

COMPREHENSIVE REPORT

TO THE MEMBERSHIP OF THE HOSPITAL EMPLOYEES' UNION

*on the
tentative agreement
between the*

Health Services and Support –
Community Subsector Association of Bargaining Agents
and the
Health Employers Association of B.C.



March, 2006

*The Hospital Employees' Union is the
B.C. Health Services Division of the Canadian Union of Public Employees*



Background

Community health tentative agreement includes concrete gains on pay, working conditions

Provincial Executive recommends that members vote “yes” to ratification

THE COMMUNITY HEALTH SUBSECTOR tentative agreement, reached March 26, includes gains on priority issues such as pay increases and employment security and contracting out protections as well as measures to improve health and safety, and pay adjustments and expanded job mobility opportunities for wage-protected employees.

The Hospital Employees' Union Provincial Executive and Provincial Bargaining Committees are recommending that the union's 1,500 members in the community health sector vote yes in ratification votes that will take place throughout the last half of April.

HEU secretary-business manager Judy Darcy says the new community health contract provides important gains for workers including the implementation of the long-delayed pension plan along with solid wage adjustments.

“Community health workers are key to the kind of health reforms that are required to make medicare stronger,” says Darcy.

“This agreement will provide additional stability and security in the sector and provides our members with a measure of recognition for their role on the health care team.”

Wage increases and special adjustments

Wages will increase by five per cent on April 1, 2006. That includes a general wage increase of 1.5 per cent plus a 3.5 per cent market adjustment to narrow the wage differential with the facilities subsector, for a total of five per cent.

This is followed by increases of two per cent April 1, 2007, 2008 and 2009. Compounded, wages will rise by 11.4 per cent over four years.

Licensed Practical Nurses, Schedulers 1 and 2, and Audiometric Technicians 1 and 2 will receive additional targeted adjustments.



Signing bonus

Workers covered by the agreement will also receive one-time signing bonuses of approximately \$4,200, including a \$3,700 early signing bonus and a \$500 lump sum payment for past skills enhancement. All regular full-time, regular part-time and casual workers covered by the contract and employed on March 31, 2006 are eligible for the bonus payments. The combined bonus will be distributed to members based on straight-time hours paid between April 1, 2005 and March 31, 2006 in the following manner:

- \$1.90 per straight-time hour worked for the signing bonus; and
- \$0.25 per straight-time hour worked for past skills enhancement payment.

Don't forget, statutory deductions will be taken off the gross amount.

Severance payouts and enhanced employment opportunities

Enhanced severance provisions are part of the settlement and will act as a disincentive to contracting out and displacements due to the re-tendering of service contracts. There are new regional posting provisions and enhanced employment opportunities for employees – including for those who work for affiliates – if they are impacted by contracting out or displacement.

Gains for wage-protected employees

Community health unions also pressed hard at the bargaining table to improve wages and expand job opportunities for devolved staff, or wage-protected employees, whose compensation was red-circled, and who had very limited career mobility options.

The tentative agreement provides wage increases up to the amount of the 2004 roll back and the subsequent lump-sum payments – in addition to the previously mentioned signing and skills enhancement bonuses – for all wage-protected staff.

In addition, superior benefits remain protected for employees who currently have them.

Headway on home support scheduling, health and safety

Gains in this agreement will improve home support scheduling and significantly reduce the contentious availability requirements for part-time community health workers.

Community health work is among the most dangerous for on the job injuries in B.C. So the unions pushed hard to achieve concrete solutions to make work safer. As a result, there are new commitments from the employer to develop and implement solutions.

Significant improvements for casuals

Casual call-in procedures have been improved significantly, and the punitive ‘three strikes and you’re out’ availability provisions are no longer in force. Meanwhile, other improvements expand benefits available to casuals filling vacancies of six months or more.

Pension plan implemented

Starting April 1, workers in community health will also be covered by a proper pension plan, the Municipal Pension Plan.

Vehicle allowance increased

And the vehicle allowance increases in three stages to \$.50 per km in 2008.

More details, highlights and analysis of the tentative agreement follow:

TERM

The term of the tentative agreement is four years, from April 1, 2006 to March 31, 2010.

COMPENSATION MATTERS

Wages

The tentative agreement provides the following wage increases over the life of the contract:

- April 1, 2006: a general wage increase of 1.5 per cent, plus a 3.5 per cent market adjustment to narrow the wage differential with the facilities subsector for a total of five per cent;
- April 1, 2007: a general wage increase of two per cent;
- April 1, 2008: a general wage increase of two per cent;
- April 1, 2009: a general wage increase of two per cent;

Compounded, wages will increase by 11.4 per cent over four years.

Additional special adjustments

The following classifications will receive additional targeted adjustments:

Licensed Practical Nurse: Community health unions have negotiated increases for LPNs similar to those in the recent settlement for hospitals and long-term care. At the top step, and including all pay increases, LPN rates will increase to \$22.15 per hour April 1, 2006; to \$22.93 per hour April 1, 2007; \$23.74 per hour April 1, 2008; and \$24.75 per hour April 1, 2009.

Schedulers 1 and 2: Effective April 1, 2006, the Scheduler 1 classification will move up one pay grade to grid 9. The Scheduler 2 classification moves up one grade from grid 9 to grid 10.

Audiometric Technicians 1 and 2: Effective April 1, 2006, the Audiometric Technician 1 classification will move up one pay grade to grid 8. The Audiometric Technician 2 classification moves up one grade from grid 9 to grid 10.

Signing bonus and past skills enhancement payment

The tentative agreement includes a \$3,700 early signing bonus and \$500 lump sum payment for “past skills enhancement.” Both are funded from a 2005/2006 government surplus fund of \$1 billion set aside for early contract renewals in the public sector.

All regular full-time, regular part-time and casual workers covered by the contract and employed on March 31, 2006 are eligible for the bonus payments.

The combined bonus will be distributed to members based on straight time hours paid between April 1, 2005 and March 31, 2006 in the following manner:

- \$1.90 per straight-time hour paid for the signing bonus; and
- \$0.25 per straight-time hour paid for past skills enhancement payment;

Full-time work weeks vary in community health, and bonus payments will vary as well:

- full-time 35 hour week: bonus payment will be approx. \$3,913
- full-time 37.5 hour week: approx. \$4,192
- full-time 40 hour week: approx. \$4,472
- part-time or casual 850 hours worked: approx. \$1,827
- part-time or casual 1,425 hours worked: approx. \$3,063

Statutory deductions will be taken off the gross amount. The lump sum payments won't affect your base wage rate.

Members on LTD are eligible for the payments. The union bargaining association has been assured by health employers and the Healthcare Benefit Trust that the LTD plan will not claw back the money. The community health unions are investigating ways to minimize any impact other regulations may have on members receiving the bonuses.

There is also the possibility of an additional bonus payment (the “Fiscal Dividend”) at the end of the contract depending on the size of the government surplus in 2010.

EMPLOYMENT SECURITY PROTECTIONS

In the lead up to bargaining, workers covered by the community health contract made employment security protections a key priority for a new agreement. The goal was to achieve some stability for workers and clients.

This tentative deal delivers expanded employment security protections in four key areas:

- limits or penalties on contracting out and job loss through re-tendering;
- severance, and enhanced severance for exceeding a 700 full-time equivalent cap on job losses;
- expanded employment opportunities for displaced employees; and
- safeguarded bumping provisions, combined with dovetailed seniority rights to expand options available to displaced employees.

New severance provisions act as disincentives to contracting out, displacement due to re-tendered contracts (*New memorandum of understanding*)

For the first time, severance provisions have been negotiated into the community health agreement. Severance is a form of payment that forces employers to compensate employees who are laid off or displaced due to contracting out. Generally speaking, severance is usually based on years of service – so the longer the service of an employee impacted by displacement, the higher the severance payment.

Enhanced severance provisions are also part of the settlement and will act as a disincentive to employers moving to contract out services or lay off workers as a result of re-tendering, once the 700 FTE cap has been reached.

Displaced employees – including those directly employed by health authorities and by affiliate agencies – will be eligible for severance.

Once job losses exceed 700 FTEs, severance payments for workers laid off due to contracting out or displacement will double from one (1) week of pay for every two (2) years of service to one (1) week of pay for every year of service. The maximum payout will also double from 10 to 20 weeks. The amount will be prorated for regular part-time employees.

There is no individual severance pay for job loss resulting from a loss of program funding.

Expanded employment opportunities (*Memorandum of understanding*)

Existing provisions giving employees displaced by contracting out expanded employment opportunities have been improved to include workers displaced as a result of retendering.

Employees of affiliate agencies impacted by retendering who have no options to fill a vacant position with the new employer shall now have the right to register as a casual with the health authority.

An employee displaced through retendering shall port full seniority if they are hired by the new employer and provided that the new employer is covered by this agreement, or if they register to work as a casual with the health authority.

Regional postings (*Article 12.3*)

The second part of expanded employment opportunities for displaced workers is the regional posting process that was first negotiated in 2004. It's been updated and simplified, and now provides displaced staff in contracted services the opportunity to apply for health authority jobs.

Bumping and dovetailed seniority (*New memorandum of agreement*)

Community health unions successfully fought to keep pre-Bill 29 bumping provisions, which set no limits on bumping eligibility. During negotiations health employers had pushed hard to weaken those provisions.

In addition to maintaining bumping language, new opportunities through *dovetailed seniority* are now a formal part of the contract. *Dovetailed seniority* evolved as a result of decisions by the B.C. Labour Relations Board years ago when health authorities were created. *Dovetailed seniority* means that a displaced employee has rights to broader bumping options within their health region, including any job in a defined geographic area within the health authority, regardless of the union that represents that position.

The broad geographic bumping areas are as follows:

Vancouver Coastal Health Authority
South Vancouver Island Health Service Delivery Area
Central and North Vancouver Island Health Service Delivery Areas
Simon Fraser and South Fraser Health Service Delivery Areas
Fraser Valley Health Service Delivery Area
East Kootenay Health Service Delivery Area
Kootenay/Boundary Health Service Delivery Area
Okanagan Health Service Delivery Area
Thompson/Cariboo Health Service Delivery Area
North East Health Service Delivery Area
Northern Interior Health Service Delivery Area
North West Health Service Delivery Area

WAGE-PROTECTED EMPLOYEES

Wage protection and standardization (*New memorandum of understanding*)

Community health unions also pressed hard at the bargaining table to improve wages and expand job opportunities for devolved staff, or wage-protected employees, who were red circled on compensation and who had very limited career mobility options.

The tentative agreement provides the following pay increases and lump-sum payments – in addition to the previously mentioned signing and skills enhancement bonuses – for all wage-protected staff:

- April 1, 2006, a special adjustment increase of approximately 4.21 per cent on wage rates plus a lump sum payment equal to 0.79 per cent paid quarterly until March 31, 2007 (the special adjustment plus the lump sum payment add up to the five per cent achieved as the year one overall increase in the agreement);
- April 1, 2007: a lump sum payment equal to two percent of wages payable quarterly until March 31, 2008;
- April 1, 2008: a further lump sum payment equal to two percent of wages payable quarterly until March 31, 2009;
- April 1, 2009: a general wage increase of two per cent.

In addition, wage-protected employees can now break through job mobility barriers. Starting April 1, 2006, wage-protected staff can now apply for any job with their health authority employer and they will be able to port their protected wage rates, seniority and benefits. There will no longer be financial penalties for these employees who bid into new jobs.

