

COMPREHENSIVE REPORT

to the membership of the

Hospital Employees' Union

*on the tentative agreement
reached between the*

Health Services & Support Community Subsector Association

– AND –

Health Employers Association of BC

February 9, 2010





HEU executive recommends ratification of Community Health tentative agreement

Tentative agreement balances members' bargaining priorities and concerns, within government-mandated "net zero" bargaining climate.

After careful review, HEU's Provincial Executive is recommending members vote in favour of the tentative agreement reached between the Community Health Bargaining Association (CBA) and the Health Employers Association of BC (HEABC)

"There's no doubt this is a challenging bargaining climate, and the bargaining committee was faced with tough choices as they brought members' priorities and concerns to the table," says HEU secretary-business manager Judy Darcy.

"At the same time, the committee was able to achieve improvements, while protecting wages and stability in the sector."

Some of the key improvements include:

- A new BlueNet direct pay drug card;
- Increased vision care benefits from \$225 to \$350 every 24 months;
- Wages adjustments and benchmark changes for LPNs, LPN supervisors, and certified dental assistants, as roles and scope of practice have expanded;
- A new joint committee to address long-standing scheduling issues;
- Shift premiums of \$0.25 per hour for weekend work between midnight on Friday and midnight on Sunday;
- Job security provisions that extend contracting out protections from the previous contract's Memorandum of Understanding; and
- A new Short Term Injury and Illness Plan (STIIP) working group to address the gap in coverage between sick leave banks and long term disability plans.

The tentative agreement is effective from April 1, 2010 to March 31, 2012. It covers approximately 14,000 workers, including 1400 HEU members.

The bargaining committee was negotiating in the context of a government freeze on public sector compensation. Therefore, any improvements in the contract that have cost implications had to be achieved through adjustments elsewhere in the agreement.

These changes occurred in three main areas; extended health deductibles, massage therapy benefits and long term disability. Details are listed in the attached report.

Members will be notified as soon as ratification votes are scheduled.

For more information, please contact HEU representative, Joey Hartman at 604-456-7043 or 1-800-663-5813 ext. 7043.

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The following provides more detail on the tentative agreement. This report also includes an Appendix, with details on the changes to articles and language.

New direct pay drug card

Effective April 1, 2010 members will be issued a BlueNet (direct pay) drug card. This means members will no longer have to save receipts, file a claim and wait for reimbursement of prescription drug costs.

With this card, when members purchase prescription drugs at most local drug stores, their expenditures are automatically reported to Pacific Blue Cross. Members will pay only 20% of the cost of their purchase once their expenses exceed the annual \$100 deductible. Shifting to the BlueNet Card was identified as one of the highest priorities in bargaining.

Weekend shift premium

In the lead up to bargaining, members spoke about the importance of receiving recognition for the weekend work required in this sector. Effective April 2, 2010 members in the Community Health sector will receive an additional \$0.25 for every hour of their shift from midnight on Friday up to and including midnight on Sunday.

This premium is less than the committee's original proposal to the employer, but does build on the gains made during the last round of bargaining, when shifts were defined, for the first time, in the collective agreement.

Improvements in vision care

Members who purchase eyeglasses will be entitled to increased vision care reimbursement, up from \$225 to \$350 every 24 months. This improvement was also named as a high priority in this round of bargaining.

New compassionate care leave with benefits

Members will now be entitled to an eight-week leave of absence to care for a seriously ill family member. In addition to any compensation from Employment Insurance, regular employees will continue to receive medical and dental benefits for the duration of their leave.

Joint committee on home support scheduling

Despite changes in the last round of bargaining, members continue to experience difficulties with scheduling, and had identified the issue as a priority in this round of bargaining.

This tentative agreement establishes a joint union-management working group that will begin work immediately to gather information and make recommendations by June 30, 2010 on the 10-hour window. Additional details on the working group can be found in the Appendix under *Memorandum of Agreement - Scheduling Joint Working Group*.

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Employment security provisions

Members identified job security as a key priority in this round of bargaining. Two Memoranda of Agreement, the *Employment Opportunities MOA #22* and the *Consequences of Contracting Out/Retendering by Health Authorities MOA #23* were added to the collective agreement in the last round of bargaining.

They provided more stability, enhanced severance and employment opportunities for displaced workers, including dovetailed seniority rights. These MOAs were set to expire on March 30, 2010. Both MOAs were renewed and the rights gained in the last round will continue for the term of this agreement.

In addition, *MOA #23* has reduced from 700 to 500 the number of layoffs that are needed to trigger enhanced severance pay. This creates a financial disincentive for employers to contract out jobs and encourages them to limit any contracting out to 500 positions.

Wage grid adjustments, benchmark updates for LPNs, LPN Supervisors and CDAs

The wage grid and benchmarks for LPNs, LPN supervisors and CDAs have been updated to recognize expansion in scope of practice, and changes in duties and responsibilities.

A new Step 5 has been created in the wage grid, which is 3 per cent higher than Step 4. In the first pay period of the new collective agreement, all LPNs currently at Step 4, will move to the new Step 5. At the same time, Step 1 on the LPN wage grid will be removed and all new hires will start at the Step 2 rate.

