

**2006-2010**  
**Health Services & Support**  
**Facilities Subsector**  
**Collective Agreement**

*Between*

**Association of Unions**  
(HEU, BCGEU, IUOE, CSWU,  
IBEW, USWA, BCNU, UBCJA,  
UAJAP&P, IUPAT)

*And*

**H E A B C**

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Health Employers  
Association of BC

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Health Employers  
Association of BC

*Without Prejudice  
Errors & Omissions  
Excepted*

Subsequent to the ratification of the 2001-2004 Facilities Subsector Collective Agreement, the *Health and Social Services Delivery Improvement Act* (the “*Act*”) and the *Health Sector Labour Adjustment Regulation* (the “*Regulation*”) were enacted.

The *Act* was passed and became effective on January 28, 2002. The *Regulation* was enabled and became effective on March 1, 2002.

The *Act* and *Regulation* render certain provisions of this Collective Agreement void and provide for certain rights and obligations different from those set out in this Collective Agreement. Those provisions which are impacted by the *Act* and *Regulation* are identified by shading.

Identification of or non-identification of any provision in this Agreement with shading is without prejudice to any position that HEABC or the Facilities Bargaining Association may take in any forum regarding the impact of the *Act* and *Regulation* on this Agreement.

# Table of Contents

	Page
<b>ARTICLE 1 - PREAMBLE</b>	1
1.01 Preamble	1
1.02 Variations	2
<b>ARTICLE 2 - DEFINITIONS</b>	2
2.01 Definition of Employee Status	2
2.02 Practical Nurse	3
2.03 Common-Law Spouse	3
2.04 Employer	3
<b>ARTICLE 3 - GENERAL CONDITIONS</b>	3
3.01 Effective and Terminating Dates	3
3.02 Labour Code	3
3.03 Future Legislation	4
3.04 Article Headings	4
<b>ARTICLE 4 - NO DISCRIMINATION</b>	4
4.01 No Discrimination	4
4.02 Harassment	4
4.03 Complaints Investigation	5
<b>ARTICLE 5 - UNION RECOGNITION AND RIGHTS</b>	5
5.01 Sole Bargaining Agency	5
5.02 Union Shop	5
5.03 Union Check Off	6
5.04 Induction	7
5.05 Shop Stewards	7
5.06 Badges and Insignia	8
5.07 Bulletin Boards	8
5.08 Legal Picket Lines	8
5.09 Union Advised of Changes	8
5.10 Notice of Union Representative Visits	8
5.11 Union/Management Committee	8
<b>ARTICLE 6 - MANAGEMENT RIGHTS</b>	9
6.01 Management Rights	9
6.02 Medical Examination, Vaccination and Inoculation	9
<b>ARTICLE 7 - EMPLOYER PROPERTY</b>	9
7.01 Return of Employer Property on Termination	9
7.02 Employer to Repair or Indemnify	9
7.03 Reimbursement of Legal Fees	9
7.04 Employer to Continue to Supply Tools	9
7.05 Uniforms	10
7.05.01 Uniforms	10
7.05.02 Joint Committee on Uniforms	10
7.05.03 Uniform Allowance	10
<b>ARTICLE 8 - UNION/MANAGEMENT COMMITTEE</b>	10
8.01 Committee on Labour Relations	10
8.02 Union Committee	10
8.03 Union/Management Meetings	11
8.04 Committee Meetings	11

<b>ARTICLE 9 - GRIEVANCE PROCEDURE</b>	11
9.01 Union Representation	11
9.02 Grievance Investigations	11
9.03 Right to Grieve Disciplinary Action	12
9.03.01 Disciplinary Action Grievable	12
9.03.02 Employee Notified of File Documentation	12
9.03.03 Removal of Disciplinary Documents	12
9.03.04 Introduction of Evidence at Hearing	12
9.04 Grievance Procedure	12
9.04.01 Preamble	12
9.04.02 Step One	13
9.04.03 Step Two	13
9.04.04 Step Three	13
9.04.05 Canada Post	14
9.05 Policy Grievance	14
9.06 Dismissal/Suspension for Alleged Cause	14
9.07 Reinstatement of Employees	14
9.08 Technical Objections to Grievances	14
9.09 Industry Troubleshooter	14
9.09.01 Issues Referred to Troubleshooter	14
9.09.02 Roster	15
9.09.03 Roles/Responsibilities of Troubleshooter	15
9.09.04 Agreed to Statement of Facts	15
<b>ARTICLE 10 - EXPEDITED ARBITRATION</b>	15
10.01 Roster	15
10.02 Expedited Arbitrations	16
10.02.01 Issues for Expedited Arbitration	16
10.02.02 Expedited Schedule	16
10.02.03 Location of Hearing	16
10.02.04 Process	16
10.02.05 Agreed to Statement of Facts	16
10.02.06 Procedure	16
10.02.07 Mediation Assistance	17
10.02.08 Issuance of Report	17
10.02.09 Status of Report	17
10.02.10 Fees	17
10.02.11 Authority of Arbitrator	17
10.02.12 Quarterly Review	17
<b>ARTICLE 11 - ARBITRATION</b>	17
11.01 Composition of Board	17
11.02 Dismissal/Suspension	18
11.03 Authority of Arbitration Board	19
11.04 Time Limit for Decision of Arbitration Board	19
11.05 Employee Called as a Witness	19
11.06 Arbitration Board Hearings	20
11.07 Expenses of Arbitration Board	20
11.08 Reinstatement of Employees	20