Superior benefits (*New memorandum of understanding wage protection and standardization*)

As a result of the collective bargaining history of the sector, a number of employees have benefit provisions superior to those set in the contract. And in the last several rounds of bargaining, community health unions had to negotiate to maintain those superior benefits.

All employees who currently have superior benefits will continue to do so in the future. New employees will receive benefit provisions established in the agreement.

HOURS OF WORK, SCHEDULING, AND JOB POSTING

Hours of work and scheduling, home support (*Article 15 see page*)

Under current provisions, community health workers with fewer than 30 scheduled hours a week had to be available and on call (without any compensation) for as much as 50 hours during a given week (the “ten-hour window”). The key scheduling gain achieved in this agreement cuts the availability period from 10 hours per day to eight hours at the worker’s option. It’s not a perfect solution, but it is an important step forward for home support staff with less than full-time hours.

In addition, scheduling changes will force employers to schedule an employee’s maximum weekly hours. All reference to shift ranges and minimum hours in Article 15.4(2) have been eliminated.

And new provisions enable employers to establish regular float positions in home support which shall be consecutive hour positions.

Job postings and applications (*Article 12.1(b)*)

In return for gains that will expand benefits for casuals filling vacancies of six months or more, only job vacancies of four months or greater will be posted—a change from the current 60-day provision—and they will be filled according to the existing process set out in Article 12.1.

Float positions (*Article 14, plus new article 12.1(f)*)

With input from the joint union/management committee, the employer may establish regular status float positions.

After hours, home support operations (*Article 14.13*)

Seniority and benefit entitlements will now accrue on straight-time hours that are paid in compensation for after-hours shifts (one straight-time hour compensation for every four hours of after-hours service assignment).

Live-in, overnight shifts (*Article 15.15 and memorandum of understanding 9*)

As of April 1, 2006, live-in shifts shall be compensated at a minimum of 13 hours – an increase from 10 hours in the old agreement. Overnight shifts shall be paid at a minimum of 10 hours, up from eight hours in the former contract. In addition, the two sides agreed to continue discussing and reviewing guidelines for these kinds of shift. The discussions will begin within three months of ratification of the new agreement, with recommendations to follow after a further three months.

Deceased client (*New article 15.6*)

A new provision means employees required to attend to a deceased client will be paid for all hours worked or scheduled for the entire day, whichever is greater.

Home support scheduling, split-shift and reduced-hours positions pilot project (*Memorandum of understanding*)

The agreement includes updated provisions to allow the parties to continue to study and review split-shift and reduced-hours positions on a pilot project basis.

Home support scheduling, fixed-hours positions pilot project (*New memorandum of understanding*)

The tentative contract also includes updated provisions to allow the parties to continue to study and review fixed-hours positions and establish the framework for pilot projects to be created.

HEALTH AND SAFETY

When it comes to on the job injuries in B.C., health care workers are among the most frequently hurt at work.

Unions achieved important gains in this round of bargaining on health and safety issues including all of the key solutions to make our workplaces safer.

Occupational health and safety (*Article 22*)

Changes to Article 22 create strong new language protections, and a commitment from employers that the two sides will “promote processes that provide the most effective ways to safely perform work.” including risk assessments, environmental and ergonomic adjustments, care design/redesign for clients, sufficient staffing, and in-services/team meetings. Employers have pledged to disclose to workers all information in their possession about a client with aggressive behaviour problems.

In addition, local OH&S committee will have jurisdiction to make specific recommendations using resources available from the Occupational Health and Safety Agency for Health Care and the WCB.

Prevention of work-related illnesses, injuries and disabilities (*New memorandum of understanding*)

The new MOA sets out a renewed commitment by employers to work with unions to address work-related illness, injuries and disabilities. It also commits the two sides to work through the Occupational Health and Safety Agency for Healthcare to comprehensively develop solutions to make your work safer.

Occupational Health and Safety Agency for Healthcare (OHSAH) (*Memorandum of agreement*)

Both community health unions and employers have recognized the important contribution made by OHSAH to develop solutions to make our work safer. We’ve agreed to continue to rely on the agency – which is jointly governed by unions, employers and the provincial government – for a variety of health and safety solutions.

CASUALS

Casual employees availability and call-in procedure (*Article 29.2, 29.3*)

The new provisions establish a standard for casual call-ins for the entire sector. At the beginning of every month, casuals will submit a monthly availability schedule.

Casual employees benefits (*Article 29.9*)

Improvements expand the benefits available to casual employees who are filling vacancies of six months or more. This includes the ability to take vacation time off as well as sick leave entitlements while working in the temporary vacancy.

ALLOWANCES

Vehicle allowance (*Article 27.11*)

Call-back (*Article 16.11*)

The allowance paid by the employer for employees using their personal vehicle for employer business will increase from the current amount of \$0.39 per km to \$0.46 per km April 1, 2006. Then, on April 1, 2007, it increases again to \$.48 per km, and finally to \$.50 per km April 1, 2008.

April 1, 2006, the minimum allowance increases from the current \$2 to \$4.

And the employer-reimbursed auto insurance liability amount increases to \$2 million from \$1 million effective April 1, 2006.

Likewise, the minimum vehicle allowance under call-back provisions also increases from the current \$2 to \$4.

PENSION PLAN

Municipal Pension Plan (*Article 24*)

The long wait for a pension plan for employees in community health is finally over!

Starting the first full pay period after April 1, 2006, regular full-time staff will automatically be enrolled. Other employees will be eligible to be part of the plan if they have completed two years of continuous employment with earnings of not less than 35 per cent of what's called the year's maximum pensionable earning (YMPE). The YMPE amount is set by the Canada Pension Plan. For 2005, the YMPE was \$41,100, and for 2004 the amount was \$40,500.

Pension contributions of 6.99 per cent will also be deducted from your paycheque, and employers will contribute a similar amount. For employees already making matching RSP contributions, it will mean a four-percent increase in contributions. This will in part be offset by the combined five per cent wage increase that comes into effect April 1, 2006.

What happens to the previous matching RSP plan that many community health employees had contributed to in the past and had those contributions matched by employers? Essentially, those automatic employee and employer contributions cease as of the commencement of the MPP.

Employees can still contribute to their RSPs based on your annual RSP contribution limits set by the Canada Revenue Agency.

More information about the Municipal Pension Plan is available at: www.pensionsbc.ca – select the Municipal Pension Plan on the main page.

LEAVES

Maternity/parental leave (*Article 21*)

The tentative agreement incorporates considerably expanded maternity and parental leave provisions that are currently federal law. Employees are now entitled to 17 weeks maternity leave without pay (a one week decrease from the old contract provision). But expanded parenting leave opportunities are now available as follows:

- an additional 35 weeks without pay in the case of the birth mother (for a total of 52 weeks leave)
- 37 weeks of parental leave without pay if the employee is not the birth mother.

Compassionate leave (*Article 20.1*)

Re-titled bereavement leave, the existing special leave time off provisions for up to three days has been expanded. Leave under this article is no longer limited to attending a funeral of an immediate family member. This leave may be used to visit a terminally ill family member.

BENEFITS

Long-term disability, early intervention program (*Article 25.6*)

This new initiative provides proactive help for workers on LTD and sick leave and builds on a successful pilot program in the community social services sector. The new contract provisions set out basic principles agreed to by both sides to guide the program which will facilitate the return to work of injured or sick employees in a “safe and timely manner” through individualized rehabilitation plans.

The specifics of the early intervention program in community health will be designed by a joint union/employer committee with a targeted start date of Oct. 1, 2006. The pilot in community social services has produced some sizeable savings and improved health outcomes for injured and sick workers.

1998 to 2000 LTD Plan recipients (*Memorandum of Agreement 13*)

In the 1990s, workers in community health had limited long-term disability protections.

In past rounds of bargaining, community health unions have been able to negotiate provisions to continue LTD payments during the life of the contracts. In

this tentative agreement, the unions have negotiated a special \$1.6 million trust fund to ensure that these workers are provided with LTD benefits until they retire.

Employee and family assistance programs (*Memorandum of understanding 16*)

The union bargaining association and HEABC agreed to establish a joint committee to look at the possibility of establishing an Employee and Family Assistance Program (EFAP) for the community health subsector.

Joint benefits review committee (*New memorandum of understanding*)

Throughout negotiations the employer sought to discuss ways of dealing with the rising cost of benefits resulting from a number of factors including measures implemented by the provincial government like the massive increase in medical premiums, delisting of medical services and cuts in the provincial Pharmacare program.

As a result there is a provision for a joint benefits review committee that will be established in 2006 to review benefit plans and options to address costs.

Unions and the employer will have equal representation, and changes can only be implemented by mutual agreement between HEABC and the multi-union Community Health Bargaining Association.

MISCELLANEOUS

New Certifications (*Memorandum of agreement 4*)

Changes here reflect the amount of money available to bring up to collective agreement standards the pay, benefits and working conditions of unorganized workers in community health who join a union during the life of the contract. The overall figure is \$2 million divided into yearly amounts of \$500,000.

Local discussions regarding human resource staffing strategies (*Letter of understanding*)

A previous letter of understanding on nursing shortage solutions has been updated and expanded to allow the union and the employer to develop human resource strategies to address work performed by registered nurses and/or paramedical professionals that could be performed by community health employees.

HOUSEKEEPING ISSUES

Article 2.10, Time Off for Union Business

Article 4, Checkoff and Union Dues

Article 8.13, Grievance investigators

Article 9.2, Arbitration, assignment of arbitrator

Article 9.8, Arbitration, expedited arbitration

Article 12.7, Notice of successful applicant

Article 13.6, Layoff notice

Article 13.7, Retention of seniority
Article 18.1, Vacation entitlement
Memorandum of Agreement 7, Home support agencies service reductions
Memorandum of Agreement 8, Implementation of Article 15 for newly certified employers
Memorandum of Agreement 10, Healthcare Labour Adjustment Agency Funding
Memorandum of Agreement 14, Suspension of Drivers' Licenses
Memorandum of Agreement 17, Re Article 15 Sub-Committee
Memorandum of Agreement 18, Wage Status of CHW's Paid CHWII Rate
Memorandum of Agreement X, Re: 6,000 Hour Home Support Workers
Information Appendix 1, Summary of HBT Trust coverage
Information Appendix X, Labour Relations Code Section 54, and Health and Social Services Delivery Improvement Act
Appendix 4, Policy dispute/resolution process
Appendix 6, Long-Term Disability Insurance
Clarification on casual employees adding dependents

Specific language changes to the collective agreement are outlined in the following section. Deletions are noted by strikethroughs and new language additions are underlined. For longer sections containing entirely new language, that fact is noted and the new language is not underlined to make it easier to read the change(s). This is also the case for newly-negotiated memoranda which follow at the end of this document.

April 10, 2006

ARTICLE 4 Checkoff and Union Dues

Revise Article 4 (d) and (f) as follows:

(d) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:

- Employee surname and first name
- Employee Number, if applicable
- Home Worksite
- Collective Agreement Employer
- Job classification
- Sex
- Gross pay
- Dues amount deducted

(f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. ~~In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.~~

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this Article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than thirty (30) calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

ARTICLE 8, Article 8.13 Grievances 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,

- ~~Stephen Kelleher, QC~~
- ~~Heather Laing~~
- Judi Korbin
- Vincent L. Ready
- Bob Pেকেles
- Chris Sullivan
- Joan Gordon
- Colin Taylor, QC
- Dalton Larson
- Paula Butler

ARTICLE 9, Article 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 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.