In April 2011, a new Step 6 will be added, with a 3 per cent increase, and Step 2 will be eliminated.

A new benchmark has been established for the LPN Supervisors, which will mean a 3% wage increase on April 2, 2010 and a 3% increase starting in the first pay period of April 2011.

Certified Dental Assistants will receive a 3% wage increase starting on the first pay period in April 2010, and again in April 2011.

Enhanced Disability Management/Short Term Illness and Injury Plan joint working group

Both parties are committed to developing a comprehensive, seamless, cost-effective system of providing short and long-term disability coverage and effective disability management.

Under the current plan, many sick or injured workers exhaust their sick leave banks before they are eligible for long-term disability benefits. The working group will review both the current disability management process, as well as options for a Short Term Illness and Injury Plan (STIIP). The working group will make recommendations to CBA and HEABC by September 30, 2010, unless a different date is agreed upon by both parties.

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Like all public sector workers, the Community Health bargaining committee was negotiating in a government-mandated “net zero” context. In order to fund priority improvements in the contract, changes were made in three areas – the extended health deductible, massage therapy benefits, and long term disability.

Extended health deductible

Effective April 1, 2010, the annual deductible for extended health benefits will be \$100. The current deductible of \$25 has been in place since the beginning of the plan.

Massage therapy benefits

Effective April 1, 2010, the maximum massage therapy benefit will be \$1000 per year. Currently there is no maximum.

Long term disability – pre-existing conditions

The entitlement to long term disability (LTD) benefits has been modified for new workers hired after April 1, 2010.

If a worker is treated for a medical condition in the 90 days before they are hired, and if because of that same condition they are absent from work within 12 months of being hired, they are not eligible for LTD benefits. However, if a worker is employed for any 12 consecutive months without being absent for that same condition, they re-qualify for LTD benefits.

Long term disability – term of benefits

The term of benefits for long term disability has been modified for new workers hired after April 1, 2010. A claimant can return to their own job after being on a claim for 19 month (reduced from 24 months.) Other conditions in LTD benefits remain the same as in the previous agreement.

New benefits joint working group

Unions in the community health sector will be meeting with the employer to review health and welfare benefits plans and to identify areas where benefits can be improved and the growth in costs can be reduced. The committee will deliver a report by September 30, 2010.

Health benefit trust

The provision requiring that Healthcare Benefit Trust be the designated benefits carrier has been modified to allow for a different, mutually agreeable carrier. This will allow the benefits joint working group to consider other carriers that may provide the same or better benefits package at a lower cost.

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New community health joint committee

A new Community Health Joint Committee has been established to address problems that arise during the term of the collective agreement. The committee includes representatives from both the Community Bargaining Association and the Health Employers Association of BC. The committee will meet four times per year. The committee has agreed to begin by addressing the issue of developing a common method for calculating seniority.

Arbitrators

Three new names have been added to the list of agreed upon arbitrators. There is also a new provision intended to reduce the time needed to advance grievances on to arbitration.

All relevant memoranda of agreement renewed

With the exception of the Memoranda of Agreement that are no longer applicable, all MOAs have been renewed. This includes the MOA concerning superior benefits for members who were devolved from the public service. A detailed list of these Memoranda is available in the Appendix.

Consequential amendments as a result of *Bill 29*

Memoranda of Agreement negotiated as a result of the Supreme Court ruling on *Bill 29* have now been incorporated into the collective agreement. See Appendix for more details.

Wage reopener

The CBA was the first to settle a tentative agreement in the current context of a government-mandated freeze on wage increases. If the government changes their mandate before the end of the term of this agreement, then it may be re-opened to renegotiate total compensation for the balance of the term.

Term of the agreement

The term of the tentative agreement is for two years from April 1, 2010 to March 31, 2012.

February 9, 2010

COMMUNITY HEALTH SERVICES & SUPPORT
– Appendix –
Comprehensive Report to Members
Changes to the Collective Agreement

7.4 Policy Meetings Community Health Joint Committee

The HEABC and the Association recognize the importance and necessity of the principals to this Agreement meeting regularly ~~quarterly~~ to discuss problems which may arise from time to time. There shall be established a joint committee composed of members equal in number, represented by the Association and the HEABC to meet at the request of either party.

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~~
- Chris Sullivan
- Joan Gordon
- Judi Korbin
- Mark Brown
- Vincent L. Ready
- John McConchie
- ~~Allan Hope, QC~~
- Stan Lanyon, QC

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

~~(c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from or added to the list by mutual agreement.~~

(c) Depending upon availability, arbitrators shall be assigned cases on a rotating basis unless they are unable to schedule the hearing within sixty (60) days in which case the next individual on the list will be appointed, or by mutual agreement. In the event no arbitrator from the above list is available to schedule a hearing within sixty (60) days or if the parties are unable to agree upon an arbitrator within sixty (60) days then the appointment of an arbitrator will be referred to the bargaining principles who will appoint an arbitrator.

