum hours applicable under Article 29.2(a) will be notified of the number of casual hours worked.

(~~b~~)(e) *General Availability*
The commitment to general availability specified by the casual employee **may** be subject to revisions. Such revisions will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis**, subject to operational requirements**. **When there are competing requests for revisions, the employer will also apply seniority**. Should a casual employee wish to increase her general availability she may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability. The Employer shall not unreasonably deny a request for change of availability.

(f) *Temporary Increases in Availability*

A casual employee may increase her availability, on a temporary basis, at anytime throughout the year. The Employer shall not be required to provide a revised letter of appointment for temporary increases to an employee's availability.

~~(c)~~**(g)** ***Short Term Unavailability***
Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than 14 days prior to the start of the month, indicating the days and times when they are not available. The Employer shall not refuse employees' requests for unavailability (subject to the paragraphs that follow) and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

If the employee's monthly availability over a three-month period (excluding June, July, August and spring break or Christmas break) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

During June, July, and August, a casual employee's monthly availability shall **be consistent with her letter of appointment, approved current availability, or approved periods of unavailability** ~~not be inconsistent with her letter of appointment, apart from approved periods of unavailability.~~ Approved periods of unavailability shall not exceed five weeks during this three-month period. Approved periods of unavailability shall be granted on the basis of seniority.

A casual employee's availability during either spring break or Christmas break shall ~~also~~ **be consistent with her letter of appointment, or approved current availability,** ~~not be inconsistent with the availability specified in the employee's letter of appointment~~.

Requests for periods of unavailability will be considered by the Employer after regular employees' vacation periods are finalized. As such, approval of regular employees' vacation periods shall take priority over approval of casual employees' periods of unavailability.

~~(d)~~ (f) ~~**delete** ***Non-Availability for Work***~~

29.8 Application of Agreement

Except as otherwise noted the provisions of the following Articles do not apply to casual employees. The provisions of all other Articles apply to casual employees unless otherwise explicitly stated.

- Article 11.2(a) Seniority List
- Article 11.5 Seniority Dates
- ~~Article 12.10 Probationary Period~~
- ~~Article 12.11 Qualifying Period~~
- Article 13 Labour Adjustment and Technological Change
- Article 14.3 Scheduling Provisions
- **Article 14.15 Job Fairs**
- Article 15.3 Shift Schedules
- Article 16.9 Overtime for Part-time Employees
- Article 16.11 Call-Back
- Article 18 Vacation Entitlement
- Article 19 Education Leave
- Article 20 Special and Other Leave
- Article 21 Maternity, Parental & Adoption Leave
- Article 25 Health Care Plans
- Article 27.3 Temporary Promotion or Transfer
- Article 27.5 Promotions
- Article 27.6 Transfers
- Article 27.7 Demotions
- Article 27.8 Re-Employment After Retirement
- Article 27.9 Re-Employment After Voluntary Termination or Dismissal for Cause
- Article 27.10 Supervisory or Military Service
- Article 28 Sick Leave

29.9 Casual Employee Benefits

(a) No change

(b) Where a job posting is filled by a casual employee under Article ~~29.2(b)~~ **29.3(b)** and the casual employee occupies the position for six months or more, he/she will be entitled to:
***remainder of (b) unchanged*

~~(c) Article 29.9(b) shall not apply to Community Health Worker position.~~

~~**29.10 Removal from Casual List**~~

~~An Employer may remove a casual employee from the casual list if they are unavailable for a six month period.~~

SCHEDULE C

RE: Job Evaluation and Classification

***Maintain Current Language*

MAINTENANCE AGREEMENT

1. Introduction

1.1 The purpose of this Maintenance Agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Health Service & Support (Community) Subsector.

2. Coverage

2.1 The provisions of this Agreement shall apply to all work that is now or shall come within the scope of the Health Service & Support (Community) Subsector Collective Agreement. This Agreement, including the Classification Manual, shall be incorporated in and become part of the Collective Agreement.

2.2 This Agreement shall be subject to the grievance and arbitration procedures under the Collective Agreement.

3. Existing Rights

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

(a) Subject to the Collective Agreement and subject to procedures of this Agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs.

(b) The Union has the right to enforce all the provisions of the Collective Agreement and this Agreement and in particular may ensure that:

(i) a job has been established in a proper manner under the terms of the Collective Agreement and this agreement;

(ii) a job description accurately describes the work required to be done;

(iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;

(iv) a job is properly classified in relation to the benchmarks; and

(v) a position is assigned to an appropriate job description.

