

FINAL SETTLEMENT AND IMPLEMENTATION AGREEMENT

Between

Facilities Bargaining Association

And

The Health Employers Association of British Columbia

This document sets out the terms of agreement for the full and final resolution of the Benchmark Review as outlined in the Letter of Intent on Page 209 of the current Facilities Subsector Collective Agreement (2006 – 2010). The parties are further directed by the terms of the Settlement Agreement dated July 27, 2009. To conclude the review and implementation of all of the reviewed benchmarks, and without prejudice to the position either party may choose to take in any other matter, it is agreed as follows:

1. The complete list of the benchmarks that have been reviewed by the Joint Committee and that will be implemented effective April 1, 2008 is contained as Attachment 1.
2. A set of revised benchmarks to be implemented with an effective date of April 1, 2008 is included as Attachment 2.
3. Per the Settlement Agreement of July 27, 2009, grid rate adjustments to the reviewed benchmarks are to result from a change in benchmark content. It is agreed, for the purposes of this agreement only, that the benchmark content changes fall into three categories as defined below:

No Change – Those benchmarks where there were no changes to the benchmarks either because it was determined that the benchmark reflects the current workplace or because there were no incumbents currently in positions matched to the benchmark to speak to the work.

Housekeeping Change – Those benchmarks where changes to content do not change the scope of the work in terms of complexity, level of responsibility or educational requirements.

Qualitative Change – Those benchmarks reflecting increased responsibility and/or expanded scope as a result of increased complexity of duties/and or increased education and/or training requirements in the workplace.

Notwithstanding these agreed categories, the parties recognize and agree that there may be specific instances where an individual position or job may not be reflected in the jointly established benchmark(s), and the parties retain their rights and obligations under the Maintenance Agreement and Classification Manual.

4. Those benchmarks with qualitative changes will be allocated the designated funds for wage grid adjustments. These benchmarks and their agreed grid rates are listed in Attachment 3. Throughout the costing process for the allocation of the designated funds, the Parties relied on FTEs counts and existing classification matches provided by the Employers. Pursuant to this, the parties' general expectation is that positions currently matched to a benchmark will continue to be matched to the revised version of that benchmark.
5. Those benchmarks not changed or receiving only housekeeping changes will not receive wage grid increases from the designated fund unless mutually agreed by the parties.
6. It is agreed that the revised wage grids for the Nursing Assistant II – Rehabilitation Assistant (15314) and Program Coordinator I [formerly Activity Worker III] (15003) and Program Coordinator II [formerly Activity Worker IV] (15004) are interim grid levels. The parties are in agreement that the Union may refer the issue of final grid rate placement for each of these three benchmarks to the Classification Referee in accordance with his jurisdiction as normally applicable under Section 9(5)(d) of the Maintenance Agreement.

The Classification Referee will be asked to determine the appropriate grid rate for each of the three benchmarks. It is understood that the final grid rate placement for each of these benchmarks will be no less than the interim grid rates set out in this agreement. In the event the Classification Referee establishes a different grid rate, that grid rate will be effective the date of publication of his award or April 1, 2010, whichever is later.

It is further agreed that in the event the Union does not refer the matter to the Classification Referee by September 1, 2010, the agreed interim grid rate for each of these benchmarks will be deemed final.

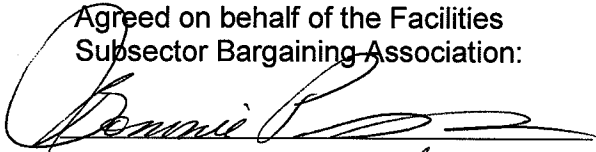
7. The parties acknowledge that the implementation of the revised benchmarks may provide guidance for the resolution of outstanding job review requests (JRRs). However, such an assessment must be done on a case-by-case basis and the parties are agreed that this joint review is not binding upon either party in relation to the resolution of any particular local classification dispute. The parties acknowledge that there may be specific outstanding JRRs for which the revised benchmark does not provide guidance for a resolution.
8. The parties will publish the revised benchmarks on a mutually agreed date yet to be determined. But in no case will this be later than December 1, 2009.
9. Upon publication of the revised benchmarks, the Employers will implement and apply the revised benchmarks.
10. Any classification changes arising from this review will be made effective no later than three full pay periods following the date of publication.
11. Payment of retroactive adjustments will occur as soon as possible, but in any event no later than six full pay periods from the date of publication.
12. A number of the revised benchmarks have had changes made to the "Education, Training and Experience" section of the benchmark but retain the phrase "... or an equivalent combination of education, training and experience." This "equivalency

statement" contemplates that an incumbent can achieve the requisite skills for the work in a variety of ways. Consistent with this principle, and when applying the revised benchmarks, a position will not be excluded from a benchmark match solely on the basis that the incumbent does not possess the expressly revised educational requirements set out in the benchmark. For clarity, expressly and solely for the purposes of this implementation, the incumbent who has been performing the work of the benchmark will be deemed to possess an equivalent combination of education, training and experience.