List of named arbitrators:

- Donald Munroe, QC
- Joan Gordon
- ~~Stephen Kelleher, QC~~
- Judi Korbin
- Vincent L. Ready
- Allan Hope, QC
- Stan Lanyon
- ~~Heather Laing~~

Article 9.8(l) , Expedited Arbitration

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.

- ~~Stephen Kelleher, QC~~
- Joan Gordon
- ~~Heather Laing~~
- Stan Lanyon
- David McPhillip
- Chris Sullivan
- Donald Munroe, QC
- Judi Korbin
- Vincent L. Ready
- Joan McEwen
- Bob Pekeles

ARTICLE 12, Article 12.1 –Job Postings and Applications12.1(b) Job Postings and Applications

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited the following shall apply:

(a)If the vacancy or new job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.

(b)Notwithstanding (a) above if the vacancy is a temporary one of less than ~~sixty (60) days~~ four (4) 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 in such positions, consistent with the requirements of Article 12.89. 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.

(c)Regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four (4) occasions in one (1) calendar year unless the Union and the Employer otherwise agree.

12.1(e) Community Health Workers

Make consequential amendments as required.

12.1(f) Float Positions – Article 14

The Employer may establish at any time regular status float positions under Article 14, as it may be operationally more efficient and cost effective to utilize regular float positions for relief work. Further, this matter may be discussed at any time by the Union/Management Committee which shall consider in its deliberations factors such as utilization of casual employees.

Where the Employer establishes float positions, they will be posted in accordance with Article 12.1. Float pool employees are entitled to all the provisions of this Agreement except Article 14.3 (a), (b), (c), (d), and (f). In addition, they shall not be entitled to access work under Article 12.1(b) and Article 29 at times when they are otherwise regularly scheduled to work.

A float pool employee may be required to work at more than one work site of the Employer. Where no work is available, employees in float positions shall be utilized productively.

Article 12.3, Employment Security and Labour Force Adjustment Requirements Job Posting Process and Regional Postings

Article 12.3 is revised as follows:

a) Regular on-going vacancies will be filled as set out below:

~~Regular employees in the bargaining unit of that Employer and casual employees with more than two thousand, four hundred (2,400) hours' seniority in the bargaining unit of the Employer who have indicated in writing a desire for regular work. The vacancy will be filled in accordance with the criteria in Article 12;~~

- ~~1) Displaced qualified regular employees within Community Health Council, Regional Health Board or Community Health Services Society where the vacancy exists, who have been identified by the Labour Adjustment Agency on the basis of seniority;~~
- ~~2) Qualified regular employees from within the region who have been identified in accordance with the reduction procedures set out in Article 13, on the basis of seniority;~~
- ~~3) Other qualified employees who are identified by the Labour Adjustment Program on the basis of seniority;~~
- ~~4) Bargaining unit members at that Employer who are casual employees, according to the criteria in the Definition Section of the Collective Agreement;~~
- ~~5) Employees in the Community Health Councils, Regional Health Boards or Community Health Service Societies in accordance with Article 12. Such applicants shall port their service and seniority;~~
- ~~6) External candidates, including displaced non-contract personnel.~~

Step #1 (All Employers): A regular on-going vacancy is to be posted at the Collective Agreement Employer where the vacancy originates. All employees of that Employer in the Community Subsector, including laid off and displaced employees, are entitled to apply on the vacancy and be considered pursuant to the provisions of Article 12.9. There is no requirement for "automatic" consideration of displaced or laid off employees.

Step #2 (Health Authority Amalgamated Employers only): If the position is not filled through Step #1 above, it is an unfilled vacancy and is available to displaced employees throughout the Dovetailed Seniority List Area as per BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area ("DSLAs") means the geographic area in which a single Dovetailed Seniority List applies, as identified in BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area for a particular geographic area may be subject to change. The selection decision of the Employer will be made in accordance with Article 12.9.

Step #3 (Health Authority Amalgamated Employers only): If the position is still not filled through Step #1 and Step #2 above, laid off employees throughout the DSLA are recalled to the vacancy as per BCLRB Decision No. B274/2002.

Step #4 (All Employers): If the vacancy is unfilled after Step #3 above, the following Regional Posting process will apply:

- 1) Employees of the Authority within the DSLA and displaced employees of Affiliates receive priority prior to external recruitment.
- 2) Employees of the Authority within the DSLA and displaced employees of Affiliates receive equal priority.
- 3) Displaced employees of Affiliates have a priority with the appropriate DSLA of the Authority and displaced employees of the DSLA of the Authority have a priority with the appropriate Affiliate, but there is no Affiliate to Affiliate priority and no non-displaced employee priority from either the DSLA of the Authority to an Affiliate or from an Affiliate to the DSLA of the Authority.
- 4) Employers within the Provincial Health Services Authority are not covered by this provision.
- 5) Selection decisions will be made in accordance with Article 12.9 – Selection Criteria and successful applicants will port their service and seniority.
- 6) The onus is on employees with a priority to apply, not for the Employer to seek out those with a priority.
- 7) Employers are working toward the goal of an on-line posting process. In the interim, until that goal is achieved, Authorities/Affiliates will facilitate regional postings by forwarding between the appropriate Authority/Affiliate information allowing for display on notice boards of a simple listing of positions which have reached the regional posting stage.
- 8) Implementation of the regional posting process will not result in “reposting”/ “second posting“ of positions, “holding of vacancies” for any period of time or an extension to the length of the posting period.

Placements under Steps 2, 3, and 4 as set out above would not normally result in a promotion. However, the Parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of Article 12 shall apply.

Positions funded for specific projects, i.e., grant funded, capital projects, etc., will be posted pursuant to the Collective Agreement and ESLA.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the Collective Agreement.

Group 1 – Amalgamated Employer

Regular on-going vacancy occurs in an Amalgamated (Health Authority) Employer Site.



Post vacancy in that Employer Site. All community employees, including displaced and laid off employees can apply and are considered pursuant to Article 12.9.

Employer Site Posting



If No Successful Candidate



Consider displaced employees of Amalgamated Employers in the DSLA who have expressed an interest in the "unfilled vacancy".

Unfilled Vacancy



If No Successful Candidate



Recall laid off employees of Amalgamated Employers in the DSLA.

Recall



If No Successful Candidate



Forward to all other Employer Sites in the DSLA, information allowing for display on notice boards, a listing of positions not filled as per the above. Employees of Amalgamated Employers in the DSLA and displaced employees of Affiliated Employers have priority over external candidates for these positions.

Regional Posting



If No Successful Candidate



External candidate.

External Search

The posting process steps may occur simultaneously. The employer may implement electronic job posting and employee application for job posting in place of or in conjunction with paper posting.

Group 2 - Affiliated Employer

Regular on-going vacancy occurs in an Affiliated Employer Site.



Post vacancy in that Employer Site. All community employees, including displaced and laid off employees can apply and are considered pursuant to Article 12.9.

Employer Site Posting

If No Successful Candidate



Forward to the Health Authority, information allowing for display on notice boards, a listing of positions not filled as per the above. Displaced employees of Amalgamated Employers in the DSLA and employees from the Affiliated Employer's site have priority over external candidates for these positions.

Regional Posting

If No Successful Candidate



External candidate.

External Search

The posting process steps may occur simultaneously. The employer may implement electronic job posting and employee application for job posting in place of or in conjunction with paper posting.

Article 12.7 Notice of Successful Applicant

- (a) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy, or new job was posted. The Employer shall also advise whether the successful candidate is an external hire.

ARTICLE 13, Article 13.5 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 (3%) 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 (5) working days of receipt of the Employer's current seniority list.

Article 13.6 Layoff Notice

(a) The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (1) an employee who has not completed the probation period - two (2) weeks' notice;
- (2) an employee who has completed the probationary period - four (4) weeks' notice;
- (3) three (3) or more years' seniority - one (1) additional week per year to a maximum of eight (8) weeks.

Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire, or flood.

(b) In the event that the Employer is unable to schedule a regular Community Health Worker on an ongoing basis to five (5) hours below her weekly maximum under Article 15.4(a)(3), the Employer may displace the employee.

(c) Upon request, an employee classified as a regular Community Health Worker shall be entitled to notice equivalent to that set out in (a) above in the event that there are no hours available for assignment to five (5) hours below her weekly maximum for a period of four (4) consecutive weeks.

Article 13.7 Retention of Seniority

(a) to (b) Maintain current language

(c) During a laid off employee's recall period, he/she shall be entitled to register for casual work for the duration of the recall period. Registration shall be in accordance with Article 29. Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

ARTICLE 14, Article 14.13 – After Hours – Home Support Operations

"*After hours services*" shifts are defined as those shifts during which intermittent administration, supervision, and coordination of home support services, after regular hours of operation, are being provided to ensure that the needs of clients and field staff emergencies are met.

Employees assigned to after hours service shifts shall be compensated on the basis of one (1) hour of straight-time pay for each four (4) hours of after hours services assignment. Seniority and benefits will accrue on the straight-time hours paid until the employee has accumulated them up to a maximum of the annual full time equivalent per year.

Employees currently receiving a superior entitlement shall continue to receive the entitlement.

ARTICLE 15, Hours of Work and Scheduling – Community Home Support Workers

15.1 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

15.2 Hours

Except for live-ins and overnights, the hours of work shall be an average of eight (8) hours per day, exclusive of an unpaid meal period or an average of forty (40) hours per week. Employees shall not be required to work more than six (6) consecutive days without receiving two (2) consecutive days off work.

15.3 Shift Schedules

(a) [Transition - current language remains in effect until the implementation of the following provisions]

~~Scheduled hours shall be confined to a ten (10) consecutive hour period, except those doing live-in or overnight shifts. The ten (10) consecutive hour period shall not vary from day to day except where the Employer and the employee otherwise agree. The ten (10) consecutive hour period may also be changed in accordance with Article 12.2.~~

Effective no later than the start of the second pay period in September, 2006:

Scheduled hours shall be confined to either a ten (10) or an eight (8) 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.

The consecutive hour period for those employees with posted maximum weekly hours of over thirty (30) up to and including forty (40) shall be ten (10) consecutive hours.

The consecutive hour period for those employees with posted maximum weekly hours of thirty (30) or less shall be eight (8) consecutive hours, unless the employee chooses, in writing, to be governed by a ten (10) consecutive hour period. If an employee chooses to be governed by a ten (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.

(b) Notwithstanding 15.3(a), the Parties recognize an individual client may require service in excess of eight (8) hours. Employees shall have the option of accepting such assignments to a maximum of twelve (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 (2) weeks' written notice.

(c) 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).
- (2) The Employer shall post regular positions specifying the days of work, ~~ten (10) hour~~ the period of availability and the maximum weekly hours. ~~weekly range of hours. The difference between the maximum and minimum posted weekly hours shall be five (5) hours.~~
- (3) If a regular employee is below the maximum hours ~~in the range of their~~ of her position the Employer shall, as soon as 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 (7) days, from junior regular employees, in reverse order of seniority.
- (4) If a regular employee is below the minimum hours in the range of their position the Employer shall continue to assign hours in the following sequence:
 - (i) from new hours;
 - (ii) ~~from hours assigned to casuals in reverse order of seniority.~~

However, within no longer than seven (7) days, the Employer shall assign hours that can be accommodated considering the employee's existing assignments from junior regular employees, in reverse order of seniority.