(c) Where a conflict arises between the Collective Agreement and this Agreement, the Collective Agreement shall take precedence.

4. Benchmark Class Specifications

4.1 The benchmark class specifications, hereafter referred to as benchmarks, in existence at the date of this Agreement and agreed to by the parties and listed in Schedule A shall constitute the sole criteria for classifying work covered by the Collective Agreement. Except as provided for in Article ~~8~~**9.**7(d) of the Maintenance Agreement, no new benchmark shall be introduced and no existing benchmark shall be changed except by

mutual agreement between the HEABC and the Association. Neither party shall withhold mutual agreement unreasonably.

4.2 Each benchmark shall be assigned to an appropriate Classification Grid, which shall be deemed to comprise part of the benchmark.

5. Job Descriptions

5.1 The Employer shall prepare job descriptions for all jobs for which the Union is the certified bargaining agent.

5.2 All job descriptions must be drafted in a similar format to include the job title, the benchmark against which the job has been classified and the classification grid, a job summary, a listing of the typical job duties, and the qualifications required to perform the job.

5.3 **If the job is anomalous, the classification will be listed as "*anomalous*" on the job description.**

5.3~~4~~ Each regular employee is entitled to a copy of the recognized job description for his/her position.

6. Classification of New Jobs and Changes to Existing Jobs or Positions

6.1 The employer will review the job description and compare it to the classification benchmarks to determine the appropriate classification and pay rate for the job.

6.2 **Where the employer makes a material change to an existing job, it shall revise the job description. The revised job description will be provided to all employees who are subject to that job within 20 calendar days.**

Where a pay rate adjustment occurs as a result of the Employer revising an existing position, the increase shall take effect on the first day an employee occupies the position after it was revised

~~6.1 Where the Employer makes a material change to an existing job it shall revise the job description. The completed job description shall be forwarded to the Union within 20 calendar days.~~

~~6.2 Where the Employer establishes a new job it shall write a new job description. The completed job description shall be forwarded to the Union within 20 calendar days.~~

6.3 **Where the Employer makes a material change to an existing job or establishes a new job and the Employer considers that the changed or established job is anomalous, as defined in Article 10, Definitions, of the Maintenance Agreement, the employer shall:**

(i) revise the job description of the materially changed job or write a new job description for the newly established job;

(ii) assign the job to one of the existing classification grids on the basis of best fit according to the overall type of duties and scope and level of responsibilities to an extent material for a reasonable standard of job classification. The employer shall determine the classification grid of the anomalous job by comparing the job to the existing community benchmarks and not to other jobs and positions; and

(iii) forward the completed job description and classification grid to the Union and the Association within 20 calendar days.

~~6.43 Within 60 calendar days of receipt of a notice in accordance with Article 6.1 or 6.2 **or 6.3** of the Maintenance Agreement, the Union shall notify the Employer in writing if it objects to the job description and/or classification grid.~~

~~6.54 Where the Union objects, it shall provide specific details of the objection, and the resolution sought.~~

~~6.65 Where the Union does not object, in writing, in accordance with Article 6.43 of the Maintenance Agreement, the job description and classification shall be deemed to be established.~~

~~6.76 Within 60 calendar days of the receipt of an objection under Article 6.43 of the Maintenance Agreement, the Employer shall review the objection and notify the Union and the HEABC of its determination in writing.~~

~~6.87 If the Employer's written determination is not acceptable or not provided within the time limit, the Union may, within a further period of 30 calendar days, notify the HEABC and the Employer of the intent to refer the dispute to a Classification Referee for a final and binding decision in accordance with Article 8 of the Maintenance Agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.~~

~~6.98 Within 60 calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the HEABC, the Employer, and the Union shall attempt to resolve the dispute.~~

~~6.109 If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The HEABC and the Union shall, within 30 calendar days, submit an Agreed Statement of Facts to the Classification Referee outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Referee and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.~~

7. Classification Reviews

7.1 Where the Union or an employee considers that a position is not assigned to an appropriate benchmark, either of them may **request the most current job description for the job** and file a classification review request.

7.2 The employee and/or a Representative designated by the Union shall complete a "*Classification Review Form*" indicating the reasons he/she believes that the benchmark to which his/her position has been matched is inappropriate. The Classification Review Form shall also indicate the benchmark that he/she believes is the appropriate match for the position**, or the classification grid if the job is thought to be anomalous.** The Classification Review Form and any attachments shall be submitted to the Employer.