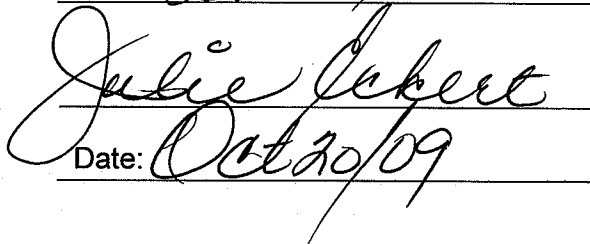
13. It is agreed that incumbents at Vancouver Coastal Health and Northern Health who are performing ophthalmic photography and incumbents who are overseeing the ophthalmic service but who are matched to the media services Technician IV or V benchmarks, respectively, will be included in the FTE count for costing any grid rate changes to the Ophthalmic Technician benchmark series and will receive the benefit of any changes to the grid rate arising from the review of that series.

This document and its attachments represent the entire agreement of the parties in these matters. Except where expressly agreed herein, the parties are agreed that nothing in this agreement precludes either party from exercising its rights under the Maintenance Agreement and Classification Manual.

Agreed on behalf of the Facilities
Subsector Bargaining Association:

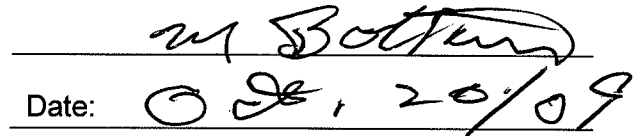


Date: 09/20/09



Date: Oct 20/09

Agreed on behalf of HEABC:



Date: 09/20/09

Attachment 1 - List of Benchmarks Reviewed by the Parties and To Be Implemented



Class Code	Benchmark Name
10101	Co-Ordinator Of Volunteers I
10102	Co-Ordinator Of Volunteers II
10216	Accounting Supervisor
10217	Accountant I
10218	Accountant II
10604	Medical Records Technician
15003	Activity Worker III
15004	Activity Worker IV
15314	Nursing Assistant II (Rehab Assist)
15501	Social Service Assistant I
15502	Social Service Assistant II
16001	ECG Assistant
16101	Cardiac Ultrasound Technician
16201	EEG Assistant
16302	Nursing Assistant (Ortho Tech)
16401	Ophthalmic Technician I
16402	Ophthalmic Technician II
16403	Ophthalmic Technician III
16501	Pathology Attendant I
16502	Pathology Attendant II (Tissue Bank)
16503	Pathology Attendant II (Supervisor)
16504	Pathology Attendant III
16601	Perfusionist Assistant
16701	Physiological Laboratory Tech I
16702	Physiological Laboratory Tech II
16801	Renal Dialysis Technician I
16802	Renal Dialysis Technician II
16803	Renal Dialysis Technician III
17001	Stores Attendant I
17002	Stores Attendant II
17003	Stores Attendant III (Receiver)
17004	Stores Attendant III
17005	Stores Attendant IV
17006	Stores Attendant IV (Receiver)
17007	Stores Attendant V

Note: *The Lab Assistant Class Series and Pharmacy Technician Class Series which are part of the Patient Care Technical Job Family identified in the Letter of Intent on Page 209 are not included in this Benchmark Review as per mutual agreement by the parties.*



Attachment 3 - Benchmarks Receiving Wage Grid Adjustments

Class Code	Benchmark Name	Current Rate	Agreed Rate
10101	Co-Ordinator Of Volunteers I	18	23
10102	Co-Ordinator Of Volunteers II	22	27
10216	Accounting Supervisor	31	34
10217	Accountant I	31	34
10218	Accountant II	36	39
15003	Program Coordinator I*	25	26 <i>(interim rate**)</i>
15004	Program Coordinator II*	28	30 <i>(interim rate**)</i>
15314	Rehabilitation Assistant	18	22 <i>(interim rate**)</i>
15501	Social Service Assistant I	21	22
16001	ECG Assistant	13	15
16302	Orthopaedic Technologist****	SA23	30
16402	Ophthalmic Technician II	26	29
16403	Ophthalmic Technician III	29	33
16501	Pathology Attendant I	23	26
16502	Pathology Attendant II (Tissue Bank):	29	31
16503	Pathology Attendant II (Supervisor)	29	31
16504	Pathology Attendant III	33	35
17005	Stores Attendant IV	14	15
17006	Stores Attendant IV (Receiver)	14	15
17007	Stores Attendant V	17	19

Notes:

*The Program Coordinator I and Program Coordinator II benchmarks were previously titled Activity Worker III and Activity Worker IV and have been revised as a result of this review.

** Interim rate as per Paragraph 6 of the Implementation Agreement

*** Benchmark 16502 - Pathology Attendant II (Tissue Bank) is receiving a grid adjustment per Paragraph 5 of the Final Settlement and Implementation Agreement. There has been mutual agreement between the parties even though no qualitative changes were made.

**** Benchmark title changed as per Kinzie award dated April 15, 1997.