<b>ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES</b>	20
12.01 Evaluation Reports	20
12.02 Personnel File	21
<b>ARTICLE 13 - PROBATIONARY PERIOD</b>	21
<b>ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE</b>	21
14.01 Selection Criteria	21
14.02 Qualifying Period	21
14.03 Temporary Promotion or Transfer	22
14.04 Relieving in Higher and Lower-Rated Positions	22
14.05 Promotions	23
14.06 Transfers	23
14.07 Demotions	23
14.08 Re-employment After Retirement	24
14.09 Re-employment After Voluntary Termination or Dismissal for Cause	24
14.10 Supervisory or Military Service	24
14.11 Seniority Dates	24
14.12 Portability	24
14.12.01 Probation	24
14.12.02 Portable Benefits	25
14.13 Previous Experience	25
14.14 More Favourable Rate or Condition	25
14.15 Part-Time Employees	25
14.15.01 Qualifying Period	25
14.15.02 Increment Progression	26
14.15.03 Seniority	26
<b>ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS</b>	26
<b>ARTICLE 16 - JOB POSTINGS AND APPLICATIONS</b>	26
16.01 Job Postings and Applications	26
16.02 Change to Start and Stop Times, Days Off and Department	27
16.03 Job Posting Process and Regional Postings	28
16.04 Placement Process	29
16.05 Special Project Vacancies	29
16.06 Applications from Absent Employees	30
16.07 Temporary Appointments	30
16.08 Notice to Union	30
16.09 Notice of Successful Applicant	30
16.10 Grievance Investigation	30
16.11 Float Positions	30
<b>ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES/</b>	
<b>EMPLOYMENT SECURITY AGREEMENT</b>	31
17.01 Technological Change	31
17.01.01 Preamble	31
17.01.02 Employment Security	31

17.02	17.01.03 Enhanced Consultation . . . . .	31
	Joint Health Care Reform/Labour Adjustment Committee . . . . .	32
17.03	Job Training . . . . .	32
17.04	Process - Reduction and Restructuring . . . . .	32
17.05	Definition of Displacement . . . . .	33
17.06	Bumping (Effective <u>May 1, 2006</u> ) . . . . .	33
17.07	Notice of Displacement . . . . .	35
17.08	Layoff Notice . . . . .	35
17.09	Employment Security . . . . .	35
17.10	Interim Solutions . . . . .	36
17.11	Transfers and Closures . . . . .	36
17.12	Contracting Out . . . . .	37
17.13	Labour Relations Code . . . . .	37
<b>ARTICLE 18 -</b>	<b>TERMINATION OF EMPLOYMENT</b> . . . .	37
18.01	Employer's Notice of Termination . . . . .	37
18.02	Employee's Notice of Termination . . . . .	37
18.03	Employment Abandoned . . . . .	38
<b>ARTICLE 19 -</b>	<b>SCHEDULING PROVISIONS</b> . . . . .	38
19.01	Scheduling Provisions . . . . .	38
19.02	Unusual Job Requirements of Short Duration . . . .	39
<b>ARTICLE 20 -</b>	<b>HOURS OF WORK</b> . . . . .	39
20.01	Continuous Operation . . . . .	39
20.02	Hours of Work . . . . .	39
20.03	Rest and Meal Periods . . . . .	41
20.04	Split Shifts . . . . .	41
20.05	Part Time Employees . . . . .	41
20.06	Daylight Savings Time Change . . . . .	41
<b>ARTICLE 21 -</b>	<b>OVERTIME</b> . . . . .	41
<b>ARTICLE 22 -</b>	<b>SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS</b> . . . . .	43
<b>ARTICLE 23 -</b>	<b>CALL BACK</b> . . . . .	44
<b>ARTICLE 24 -</b>	<b>CALL-IN - STATUTORY REQUIREMENT</b> . . . . .	45
<b>ARTICLE 25 -</b>	<b>ON-CALL DIFFERENTIAL</b> . . . . .	45
<b>ARTICLE 26 -</b>	<b>TRANSPORTATION ALLOWANCE</b> . . . . .	45
<b>ARTICLE 27 -</b>	<b>STATUTORY HOLIDAYS</b> . . . . .	46
27.01	Statutory Holidays . . . . .	46
27.02	Super Stats . . . . .	46
27.10	Part-Time Employees . . . . .	47
<b>ARTICLE 28 -</b>	<b>VACATIONS</b> . . . . .	48
28.01	Vacation Entitlement . . . . .	48
28.02	Supplementary Vacations . . . . .	49
28.03	Vacation Period . . . . .	50
28.04	Splitting of Vacation Periods . . . . .	50
28.05	Vacation Pay . . . . .	50
28.06	Vacations Non-Accumulative . . . . .	50
28.07	Vacation Entitlement Upon Dismissal . . . . .	51
28.08	Reinstatement of Vacation Days - Sick Leave . . . .	51
28.10	Part-Time Employees . . . . .	51

<b>ARTICLE 29 - COMPASSIONATE LEAVE</b> .....	51
<b>ARTICLE 30 - SPECIAL LEAVE</b> .....	52
30.02      Part-time Employees .....	53
<b>ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY</b> ..	53
31.04 <u>Leave - Workers' Compensation</u> .....	54
31.11      Cash Pay-Out of Unused Sick Leave Credits .....	56
31.12      Other Claims .....	56
31.13      Part-Time Employees .....	57
<b>ARTICLE 32 - EDUCATIONAL LEAVE</b> .....	57
32.01      Employer Requested Leave .....	57
32.02      In-Service Education .....	57
32.03      Employee Requested Long Term Leave .....	57
32.04      Paid Education Leave .....	58
<b>ARTICLE 33 - JURY DUTY</b> .....	58
<b>ARTICLE 34 - LEAVE - UNPAID</b> .....	59
34.01      Unpaid Leave .....	59
34.02      Unpaid Leave - After Three Years .....	59
34.03      Unpaid Leave - Affecting Seniority and Benefits ..	59
34.04      Unpaid Leave - Union Business .....	59
34.05      Unpaid Leave - Public Office .....	60
<b>ARTICLE 35 - MATERNITY AND PARENTAL LEAVE</b> ...	61
35.01      Maternity Leave .....	61
35.02      Maternity Leave Allowance .....	61
35.03      Parental Leave .....	62
35.04      Parental Leave Allowance .....	62
35.05      Benefits Continuation .....	63
35.06      Deemed Resignation .....	63
35.07      Entitlements Upon Return to Work .....	63
35.08      Maternity and/or Parental Leave Allowance .....	64
<b>ARTICLE 36 - ADOPTION LEAVE</b> .....	64
<b>ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY</b> ..	64
37.01      Occupational Health and Safety Committee .....	64
37.02      Aggressive Patients/Residents .....	66
37.03      Vaccination and Inoculation .....	66
37.04      Video Display Terminals .....	67
37.05      Transportation of Accident Victims .....	67
37.06      Working Alone or in Isolation .....	67
37.07      Employee Workload .....	67
<b>ARTICLE 38 - HEALTH CARE PLANS</b> .....	67
38.01      Medical Plan .....	68
38.02      Dental Plan .....	68
38.03      Extended Health Care Plan .....	68
<b>ARTICLE 39 - LONG-TERM DISABILITY INSURANCE</b> <b>PLAN</b> .....	69
<b>ARTICLE 40 - GROUP LIFE INSURANCE</b> .....	69
<b>ARTICLE 41 - MUNICIPAL PENSION PLAN</b> .....	69
41.01      Municipal Pension Plan .....	69
<b>ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE</b> ..	70
<b>ARTICLE 43 - SEVERANCE ALLOWANCE</b> .....	70