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

ARTICLE 13 – LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

Parties agree to delete as per Information Appendix #4 which results in the elimination of:

- Article 13.1 - Technological Change
- Article 13.3 - Process - Reduction and Restructuring
- Article 13.8 - Employment Security
- Article 13.9 - Interim Solutions
- Article 13.10 - Transfers and Closures
- Article 13.11- Joint Healthcare Reform/Labour Adjustment Committee
- Article 13.12- Definitions
- Article 13.13 - Interpretation
- Article 13.14 - Disputes
- Article 13.15 - Section 54 of the Labour Relations Code
- Article 13.16 - Contracting Out

25.3 Extended Health Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.
- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be ~~two hundred and twenty-five dollars (\$225)~~ three hundred and fifty dollars (\$350) every twenty-four (24) months and the allowance for hearing aids will be six hundred dollars (\$600) every forty-eight (48) months.
- (c) The plan shall be comparable to the extended health plan provided by the Employers covered by the Facilities Subsector Agreement through the Healthcare Benefit Trust. (Refer to Information Appendix 2).

27.2 Compensation

- ~~(c) The term of the Collective Agreement shall be April 1st, 2006 to March 31st, 2010. (moved to article 31.1)~~
- ~~(c) Wage Increase for Licensed Practical Nurses (LPNs):~~
- ~~(1) Effective the first pay period after April 1, 2010 eliminate step 1 of the April 1, 2009 Community wage grid for LPNs and add a new~~

increment that is 3% above the April 1, 2009 Community top step for LPNs.

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

i. Eliminate step 2 of the April 1, 2009 Community wage grid for LPNs and increase the wage rate by one cent (0.01¢) to be equivalent to the April 1, 2009 Facilities Licensed Practical Nurse wage rate, and

ii. Add a new increment that is 3% above the new increment established in paragraph (1) above.

(d) Wage Increase for Certified Dental Assistants (CDAs):

(1) Effective the first pay period after April 1, 2010 apply a three percent (3%) wage increase to grid 8 of the April 1, 2009 Community Agreement. This will result in a new wage grid structure for CDAs.

(2) Effective the first pay period after April 1, 2011, apply a three percent (3%) wage increase above the new wage grid established in paragraph (a) above.

27.16 Weekend Shift Premiums

Effective the first pay period after April 2, 2010, an Employee shall be paid a weekend premium of twenty-five cents (\$0.25) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

31.1 Duration

(a) This Agreement shall be binding and shall remain in effect until midnight March 31, 20102.

(b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect ~~one (1) week following the date of ratification on~~ April 1, 2010.

NEW ARTICLE – COMPASSIONATE CARE LEAVE

Effective April 1, 2010, an employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill

family member needs care or support and is at risk of dying within twenty-six (26) weeks.

A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(1) The eligible employee's BC medical, dental plan, extended health plan and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks.

(2) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.

(3) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.

(4) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

NEW MEMORANDUM OF AGREEMENT
Re: Scheduling Joint Working Group - Articles 12, 14, 15, 29
Memoranda of Agreement #18, 20 & 21

In recognition of the various issues related to shift schedules (e.g. consecutive hour work period, scheduling, fixed hour pilot projects, and casual availability) regarding Home Support and Community Health Workers ("CHW"), the parties agree to the formation of a Working Group to be called the Scheduling Joint Working Group.

Structure and Duties of the Working Group

(a) The working Group will be comprised of six (6) members appointed by the Association of Unions and six (6) members appointed by HEABC, unless otherwise agreed between the HEABC and the Association. This number includes representation from the Affiliates. Each party will pay its own costs for participation in the Working Group.

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

(c) The Working Group shall:

- (i) By June 30, 2010 make recommendations regarding ten (10) hour windows per d (i).
- (ii) By June 30, 2010, establish a baseline of the number of Home Support/Community Health Workers ('CHW') working in fixed hour positions with the goal of increasing the number of fixed hour CHW positions:
- (iii) By June 30, 2010 gather and share information and statistics related to all existing fixed hour pilot projects from participating Employers:
- (iv) By September 30, 2010 review all existing pilot projects:
- (v) By December 31, 2010 review issues on Article 14
- (vi) Review Articles 12, 15, 29, Memoranda of Agreement # 18, #20, #21, to determine those changes that may be required:

(d) The Working Group shall make recommendations to the Parties on the following matters:

- (i) The feasibility of offering Home Support/CHW's the one-time opportunity to reduce their ten (10) hour window to not less than eight point five (8.5) hours with the understanding it could result in a reduction in the number of paid hours and without adverse impact to client service:
- (ii) Home Support/CHW scheduling (e.g. Fixed Hours, Casual Availability, Days of Work/Rest, Assignment of Hours, Shift Schedules (Article 15.3(a)).
- (iii) Recommendation on possible solutions to issues of Article 14

(e) The Working Group will consider the following elements in its recommendations for any changes:

- . Quality of life/work balance for employees (employee satisfaction, stability and consistency of work hours)
- . Breaks in schedules
- . Improved access to services
- . Cooperation in improving flexibility in responding to service needs
- . Improved recruitment and retention
- . Efficiencies are achieved in the areas of cost, scheduling, and higher ratio of care to travel time

(f) The Working Group shall propose language incorporating amendments to applicable Articles.