~~(5) Even where an employee has been assigned hours at or above the minimum hours in the range of her position, the Employer shall continue to assign available hours to her consistent with the provisions of (3) above.~~

(6) Assignment of Unassigned Hours to Regular Employees

Regular employees who wish to be assigned hours above the maximum of their maximum ~~of their range~~ may register under Article 29.3 (e) 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 (e) and (g). Where such hours are assigned they may be reassigned to other regular employees eligible for such hours pursuant to Article 15.4 (a) (3) ~~or (4)~~.

The provisions of Articles 29.1(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 ~~for a delegated task/task II~~ in order to access a particular assignment for which she is otherwise eligible pursuant to Article 15.4(a)(3) or (4), such training shall be provided to the employee as soon as reasonably practicable.

(c) Where an employee classified as an CHWII is eligible to be assigned hours under Article 15.4(a)(3) ~~or (4)~~ above and where no such hours are available, the employee may opt to receive CHWI hours or to work reduced hours. ~~Where the employee chooses to accept CHWI hours, the Employer shall maintain the CHWII rate of pay for a period not to exceed two (2) weeks.~~ Whichever option the employee elects, the employee shall remain entitled to CHWII hours in accordance with Article 15.4(a)(3) ~~and (4)~~ 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 (3) consecutive months or more. Ongoing hours that have not been assigned to a regular employee pursuant to 15.4(a)(3) or (4) 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 (5) hour increments, the Employer shall first:

(1) offer, by seniority, to increase the weekly ~~range of maximum~~ hours of existing regular positions, subject to Article 15.4(a)1. The Employer shall canvass employees whose days of work and ~~ten (10) hour~~ 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 ~~range of maximum~~ weekly hours; then,

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

(e) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where ~~fifteen (15)~~ twenty (20) or more such hours can be scheduled within the following parameters:

- (1) up to five (5) consecutive days of work; and
- (2) definable ~~ten (10) hour~~ period of availability;
- (3) geographic location.

(f) Regular employees may refuse hours only if the hours are in excess of their maximum weekly ~~range of~~ hours, subject to Article 15.4(d) or outside their ~~(10) hour~~ period of availability referred to in Article 15.4(a)(2).

(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 fifteen (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 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.

15.6 Minimum Hours

(d) If an employee is required to attend to a deceased client she shall be paid for all hours worked in accordance with the Collective Agreement. An employee shall not suffer loss of pay for assignments that are re-assigned due to the employee being required to attend to a deceased client. The employee will be paid the greater of the hours worked or the hours scheduled for that day.

15.9 Leaves 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 twelve (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 ~~in~~ with the same weekly ~~range of~~ maximum hours, period of availability and days of work they were in prior to their leave of absence.

15.14 Live-in and Overnight Shifts

(a) Compensation

Live-in shifts shall be paid at a minimum of ~~ten (10)~~ thirteen (13) hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two (2) consecutive days off after five (5) consecutive days worked in one (1) week.

Overnight shifts shall be paid at a minimum of ~~eight (8)~~ ten (10) hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two (2) consecutive days off after five (5) consecutive days worked in one (1) week.

15.15 Float Positions

The Employer may establish regular float positions which are consecutive hour shifts.

ARTICLE 16.11 Call-Back

Employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is great.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer’s place of business and return or, if the employee normally drives his/her automobile to work the allowance in Article ~~27.12~~ 27.11 from the employee’s home to the Employer’s place of business and return. The minimum allowance shall be ~~two~~ four dollars (\$~~2~~ 4.00).

ARTICLE 18, Article 18.1 Annual Vacation Entitlement

All employees shall be credited for and granted vacations earned up to July 1st of each year, on the following basis:

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st. New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months’ service based on the total completed calendar months employed to July 1st.
- (b) Employees with one (1) or more years of continuous service shall ~~have earned~~ earn the following vacation with pay:
 - 1 to 4 years of continuous service... 15 work days of vacation based on six percent (6%) of straight-time pay;
 - 5 to 9 years of continuous service...20 work days of vacation based on eight percent (8%) of straight-time pay;
 - 10 to 14 years of continuous service 25 work days of vacation based on ten percent (10%) of straight-time pay;
 - 15 to 19 years of continuous service 30 work days of vacation based on twelve percent (12%) of straight-time pay;
 - 20 or more years of continuous service 35 work days of vacation based on fourteen percent (14%) of straight-time pay;

This provision applies when the qualifying date occurs before July 1st in each year. No current employee will have his/her vacation reduced as a result of implementation of this provision.

- (c) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee’s total straight-time paid wages during the accrual year (July 1 to June 30).
- (d) Except where the Employer's current practice provides for employees to access annual vacation in excess of earned credits or where the Employer agrees to adopt such a practice under this Agreement, employees shall not be entitled to access annual vacation in excess of earned credits.

ARTICLE 20, Article 20.1 Compassionate 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 Such leave shall not exceed three (3) working days.

2. Make consequential amendments to the Collective Agreement to reflect the change in wording from "compassionate" to "bereavement".

ARTICLE 21, Maternity, Parental and Adoption Leave

21.1 Maternity Leave

(a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of ~~eighteen (18)~~ seventeen (17) consecutive weeks or a shorter period requested by the employee.

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to ~~twelve (12)~~ thirty-seven (37) consecutive weeks (or thirty-five (35) consecutive weeks in the case of a birth mother who takes leave under Article 21.1) without pay ~~or a shorter period the employee requests.~~

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the ~~twelve (12)~~ thirty-seven (37) weeks' (or thirty-five (35) weeks in the case of a birth mother who has taken leave under Article 21.1) parental leave between them.

(c) An employee shall give four (4) weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.1(b). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

(d) Parental leave shall commence:

(1) in the case of a mother, immediately following the end of the maternity leave taken under Article 21.1, unless the Employer and the employee agree otherwise;

(2) in the case of the "other parent" following the birth of the child and within the fifty-two (52) week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition no. 9;

(3) in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.

(e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 21.1 and Article 21.2 is limited to ~~thirty-two (32)~~ fifty-two (52) weeks plus any additional entitlements provided under Article 21.1(f) and/or Article 21.2(e) preceding.

ARTICLE 22, Occupational Health and Safety

22.1 Statutory Compliance

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

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.3 Occupational Health and Safety Committee

(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 inservices/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 (eg. from OHSAA, WCB).

22.4 Aggressive Behaviour

(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.

Article 24 – ~~Group RRSP~~ Municipal Pension Plan

Effective the start of the first full pay period after April 1, 2006, the current Article 24 – Group RRSP, Appendix 5, and all other pension plans will be deleted and replaced with the following:

~~Employees who have completed their probationary period may opt into the Group RRSP as described in Appendix 5.~~

~~Employers which do not have an RRSP, and implement one as a result of this Collective Agreement, will select a fund manager mutually agreed to by the Employer and the Union.~~

~~Existing Employers which opt to change the current fund manager of their RRSP will select a new fund manager for the Plan with the mutual agreement of the Union, provided that this does not result in any additional cost to the Employer.~~

~~Only a single fund manager for the RRSP will be utilized by an Employer at any one time.~~

~~The Parties agree that the Union/Management Committee shall discuss, on an annual basis, any issues relating to the administration and performance of the Group RRSP.~~

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

Following the implementation date:

- a. newly hired regular 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 regular Community Health Workers to positions with a posted range of weekly 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.

Any new regular 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 Act* and the Municipal Pension Plan Rules. The Rules currently provide that a person who has completed two (2) years of continuous employment with earnings from an Employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan. This Rule will not apply when an eligible employee gives a written waiver to the Employer.

ARTICLE 25.6, Long Term Disability

(a) The Employer shall provide a long term disability insurance plan. An early intervention program will be implemented in accordance with Memorandum of Agreement X – Early Intervention Program.

ARTICLE 27.2 AND WAGE SCHEDULE

Revise Article 27.2 – Compensation, as follows:

(a) General Wage Increases

- 1) April 1, 2006 – Effective the first pay period after April 1, 2006, add a general wage increase of one and one-half percent (1.5%).
- 2) April 1, 2007 – Effective the first pay period after April 1, 2007, add a general wage increase of two percent (2.0%).

- 3) April 1, 2008 – Effective the first pay period after April 1, 2008, add a general wage increase of two percent (2.0%).
- 4) April 1, 2009 – Effective the first pay period after April 1, 2009, add a general wage increase of two percent (2.0%).
 - (i) ~~April 1, 2001 – Two percent (2.0%).~~
 - (ii) ~~April 1, 2002 – Two percent (2.0%).~~
 - (iii) ~~April 1, 2003 – the greater of one point five percent (1.5%), or an adjustment equal to 1% of the wage rate for each 1% increase in the Consumer Price Index for the twelve (12) month period preceding the date of the adjustment (i.e., February 2002 to February 2003) shall be added to and form part of the wage rates. The adjustment shall be prorated for increases in the Consumer Price Index of less than 1%.~~

~~Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the Parties shall negotiate an alternative formula. If agreement is not reached, the Parties shall request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.~~

~~In the event Statistics Canada does not issue the Consumer Price Index before the applicable adjustment date, any adjustment required will be made retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.~~

~~“Consumer Price Index” means the Consumer Price Index – British Columbia – all items (1992=100).~~

~~“Consumer Price Index Base” means the Consumer Price Index for the month previous to the relevant calculated period.~~

(b) Special Adjustments

Effective the first pay period after April 1, 2006, and concurrently with the granting of the general wage increase, add a special adjustment of three and one-half percent (3.5%) to narrow the wage differential with the Facilities Subsector.

Effective the first pay period after April 1, 2006, match the Scheduler 1 benchmark to grid 9 and the Scheduler 2 benchmark to grid 10.

Effective the later of either the first pay period after April 1, 2006 or the first pay period after resolution of the benchmark revisions, match the Audiometric Technician 1 benchmark to grid 8 and the Audiometric Technician 2 benchmark to grid 10.

Effective the later of either the first pay period after April 1, 2006 or the first pay period after resolution of the benchmark revisions to reflect full scope of LPN duties, add a special adjustment to place the Practical Nursing Care Worker classification on a benchmark-specific grid level with a top step of \$22.15 per hour and another three steps below the top step to be determined based on current differentials in grid 10. This benchmark-specific grid level will be included in Schedule B (Wage Schedule) but will not be available for any other purpose and will not be referred to by either party in any other matter.

Effective the later of either the first pay period after April 1, 2007 or the first pay period after resolution of the benchmark revisions to reflect full scope of LPN duties, add a special adjustment to place the Practical Nursing Care Worker classification on a benchmark-specific grid level with a top step of \$22.93 per hour and another three steps below the top step to be determined based on differentials established above. This benchmark-specific grid level will be included in Schedule B (Wage Schedule) but will not be available for any other purpose and will not be referred to by either party in any other matter.

Effective the later of either the first pay period after April 1, 2008 or the first pay period after resolution of the benchmark revisions to reflect full scope of LPN duties, add a special adjustment to place the Practical Nursing Care Worker classification on a benchmark-specific grid level with a top step of \$23.74 per hour and another three steps below the top step to be determined based on differentials established above. This benchmark-specific grid level will be included in Schedule B (Wage Schedule) but will not be available for any other purpose and will not be referred to by either party in any other matter.