43.01	Employees Who Qualify Defined .....	70
43.02	Definition of Service Related to Calculation of Severance Allowance Monies .....	71
43.03	Calculation of Severance Allowance Monies .....	72
<b>ARTICLE 44</b>	<b>- VOLUNTEERS .....</b>	<b>73</b>
<b>ARTICLE 45</b>	<b>- CHILD CARE .....</b>	<b>73</b>
<b>ARTICLE 46</b>	<b>- MORGUE SERVICE .....</b>	<b>73</b>
<b>ARTICLE 47</b>	<b>- PRINTING OF THE AGREEMENT .....</b>	<b>73</b>
<b>ARTICLE 48</b>	<b>- WAGE SCHEDULES, ATTACHMENTS AND ADDENDA .....</b>	<b>74</b>
48.03	Wage Schedule .....	74
48.04	General Wage Adjustments .....	74
48.05	Increments .....	75
48.06	Pay Days .....	75
48.07	Effective Date of Wages and Benefits .....	76
<b>ARTICLE 49</b>	<b>- PAY EQUITY .....</b>	<b>78</b>
	Principles .....	78
	General .....	79
	Interim Pay Equity Adjustments .....	79
	Job Value Comparison Plan .....	80
	Disputes Pay Equity Arbitrator .....	81
	Framework of Job Evaluation Factors .....	82
	Ongoing Pay Equity Implementation Review Process .....	83
<b>ADDENDUM</b>	.....	84
	Group Life Insurance Plan	
<b>ADDENDUM</b>	.....	85
	Long-term Disability Insurance Plans	
<b>ADDENDUM</b>	.....	101
	Casual Employees	
<b>ADDENDUM</b>	.....	108
	Maintenance Agreement and Classification Manual	
	Maintenance Agreement .....	108
	Classification Manual .....	115
<b>ADDENDUM</b>	.....	122
	Report and Recommendations of Industrial Inquiry Commissioner	
	Introduction .....	123
	History of the Dispute .....	126
	An Overview of the Ever-Changing Health Care Environment .....	127
	Recommendations .....	132
	Schedule One to the Report and Recommendations of Industrial Inquiry	
	Commissioner V.L. Ready Dated May, 1996 ....	151
	Employment Security and Labour Force Adjustment Agreement (ESLA) .....	151
	25 Clarifications .....	157

Region .....	162
When and to Whom is a Comparable Job Offer Issued? .....	163
Generally Comparable .....	167
Policy Dispute Resolution Process - Employment Security and Labour Force Adjustment Agreement .....	167
Dispute Resolution Process .....	168
Employment Security and Labour Force Adjustment Agreement - ESLA .....	168
Section 8 - ESLA Job Sharing .....	169
Memorandum of Understanding Re: Joint Health Care Reform Committees .....	172
General .....	172
<b>MEMORANDUM OF UNDERSTANDING</b> .....	174
Re: Report of the Royal Commission on Health Care and Costs - Education and Training of Employees	
<b>LETTER OF INTENT</b> .....	175
Re: Workload and Safety in the Workplace	
<b>ADDENDUM</b> .....	177
Return to Work Programs	
<b>MEMORANDUM OF AGREEMENT</b> .....	180
Re: Return to Work Committee	
<b>MEMORANDUM OF AGREEMENT</b> .....	181
Re: LTD Claimants Governed by Plans Other Than the Former HEU Master	
<b>MEMORANDUM OF AGREEMENT</b> .....	182
Re: Employer Specific Variations and Attachments	
<b>MEMORANDUM OF AGREEMENT</b> .....	183
Re: Direct Care Staff Positions/Upgrading	
<b>LETTER OF INTENT</b> .....	184
Re: Improvement to LTD Benefits	
<b>MEMORANDUM OF AGREEMENT</b> .....	185
Re: <u>Trades Apprenticeship Training in Health Care</u>	
<b>MEMORANDUM OF UNDERSTANDING</b> .....	188
Re: Isolation Allowance	
<b>MEMORANDUM OF UNDERSTANDING</b> .....	190
Re: Schedules with Work Days Greater than 7.5 Hours and Up To and Including 8 Hours per Day	
<b>MEMORANDUM OF UNDERSTANDING</b> .....	197
Re: Manual Lifting	
<b>MEMORANDUM OF UNDERSTANDING</b> .....	198
Re: Local Discussions Regarding Nursing Shortage Solutions	
<b>MEMORANDUM OF UNDERSTANDING</b> .....	199
Re: Benefits During the LTD Waiting Period	

<b>MEMORANDUM OF UNDERSTANDING</b> .....	200
Re: Standardization of Non-Monetary Provisions to New Certifications	
<b>LETTER</b> .....	201
Re: Termination of Health and Welfare Benefits	
<b>LETTER OF UNDERSTANDING</b> .....	202
Re: Contracting Out	
<b>LETTER OF UNDERSTANDING</b> .....	205
Re: Healthcare Labour Adjustment Agency Funding	
<b>LETTER OF INTENT</b> .....	207
Re: Classification - Benchmarks	
<b>LETTER OF INTENT</b> .....	208
Re: Clerical Benchmark Series	
<b>LETTER OF INTENT</b> .....	209
Re: <u>Benchmark Series Review</u>	
<b>ADDENDUM</b> .....	210
Laundry Worker Benchmark Review	
<b>LETTER OF UNDERSTANDING</b> .....	211
Re: Programmer Analysts	
<b>LETTER OF UNDERSTANDING</b> .....	212
Re: Scheduling for Union Activity	
<b>LETTER OF INTENT</b> .....	213
Re: LTD Plan's Rehabilitation Provision	
<b>MEMORANDUM OF AGREEMENT</b> .....	214
Re: <u>Occupational Health and Safety Agency</u> <u>for Healthcare</u>	
<b>LETTER</b> .....	215
Re: Article 17.06 Bumping	
<b>MEMORANDUM OF AGREEMENT</b> .....	216
Re: <u>Implementation of a Premium to Address</u> <u>Recruitment/Retention Concerns</u>	
<b>MEMORANDUM OF AGREEMENT</b> .....	219
Re: <u>One-Time Payment – 2006-2010 Facilities</u> <u>Subsector Collective Agreement</u>	
<b>MEMORANDUM OF AGREEMENT</b> .....	223
Re: <u>Professional Responsibility for Licensed</u> <u>Practical Nurses</u>	
<b>MEMORANDUM OF AGREEMENT</b> .....	225
Re: <u>Shift Scheduling and Rotation for LPN's</u> <u>and Care Aides</u>	
<b>LETTER OF AGREEMENT</b> .....	226
Re: Article 30 – Special Leave	
<b>MEMORANDUM OF AGREEMENT</b> .....	227
Re: <u>Early Intervention Program</u>	
<b>MEMORANDUM OF AGREEMENT</b> .....	230
Re: <u>Workload</u>	