(g) The Working Group shall have the authority to request the assistance of experts as the committee deems necessary.

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

(i) The Joint Working Group shall provide a final report of recommendations by March 31, 2011 to HEABC and CBA (the "Parties"). If the parties can not agree with the recommendations under (d)(i) related to 10 and 8.5 hour windows either party may refer the matter to a mediation/arbitration. If the Parties can not agree with the recommendations under (d)(ii) either party may refer the matter to mediation. The parties agree that recommendations Working Group may make on (d) (iii), are not subject to mediation or arbitration.

MEMORANDUM OF AGREEMENT #22

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~~ on the basis of 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 30th, 204012.

MEMORANDUM OF AGREEMENT #23

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) established at five hundred and fifty (550) FTEs contracted out or laid off due to Health Authority re-tendering of service contracts (the "Number") during the term of this Memorandum.~~

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

~~4-2.~~ Re-tendering ~~occurs 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 and where employees are not re-employed by another employer covered by this Collective Agreement ("Re-tendering").

~~6-3.~~ Following layoffs due to contracting out or re-tendering, a summary of activity will be generated and a copy provided to the Community Bargaining Association.

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

~~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.

5. In the event that the number of FTEs laid off due to Contracting Out or Re-tendering is within the Trigger, laid off employees will be entitled to the following severance pay: one (1) week for every two (2) years of service to a maximum of ten (10) weeks pay, prorated for part time employees.

6. In the event that the FTEs laid off due to contracting out or re-tendering exceeds the Trigger exceed the Number, then the any subsequent employees laid off as a result of contracting out or re-tendering 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.

~~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.

~~10-7.~~ Where a single initiative involves the laying off of employees both within and in excess of the Trigger Number, the most senior employees will be deemed to be those laid off in excess of the Trigger 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 30th, 2019.

NEW MEMORANDUM OF AGREEMENT
RE: LPN Supervisor Benchmark and Wage Grid

Effective thirty (30) days following ratification the parties agree, in accordance with Article 4.1 of Schedule C of the Maintenance Agreement, to create a LPN Supervisor benchmark and appropriately classify this benchmark in accordance with Article 4.2 of Schedule C of the Maintenance Agreement.

The wage grid for the Licensed Practical Nurse Supervisor benchmark will be as follows:

(a) Effective the first pay period following the finalization of the LPN Supervisor benchmark the following wage grid will apply to employees properly classified against the Licensed Practical Nurse Supervisor Benchmark:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>\$24.83</u>	<u>\$25.45</u>	<u>\$26.04</u>

(b) Effective the first pay period following a twelve month period from the implementation of the LPN Supervisor benchmark the following wage grid will apply to employees properly classified against the Licensed Practical Nurse Supervisor Benchmark:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>\$25.83</u>	<u>\$26.60</u>	<u>\$27.40</u>

Pending the introduction of the Licensed Practical Nurse Supervisor benchmark, employees responsible for the supervision of Licensed Practical Nurses or the supervision of Licensed Practical Nurses and other designated staff shall be layered over the rate of the Licensed Practical Nurse in accordance with Article 5.1 of the Classification Manual.

For the purposes of this memorandum, 'supervision' is defined as follows:

Supervision may include, but is not limited to, providing input into any or a combination of the following: employee evaluations; organization of employee work assignments; hiring of staff; maintaining departmental standards and procedures.

NEW MEMORANDUM OF AGREEMENT
Re: Disability Management/STIIP Joint Working Group

The parties recognize that the personal and financial costs associated with significant numbers of health care employees absent from work as a result of illness or injury has an adverse impact on the lives of individuals and the human resource capacity for health services.

The parties are committed to developing a comprehensive, seamless, cost-effective system of providing short-term disability coverage, long-term disability coverage and effective disability management in health care.

The parties agree to establish an Enhanced Disability Management and Short Term Injury and Illness Plan (STIIP) Joint Working Group within sixty (60) 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 will pay its own costs for participation in the working group.

The working group will review and revise the disability management process and develop corresponding collective agreement language changes or additions. The Working Group will make recommendations to the CBA and HEABC for a revised disability management process.

The Working Group will also examine options for short-term disability models and make recommendations to the CBA and HEABC regarding an effective, affordable, sustainable Short Term Injury and Illness Plan (STIIP).

The Working Group will report to the CBA and HEABC no later than September 3, 2010 unless the CBA and HEABC agree on a later date.

INFORMATION APPENDIX #2 Summary of HBT Trust Coverage

Extended Health Benefit - Article 25.3 - Effective April 1st, 1999

Preamble

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan are subject to the Collective Agreement, the Pacific Blue Cross Extended Health Contract, and the Healthcare Benefit Trust's Plan Document.