7.3 Within 30 calendar days of the receipt of a Classification Review Form the Employer shall review the request and notify the Union and the HEABC of its determination in writing.

7.4 If the Employer's written determination is not acceptable, or not provided within the time limit, the Union may, within a further period of 30 calendar days, notify the HEABC and the Employer of the intent to refer the dispute to a Classification Referee for a final and

binding decision in accordance with Article 8 of the Maintenance Agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.

7.5 Within 60 calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the HEABC, the Employer, and the Union shall attempt to resolve the dispute.

7.6 If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The HEABC and the Union shall, within 30 calendar days, submit an Agreed Statement of Facts to the Classification Referee outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Referee and to all parties to the dispute, a separate Statement of Facts outlining the dispute and the issue(s) that are the subject of the dispute.

8. Anomalous Job Review

8.1 Where the Association or the HEABC considers that an anomalous job has ceased being anomalous, it shall notify the other party in writing and propose a benchmark for the position and a classification grid to be assigned.

8.2 Within 90 calendar days of receipt of the notification, the responding party shall inform the notifying party of whether it agrees that the anomalous job has ceased being anomalous and whether it agrees with the proposed benchmark and classification grid. If:

(i) the responding party does not agree that the anomalous job has ceased being anomalous, then, within a further 60 calendar days, either party may refer the matter to a Classification Referee for a final and binding decision;

(ii) the responding party agrees that the anomalous job has ceased being anomalous, but does not agree with the proposed benchmark and/or classification grid, the responding party shall propose an alternative benchmark and/or classification grid.

8.3 If the parties are unable to resolve the benchmark and/or classification grid dispute within a further 60 calendar days, either party may refer the matter to a Classification Referee for a final and binding decision.

8.4 No incumbent of an anomalous job that is subsequently matched to a new or existing benchmark through this process shall have her rate of pay reduced for as long as she occupies the same job.

~~8~~.9. Classification Dispute Resolution Process

~~8~~**9**.1 The Classification Referee(s), Joan Gordon, Chris Sullivan, and Rod Germaine, shall be mutually agreed to by the HEABC and the Association. In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment(s). By mutual agreement between the parties another Classification Referee may be named.

~~8~~**9**.2 The parties shall meet every month, or as often as required, to review outstanding Classification Review Requests referred in accordance with Article 7.6 ~~and to review outstanding objections referred in accordance with Article 6.9~~ to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

~~8~~**9**.3 The HEABC and the Union shall attempt to mutually agree to use an expedited arbitration process to resolve classification disputes. If the parties are unable to mutually agree to submit an outstanding classification review request to expedited arbitration the matter shall be resolved using full arbitration.

~~8~~**9**.4 The expedited arbitration process shall be governed by the following principles:

(1) The location of the hearing shall be agreed to by the parties.

(2) Unless otherwise mutually agreed, each party shall be limited to a four hour presentation.

(3) The parties shall utilize staff representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.

(4) The parties agree to make limited use of authorities during their presentations.

(5) The decision of the Classification Referee shall be final and binding on both parties.

(6) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.

~~8~~**9**.5 Unless mutually agreed, expedited arbitration shall not be used in disputes where the decision may result in the development of a new benchmark pursuant to Article ~~8~~**9**.7(d) of the Maintenance Agreement.

~~8~~. **9.**6 Within 60 calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Referee shall make every effort to hear either the full or the expedited arbitration and render a final and binding decision in writing.

~~8~~. **9.**7 The decision of the Classification Referee shall be based upon the same criteria applicable to the parties themselves. The decision of the Classification Referee shall be limited to a direction that:

(a) the position be assigned to another existing job description;

(b) a new job description be prepared by the Employer that more appropriately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the position;

(c) except as outlined in Article ~~8~~9.7(d) **and (e)** of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Referee shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;

(d) where the Classification Referee concludes that a position does not conform to an existing benchmark **and is not an anomalous job**, the Classification Referee shall notify the HEABC, **the Association** and the Union of his/her decision. The HEABC and **the Association** shall **then** endeavour to establish an appropriate benchmark for the position. Failing mutual agreement by the parties, each party shall make a submission within 30 calendar days to the Classification Referee as to the appropriate benchmark to be established. The Classification Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Classification Referee shall be binding on the parties. The Classification Referee shall also establish an appropriate

Classification Grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Referee shall not have the jurisdiction to establish new wage rates or classification grids (See Note 1).