<b><u>MEMORANDUM OF AGREEMENT</u></b> .....	232
Re: <u>Employees Laid Off Due to Contracting Out</u> <u>or Due to the Application of the <i>Health Sector</i></u> <u><i>Partnerships Agreement Act</i></u>	
<b><u>MEMORANDUM OF AGREEMENT</u></b> .....	235
Re: <u>Employees Laid Off Due to Contracting Out</u> <u>or Due to the Application of the <i>Health Sector</i></u> <u><i>Partnerships Agreement Act</i></u>	
<b><u>LETTER</u></b> .....	237
Re: <u>Article 19.01 (a)(iii)</u>	
<b><u>TRANSFER AGREEMENT</u></b> .....	238
<b><u>FACILITIES PARTY TO THE COLLECTIVE</u></b> <b><u>AGREEMENT</u></b> .....	240
<b>WAGE SCHEDULES • Schedule A - Benchmarks</b> .....	252
<b>WAGE SCHEDULES • Schedule B - Rate Levels</b> .....	261
<u>April 1, 2006</u> .....	261
<u>April 1, 2007</u> .....	263
<u>April 1, 2008</u> .....	265
<u>April 1, 2009</u> .....	267
<b>WAGE SCHEDULES • Schedule B - Rate Levels</b> .....	269
<u>April 1, 2006 – Market Adjustment Schedule</u> .....	269
<u>April 1, 2007 – Market Adjustment Schedule</u> .....	271
<u>April 1, 2008 – Market Adjustment Schedule</u> .....	273
<u>April 1, 2009 – Market Adjustment Schedule</u> .....	275
<b>WAGE SCHEDULES • Schedule B - Rate Levels</b> .....	277
<u>April 1, 2006 – Special Adjustment Schedule</u> .....	277
<u>April 1, 2007 – Special Adjustment Schedule</u> .....	278
<u>April 1, 2008 – Special Adjustment Schedule</u> .....	279
<u>April 1, 2009 – Special Adjustment Schedule</u> .....	280
<b>SIGNATURES FOR THE ASSOCIATION OF UNIONS</b> ..	281
<b>SIGNATURES FOR THE EMPLOYER (HEABC)</b> .....	283
<b>APPENDIX #1</b> .....	284
Information - Extended Health Care Plan	
<b>APPENDIX #2</b> .....	289
Information - Extended Health Care Dental Plan	
<b>SUBJECT INDEX</b> .....	293

# MEMORANDUM OF AGREEMENT

## BETWEEN:

**HEALTH EMPLOYERS ASSOCIATION**, an Employers' organization accredited by the Labour Relations Board of the Province of British Columbia authorized to bargain collectively and bind by Collective Agreement the Employers attached hereto which forms part of this Agreement and those members of the Health Employers Association added from time to time to this Agreement by the mutual consent of the Health Employers Association and the Association of Unions.

## AND:

ASSOCIATION OF UNIONS, (Represented by the Hospital Employees' Union, British Columbia Government and Service Employees' Union, the International Union of Operating Engineers, the Construction and Specialized Workers' Union Local 1611, the International Brotherhood of Electrical Workers Local No. 230, the United Steelworkers of America Local 9705, the British Columbia Nurses' Union, the United Brotherhood of Carpenters and Joiners of America Local No. 1598, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local No. 324, the International Union of Painters and Allied Trades Local No. 138) representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.

## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Association is made up of trade unions formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and inten-

tion of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Association has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

## **1.02 Variations**

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Definition of Employee Status**

#### **(a) Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

#### **(b) Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

#### **(c) Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

#### **(d) Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status,

such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

## **2.02 Practical Nurse**

A Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and/or holds a valid British Columbia Practical Nurse License.

## **2.03 Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

Article 29 - Compassionate Leave

Article 30 - Special Leave

Article 38.01 - Medical Plan

Article 38.02 - Dental Plan

Article 38.03 - Extended Health Care Plan

## **2.04 Employer**

“Employer” means the corporation, society, person(s), organization, facility, agency or centre (represented by the Health Employers Association of B.C.) as listed in the appendix attached to the consolidated certifications issued by the Labour Relations Board to the Facilities Subsector Unions.

# **ARTICLE 3 - GENERAL CONDITIONS**

## **3.01 Effective and Terminating Dates**

The Collective Agreement shall be effective from April 1, 2006, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2010, and from year to year thereafter unless terminated by either party on written notice served during the month of December, 2009.

## **3.02 Labour Code**

It is agreed that the operation of Subsection 2 of Section 50 of

the *Labour Relations Code of British Columbia* is excluded from this Agreement.

### **3.03 Future Legislation**

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Association shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

### **3.04 Article Headings**

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

This Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to substantive meaning.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer and the Association subscribe to the principles of the *Human Rights Code of British Columbia* (RSBC 1996, Chapter 210).

### **4.02 Harassment**

The Association and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

The Employer and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

#### **4.03 Complaints Investigation**

An employee who complains of harassment under the provisions of the *Human Rights Code of British Columbia* may refer the complaint to either one or other of the following processes:

- (a) where the complaint pertains to the conduct of an employee within the Association's bargaining unit it shall be referred to Ms. H. Jansen (Complaints Investigator); or
- (b) where the complaint pertains to the conduct of a person not in the Association's bargaining unit it shall be referred to Ms. G. Brodsky or Ms. J. Bischoff.