Amount of Benefit

There is a ~~\$25~~ \$100 calendar year deductible for this benefit per person or family. Receipts exceeding ~~\$25~~ \$100 in a calendar year will be reimbursed as follows:

- 80% of eligible expenses under \$1,000 in a calendar year
- 100% of eligible expenses over \$1,000 in a calendar year
- 100% of eligible out-of-province/out-of-country emergency expenses.

The maximum lifetime amount payable per person is unlimited.

Note: If, in a calendar year, eligible expenses do not exceed the deductible, expenses during the last three (3) months of that year may be applied against the deductible for the next calendar year.

Eligible Expenses

Physiotherapists and Massage Practitioners - Fees of a member of the Association of Physiotherapists and Massage Practitioners of BC. The maximum of Massage Therapy benefit is one thousand dollars (\$1,000) per year per person.

Prescription Drugs - Cost of prescription drugs purchased from a licensed pharmacy. This benefit does not include drugs for contraceptive purposes, vitamin injections, food supplements, drugs which can be bought without a prescription, or drugs which have not been authorized for payment by the Director of the Pharmacare program.

In the administration of the extended health care plan, a prescription drug direct pay card will be provided to apply to pharmacies on-line with Pacific Blue Cross. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier.

Effective date to be agreed by the parties.

Vision Care - ~~\$225~~ 350* every 24 months.

APPENDIX 4 Long-Term Disability Insurance Plan

Long-Term Disability Insurance Plan

The HEABC and the Association agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. For all employees, the terms of this Plan are effective April 1st, 2000. Employees with a date of disability or injury that occurred prior to April 1st, 2000 shall continue to be covered by the terms of any plan that was in place at that date of disability or injury.

Long-Term Disability Plan

Section 1 – Eligibility

(a) Regular full-time and regular part-time employees shall, upon completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(b) *Seniority and Benefits* - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 20.5 of the Collective Agreement which reads:

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration.

Upon return to work following recovery, an employee who was on claim for less than ~~twenty-four (24)~~ nineteen (19) months shall continue in his/her former job; an employee who was on claim for more than ~~twenty-four (24)~~ nineteen (19) months shall return to an equivalent position, exercising his/her seniority rights if necessary, pursuant to Article 13.5 of the Collective Agreement.

Employees on long term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the Employer and claimant on a 50-50 basis. Employees to be permitted to enroll in some or all of the above plans. The employee's share of premiums for such coverage are to be paid in advance, on a monthly basis.

Group Life Insurance - Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

Superannuation - Employees on long-term disability who are enrolled in the Municipal Superannuation Plan or the Public Service Pension Plan pursuant to an Employer-specific Memorandum of Agreement shall be considered employees for the purpose of superannuation in accordance with the *Pension (Municipal) Act* or the *Pension (Public Service) Act*, as applicable.

Section 2 - Waiting Period and Benefits (Unchanged)

Section 3 - Total Disability Defined

- (a) Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the ~~first two (2) years~~ nineteen (19) months of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.
- (b)
 - (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
 - (2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.
 - (3) *Commitment to Rehabilitation*

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

- (i) can be expected to facilitate his/her return to his/her own job or other gainful occupation; and
- (ii) is recommended by HBT and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as he/she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first ~~two (2) years~~ nineteen (19) months of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, his/her Union) and HBT. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) *Rehabilitation Review Committee* (Unchanged)

(5) *Rehabilitation Benefit Incentive Provisions*

- (i) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
 - A. return to work on a gradual or part-time basis
 - B. engage in a physical rehabilitation activity; and/or
 - C. engage in a vocational retraining program

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- (ii) The intent of the provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase his/her monthly earnings above the LTD benefit amount. The objective of the Rehabilitation

Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

A. The employee who, upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) of the Appendix, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;

B. Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, ~~HLAA vacancies~~ and shall have the ability to bump under the Collective Agreement for positions that the employee is qualified and physically capable of performing; and,

Section 4 - Exclusions and Limitations (Unchanged)

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country;
- (b) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness.

Section 5 – Pre-existing Condition

Effective April 1, 2010 the following provision will apply to all Long Term Disability claimants.

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received.

This provision does not apply to employees hired prior to April 1, 2010.

Remainder of Appendix #4 Re-numbered

NEW MEMORANDUM OF AGREEMENT

Re: Benefits Joint Working Group

The parties agree to establish a Benefits Joint Working Group within sixty (60) days of ratification of the Collective Agreement which will include members of each party. Each party will be limited to six (6) representatives. The committee will meet on a regular basis and not less than once every month.

The Working Group will review the terms of the extended health and dental benefit plans under the Collective Agreement with a focus on identifying benefit plan changes that will improve the quality of benefits available to union members while reducing benefit cost growth. The Working Group's role is to consider a wide range of alternatives such as plan redesign, gain sharing opportunities, methods for reducing utilization and carrier alternatives.

The Working Group will have access to all relevant available data, subject to any legally required privacy restrictions, and must produce evidence-based recommendations to the CBA and HEABC.

Each party will pay its own expenses for participating in the Working Group.

The Working Group will submit a final report outlining recommendations to the CBA and HEABC by September 30, 2010.