(e) where the Classification Referee determines that the position is anomalous, the Classification Referee shall assign the job to one of the existing classification grids on the basis of best fit according to the overall type of duties and scope and level of responsibilities to an extent material for a reasonable standard of job classification. The decision of the Classification Referee shall be binding on the parties.

~~8~~. **9**.8 Arbitration hearings called by the Classification Referee shall have the same status as an Arbitration pursuant to Article 9 of the Collective Agreement.

~~8~~. **9**.9 The fees and expenses of the Classification Referee for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

~~9~~**10**. Pay Adjustments

~~9~~**10**.1 Where the rate of pay of a job or position is adjusted upward, the employee shall be placed on the lowest step of the new pay range which will give him/her an increase as follows:

(1) Where a job has an increment structure based on hours of service the employee shall receive the increment rate that is immediately higher than his/her wage rate immediately prior to the pay rate adjustment. Further increment increases shall be based on hours worked in the job from the effective date of the pay rate adjustment.

(2) Where a job has an increment structure based on calendar length of service the employee shall receive the increment rate that is immediately higher than his/her wage rate immediately prior to the adjustment. Further increment increases shall be based on calendar length of service in the job from the effective date of the pay rate adjustment.

~~9~~**10**.2 The effective date of pay rate adjustments is determined as follows:

(1) Where a pay rate adjustment occurs as a result of a Classification Review initiated by an employee or the Union, the increase shall take effect on the date the Classification Review Request is received by the Employer.

~~(2) Where a pay rate adjustment occurs as a result of the Employer creating a new position, or revising an existing position, or negotiation or arbitration related to same, the increase shall take effect on the first day an employee occupies the position after it was established or revised.~~

~~9~~10.3 Where the rate of pay of a job or position is adjusted downward, the employee shall continue to be paid at the employee's current rate of pay until the wage rate in the new job or position equals or exceeds it.

~~10~~**11**. Definitions

1. **Position**: A group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.
2. **Job**: One or more positions performing essentially the same duties, similar scope and level of responsibility, and required qualifications covered by the same job description.

3. **Other Related Duties**: The phrase "*Other Related Duties*" shall include those additional duties related to the job and/or the operation of the organization that may be assigned to the incumbent.

4. **Anomalous Job: A unique job with an overall set of duties that cannot be properly classified using any of the existing benchmarks.**

Note 1:

The matter in Bold is resolved with the proviso that the number of grids agreed to will be sufficient for the Association. The Employer does not agree with the Association's position that the default is that the Classification Referee can establish new wage rates if the Association believes that the number of grids are insufficient. In the event the Association maintains that the number of grids are insufficient, the parties reserve the right to arbitrate this issue at a later date if it is not resolved.

CLASSIFICATION MANUAL

1. Introduction

1.1 The Classification Manual outlines the definitions, format and principles of classification to be followed in matching jobs or positions to the benchmark class specifications, hereafter called benchmarks, contained in the Maintenance Agreement, and forms part of the Maintenance Agreement.

2. Benchmarks

2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs or positions are distinguished and classified under the Classification System.

2.2 Benchmarks also set forth the range or level of qualifications appropriate for a position classified to the level of the benchmark(s).

2.3 Benchmarks do not describe jobs or positions. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

3. Format of Benchmarks

3.1 *Job Families*

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a "*job family*". There are seven job families in the Classification System:

1) Client Services
2) Health Services
3) Administrative Services
4) Food Services
5) Environmental Services
6) Transportation Services
7) Miscellaneous

3.2 *Benchmark Title*

Each benchmark within a job family is identified by a benchmark title. For example: (**NOTE: THIS IS FOR ILLUSTRATIVE PURPOSES ONLY**)

Job Family: Client Services
Benchmark Title: Community Health Worker X
Benchmark Title: Community Health Worker Y

3.3 *Wage Rate*

Each benchmark shall be assigned a classification grid. Each classification grid has a corresponding wage rate, which is listed in Schedule B of the Collective Agreement. For example: (**NOTE: THIS IS FOR ILLUSTRATIVE PURPOSES ONLY**)

Benchmark Title: Community Health Worker 2
Classification Grid: X

The wage rate for the X Classification Grid, at April 1, 2000, per Schedule B is:

$XX.XX per hour

3.4 *Benchmark Duties*

(a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job or position being classified at the benchmark level.