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall,

- (i) investigate the complaint;
- (ii) determine the nature of the complaint; and
- (iii) make written recommendations to resolve the complaint.

### **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

#### **5.01 Sole Bargaining Agency**

The Employer recognizes the Association as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

#### **5.02 Union Shop**

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not members of the Union prior to January 1, 1974 shall have the option of:

- (a) applying for membership in the Union which membership they shall maintain, or
- (b) not applying for membership in the Union, but as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under Article 5.02.

All other employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 9.04 - Grievance Procedure

Article 9.06 - Dismissal/Suspension for Alleged Cause

Article 18.01 - Employer's Notice of Termination

### **5.03 Union Check-Off**

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the members of the Association by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Canada Revenue Agency for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March

1st of the year following each taxation year.

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.

#### **5.04 Induction**

The Secretary-Treasurer or the Senior Union Official shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer or the Senior Union Official of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

#### **5.05 Shop Stewards**

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or

Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.

- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where her/his absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

#### **5.06 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

#### **5.07 Bulletin Boards**

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

#### **5.08 Legal Picket Lines**

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

#### **5.09 Union Advised of Changes**

The Senior Union Official shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

#### **5.10 Notice of Union Representative Visits**

The Union shall provide reasonable notice to the Employer when the Senior Union Official or her/his designated representative intends to visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

#### **5.11 Union/Management Committee**

Employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.01 Management Rights**

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

### **6.02 Medical Examination, Vaccination and Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. (See also Article 37.03).

## **ARTICLE 7 - EMPLOYER PROPERTY**

### **7.01 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

### **7.02 Employer to Repair or Indemnify**

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient/resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

### **7.03 Reimbursement of Legal Fees**

Where an employee is charged with an offence resulting directly from the proper performance of her/his duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

### **7.04 Employer to Continue to Supply Tools**

All Employers currently supplying tools to employees shall con-

tinue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

## **7.05 Uniforms**

### **7.05.01 Uniforms**

The Employer shall supply and maintain uniforms for employees who are required to wear same.

### **7.05.02 Joint Committee on Uniforms**

The Employer and the Union shall establish and maintain a Joint Committee for the purpose of regulating uniforms.

The Joint Committee shall have equal representation appointed by the Union and appointed by the Employer.

The Joint Committee shall meet regularly by mutual agreement.

The Employer shall continue to pay the employees regular wages for time spent at meetings of the Joint Committee which take place during the regular scheduled hours of work.

### **7.05.03 Uniform Allowance**

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs involving the direct care of patients/residents, then a clothing/maintenance allowance of ten dollars (\$10.00) per bi-weekly pay period shall be paid.

This allowance does not apply to non-patient/non-resident areas.

## **ARTICLE 8 - UNION/MANAGEMENT COMMITTEE**

### **8.01 Committee on Labour Relations**

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

### **8.02 Union Committee**

The Union shall appoint and maintain a Committee comprising

persons who are employees of the Employer, and/or the Senior Union Official, or her/his representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

### **8.03 Union/Management Meetings**

The Union Committee and the Senior Union Official of the Union, or her/his representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 9.04.

### **8.04 Committee Meetings**

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or her/his representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.04.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave her/his work without obtaining the permission of her/his immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

### **9.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance

ance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

## **9.03 Right to Grieve Disciplinary Action**

### **9.03.01 Disciplinary Action Grievable**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

### **9.03.02 Employee Notified of File Documentation**

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her/his personnel record.

### **9.03.03 Removal of Disciplinary Documents**

- (i) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (ii) In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

### **9.03.04 Introduction of Evidence at Hearing**

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

## **9.04 Grievance Procedure**

### **9.04.01 Preamble**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, her/his grievance shall be settled as follows:

#### **9.04.02 Step One:**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with her/his immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

#### **9.04.03 Step Two:**

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:

#### **9.04.04 Step Three:**

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days.

#### **9.04.05 Canada Post**

Canada Post strike/lockout will not affect grievance time limits.

#### **9.05 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, her/his designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

#### **9.06 Dismissal/Suspension for Alleged Cause**

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

#### **9.07 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

#### **9.08 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

#### **9.09 Industry Troubleshooter**

##### **9.09.01 Issues Referred to Troubleshooter**

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, such difference may be referred to an Industry Troubleshooter.

#### **9.09.02 Roster**

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

H.A. Hope, Q.C.

J. McEwen

J. Korbin

V.L. Ready.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

#### **9.09.03 Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

#### **9.09.04 Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

### **ARTICLE 10 - EXPEDITED ARBITRATION**

#### **10.01 Roster**

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

1. J. Gordon
2. H.A. Hope, Q.C.
3. D. Munroe, Q.C.
4. J. McEwen
5. J. Korbin
6. V.L. Ready

## **10.02 Expedited Arbitrations**

### **10.02.01 Issues for Expedited Arbitration**

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

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

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

### **10.02.02 Expedited Schedule**

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

### **10.02.03 Location of Hearing**

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

### **10.02.04 Process**

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

### **10.02.05 Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

### **10.02.06 Procedure**

All presentations are to be short and concise and are to include

a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

#### **10.02.07 Mediation Assistance**

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

#### **10.02.08 Issuance of Report**

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

#### **10.02.09 Status of Report**

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

#### **10.02.10 Fees**

The parties shall equally share the costs of the fees and expenses of the arbitrator.

#### **10.02.11 Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

#### **10.02.12 Quarterly Review**

A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

### **ARTICLE 11 - ARBITRATION**

#### **11.01 Composition of Board**

Should the Committee on Labour Relations, the Union

Committee, and the senior official of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Relations Code of British Columbia*.

One (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union, and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis under the provisions of Article 11.

A list shall be maintained by HEABC and the Union from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below. The rotation shall be administered on an industry basis without regard to the facility in which the grievance originates:

1. D.R. Munroe, Q.C.
2. J. Gordon
3. J. Korbin
4. D. McPhillips
5. J. McEwen
6. H.A. Hope, Q.C.
7. J.E. Dorsey
8. V.L. Ready

The parties, by mutual agreement, may amend the list of arbitrators at any time.