Effective the later of either the first pay period after April 1, 2009 or the first pay period after resolution of the benchmark revisions to reflect full scope of LPN duties, add a special adjustment to place the Practical Nursing Care Worker classification on a benchmark-specific grid level with a top step of \$24.75 per hour and another three steps below the top step to be determined based on differentials established above. This benchmark-specific grid level will be included in Schedule B (Wage Schedule) but will not be available for any other purpose and will not be referred to by either party in any other matter.

These adjustments will have no impact whatsoever on the classification system.

(c) The term of the Collective Agreement shall be April 1, 2006 to March 31, 2010.

Article 27.11 – Vehicle Allowance

(a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-six cents (\$0.46) per kilometre ~~thirty-nine cents (\$0.39) per kilometre~~, effective April 1, 2006. Effective April 1, 2007, the allowance will be forty-eight cents (\$0.48) per kilometre. Effective April 1, 2008, the allowance will be fifty cents (\$0.50) per kilometre. The minimum allowance shall be four ~~two~~ dollars (\$4~~2~~.00).

(b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

(c) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and at least ~~one~~ two million dollars (\$2,000,000) Third Party Legal Liability.

(d) Employees shall receive an advance equivalent to the difference between the coverage required by the Employer in (c) with four (4) years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); ~~one~~ two million dollars (\$2,000,000) Third Party Legal Liability; four (4) years' safe driver discount, upon proof of insurance as required by the Employer.

(e) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.

ARTICLE 28, Article 28.5 Sick Leave Deductions

Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off. An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Article 28.6 Medical/Dental Appointments

~~An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.~~

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

ARTICLE 29, Casual Employees

29.2 Casual Availability ~~Call-in Procedure – Home Support Workers – Community Health Workers~~

(a) Letter of Appointment

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.

(b) General Availability

The commitment to general availability specified by the casual employee shall 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. 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.

(c) ~~Short Term Availability~~ Unavailability

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (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 (3) 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.

~~(The following paragraph shall be effective September 1, 2001 for casual employees on staff as of the date of ratification)~~

During June, July, and August, a casual employee's monthly availability shall not be inconsistent with her letter of appointment, apart from approved periods of unavailability. Approved periods of unavailability shall not exceed five (5) 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 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) Non Availability for Work

Casual employees who repeatedly may refuse assignments on days or shifts which they have stated they are available ~~three (3) times in any six (6) month period~~ may be required by the Employer to ~~On the fourth refusal, the casual employee may be removed from the casual list unless the employee can demonstrate that the refusals were for valid reasons and to provide strategies to address their unavailability.~~

~~(e) Casual employees shall be called in to work in the order of their seniority, subject to ability to meet specific client needs, skills, experience and geographic location, and provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification for which the employee meets the requirements of the job based on the factors in Article 12.9.~~

~~(f) A casual employee may only become a regular employee by successfully bidding into a regular position pursuant to Article 12. Upon completion of an assignment a casual employee shall revert to the casual list.~~

~~(g) The manner in which casual employees shall be called to work shall be as follows:~~

~~(1)(i) The Employer shall call by telephone only those casual employees who are registered in the classification applicable to the work required to be done at a number provided by the employee. The Employer shall call employees in order as provided under Article 29.3(e) above. Only one (1) call need be made to any one (1) casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.~~

~~(ii) Notwithstanding (i) above, the Employer may require casual employees to contact the Employer's voice mail system once per day in accordance with Article 15.4(k). Where the Employer leaves a message for a casual employee on the voice mail system regarding an assignment, the Employer may not make further calls under Article 29.3(e) unless the employee declines the assignment or does not provide the Employer with a response before the designated time for response on the next day.~~

~~(iii) By mutual written agreement between the Employer and the Union designate, an employee may be contacted by alternate means of communication. Where the Employer and Union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond to call.~~

~~(2) Upon request, the Employer shall provide the Union with the schedule worked by casual employees specifying daily hours, the specific client service times and type of assignment (i.e., CHWI or CHWI).~~

~~(3) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next employee registered in that job classification in accordance with Article 29.3(e) above and so on until a casual employee is found who is ready, willing and able to work.~~

29.3 Call-in Procedure

Effective two (2) months following the date of ratification of this Agreement for those Employers not already subject to Article 29.2 as of that date:

(a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Article 12.9. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.

Note: The Parties concur that the application of departments in some Employers may not be practical. Employers will establish departments in good faith based on operational needs and not to circumvent the spirit of this clause.

Casual employees scheduled in accordance with Article 15 shall be called in to work in the order of their seniority, subject to ability to meet specific client needs, skills, experience and geographic location, and provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification for which the employee meets the requirements of the job based on the factors in Article 12.9.

(b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within ~~sixty (60) days~~, four (4) months that position shall be posted and filled pursuant to the provisions of Article 12.1(a).

(c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12. Upon completion of an assignment a casual employee shall revert to the casual list.

(d) The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

(2) (i) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one (1) call need be made to any one (1) casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.

(ii) Notwithstanding (i) above, the Employer may require casual employees scheduled in accordance with Article 15 to contact the Employer's voice mail system once per day in accordance with Article 15.4(k). Where the Employer leaves a message for a casual employee on the voice mail system regarding an assignment, the Employer may not make further calls under Article 29.3(e) 29.2(a) unless the employee declines the assignment or does not provide the Employer with a response before the designated time for response on the next day.

(iii) By mutual written agreement between the Employer and the Union designate, an employee may be contacted by alternate means of communication. Where the Employer and the Union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond to call.

(3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies. This clause does not apply to casual employees scheduled in accordance with Article 15.

(4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

(5) Upon request, the Employer shall provide the Union with the schedule worked by casual employees scheduled in accordance with Article 15 specifying daily hours, the specific client service times and type of assignment (i.e., CHWI or CHWII)

29.9 Casual Employee ~~Health and Welfare~~ Benefits

(b) Where a job posting is filled by a casual employee under Article 29.2(b) and the casual employee occupies the position for six (6) months or more, he/she will be entitled to the following benefits:

(1) reimbursement for monthly benefit premiums paid by the employee for medical, dental, and extended health pursuant to paragraph (a) above for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

Article 25.1 – BC Medical Plan

Article 25.2 – Dental Plan

Article 25.3 – Extended Health Plan

(2) the ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 6% vacation benefit is not to be paid out on every pay day but accrued instead;

(3) upon commencement in the appointment the employee shall accrue sick leave in accordance with Article 28 – Sick Leave and be entitled to take such accrued sick leave in accordance with Article 28.3 – Sick Leave Pay while working in the temporary vacancy.

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position; or
- (ii) the casual employee is no longer working in the posted position.

29.10

An Employer may remove a casual employee from the casual list if they are unavailable ~~within~~ for a six (6) month period.

ARTICLE 30.9, Tax Forms

In accordance with the Income Tax Act, appropriate forms will be issued concerning compensation and allowances.

ARTICLE 32, Article 32.1 Duration

(a) This Agreement shall be binding and shall remain in effect until midnight March 31, 2010.

(b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect one (1) week following the date of ratification.

Article 32.2 Change in Agreement

(a) Any change deemed necessary in this Agreement may be made in mutual agreement at anytime during the life of this Agreement.

(b) The Parties agree to allow individual Employers and the representative designated by the Union for this purpose to enter into voluntary local discussions to amend the provision of the CSA. Any such agreement to amend the terms of the CSA must be approved and signed by the Community Bargaining Association and HEABC prior to it becoming effective.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Home Support Scheduling – Fixed Hour Positions – Pilot Projects

~~The Article 15 Sub-Committee established under Memorandum of Agreement #17 of the 2001 to 2006 Community Subsector Collective Agreement has agreed to recommend to the Parties the terms contained in this Memorandum of Agreement.~~ This Memorandum of Agreement outlines the jointly recommended terms of pilot projects relating to fixed hours positions that may be established under Article 15 of the Collective Agreement. These pilot projects will be governed by the following terms:

1. Such pilot projects may be established at the Employer’s discretion.
2. If established, the Employer has the discretion to determine the staffing complement of the pilot. It is understood that one size does not fit all projects – what works in one pilot project may not necessarily work in another.
3. Employers establishing a pilot project are to provide register a description of the pilot to the Union ~~with the Article 15 Committee~~ and, if agreed upon, then the designated staff representative of the Union bargaining agents will sign a this Memorandum of Agreement in relation to the pilot project. A copy of the signed Memorandum of Agreement will be copied to the HEABC and the Community

Bargaining Association. Where amendments to this Memorandum of Agreement or the Collective Agreement are sought, prior approval of the amendments shall be secured from the HEABC and the Community Bargaining Association.

4. The Memorandum of Agreement will be without prejudice/precedent and will apply only to that particular project.
5. Pre-existing pilot projects will continue in effect on the terms agreed upon at the local level and are not subject to this Agreement. The parties will canvass their members in an effort to identify such projects for information purposes only.
6. A pilot project may be rescinded by the Employer upon 30 days' notice, or such longer period as required by the employer to ensure a smooth transition. In the event that a pilot is rescinded, displacement notices are not required as the affected employees will revert to their former positions, or status if casual (subject to the exception below in point 14).
7. The Community Subsector Collective Agreement, including Article 15, will continue to apply in full, except as varied by the parties for the purpose of each pilot.
8. The Employer will post required positions and qualifications (assuming different qualifications are required). Any issues related to job posting requirements and selection decisions may be referred by either party only to binding Investigator/Troubleshooter (reference Article 8.13). The Parties agree to refer these matters to either Judi Korbin or Robert Pekeles, or a substitute agreed to by the Parties.
9. For full-time employees, the parties confirm that pay and benefits will continue to be measured against a 40 hour week.
10. Hours/clients in the pilot are not subject to re-assignment to employees outside of the pilot.
11. Conversely, if there are insufficient hours within the pilot, the employer may draw on hours/clients beyond the pilot for the pilot employees (in accordance with Article 15). Being a team member of the pilot does not mean that an employee cannot be offered other work if her hours are down. Also if hours in the pilot are insufficient, the employer may remove pilot employees and revert them to their previous hourly position in total. Removal from the pilot project does not itself trigger a displacement notice for the pilot employee. However, should sufficient hours to create a regular position not be available upon the employee's removal from the pilot project, the normal displacement/layoff processes in accordance with the Collective Agreement will apply.
12. Employers also to have the ability to change the FTE of a position in accordance with the Article 13.6 posted range of hours (5 hour weekly range) per week without need for any displacement/layoff notice. If the FTE needs to be increased, or decreased by more than Article 13.6 permits, ~~the posted range permits~~, the new position may be offered to the incumbent without need for displacement/job posting. The incumbent has the right to decline this offer and revert to hourly Community Health Worker status.
13. The Employer may establish a dedicated pool of casual employees for the purpose of the pilot (which means a separate casual department). Casual employee registration within the pilot may be in addition to registration in other departments, and as such, these casual employees may also be able to access work outside of the pilot. A casual employee who applies to be registered on the call-in list of the pilot project and who is denied registration, will not be denied access to the grievance procedure and, if

referred to third party hearing, the dispute will be governed by the binding investigator/troubleshooter process noted above. Casual employees would not receive pay for time not worked.