(b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the Scope and Level Definition.

3.5 *Benchmark Qualifications*

(a) The qualifications set forth in a benchmark reflect the range or level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.

(b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid in order to meet the unique work organization in the Community subsector.

(c) Membership in a professional association or group is not a required qualification for any position under the Classification System unless required by legislation or regulation.

4. Anomalous Jobs

4.1 Anomalous job in this agreement shall be defined pursuant to Section 10.4 of the Maintenance Agreement.

4.2 Jobs which can be integrated are not considered anomalous jobs.

4.3 Anomalous jobs are assigned a classification grid on the basis of best fit according to overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

4.4 Where the HEABC and the Association identify anomalous jobs with essentially similar duties and scope and level of responsibilities, a benchmark may be created.

4 5. Principles of Classification

45.1 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished under the broad banding classification system. To that end a job should be classified on the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

45.2 **Integrated Jobs:** Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job shall be classified at the highest classification of the jobs being performed.

45.3 **Special Licenses and Certificates:** Where an employee is required to carry a special license such as a certified dental assistant license or practical nurse's license, he/she should be classified consistently with such license, certification, or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.

~~5.4 Anomalous jobs are assigned a classification grid on the basis of best fit according to overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.~~

~~5.5 Where the HEABC and the Association identify anomalous jobs with essentially similar duties and scope and level of responsibilities, a benchmark may be created.~~

45.43 Jobs and positions are classified only by comparison to the benchmarks and not by comparison to other jobs and positions.

45.~~5~~4 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

6 ~~5~~. Glossary of Terms

<The parties agree that the Glossary of Terms is outstanding, is not the subject of the February 13, 2001 arbitration, and is yet to be discussed.>

1. Layering over:

An employee who is required to assign work to another Community Subsector employee and is required to ensure that the assigned work is completed shall have her wage rate layered over the other employee.

The layered over wage rate will be one classification grid higher than the classification grid for the other employee's job, with the layered over employee maintaining her own increment step. If this results in the layered over wage rate being below the appropriate wage rate of the other employee's classification, the layered over wage rate will be placed at the first increment step that results in a wage rate above the appropriate wage rate of the other employee's classification, to a maximum of Step Four.

Memoranda of Agreement and Letters of Understanding to be renewed:

Memorandum of Agreement #3 Re: New Certifications
Memorandum of Agreement #4 Re Certain Existing Collective Agreement Provisions
Memorandum of Agreement #6 Re: Wage Protection and Standardization / Grandparenting
Memorandum of Agreement #7 Re: Implementation of Article 15 for Newly-Certified Employers
Memorandum of Agreement #8 Re: Live In and Overnight Shifts
Memorandum of Agreement #10 re: Prevention of Muskuloskeletal Injuries
Memorandum of Agreement #11 Re: Prevention of Work-Related Illnesses, Injuries and Disabilities
Memorandum of Agreement #12 Re: Suspension of Drivers' Licenses
Memorandum of Agreement #13 Re: Human Resource Staffing Strategies
Memorandum of Agreement #16 Re: Wage Status of CHWs Paid CHW II Rate
Memorandum of Agreement #21 Re: Dovetailed Seniority List Options for Displaced Employees of Health Authorities
Memorandum of Agreement #26 Re: Article 13.16 – Contracting Out
Memorandum of Agreement #27 Re: Consultation – Contracting Out
Memorandum of Agreement #28 Re: Employee Options – Contracting Out
Letter of Understanding #1 Re: Non-Standard Work Schedules
Letter of Understanding #2 Re: Wage Re-Opener

The following Memoranda of Agreement and Letters of Agreement will be deleted from the Collective Agreement:

Memorandum of Agreement #2 Re: Benefits Joint Working Group
Memorandum of Agreement #9 Re: Occupational Health and Safety Agency for Healthcare
Memorandum of Agreement #17 Re: Home Support Scheduling – Fixed Hour Positions – Pilot Projects
Memorandum of Agreement #18 Re: Home Support Scheduling – Split Shift and Reduces Hours Positions – Pilot Projects
Memorandum of Agreement #22 Re: Scheduling Joint Working Group
Memorandum of Agreement #24 Re: Enhanced Disability Management/STIIP Joint Working Group
Memorandum of Agreement #25 Re: LPN Supervisor Benchmark and Wage Grid
Letter of Agreement Re: Fiscal Dividend