The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

#### **11.02 Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such griev-

ance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

1. J. Gordon
2. J.E. Dorsey
3. H.A. Hope, Q.C.
4. J. Korbin
5. J. McEwen
6. D.C. McPhillips
7. D.R. Munroe, Q.C.
8. V.L. Ready

The arbitrator shall schedule a hearing within seven (7) calendar days of her/his appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code of B.C.* shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

### **11.03 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

### **11.04 Time Limit for Decision of Arbitration Board**

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

### **11.05 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where

operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

### **11.06 Arbitration Board Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

### **11.07 Expenses of Arbitration Board**

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

### **11.08 Reinstatement of Employees**

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that her/his reinstatement be without loss of pay and/or with all her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, suspension or discharge had not taken place.

## **ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES**

### **12.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge

of the employee, and any such changes shall be subject to the grievance procedure.

### **12.02 Personnel File**

An employee, or the Senior Union Official (or her/his designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review her/his file for personal reference.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

## **ARTICLE 13 - PROBATIONARY PERIOD**

**13.01** For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

**13.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

## **ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE**

### **14.01 Selection Criteria**

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

### **14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or

transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in her/his new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to her/his former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to her/his former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Article.

#### **14.03 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to her/his former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

#### **14.04 Relieving in Higher and Lower-Rated Positions**

##### **14.04.01**

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

##### **14.04.02**

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

##### **14.04.03**

Employees temporarily assigned to the duties of supervisory

personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for her/his classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

#### **14.05 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than her/his wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of her/his prior job.

#### **14.06 Transfers**

A regular employee transferred to a job with the same pay rate structure as her/his former job shall remain at the same increment step in the pay rate structure and shall retain her/his former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of her/his prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of her/his prior job.

#### **14.07 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job com-

mensurate with her/his overall seniority, provided she/he has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

#### **14.08 Re-employment After Retirement**

Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.

#### **14.09 Re-employment After Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **14.10 Supervisory or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

#### **14.11 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

#### **14.12 Portability**

##### **14.12.01 Probation**

Any new employee who, within three (3) months previous to being hired by the Employer, worked for any Employer where the Union is certified and where the Employer is a member of the Health Employers Association of B.C., shall be required to serve a

probationary period in accordance with Article 13. Upon completion of the probationary period, the employee shall be credited with portable benefits as defined below.

#### **14.12.02 Portable Benefits**

##### **(a) Wages**

Previous service in a similar position classification shall be recognized and the employee shall proceed to the increment step commensurate with her/his accumulated seniority. Credit given for such service shall carry with it the previous anniversary date.

##### **(b) Annual Vacations**

Vacation entitlement earned during previous employment shall be credited to the employee, and vacations granted shall be in accordance with such previous entitlement (Articles 28.01 and 28.02).

##### **(c) Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from her/his previous employment up to a maximum of one hundred fifty-six (156) days, and shall be entitled to sick leave in accordance with the provisions of Article 31, commensurate with her/his accumulated seniority.

#### **14.13 Previous Experience**

##### **14.13.01**

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

##### **14.13.02**

A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

#### **14.14 More Favourable Rate or Condition**

No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

#### **14.15 Part-Time Employees**

##### **14.15.01 Qualifying Period**

Employees promoted to a regular full-time position shall be con-

sidered qualifying employees in that position for a period of three (3) calendar months.

#### **14.15.02 Increment Progression**

Based on calendar length of service with the Employer.

#### **14.15.03 Seniority**

Applicable on a proportionate basis. [See also Casual Addendum 12(3)]

### **ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS**

*See Addendum - Maintenance Agreement and Classification Manual*

### **ARTICLE 16 - JOB POSTINGS AND APPLICATIONS**

The following articles are to be interpreted and applied consistent with the Addendum - Report and Recommendations of Industrial Inquiry Commissioner

#### **16.01 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including 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 a temporary absence is one of less than sixty (60) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:
  - (i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy)

the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made.

- (ii) by employees registered for casual work in accordance with the casual addendum.
- (iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to seven (7) days.
- (d) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if she/he is also registered for casual work.

- (e) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (f) Where the local agreement covering access to work by part-time employees (former "15.01c") does not contain a termination clause, the agreement may be terminated on giving of six (6) months' notice by either party.
- (g) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

## **16.02 Change to Start and Stop Times, Days Off and Department**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the

impact the change will have on the personal circumstances of such employee(s).

### **16.03 Job Posting Process and Regional Postings**

1. 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 Facilities Subsector, including laid off and displaced employees, are entitled to apply on the vacancy and be considered pursuant to the provisions of Article 14.01. There is no requirement for “automatic” consideration of displaced or laid off employees.
2. 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 14.01.
3. 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.
4. Step #4 (All Employers): If the vacancy is unfilled after Step #3 above, the following Regional Posting process will apply:
  - (a) If the vacancy originated in a Health Authority Amalgamated Employer, employees of the Health Authority within the DSLA are eligible to apply for the vacancy. If a displaced employee from an Affiliated Employer within the DSLA applies, she will receive equal priority with employees of a Health Authority within the DSLA. Employees of the Health Authority within the DSLA and displaced employees of Affiliated Employers receive priority prior to external applicants.
  - (b) If the vacancy originated in an Affiliated Employer, displaced employees within the applicable DSLA of the Health Authority are eligible to apply for the vacancy. Displaced employees in the DSLA of the Health Authority receive priority over external applicants.

The selection decision of the Employer will be made in accordance with Article 14.01.

5. For the purposes of Step #4 above, there is no Affiliated Employer to Affiliated Employer priority for employees. In addition, there is no priority for non-displaced employees of a Health Authority Amalgamated Employer to a vacancy at an Affiliated Employer or for a non-displaced employee of an Affiliated Employer to a vacancy at a Health Authority Amalgamated Employer.
6. Employers are working toward the goal of an on-line job posting process. In the interim, until that goal is achieved, Employers will facilitate the operation of Step #4 above by forwarding between the appropriate Health Authority Amalgamated Employer and/or Affiliated Employer information allowing for display on notice boards of a simple listing of vacancies.
7. Any employee who successfully posts on a vacancy under the above process is entitled to port her service and seniority to the receiving worksite.
8. Employers within the Provincial Health Services Authority are not covered by the Regional Posting process outlined at Steps #2 through #4 above.
9. The onus is on employees with a priority for a vacancy to apply. The Employer is not required to “seek out” employees with a priority for a vacancy.
10. The implementation of the above process will not result in “reposting” or “second posting” of vacancies, “holding of vacancies” for any period of time, or an extension to the length of the posting period set out in Article 16.
11. The above provisions in no way preclude the parties from agreeing to a job posting procedure on a Health Authority-wide basis.