14. Casual employees who bid into regular positions in the pilot, and who subsequently revert to hourly Community Health Worker status will be placed in a regular position to be determined commensurate with seniority and the other requirements of Article 15, including the removal of ongoing hours from more junior regular Community Health Workers.
15. Pilot project employees will continue to be paid at grid 8, subject to the ordinary job evaluation procedures.
16. Each pilot project will be reviewed by the local parties at intervals to be determined at the local level, consistent with the needs of the project. (Note: the Article 15 committee will continue to meet as frequently as reasonably required to discuss the progress of the various pilot projects.)
17. Upon cancellation/conclusion of project, employees and the Employer revert to Article 15 in full.
18. The success of the pilot projects are to be measured, supported by data. Criteria for measuring success may vary between projects, but overall success should be measured by:
 - Improved access to services
 - Improved flexibility in responding to service needs
 - Improved recruitment and retention
 - Supports quality of worklife (eg. employee satisfaction, stability and consistency of work hours)
 - Efficiencies are achieved including in the areas of cost, scheduling, and higher ratio of care to travel time
 - Effectiveness is achieved, eg. Supporting clients to remain home longer, assisting in transition from acute care to home
 - Quality of care is either sustained or improved (~~eg. Continuity of workers and competency of workers, client satisfaction, consideration of unique client needs~~)
 - There is accountability to the health care system for any investments, based on assessments/evaluation.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Home Support Scheduling – Split Shift and Reduced Hours Positions – Pilot Projects

~~The Article 15 Sub-Committee established under Memorandum of Agreement #17 of the 2001 to 2006 Community Subsector Collective Agreement has agreed to recommend to the Parties the terms contained in this Memorandum of Agreement.~~ This Memorandum of Agreement outlines the jointly recommended terms of pilot projects relating to split shift and reduced hours positions that may be established under Article 15 of the Collective Agreement. These pilot projects will be governed by the following terms:

1. Such pilot projects may be established at the Employer’s discretion.

2. For the purpose of this Memorandum of Agreement, “split shift” means two distinct daily windows of availability that are separated by a pre-established period of unavailability, and that has a total period of daily availability not exceeding 10 hours.
3. An Employer may choose to establish split shift positions or positions with windows of between five and ten hours, or a combination of the two.
4. Up to 10% of the regular positions at an agency or health authority home support program may be established as split shifts. ~~from the date of this Memorandum of Agreement (April 22, 2005).~~
5. The employer will canvass employees by seniority for interest in working split shifts, without posting.
6. Split shifts are voluntary for employees.
7. Employees agreeing to work split shifts will sign a consent.
8. In addition to, or as an alternative to establishing split shifts, an Employer may post positions with between five and ten hour windows. The Parties confirm that the posting of these positions may follow an Employer canvass of employees for their interest in the reduced window positions. The Parties further confirm that even after the positions are posted, they may be cancelled prior to the Employer filling the positions.
9. Employers establishing a pilot project are to ~~provide register~~ a description of the pilot ~~to the Union with the Article 15 Committee~~ and, if agreed upon, then the designated staff representative of the Union bargaining agents will sign a this Memorandum of Agreement in relation to the pilot project. A copy of the signed Memorandum of Agreement will be copied to the HEABC and the Community Bargaining Association. Where amendments to this Memorandum of Agreement or the Collective Agreement are sought, prior approval of the amendments shall be secured from the HEABC and the Community Bargaining Association.
10. The Memorandum of Agreement will be without prejudice/precedent and will apply only to that particular project.
11. The Community Subsector Collective Agreement, including Article 15, will continue to apply in full, except as varied by the parties for the purpose of each pilot.
12. A pilot project may be rescinded by either party, or in the case of a split shift position by an individual employee, upon providing 30 days’ written notice. In the event that a pilot or position is rescinded, displacement notices are not required as the affected employees will revert to their former positions, or status if casual.
13. Upon cancellation/conclusion of the project and/or positions, the employees and the employer revert to Article 15 in full.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Joint Benefits Review Committee

WHEREAS the Parties recognize that the cost of benefits has increased significantly and are projected to continue to increase;

AND WHEREAS other plan options in Canada have been introduced to provide solutions to these problems.

NOW THEREFORE the parties agree to establish a Joint Benefits Review Committee within one-hundred and twenty (120) days of the ratification of the Collective Agreement which will include representation from each party. Each party will be limited to six (6) representatives and resource persons as required.

The Committee will review the terms of the benefit plans as described in Article 25 – Health Care Plans of the Collective Agreement. The Committee will make recommendations to their respective principles regarding the feasibility of implementing strategies to address the above concerns. The recommendations will be submitted by December 1, 2006 or other mutually agreed date.

In the event the principles are in agreement with the recommendations the committee will, prior to April 1, 2007, submit to their principles a recommended plan design and implementation strategy.

2. The Employers agree with the Community Subsector Bargaining Association to implement an early intervention program (EIP) within the first six (6) months of the renewed Collective Agreement.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Early Intervention Program

The Parties agree that the goal of an Early Intervention Program is to complement the existing disability plans by facilitating a proactive and customized service for ill and injured employees to effectively return to work in a safe and timely manner.

WHEREAS the objectives of the Early Intervention Program are:

- a) to initiate early contact with the ill/injured employee;
- b) to identify and provide appropriate case management of the ill/injured employee's health issues;
- c) to facilitate the rehabilitation of ill/injured employees while expediting a safe and timely return to work through an early return to work plan.
- d) to convey the message that employees are valued; and
- e) to reduce the costs of sick leave and the Long-Term Disability Insurance Plan.

AND WHEREAS the parties agree to promote open discussion and support for the Early Intervention Program.

THEREFORE the parties agree on the following principles for establishing a Early Intervention Program:

1. In furtherance of the objectives of the EIP, a joint Steering Committee comprised of six (6) representatives of the Community Bargaining Association and six (6) representatives of HEABC shall be established within thirty (30) days of ratification of the renewal Community Subsector Collective Agreement. The Steering Committee will be established with the following mandate:

- a) develop an agreement for the delivery/implementation of an Early Intervention Program that has a case management component. The Steering Committee will also consider how the Early Intervention Program will integrate with existing programs, including PEARS. The Committee shall call upon advisors, as required, such as the Occupational Health and Safety Agency and the Healthcare Benefit Trust.
 - b) promote the Early Intervention Program to employees, Unions, and Employers;
 - c) develop and implement a communications plan for the Early Intervention Program;
 - d) receive and analyze quarterly data reports to evaluate the effectiveness of the Early Intervention Program and its impact on sick leave and the Long-Term Disability Insurance Plan;
 - e) discuss issues arising from the implementation of the Early Intervention Program referenced in this Memorandum of Agreement.
2. Once agreement is reached by the Steering Committee, Local Union/Management Committees will be utilized to assist in implementation of the EIP. This will allow for the EIP to be implemented in a manner that takes into account local circumstances. The mandate of the Union/Management Committees will align with that of the Steering Committee.
 3. The parties agree that the implementation of the Early Intervention Program will be effective on October 1, 2006. In the event the Steering Committee has not agreed on the elements of the Early Intervention Program, they will refer the matter to mediation/arbitration with Donald Munroe by July 15, 2006 for a hearing by September 1, 2006.
 4. The LTD Plan carrier will administer and provide Early Intervention Program case management unless the members of the Steering Committee voluntarily agree to a different provider.
 5. An Early Intervention Program provides assistance to employees, including the proper completion of any required forms. Non-participation in the Early Intervention Program may result in complications, delay or denial of LTD Plan claims and/or benefits. The parties agree that ill/injured regular employees shall participate in the Early Intervention Program and cooperate by:
 - completing all required forms;
 - speaking with Early Intervention Program coordinators and Union representatives to discuss early return to work or accommodation plans;
 - participating in an agreed upon early return to work/accommodation plan, in consultation with the employee's physician; and
 - cooperating with any recommended medical and rehabilitation intervention plans, in consultation with the employee's physician.
 6. The parties agree that for the purposes of the Early Intervention Program, an independent service provider engaged for the Early Intervention Program will be bound by the B.C. *Personal Information Protection Act* and have strict confidentiality policies and procedures. Information that the ill/injured employee provides to the Early Intervention Program service provider is confidential. However, the agreed to accommodation plan including limitations will be shared with the Employer and the Early Intervention Program Coordinator where required for early return to work plans.
 7. The Steering Committee will only receive aggregate and summary data in order to measure the effectiveness of the Early Intervention Program.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

One-Time Payment

The parties agree to the following Memorandum of Agreement setting out the principles for a one-time payment upon ratification of the 2006-2010 Community Subsector Collective Agreement:

Re: One-Time Payment – 2006-2010 Community Subsector Collective Agreement

1. Consistent with the policy statements of the Minister of Finance with respect to the 2006 collective bargaining framework in the public sector, the parties acknowledge that there is one-time funding available for Collective Agreements **concluded with certainty** before the expiry of the previous contract term (March 31, 2006).
2. The parties acknowledge that to share in the one-time funding, the renewal Collective Agreement must be **concluded with certainty** by both parties no later than March 31, 2006.
3. The one-time payment shall be: ~~is to be made from a fund of thirty-one million, two hundred and fifty-eight thousand, two hundred and six dollars (\$31,258,206) which is based on a payment of three thousand and seven hundred dollars (\$3,700) times eight thousand four hundred and forty-eight (8,448) Full Time Equivalents.~~
 - I. **\$1.90/hour; and**
 - II. **\$0.25/hour as a bonus for recognition of past skills upgrading.**

The one-time amount ~~may~~ will be distributed as ~~determined by the parties or~~ in accordance with the following process:

- a. For all employees (regular and casual) employed by a health sector Employer covered by the Community Subsector Collective Agreement as of March 31, 2006, the ~~three thousand and seven hundred dollar (\$3,700) hourly~~ lump-sum amount is to be **paid pro-rated** based on **straight-time** hours paid as a proportion of ~~nineteen hundred and fifty (1,950) hours between the first pay period prior to April 1, 2005 and the first pay period prior to March 31, 2006.~~ ; however, the lump sum amount to any individual can not exceed three thousand and seven hundred dollars (\$3,700) **in any circumstance.**
 - b. The one-time payment is subject to normal statutory deductions and Union dues.
 - c. **Regular employees on a leave of absence under Article 21 (Maternity, Parental and Adoption Leave), under Article 28.4 (Workers' Compensation Benefit), or under the Long Term Disability Insurance Plan will receive the one-time payment based on their full-time equivalent as of the last day worked prior to the leave of absence.**
4. ~~In addition, a skills development scholarship payment of one hundred and fifty dollars (\$150.00) will be paid on the same basis as the one-time payment referenced above.~~

5. The Employers will make a reasonable effort to pay the one-time payment to all regular employees within the first three (3) pay periods after receipt of funding.
6. In addition to the one-time payment available in 2006, the parties acknowledge that there is a one-time fiscal dividend available for Collective Agreements with a four (4) year term that extend through the 2009/2010 fiscal year. The dividend available to employees in the Community Subsector is a proportionate share of up to three hundred million dollars (\$300,000,000) based on the excess over a projected surplus of one hundred and fifty million dollars (\$150,000,000) for 2009/2010. The fiscal dividend will be as set out in the attached Letter of Agreement. ~~The details of the dividend, if available, will be worked out by the parties following March 31, 2010.~~

LETTER OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Fiscal Dividend

The parties agree as follows:

Having agreed the term of the Community Subsector Collective Agreement to be from April 1, 2006 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies in excess of \$150 million, surplus to the B.C. Provincial Government, as defined in the Province’s audited financial statements, for the fiscal year 2009-2010.

Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-2010, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus (i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers’ Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available).
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the Employer's active payroll on March 31, 2010.
- 1.4 The payment will be made to regular and casual employees on the Employer's payroll as of March 31, 2010 pro-rated based on hours paid as a proportion of nineteen hundred and fifty (1,950) hours between the first pay period prior to April 1, 2009 and the first pay period prior to March 31, 2010.
Regular employees on a leave of absence under Article 21 (Maternity, Parental and Adoption Leave), under Article 28.4 (Workers' Compensation Benefit), or under the Long Term Disability Insurance Plan will receive the payment based on their full-time equivalent as of the last day worked prior to the leave of absence.
- 1.5 To facilitate the implementation of this Letter of Agreement, the parties will meet no later than six (6) months after the publication of the audited public accounts for fiscal 2009-2010 to review the formula for the dividend payment and the resulting payments to be made.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Wage Protection and Standardization

1. A number of regular employees were wage protected upon the implementation of the Job Classification Plan on May 2, 2003, for as long as they remained in their current positions. Their wage rates are to remain frozen until such time as the classification rate for their position meets or exceeds their frozen rate or the employee leaves the currently held position. The parties agree that the wage protected employee will extend her/his wage protection in the event that the employee chooses to post into a position that is classified the same or higher than the currently held position.

The Parties acknowledge the need to maintain the principles established in the Job Classification Plan in relation to the freezing of wage rates for employees who are paid in excess of Schedule B – Wage Schedule. However, the Parties agree that for such employees the following adjustments will be made during the term of this Collective Agreement only, on a without prejudice and precedent basis.

- a) Wage protected employees will receive a special adjustment on the base rate equal to the general wage increases granted to employees covered by Schedule B – Wage Schedule to the point of recovery of the 2004 wage roll-back (up to the hourly wage rate paid as of March 31, 2004). In the event the entirety of the special adjustment is not required to achieve the recovery, the remainder of the special adjustment for that year will be provided to the employee as a lump sum payment in accordance with b) below. In the fourth year of the Collective Agreement, wage protected employees will receive a special adjustment equal to the general wage increase granted to employees covered by Schedule B – Wage Schedule.
- b) In the fiscal year(s) during which no special adjustment is provided, wage protected employees will receive a lump sum payment at the end of each quarterly period. The lump sum payment would be paid in the first full pay period after the conclusion of each quarterly period. This lump sum will be calculated on the basis of the general wage increase available to employees covered by Schedule B – Wage Schedule multiplied by the employees' hourly rate multiplied by their

straight-time paid hours between the last pay period on or before the beginning of the quarterly period and the last pay period on or before the end of the quarterly period. To be eligible for the lump sum payment, these employees must be employed during the quarterly period for which the lump sum is payable, and their frozen wage rate must exceed the Schedule B wage rate for that quarterly period. Payment for partial quarters will be prorated. For greater clarity, should an employee's wage rate be governed by Schedule B part way through the calculation period, the lump sum payable will be calculated up to the date that Schedule B applies.

2. Grandparenting - Effective the date of ratification, no superior benefits provisions shall apply to any employee who does not currently receive them. For clarity, this proposal does not apply to provisions that are based on operational or service needs.

This grandparenting provision will not apply to employees hired pursuant to the Riverview Redevelopment Location Memorandum of Agreement dated June 9, 2004 which continues to remain in effect for those employees. Employees hired on or after April 1, 2006 will be entitled to retain their base wage rate last paid while in the Public Service if it exceeds the applicable classification wage rate under Schedule B.

3. Amend Article 14.2(g) – Hours of Work to read as follows:

(g)Where the Employer and the Union have 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 ~~the date of ratification~~ April 1, 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 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.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Employment Opportunities

The Parties agree to provide displaced 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.

The terms of this priority access to available vacancies will be as follows:

- a) The receiving Employer will determine the number and manner of vacancies created in the program.
- b) 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.

- c) To be eligible for hire, displaced employees must meet the receiving Employer's required qualifications and have the present capability to perform the work.
- d) 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.
- e) 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.
- f) Displaced employees with over five (5) years seniority will have priority for consideration for vacancies, regardless of which of the two employers the displaced employees come from. Displaced employees from both Employers who have less than five years seniority will have consideration for remaining available vacancies.
- g) If hired, displaced employees will receive portable benefits in accordance with Article 11.4 and port their seniority.
- h) 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.
- i) 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.

This Memorandum of Agreement shall expire on March 30, 20XX [the year of expiry of the Collective Agreement commencing April 1, 2006].

MOA Re Consequences of Contracting Out expires. New MOA is established as follows:
MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Consequences of Contracting Out / Re-Tendering by Health Authorities

1. Nothing in this Memorandum of Agreement shall in any way restrict the right of Employers to contract out as provided for under the Health and Social Services Delivery Improvement Act.
2. The trigger established in this Memorandum of Agreement is based on a total of seven hundred (700) FTEs contracted out or laid off due to Health Authority re-tendering of service contracts (the "Number") during the term of this Memorandum.
3. Contracting out shall be defined as occurring when employees are laid off as a direct result of their Employer contracting out work presently performed by employees covered by the Collective Agreement.

4. Re-tendering shall be defined as occurring 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.
5. Employees laid off as a consequence of contracting out or re-tendering who are re-employed under the Collective Agreement are not included in the Number.
6. 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.
7. In the event that the FTEs laid off due to contracting out or due to Health Authority re-tendering of service contracts exceed the Number, then the consequences contemplated by this Memorandum of Agreement will thereafter take effect for any subsequent employees laid off as a result of Employers contracting out or Health Authorities re-tendering service contracts.
8. The consequences contemplated by the Memorandum of Agreement are that the laid off employees in excess of the Number will be entitled to the following severance pay: one (1) week of pay for every year of service to a maximum of twenty (20) weeks of pay, prorated for part-time employees.
9. Laid off employees within the Number will be entitled to the following severance pay: one (1) week of pay for every two (2) years of service to a maximum of ten (10) weeks of pay, prorated for regular part-time employees.
10. Where a single initiative involves the laying off of employees both within and in excess of the Number, the most senior employees will be deemed to be those laid off in excess of the Number.
11. 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). 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 fifty-two (52) weeks to give years of service for the purpose of the severance pay.
12. 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.
13. 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.
14. 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.
15. This Memorandum of Agreement will expire and be extinguished for all purposes on March 30, 2010.

Amend Memorandum of Agreement #4 – New Certifications as follows:
MEMORANDUM OF AGREEMENT #4 Re: New Certifications

~~1. Except as set out below, all employees in the bargaining unit covered by certifications in place as of March 31, 2001 will receive full and complete application of all the provisions of the Collective Agreement effective from April 1, 2002.~~

2. Except as set out below, with respect to bargaining units certified ~~after March 31, 2001~~ up to September 30, 2006, the employees affected will receive full and complete application of all the provisions of the Collective Agreement effective April 1, ~~2002~~ 2006 or from six (6) months after the date of each certification, whichever is later. Any bargaining units certified ~~on or after October 1, 2003~~ 2009 will only be covered by this provision with the mutual agreement of HEABC and the Association of Bargaining Agents.

3. The total cumulative end rate cost for levelling/standardizing certifications occurring ~~during the period March 31, 2001 up to September 30, 2002~~ 2006 (payable during the ~~2002/03~~ 2006/07 fiscal year) shall be limited to ~~\$1,000,000~~ \$500,000.

The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, ~~2002~~ 2006 to September 30, ~~2003~~ 2007 (payable during the ~~2002/03~~ 2007/08 fiscal year) shall be limited to ~~\$1,000,000~~ \$500,000.

The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, 2007 to September 30, 2008 (payable during the 2008/09 fiscal year) shall be limited to \$500,000.

The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, 2008 to September 30, 2009 (payable during the 2009/10 fiscal year) shall be limited to \$500,000.

~~Any unused end rate amounts remaining in the 2002/03 Fund shall be carried over for use in the 2003/04 fiscal year.~~

4. Newly certified employees will be paid at the applicable benchmark rate of pay at the time that they are standardized/levelled to the Collective Agreement.

5. There shall be no superior benefits maintained by any employee who is standardized/levelled to the Provincial Collective Agreement by virtue of the application of the foregoing provisions.

~~6. The HEABC and the Association of Unions shall meet within three (3) months of the ratification of the Collective Agreement to discuss the development of a template agreement for the application of the non-monetary provisions of the Collective Agreement to new certifications. In the event the parties are unable to agree on a template agreement, the issue shall be referred to Stephen Kelleher who shall act as an expedited arbitrator to finalize the template agreement.~~

MEMORANDUM OF AGREEMENT #9 - LIVE-IN AND OVERNIGHT SHIFTS

The Parties agree to meet to review the existing provincial guidelines for live-in and overnight shifts with a view to making joint recommendations to the ~~Ministry of Health and Health Authorities~~ regarding compensation for workers performing live-in and overnight shifts.

The Parties shall meet within ~~threesix~~ (36) months of ratification of the Collective Agreement to commence discussions, and shall develop their recommendations within a further three (3) months. Should the health authorities adopt the recommendations, they will be implemented on date(s) to be determined by the parties.

MEMORANDUM OF AGREEMENT BETWEEN THE ASSOCIATION OF BARGAINING AGENTS IN THE HEALTH SERVICES AND SUPPORT – COMMUNITY SUBSECTOR AND THE HEALTH EMPLOYERS ASSOCIATION OF BC

Re: Occupational Health and Safety Agency for Healthcare

The parties agree that since its inception, the Occupational Health and Safety Agency has contributed in part to the reduction of injury rates in the Health Sector, and subsequent savings in WCB premiums paid by the sector;

The parties agree that the Occupational Health and Safety Agency is the primary forum to discuss Health Care Sector OH&S issues and solutions, e.g., health and safety practices, safe workloads, promotion of safe work practices, early return to work, safe work environments, healthy workforces;

The parties further agree that the joint bipartite governance model of the Occupational Health and Safety Agency has been successful;

The parties agree to work cooperatively so that the Occupational Health and Safety Agency for Healthcare is able to continue its work and mandate.

MEMORANDUM OF AGREEMENT #13 – LTD CLAIMANTS PRE-APRIL 1, 2000

The Parties agree that Memorandum of Agreement #13 Re: LTD Claimants Pre-April 1, 2000 is deleted, and instead the Parties agree to the following Memorandum of Agreement outside of the Collective Agreement, as follows:

Memorandum of Agreement Between the Association of Bargaining Agents in the Health Services and Support – Community Subsector and the Health Employers Association of BC

Re: 1998 to 2000 LTD Plan - Community Subsector Agreement

WHEREAS:

- A. The Minister of Finance with respect to the 2006 Collective bargaining formula in the public sector has made available one time incentive funding for collective agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).

- B. Employees in the Community Subsector who were entitled to payments under the Community Subsector LTD Plan which was in effect from 1998 to 2000 and who continue to be eligible will not continue to receive payments unless funding is provided.
- C. It has been agreed that the amount of one million six hundred thousand dollars (\$1,600,000.00) (the "Payment") will be contributed to the Community Subsector LTD Plan to assist in funding for this defined group of eligible employees.