New or changed Memoranda of Agreement and Letters of Understanding:

MEMORANDUM OF AGREEMENT #15

Re: ~~Article 15 Sub Committee~~ Implementation of Article 15

To ensure the successful implementation of the new scheduling language in Article 15, the parties agree to the following:

1. **Discussions will initially take place at the local level to resolve any issues arising out of the implementation of the new scheduling language.**

2. **Should the local parties be unable to resolve the issue(s), the issues shall be referred to HEABC and the CBA.**

3. **HEABC and the CBA will attempt to resolve the issue informally.**

4. **Should a meeting be necessary, HEABC and the CBA will meet to discuss the matter.**

~~In recognizing the unique characteristics of the scheduling system in Article 15, the parties agree to the formation of a Joint Committee to be called the Article 15 Sub-Committee.~~

~~Structure and Duties of the Committee:~~

~~(a) The Committee will be composed of six members appointed by the Association of Unions and six members appointed by the HEABC, unless otherwise agreed between the HEABC and the Association.~~

~~(b) The Committee shall meet two times per year (or more frequently by mutual agreement), at a mutually agreed time and place. Employees shall be granted a leave of absence in accordance with Article 2.10(a) for time spent in attending to the business of the Committee.~~

~~(c) An HEABC and Association representative shall alternate in presiding over the meetings.~~

~~(d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of the Community Subsector Collective Agreement. The Committee shall not have the power to bind either the Association or the HEABC to any decision reached in its discussions.~~

~~(e) The Committee shall have the power to make recommendations to the parties on the following matters.~~

~~(i) Issues arising out of the interpretation and application of Article 15;~~
~~(ii) By agreement, studies and/or pilot projects with the aim of improving scheduling under Article 15.~~

~~(f) Minutes of the Committee meetings shall be transcribed by the HEABC and distributed to Committee members.~~

MEMORANDUM OF AGREEMENT #XX

Re: Pilot Projects established under Memorandum of Agreement #17 and #18 of the Collective Agreement prior to (date of ratification)

(a) In the year following (insert date of ratification) all existing pilot projects will cease to be pilot projects.

(b) Memorandum of Agreement #17: All fixed shift pilot projects will become regular shifts pursuant to Article 15.3 (Shift Schedules) unless the Employer cancels the project.

(c) Memorandum of Agreement #18: All split shift window and reduced hours pilot projects will become either:

- **Regular shifts pursuant to Article 15.3 (Shift Schedules) unless the Employer cancels the project; or**

- **Modified hours of work arrangements under (Memorandum of Agreement #33 Re Modified Hours of Work Arrangements – Article 15) which may be rescinded by either party, or by an individual employee, upon providing 30 days' written notice.**

(d) No new pilot projects will be established. New modified hours of work arrangements will be established under Memorandum of Agreement #33 – Modified Hours of Work Arrangements – Article 15.

MEMORANDUM OF AGREEMENT #19
Re: Employment Opportunities

The parties agree to provide displaced employees, **including laid off casual employees**, with priority hiring rights where the contract under which they have worked has been retendered, and another Employer covered by the Collective Agreement is the successful bidder, or one Collective Agreement Employer transfers its services to another Collective Agreement Employer.

(a) The terms of this priority access to available vacancies **for regular employees** will be as follows:

(1) The receiving Employer will determine the number and manner of vacancies created in the program.

(2) Displaced employees wishing priority access must submit an application for employment. A displaced employee who has not been hired in accordance with this Memorandum of Agreement, and who has no bumping or vacancy posting options available at their current Employer, shall be entitled to apply for registration as a casual employee in any job classifications within a single Collective Agreement Employer of a Health Authority.

(3) To be eligible for hire, displaced employees must meet the receiving Employer's required qualifications and have the present capability to perform the work.

(4) Displaced employees will be subject to interview and assessment. In the event several employees are interested in a single position, the successful candidate will be determined by the receiving Employer in accordance with Article 12.9 – Selection Criteria.

(5) Such employees shall serve a qualifying period pursuant to Article 12.11 – Qualifying Period. An employee whose placement is found to be unsuitable during the qualifying period, or an employee who requests to be relieved during the qualifying period, shall return to the recall list with the previous Employer for the remainder (if any) of the recall period.