#### **16.04 Placement Process**

Placement under steps 2 to 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 14 shall apply.

#### **16.05 Special Project Vacancies**

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

When the funding ends, an internal candidate retains their pre-

vious status. For an external candidate, they maintain their current rights under the collective agreement.

### **16.06 Applications from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

### **16.07 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01 above.

### **16.08 Notice to Union**

Two (2) copies of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

### **16.09 Notice of Successful Applicant**

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.

### **16.10 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

### **16.11 Float Positions**

- (a) It may be operationally more efficient and cost effective to utilize regular float positions for relief work as set out in the Addendum - Casual Employees.

Within ninety (90) days of ratification of the Agreement, and on an annual basis thereafter, the Employer and the Union, at the local level, will discuss the development of regular status float pool positions in light of the Employer's use of casual employees in the previous period.

- (b) Float pool employees shall be utilized only to relieve positions occupied by other regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.

- (c) The Employer shall post and fill float positions in accordance with Article 16.01(a). Float pool employees are entitled to all the provisions of this agreement except Article 19 (a), (b), (c), (d) and (f). In addition, they shall not be entitled to access work under Article 16.01(c) and the Addendum - Casual Employees at times when they are otherwise regularly scheduled to work.
- (d) Where appropriate, a float pool employee may be required to perform work at more than one work site of the Employer.
- (e) Existing local agreements will not be affected by the above.

## **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES/ EMPLOYMENT SECURITY AGREEMENT**

The following articles are to be interpreted and applied consistent with the Addendum - Report and Recommendations of Industrial Inquiry Commissioner.

### **17.01 Technological Change**

#### **17.01.01 Preamble**

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

#### **17.01.02 Employment Security**

All Union members in facilities covered by this agreement will be protected by employment security as set out in the Addendum - Report and Recommendations of Industrial Inquiry Commissioner.

The parties agree that voluntary solutions to problems and adjustment which arise from regionalization and restructuring are the best ones and will make every effort to achieve them.

#### **17.01.03 Enhanced Consultation**

The Employer shall notify the Union(s) of any proposed labour adjustment initiative in accordance with the general principles of enhanced consultation.

The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising therefrom may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution which best

meets the needs of the proposed initiative.

### **17.02 Joint Health Care Reform/Labour Adjustment Committee**

The parties shall promote participation by Union members and by Union members designated by Unions in health reform and utilization management to ensure that: health reform objectives are advanced; waste, inefficiencies, and inappropriate utilization are reduced or eliminated; and employee workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay or receive straight time regular wages for attending meetings of the joint labour adjustment committee.

### **17.03 Job Training**

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- (1) for planning training programs for those employees affected by technological change;
- (2) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those employees affected by new methods of operation;
- (4) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Human Resources Development Canada and Provincial Ministry of Labour, or other recognized training institutions.

### **17.04 Process - Reduction and Restructuring**

#### **17.04.01**

In the event of reduction resulting from any labour adjustment or downsizing initiative, the employer together with the unions will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

### **17.04.02**

Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the collective agreement.

### **17.04.03**

The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The parties acknowledge that a primary means of ensuring that FTEs can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilization management.

(See Reduction Process chart - Addendum - Report and Recommendations of Industrial Inquiry Commissioner.)

## **17.05 Definition of Displacement**

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

## **17.06 Bumping (Effective May 1, 2006)**

“Comparable” means that the regularly scheduled hours of work differ by no more than 20% from the regularly scheduled hours of an employee’s current position and the hourly wage rate differs by no more than 5% from the hourly wage rate of the employee’s current position.

“Dovetailed Seniority List Area” means the geographic area in which a single Dovetailed Seniority List applies, as identified in BCLRB Decision No. B274/2002.

“Worksite” means a facility, agency, centre, program, organization or location at or from which an employee is assigned to work.

- (1) An employee exercising a right to bump another employee must advise the employee’s Employer within 7 days after receiving the seniority list referred to in subsection (2) of his or her intention to bump an employee at the same worksite or at a different worksite. In addition, an employee exercising a right to bump under any of the following subsections may only bump into a position in a classification that entails performing duties the bumping employee is qualified to perform and capable of performing.
- (2) An employee who has received a layoff notice must decide whether to bump another employee, within the time set out in

- subsection (1) above, after receiving from the employee's Employer a list of the positions on the same seniority list occupied by employees with fewer than 7 years seniority.
- (3) An employee with greater than 7 years seniority making a decision under subsection (2) above may bump an employee with fewer than 7 years seniority at their worksite.
  - (4) An employee with greater than 7 years seniority who does not have an option to bump an employee with less than 7 years seniority at their worksite who occupies a comparable position may bump the most junior employee at their worksite who occupies a comparable position.
  - (5) An employee with greater than 7 years seniority who does not have an option under subsection (4) above may bump the most junior employee who occupies a position at their worksite; or bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Dovetailed Seniority List Area.
  - (6) An employee with fewer than 7 years seniority making a decision under subsection (2) above may bump the most junior employee at their worksite who occupies a comparable position or bump the most junior employee who occupies a position at their worksite.
  - (7) An employee with fewer than 7 years seniority who does not have an option under subsection (6) above to bump the most junior employee at their worksite in a comparable position may bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Dovetailed Seniority List Area.
  - (8) If an employee exercises a right to bump another employee under subsection (3), (4), (5), (6) or (7) above, the Employer may assign the employee to the new position anytime within 7 days from the date on which the Employer receives notification that the employee has exercised his or her right to bump that other employee.
  - (9) An employee who fails to exercise his or her right to bump another employee under this Article may be laid off anytime after 7 days from the date on which the employee received the seniority list referred to in subsection (2) above or at the expiry of the employee's notice period, whichever is later.
  - (10) The revised provisions of Article 17.06 will be effective for any displacement notice issued on or after May 1, 2006 or thirty (30) days following the effective date of the renewal Facilities Subsector Collective Agreement, whichever is later.