HEALTH AND BENEFIT TRUST REFERENCES

Where the Collective Agreement references Health and Benefit Trust (HBT) as the carrier, the parties agree to replace the wording with "Health and Benefit Trust or another mutually agreed carrier."

When the Collective Agreement references the Health and Benefit Trust (HBT) as the provider, the parties agree to replace the wording with "Health and Benefit Trust or another provider."

NEW MEMORANDUM OF AGREEMENT

Re: Seniority

Pursuant to Article 7.4 (Policy Meetings), HEABC and the CBA agree to meet within 30 days of ratification to plan for standardization of seniority.

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

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

The Article 7.04 Policy group will develop available options by October 1, 2010.

MEMORANDA OF AGREEMENT TO CONTINUE UNLESS NO LONGER APPLICABLE

Information Appendix #4 – Health and Social Services Delivery Improvement Act

- Parties agree to delete Information Appendix #4, subject to implementing the changes set out in this appendix

Appendix 2 - Region

- Parties agree to delete as per Information Appendix #4.

Appendix 3 – Policy Dispute Resolution ESLA

- Parties agree to delete as per Information Appendix #4.

Memorandum of Agreement #1 – Early Intervention Program

- Parties agree to renew MOA

Memorandum of Agreement #2 – Joint Benefits Review Committee

- Replaced with Memorandum Of Agreement entitled Benefits Joint Working Group

Memorandum of Agreement #3 – One Time Payment

- Parties agree to delete

Letter of Agreement – Fiscal Dividend

- Parties agree to renew the LOA in recognition that the audited financial statement for the fiscal year 2009/2010 will not be published prior to the expiration of the current collective agreement. The renewal of this LOA does not result in the creation of any new or changed benefits or entitlements.

Memorandum of Agreement #4 – New Certifications

- Parties agree to renew MOA

Memorandum of Agreement #5 – Certain Existing Collective Agreement Provisions

- Parties agree to renew MOA

Memorandum of Agreement #6 – Certain Existing Collective Agreement Provisions (Seniority)

- Parties agree to renew MOA

Memorandum of Agreement #7 – Wage Protection and Standardization/Grandparenting

- Parties agree to renew MOA

Memorandum of Agreement #8 – Home Support Agencies Service Reduction

- Parties agree to delete MOA as per Information Appendix #4

Memorandum of Agreement #9 – Implementation of Article 15 for newly certified employers

- Parties agree to renew MOA

Memorandum of Agreement #10 – Live-in and Overnight Shifts

- Parties agree to renew MOA

Memorandum of Agreement #11 – Health Care Labour Adjustment Agency Funding

- Parties agree to delete MOA as per Information Appendix #4

Memorandum of Agreement #12 – Occupational Health and Safety for Health Care

- Parties agree to renew MOA

Memorandum of Agreement #13 – Prevention of Musculo-Skeletal-Injuries

- Parties agree to renew MOA

Memorandum of Agreement #14 – Prevention of work related Illnesses, Injuries and Disabilities

- Parties agree to renew MOA

Memorandum of Agreement #15 – Suspension of Drivers License

- Parties agree to renew MOA

Memorandum of Agreement #16 – Human Resource Staffing Strategies

- Parties agree to renew MOA

Memorandum of Agreement #17 – Employee and Family Assistance Programs

- Parties agree to renew MOA

Memorandum of Agreement #18 – Article 15 Sub-Committee

- Parties agree to renew MOA

Memorandum of Agreement #19 – Wage Status of CHWs Paid CHW II Rate

- Parties agree to renew MOA

Memorandum of Agreement #20 – Home Support Scheduling – Fixed Hour Positions – Pilot Projects

- Parties agree to renew MOA

Memorandum of Agreement #21 – Home Support Scheduling – Split Shifts and Reduced Hours Positions – Pilot Projects

- Parties agree to renew MOA

Memorandum of Agreement #22 – Employment Opportunities

- Renew based on revised MOA #22

Memorandum of Agreement #23 – Consequences of Contracting Out/Retendering by Health Authorities

- Renew based on revised MOA #23

Memorandum of Agreement #24 – Dovetailed Seniority List Options for Displaced Employees of Health Authorities

- Parties agree to renew MOA

Letter of Understanding - Non Standard Work Schedules

- Parties agree to renew LOU

Consequential Amendment as a result of the Bill 29 amendments

- Memorandum entitled “Contracting Out” to be added to the agreement
Section (a) of Appendix A Memorandum entitled “Consultation Contracting Out” to be added to the agreement.
- Memorandum entitled “Employee Options” to be added to the agreement (except for the retraining provision).

CONSEQUENTIAL AMENDMENTS AS A RESULT FO THE BILL 29 AMENDMENTS

MEMORANDUM OF AGREEMENT **Re: Article 13.16 - Contracting Out**

Notwithstanding Article 13.16, Health Sector Employers will have the option to contract out work carried out by members of the Community Bargaining Association bargaining unit including where it results in the layoff of members of the Community Bargaining Association bargaining unit.

This Memorandum of Agreement continues in force and effect until such time as HEABC and the Community Bargaining Association negotiate changes to it.