(6) Displaced employees, on the basis of seniority, will have priority for consideration for vacancies, regardless of which of the two Employers the displaced employees come from.

(7) If hired, displaced **regular** employees will receive portable benefits in accordance with Article 11.4 **Re-employment** and port their seniority.

(8) Such employees will receive the terms and conditions of employment and be represented by the union that exists at the recipient Employer. The terms and conditions in existence at the recipient Employer shall form the maximum for employees, notwithstanding any benefits that may be ported. No new employees shall be enrolled in the Public Service Pension Plan should that Plan be in place at the recipient Employer.

(9) An employee who is enrolled in a pension plan that is the same as the pension plan available at the recipient Employer shall not be required to serve a new waiting period.

(b) The terms of to be applied to laid off casual employees as a result of retendered work, include:

(1) The Employer must have a need for casual employees

(2) such employees wishing priority access must submit an application for employment

(3) to be eligible for hire, such employees must meet the receiving Employer's required qualifications and have the present capability to perform the work.

(4) such employees will be subject to interview and assessment

(5) such employees shall serve a probationary period pursuant to Article 29.1(b)

(6) if hired, such employees will retain their seniority. Provided that such employees successfully complete their probationary period, their wage increment step will be ported. Future increment progression will be based on accumulated hours of service with the new Employer.

This Memorandum of Agreement will expire and be extinguished for all purposes on March 30, 2014

MEMORANDUM OF AGREEMENT #20
Re: Consequences of Contracting Out/Re-Tendering By Health Authorities

1. For the purposes of this Memorandum of Agreement, contracting out occurs when employees are laid off as a direct result of their Employer contracting out work presently performed by employees covered by the Collective Agreement and where employees are not re-employed by another employer covered by this Collective Agreement ("Contracting Out").

2. Re-tendering occurs when employees are laid off as a direct result of a Health Authority re-tendering a contract for services previously held by an Employer and when the successful proponent of the contract for services is not a party to the Community Subsector Collective Agreement and where employees are not re-employed by another employer covered by this Collective Agreement ("Re-tendering").

3. Following layoffs due to contracting out or re-tendering, a summary of activity will be generated and a copy provided to the Community Bargaining Association.

~~4~~. The trigger established in this Memorandum of Agreement is established at 500 FTEs based on approximately 9650 FTEs in the Community Subsector as of December 31, 2009. The trigger will increase by 25 FTEs for every incremental increase of 500 FTEs in the number of FTEs in the Community Subsector.

5. In the event that the number of FTEs laid off due to Contracting Out or Re-tendering is within the trigger, laid off employees will be entitled to the following severance pay: one week for every two years of service to a maximum of 10 weeks pay, prorated for regular part time employees.

6. In the event that the FTEs laid off due to contracting out or exceeds the trigger, then any subsequent employees laid off as a result of Employers contracting out or re-tendering will be entitled to the following severance pay: one week of pay for every year of service to a maximum of 20 weeks of pay, prorated for part-time employees.

7. Where a single initiative involves the laying off of employees both within and in excess of the trigger, the most senior employees will be deemed to be those laid off in excess of the trigger.

8. An employee's service shall be calculated on the basis of their continuous employment as a regular status employee. Length of service for a regular employee shall include straight time paid hours as defined by Article 11.1(b) **(Seniority Defined)**. Length of service for a regular part-time employee shall be calculated as follows:

a) Total straight-time hours paid divided by full-time weekly hours, then
b) Weeks of service to be divided by 52 weeks to give years of service for the purpose of the severance pay.

9. No severance is payable where an employee, before or during her recall period, finds another job (for example, by bumping, posting into a vacancy, or by registering as a casual employee) with the same or another health sector employer within the same or another bargaining unit.

10. The severance allowance shall be paid upon the conclusion of the employee's recall period. Alternatively, only in the case of contracting out, it may be paid upon an employee's waiver of rights to recall, in which case it will be payable upon the conclusion of the employee's notice period or waiver of rights, whichever is later.

11. In the case of re-tendering, a displaced employee who has no bumping or vacancy posting options available at their current Employer shall be entitled to apply for registration as a casual employee in any job classifications within a single Collective Agreement Employer of a Health Authority in accordance with the Employment Opportunities Memorandum of Agreement.