NOW THEREFORE, IT IS AGREED:

1. The Payment will be made by the Government of B. C. to the Community Subsector and delivered to the Healthcare Benefit Trust as Administrator of the Plan.
2. The Payment will be made effective March 31, 2006.
3. The Healthcare Benefit Trust, as Administrator, will create a separate trust account to receive the Payment and will utilize the Payment for the sole purpose of making LTD payments to the defined group of eligible employees, as well as related administrative costs, to the extent made possible by the Payment.
4. If any employee in the defined group of eligible employees becomes ineligible to receive a continued LTD payment for any reason, the balance of the monies in the trust account will be applied for the benefit of the remaining eligible employees in the defined group.
5. If monies are remaining in the trust account after there is no one in the defined group who is eligible for continued LTD payments, then the remaining monies will be transferred to the LTD Plan of the Community Subsector and used for the benefit of beneficiaries in that Plan.
6. In entering into this Memorandum, the sole liability of the Government of B.C. is to make the Payment. In particular, the Government of B.C., or any other entity, will not assume liability for the continued payment of LTD payments which might not be funded by the Payment.
7. In entering into this Memorandum, it is understood that neither HEABC nor Health Employers have any liability for the Payment or for providing an LTD benefit to the defined group of eligible employees who are the primary beneficiaries of the Payment.
8. The parties agree to discuss any matters and enter into such additional agreements as may be required to implement the terms of this Memorandum.

MEMORANDUM OF AGREEMENT #15

Re: Local Discussions Regarding Human Resource Staffing Strategies ~~Nursing Shortage Solutions~~

The parties recognize that certain non-direct resident/client care duties performed by registered nurses and/or paramedical professionals could also be performed by members of the Health Services and Support Community Subsector bargaining unit at various work sites and that this may be an important

part of a comprehensive program to address human resource staffing strategies. ~~deal with the nursing shortage.~~

In discussions at the local level, the Employer and the Union will consider the feasibility of some non-direct resident/client care work currently being performed by registered nurses and/or paramedical professionals being performed by employees in the Health Services and Support Community Subsector bargaining unit. Such discussions will include representatives of any other affected unions.

The parties agree to add new Memorandum of Agreement #X, as follows:

MEMORANDUM OF AGREEMENT #X

Re: Prevention of Work-related Illnesses, Injuries and Disabilities

The parties agree with the goal of preventing work-related illnesses, injuries and disabilities to employees working in the Community Subsector.

To this end, the parties agree to work through the Occupational Health and Safety Agency for Healthcare to achieve the following:

1. Identify the leading work-related illnesses, injuries and disabilities in the Community Subsector overall, and in specific services within the Community Subsector.

2. Identify factors contributing to the risk of work-related illnesses, injuries and disabilities in the Community Subsector, including overexertion, falls, hazardous exposures, environmental ergonomics, violence, where it occurs;

3. Develop possible solutions to address such risk factors, including education and training, procedural measures such as risk assessment tools, and infrastructure/equipment improvements, including mechanical lifting equipment;

4. Distribute clear guidelines to Employers and local Occupational Health and Safety Committees regarding identified risk factors and possible solutions;

5. Assist Employers and local OH&S Committees to evaluate and implement recommended solutions to address specific, identified risks; and

6. Work in partnership with the Workers' Compensation Board and funding agencies to finance the implementation of acceptable solutions, including education and training, risk assessment tools, infrastructure, equipment and/or staffing where appropriate. This part is not intended to limit any initiatives under Article 22.

APPENDIX ON DOVETAILED SENIORITY LISTS (DSLs)

Include the following Appendix in the Collective Agreement on a number of key items relating to the application of the DSL's. This memorandum is included in the Collective Agreement on a without prejudice basis to whether disputes would be resolved pursuant to the Collective Agreement or the Labour Relations Code. In the event the parties need to refer to other rights in relation to the application of the DSL's, the parties will need to refer to the correspondence between the Paramedical Professional

Bargaining Association and HEABC dated October 30, 2002 and November 6, 2002. This correspondence addresses matters pertaining to HEABC's General Information Update No. 99, dated September 16, 2002.

MEMORANDUM OF AGREEMENT

Between Health Employers Association of British Columbia (HEABC)

**on behalf of: Fraser Health Authority, Interior Health Authority, Northern Health Authority,
Vancouver Coastal Health Authority, and Vancouver Island Health Authority
(the "Employers") and**

**Health Services and Support - Community Subsector Bargaining Association (Association) on
behalf of the Association's Constituent Unions**

**Re: ~~Resolution of Association's Section 35 Labour Relations Code Application Labour Relations
Board Case No. 47744
Application of BCLRB Decision No. B232/2002, B274/2002, and B8/2003
Dovetailed Seniority List Options for Displaced Employees of Health Authorities~~**

The Parties agree that the above noted Application is resolved on the following basis:

~~This Memorandum of Agreement is effective on the signing date identified below, and has prospective application only. The single exception to the prospective application of this Memorandum of Agreement is in respect of the definition of "laid off" employees, as set out in Part 1 below. "Laid off" and other displaced employees will be entitled to exercise their seniority options upon receipt of, and on the basis of, the dovetailed seniority list ("DSL").~~

~~For the purposes of this Part, "laid off" employees refers to regular employees who were displaced from January 28, 2002 to the signing date of this Memorandum of Agreement, inclusive, who had no options for comparable regular employment, and who opted to go to casual status or take a non-comparable job. Such employees shall have until seven (7) days from the date the Employer shows them the DSL and the list of unfilled vacancies, to select one of the following options:~~

Part 1

The following options are available to displaced employees arising out of the Dovetailed Seniority Lists:

1. access unfilled vacancies as per Labour Relations Board Decision No. B274/2002;
2. exercise bumping options as per Labour Relations Board Decision No. B274/2002;
3. be placed on the recall list and also have their name placed on a casual list at any one worksite within the employee's geographic location or within any other area constituting a reasonable commuting distance as may be agreed upon by the Employer, and have their seniority transferred to the new worksite. Employees can access casual work without forfeiting recall rights.
4. A laid off employee may be recalled to an available position within her DSLA.

Note: In addition to the options arising out of the DSL's, displaced employees still retain the option to bid on vacancy postings within their own worksite/program.

Part 2

Employees who work at multiple worksites within the DSL Area shall have multiple seniority entries recorded on the DSL, consistent with their seniority at each worksite.

Employees with, for example, regular positions at two worksites will appear on the list twice. Should that employee be bumped, she would only be removed from the single position targeted at the particular worksite. Similarly, an employee holding regular positions at two worksites who is displaced at one worksite would only exercise seniority options based on seniority accumulated at that worksite.

If an employee has regular part-time positions at two worksites within the DSLA, is displaced from worksite A, and moves to the casual list at worksite B, the seniority hours are added together at worksite B, as the seniority is transferred from worksite A to B. Similarly, if a regular part-time employee who also accesses casual assignments at worksite A, is displaced and secures a regular position at worksite B within the DSLA, she cannot maintain her seniority at worksite A as it will have been transferred to worksite B. An employee cannot port seniority and simultaneously maintain it at the worksite from which she was displaced.

Part 3

~~The parties agree to adopt the principles contained in the correspondence between the Paramedical Professional Bargaining Association and HEABC dated October 30, 2002 and November 6, 2002. This correspondence addresses matters pertaining to HEABC's General Information Update No. 99, dated September 16, 2002, and the priority for filling vacancies.~~

The priority order for the filling of vacancies at a "Collective Agreement Employer" is outlined in Article 12.3 of the Collective Agreement.

- ~~1. For a vacancy posted at the Collective Agreement Employer, all employees at the Collective Agreement Employer (whether displaced, laid off, regular or casual) can apply.~~
- ~~2. If the position is not filled through Step #1 above, it is an unfilled vacancy and available to displaced employees throughout the DSL Area as per BCLRB No. B274/2002.~~
- ~~3. If the position is still not filled through Step #1 and #2 above, laid off employees throughout the DSL Area are recalled as per BCLRB No. B274/2002.~~

~~Note: in respect of Step #1, recall is not required nor implied. Further, there is no requirement for "automatic" consideration of displaced or laid off employees in Step #1. Simply put, all employees are invited to apply for the vacancy and be considered pursuant to the selection provisions of the Community Subsector Collective Agreement ("CSA").~~

Part 4

The following identifies how the dovetailing of seniority within the DSL Area will operate:

1. For all purposes other than the exercise of displaced employee options, the "Collective Agreement Employer" seniority continues to be measured in accordance with Article 11.1 and MOA#6 of the CSA.

2. For the purpose of creating a dovetailed seniority list only, and the exercise of displacement options pursuant to it, all employees' seniority will be measured in accordance with Article 11.1 of the CSA.
3. Should an employee be transferred or exercise options upon displacement pursuant to BCLRB No. B274/2002, and end up at another worksite with a different seniority measurement, the employee's seniority will be converted to the seniority measurement prevailing at that other worksite (ie. Applying Article 11.1 or the employee's hire date). For all subsequent seniority applications pursuant to the CSA, the seniority of that employee will be measured in the same way as it is for other employees at the worksite (eg. For the purpose of future job postings, vacation scheduling, etc. so that there is a common measurement between employees in the bargaining unit).

Part 5

There is no qualifying period, as per BCLRB No. B8/2003, for employees exercising their displacement options.

Information Appendix 1 Summary of HBT Trust Coverage, Dental Plan – Article 25.2

Diagnostic Services

Procedures to determine the dental treatment required, including the following:

1. Examinations and consultations;
2. ~~Two (2)~~ One (1) standard examinations every nine (9) months per calendar year;
3. Once (1) complete examination in any three (3) year period, provided that no other examination has been paid by this Plan on the employees behalf in the preceding six (6) months;
4. X-rays, up to maximum established by Pacific Blue Cross for the calendar year;
5. Full mouth x-rays once in any three (3) year period.

Information Appendix #X – Labour Relations Code, Section 54

Information Appendix #X - Health and Social Services Delivery Improvement Act

The following Appendices are included in the Collective Agreement for information purposes only.

Information Appendix #X – Labour Relations Code, Section 54

As of the date of writing, Section 54 of the Labour Relations Code reads as follows:

Adjustment plan

54 (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

(a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and

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

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

(2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

(3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

Information Appendix #X – *Health and Social Services Delivery Improvement Act*

As of the date of writing, the following provisions of the Collective Agreement have been voided by the *Health and Social Services Delivery Improvement Act* (Bill 29):

- 13 Labour Adjustment and Technological Change, except for:
 - 13.2 Job Training
 - 13.4 Definition of Displacement
 - 13.6 Layoff Notice
 - 13.7 Retention of Seniority

Appendix 3 – Region

Appendix 4 – Policy Dispute Resolution Process – ESLA

Appendix 6 - Long-term Disability Insurance Plan: the words “HLAA vacancies” is deleted from Section 3 (C) (5) (ii) (B) - Total Disability Defined - All Claimants - Rehabilitation Benefit Incentive Provisions

Memorandum of Agreement #7 - Re: Home Support Agencies – Service Reductions

Memorandum of Agreement #10 - Re: Healthcare Labour Adjustment Agency Funding

Note: This Information Appendix is without prejudice in relation to any future proceedings.