MEMORANDUM OF AGREEMENT **Re: Consultation - Contracting Out**

Health Sector Employers will engage in a consultation process as described below effective at least sixty (60) calendar days in advance of the issuance of a Request for Proposals ("RFP") or by issuance of an equivalent invitation to bid by a Health Sector Employer when it is considering contracting out that may result in the layoff of bargaining unit employees.

b) *Consultation Process - General:* In the sixty (60) calendar day period, the

Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed contracting out and/or the options for impacted employees. Health Sector Employers will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a Union.

Where a project involves services that impact a significant number of the worksites amalgamated within one (1) Health Authority, or a project that would impact on fifty (50) or more FTEs at an Affiliate Employer, HEABC and the Community Bargaining Association agree that the sixty (60) calendar day period will be changed to up to ninety (90) calendar days.

At the end of the sixty (60) or ninety (90) calendar day period as applicable, the Health Employer will have the discretion to proceed with contracting out.

c) *Consultation Process* - Two (2) or More Health Authorities: Where a project would apply to two (2) or more Health Authorities covered by the Community Subsector Collective Agreement, HEABC and the Community Bargaining Association agree to refer the project to a provincial level Alternate Service Delivery Committee jointly established by HEABC and the CBA. In this event the consultation process will begin ninety (90) days in advance of the issuance of an RFP by the Health Authorities or by issuance of an equivalent invitation to bid.

The Committee will be comprised of four (4) representatives appointed by the Community Bargaining Association and four (4) representatives appointed by HEABC. The Committee will have the ability to bring in a reasonable number of subject matter experts in the work performed and/or the proposed project.

HEABC and the Community Bargaining Association also agree that where a project impacts multiple Union Bargaining Associations, the Committee may, by mutual agreement, meet with other Union Bargaining Associations but the membership of the Committee will not include representatives from other Union Bargaining Associations.

The Committee will be the forum for the discussion of alternatives to the proposed contracting out and/or the options for impacted employees. The Health Authorities will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a Union.

HEABC and the Community Bargaining Association will each pay their own expenses for their respective Committee members. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.

At the end of the ninety (90) calendar day period, the Health Authorities will have the discretion to proceed with contracting out.

d) *Disclosure*: Health Employers will provide the Union with a detailed description of the proposed contracting out. Relevant information and supporting documents

on the proposed contracting out will be disclosed by the Health Employer to the Union to inform the discussions regarding alternatives and options for affected employees.

e) *Confidentiality*: Confidentiality will be needed until such time as the Employer is prepared to announce a decision.

HEABC and the Community Bargaining Association agree that the Union has the ability to discuss with impacted employees alternatives and options on a confidential basis.

HEABC and the community Bargaining Association agree that should any financial and/or proprietary information of the Employer and/or any potential third party contractor be disclosed, such information will remain confidential.

f) *Notification of CBA*. Once the Health Employer makes a decision under the process set out in this Memorandum of Agreement, the Community Bargaining Association will be notified of the decision in writing. If the Health Employer makes a decision to proceed with contracting out, the Parties agree that they will move to the process set out in the Memorandum of Agreement Re: Employee Options - Contracting Out.

g) *Application of Labour Relations Code*: HEABC and the Community Bargaining Association agree that the process described in this Memorandum of Agreement and the Memorandum of Agreement entitled "Employee Options - Contracting Out" establish the specific process of consultation and adjustment contemplated by Section 54 of the *Labour Relations Code* and satisfies the requirements of this Section of the *Labour Relations Code* for the purposes of contracting out that results in the layoff of members of the Community Bargaining Association bargaining unit.

MEMORANDUM OF AGREEMENT **Re: Employee Options – Contracting Out**

The parties agree as follows:

Part I - Employee Options

a) *Employment with the Contractor*: If a regular employee, who has been issued a displacement letter due to contracting out, is interested in being employed by the contractor, the Health Employer will facilitate the application process.

b) *Expanded Access to Regular On-Going Vacancies and Casual Lists*: A regular employee, who has been issued a displacement letter due to contracting out, who has not terminated and who has no bumping or vacancy options under the Community Subsector Collective Agreement at his/her

current Employer shall be entitled to apply for an unfilled regular on-going vacancy in accordance with Article 12.3 in any one of the six (6) Health Authorities.

Employees accessing these vacancies in the Health Sector in a location that is more than fifty (50) kilometres from his/her previous worksite and who chooses to relocate will be entitled to relocation expenses of five hundred dollars (\$500) for a move of up to two hundred and forty (240) kilometres and eight hundred dollars (\$800) for a move of beyond two hundred and forty (240) kilometres. Relocation expenses must be claimed from his/her former Employer within six (6) months of the start date of the regular position and must be supported by receipts'

or

Register for casual work under Article 29 on one casual list in any one (1) Health Authority worksite in the province in the classification he/she was displaced from provided the employee is qualified to perform and capable of performing the work.