12. This Memorandum of Agreement will expire and be extinguished for all purposes on ~~March 30th, 2012~~ **on March 30, 2014.**

MEMORANDUM OF AGREEMENT #23
Re: Seniority

Pursuant to Article 7.4 (Community Health Joint Committee), the HEABC and the CBA agree to meet within 30 days of ratification to plan for standardization of seniority.

The objective of the meetings is to develop a mechanism for implementing a common approach to seniority calculation for casual and regular employees recognizing that different employers and different unions within the CBA calculate seniority differently.

The intention of the parties is to develop a standard approach to the calculation of employee seniority that is cost-neutral to employers.

~~The Article 7.4 (Community Health Joint Committee) group will develop available options October 1, 2010.~~

The parties agree that this matter will be conclusively settled within 120 days of ratification. If not, this matter will be referred to Joan Gordon for Arbitration who will decide the matter based on the principles above.

MEMORANDUM OF AGREEMENT #29

Re: Joint Provincial Health, Safety and Violence Prevention Committee

The parties agree to participate in a provincial committee to discuss and make recommendations for a governance structure for a Joint Provincial Health, Safety and Violence Prevention Committee.

MEMORANDUM OF AGREEMENT #31

Re: Scheduling of Expedited Arbitrations:

1. The expedited arbitration process will be overseen by a representative of each party (the "administrators").

2. The administrators will meet quarterly or more frequently if required.

3. The administrators will establish annual expedited arbitration dates: monthly or more frequently based on need.

4 The dates will be set with arbitrators assigned as per the rotation. If the arbitrator next on the list does not have availability for the next needed arbitration dates, they will be assigned future dates so that where possible the arbitrators generally have an equal amount of dates throughout the year.

5. All referrals to expedited arbitration will be emailed to the administrators to process at their meetings. A copy of the grievance will be sent with the referral to expedited arbitration letter.

6. **The administrators, in setting matters for expedited hearing dates, shall consider the date of the referral, and should attempt to best utilize dates by grouping matters of the same Employer and/or same geographic location together. The administrators shall attempt to give matters of an urgent nature priority in scheduling.**

MEMORANDUM OF AGREEMENT #33

Re: Modified Hours of Work Agreements – Article 15

1. ***Existing Modified Hours of Work Agreements:***
The HEABC and CBA will compile and confirm all existing modified hours of work schedules in effect as of the date of ratification of this agreement. This information will be compiled by (insert date that is 3 months after ratification).

2. ***New Modified Hours of Work Arrangements:***
New modified hours of work arrangements may be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include the details of the agreed schedule.

MEMORANDUM OF AGREEMENT #34

Re: Referrals to Provincial Joint Safety and Health Committee

The parties agree that the following issues will be referred to the Provincial Joint Safety and Health Committee:

- **Memorandum of Agreement #10 Re: Prevention of Musculoskeletal Injuries**
- **Memorandum of Agreement #11 Re: Prevention of Work Related Illnesses, Injuries and Disabilities**
- **Manual Lifting**
- **Communicable Diseases and Parasitic Infestations**

In the event the Committee does not address the above matters during the term of the current Collective Agreement they will be referred back to the parties (CBA and HEABC).

Letter of Agreement
Between
Health Employers' Association of British Columbia (HEABC)
and
the Community Bargaining Association (CBA)

Re: Assignment of Arbitrators

The assignment of arbitrators under Article 9.2 (Assignment of Arbitrator) will be administered by a staff member (the administrator) of HEABC in accordance with the following process:

(1) The administrator will assign them on a rotating basis.

(2) Individual Unions will fax notification of the request for an arbitrator to the administrator with a copy to the Employer and HEABC.

(3) Each request for an arbitrator will be date/time stamped by the administrator on receipt.

(4) Requests will be held in date order for two weeks.

(5) Unless otherwise advised by HEABC and the Union that an arbitrator has been assigned, the administrator will assign an arbitrator. The administrator will assign the arbitrator according to Article 9.2(b) (Assignment of Arbitrator), in rotation, on the following Friday after the two week period in (4) above, from the agreed to list in Article 9.2 (g) (Assignment of Arbitrator).

(6) The administrator will assign a reference number (ARB#) to the case and an arbitrator. Notification will be sent to the Employer, Union representative and HEABC of the appointed arbitrator.

(7) The parties may change the arbitrator only upon mutual agreement. The parties shall notify the arbitrator of their appointment.

Agreement that parking fines will be considered under Article 27.13 (Out-Of-Pocket Expenses) when necessarily requires in the course of client care.