A displaced regular employee who successfully posts into a regular ongoing vacancy or registers for casual employment prior to the expiry of his/her recall period under the process in this Memorandum of Agreement shall have eligibility periods waived for health and welfare benefits as follows:

A displaced regular employee who successfully posts into a regular ongoing vacancy will be entitled to coverage under the Medical, Dental and Extended Health Plans effective the first day of the month following appointment to the position.

A displaced regular employee who registers for casual employment shall be governed by Article 29.7 but will have the option to enroll in the health and welfare plans as per Article 29.9(a) without having to work one hundred and eighty (180) hours.

c) Re-employment with Previous Health Sector Employer. A regular employee laid off as a result of contracting out who successfully applies on a posting for a regular on-going position at his/her previous Health Sector Employer within one (1) year from the effective date of the end of the recall period will have his/her previous Health Sector service and seniority restored. This provision will not apply to an employee who has ported benefits to another Health Sector Employer within one (1) year from the effective date of the end of the recall period.

d) Re-training Fund: A re-training fund will be established to facilitate access to retraining for a job in areas of need in the Community Subsector.

Re-training or other mitigation options (ERIP/VDP/Enhanced Severance

as referenced in Section 5.1 of the Settlement Agreement) for employees laid off due to contracting out in the future - funding amounts to be determined.

Individuals previously laid off due to contracting out - funding amounts to be determined. Individuals previously laid off due to contracting out who are interested in re-training must receive an allocation from the re-training fund by December 31, 2008.

After that date, remaining funds shall be made available to all employees to be re-trained in areas of need in accordance with the terms determined by the joint committee. Individuals previously laid off due to contracting out who are re-trained and who are not already in the Health Sector and who apply for a regular on-going vacancy with any Health Sector Employer are considered an external applicant under Article 12.3 of the Community Subsector Collective Agreement.

e) Subject only to the variations specified in this Memorandum of Agreement, the Community Subsector Collective Agreement will apply and prevail.

f) This Memorandum of Agreement is effective from April 1, 2006.

Part 2 - Re-Training Committee

A joint Re-training Committee will be established comprised of three (3) representatives appointed by the Community Bargaining Association and three (3) representatives appointed by HEABC. The principles governing the Committee's decisions and the application of the re-training funds are:

a) Re-training must be for an area of need in the Community Subsector as determined and approved by the Employer.

b) An employee must be qualified and capable before being able to bid on vacancy upon completion of any re-training.

c) The funds shall cover the cost of the course and, where appropriate, a reasonable stipend for current employees in the Health Sector to assist with living expenses while enrolled in the course. The joint committee will determine the value and application of the stipend.

d) During the re-training period, the employee will be placed on a casual list at his/her current Health Sector Employer and: (a) can access work during the retraining period if the employee is qualified; or (b) if not qualified, is deemed unavailable until the re-training is concluded.

e) The Committee may discuss retraining for areas of need in the Facilities Subsector.

f) A re-trained employee commits to stay in the Health Sector upon conclusion of re-training and posting into a vacancy. Failure to stay in the Health Sector for a period of three (3) times the length of the re-training period results in a prorated share of reimbursing the Fund for the cost of the re-training and, where applicable, the stipend payments.

g) Should no regular on-going vacancy be available, a re-trained employee must register on one casual list in any one (1) of the six (6) Health Authorities across the province upon completion of training to facilitate access to a regular on-going vacancy. The casual list must be for an occupation in which the employee received re-training.

The employee will retain the ability to access portable benefits and have seniority restored for six (6) months following the completion of the retraining if the employee is successful in posting into a regular on-going vacancy.

h) HEABC and the Community Bargaining Association will work with public postsecondary institutions to maximize the training opportunities for the employee and the Employer.

i) The Re-Training Committee will also be responsible for allocating payments from the Fund for ERIP, VDP, or Enhanced Severance as referenced in Section 5.1 of the Settlement Agreement to employees impacted by contracting out. Prior to making any allocations available for ERIP/VDP, the Re-Training Committee will give due consideration to the priority that the Parties place on making funds available for re-training.

Part 3-Other Options

The following options are available for consideration by the Employer at its discretion:

a) Early Retirement Incentives and/or Voluntary Departure Incentives. If such incentives are made available to employees impacted by contracting out, such incentives will only be granted where vacancies would be created by the departing employee(s) which would be filled by other employees who would otherwise be laid off due to contracting out. Such incentives will be provided only to the extent that the Re-Training Committee provides financial support from its Fund.

b) Other options for labour adjustment suggested by the Union, including voluntary recognition of the Union.

LETTER OF UNDERSTANDING **Re: Wage Re-opener**

The collective agreement being negotiated is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

HEABC agrees to provide a letter to the Community Bargaining Association stating that in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Community Bargaining Association collective agreement arising from the current collective bargaining, the bargaining association will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the Collective Agreement.

REMAINDER MONEY

The Parties agree to strike a joint committee thirty (30) days prior to expiry of the Collective Agreement to allocate a cumulative sum of \$19,455 available from efficiencies achieved through collective agreement changes between April 1, 2010 and March 31, 2012. This expenditure must be consistent with government's fiscal guidelines.