### **17.07 Notice of Displacement**

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Local designate.

### **17.08 Layoff Notice**

#### **17.08.01**

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:

- (a) less than two (2) years' seniority - thirty-one (31) calendar days;
- (b) two (2) or more years' seniority but less than three (3) years' seniority - two (2) months;
- (c) three (3) or more years' seniority but less than four (4) years' seniority - three (3) months;
- (d) four (4) or more years' seniority but less than five (5) years' seniority - four (4) months;
- (e) five (5) or more years' seniority - six (6) months.

#### **17.08.02**

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

#### **17.08.03**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06 of this Agreement.

### **17.09 Employment Security**

Displaced employees shall, following the expiration of their notice period under the collective agreement, retain employment security for a period of up to twelve (12) months during which time every effort will be made to place such employees into gainful employment (hereinafter called "Employment Security"). Displaced employees who refuse placement by the HLAA shall lose

their HLAA registration and employment security period will be terminated. This does not affect an employee's recall rights under the collective agreement.

The facility (Employer) from which a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the employment security period. The HLAA shall reimburse the facility for any portion of the employment security period in excess of six (6) months.

### **17.10 Interim Solutions**

The parties at the facility level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

### **17.11 Transfers and Closures**

#### **17.11.01**

In the event that services or programs are transferred from one employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority. An employee can refuse a transfer if:

- (a) the transfer is out of the region; or,
- (b) except where the transfer is a result of the closure of a facility, the employee has other employment options under the collective agreement at the facility from which the service or program is being transferred.

#### **17.11.02**

The facility receiving the program will determine the number and category of employees. Where the receiving facility does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the collective agreement.

#### **17.11.03**

Transferring employees will port seniority. Note that seniority cannot be used to bump employees in another facility, but only becomes ported after the employee moves into an existing vacancy.

#### **17.11.04**

In the case of the closure of facility, casual employees with more than 3915 hours of seniority acquired within the five years prior to the closure announcement will be covered by employment security provisions.

### **17.12 Contracting Out**

The Employer agrees that they will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this agreement. The Employer will discuss with representatives of the local in a timely manner, functions they intend to contract out after the date of signing this collective agreement that could otherwise be performed by Union members within the facility, except where an emergency exists.

There will be no expansion of contracting in or contracting out of work within the bargaining units of the unions as a result of the reduction in FTEs.

### **17.13 Labour Relations Code**

The present agreement fulfils the requirements of Section 54 of the Labour Relations Code. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the Union agrees that the present agreement gives notice of technological change and complies with the notice periods in the agreement. The present agreement satisfies any other requirement of technological change or the *Employment Standards Act* (group terminations). There are no other tests regarding change.

## **ARTICLE 18 - TERMINATION OF EMPLOYMENT**

### **18.01 Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

### **18.02 Employee's Notice of Termination**

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%); for example:

employees entitled to eight percent (8%) shall be paid six percent (6%);

employees entitled to ten percent (10%) shall be paid eight percent (8%); etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

### **18.03 Employment Abandoned**

Any employee who fails to report for work and does not notify her/his supervisor within three (3) work days and who cannot give an acceptable reason for her/his absence shall be considered as having abandoned her/his position.

## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01 Scheduling Provisions**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- (iii) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven (7) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 17. The new work schedule will then be posted in accordance with Article 19.01 (a) (i). [Reference March 21, 2006 Letter on Page 237].
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.

- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (h) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of 2 hours with no change in shift duration, overtime rates pursuant to Article 21 will not be applicable.

If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

## **19.02 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in her/his job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which she/he is not adequately trained.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

The work week shall provide for continuous operation Sunday through Saturday.

### **20.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered

by this agreement exclusive of meal times shall be 36 hours per week or an equivalent. Effective the start of the first pay period not later than ninety (90) calendar days after ratification, the work week shall be an average of thirty-seven and one-half (37.5) hours per week. The longer work week will not result in an increase in the monthly rate of pay for regular full-time employees (i.e., the monthly wage rate will not change as a result of the implementation of the longer work week); however, the hourly wage rate will be reduced by four percent (4%).

Where an Employer has an existing Local Agreement providing for a thirty-seven and one-half (37.5) hour work week as of March 31, 2004, such an arrangement will continue and Article 21 shall not apply for the difference between a thirty-six (36) hour work week and a thirty-seven and one-half (37.5) hour work week.

- (b) The Employer will determine and implement the new work schedules for the longer work week. The new work schedules shall be supplied to the Union fifteen (15) calendar days prior to implementation. The right to grieve the new work schedules is limited to alleged violations of Article 19 and 20.
- (c) Effective the first pay period prior to September 30, 1993, for hours worked after that pay period, the base day will be seven point two (7.2) hours for the purpose of calculating the accrued credit banks. Effective no later than the start of the first pay period ninety (90) calendar days after ratification, for hours worked after that pay period, the base day will be seven and one-half (7.5) hours for the purpose of calculating the accrued credit banks.
- (d) Schedules with work days greater than seven and one-half (7.5) hours per day and up to and including eight (8) hours per day are further clarified in the Memorandum of Understanding Re: Schedules.
- (e) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (f) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one hundred fifteen (115) days off, she/he shall be paid extra at the applicable overtime rate for each day by which her/his total

number of days off falls short of one hundred fifteen (115) days, except that she/he shall not again be paid for any day for which she/he was paid overtime in accordance with Article 21 or Article 27.04.

- (g) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between HEABC and the Union.

## **20.03 Rest and Meal Periods**

### **(a) Rest Periods**

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks. Those using the cafeteria shall be allowed ten (10) minutes in the cafeteria.

### **(b) Meal Periods**

All employees covered by the Collective Agreement shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

## **20.04 Split Shifts**

No split shifts shall be worked except in cases of emergency.

## **20.05 Part-Time Employees**

The Employer shall eliminate, as far as possible, all part-time employees.

## **20.06 Daylight Savings Time Change**

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

## **ARTICLE 21 - OVERTIME**

**21.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) the rate of time and one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time thereafter;

(2) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

**21.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

**21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7-1/2) in that day.

**21.04** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 21.05 below.

**21.05**

(A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

(B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.

(C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

**21.06** The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the weekly hours of work as provided at Article 20.02, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

**21.07** An employee who works two and one-half (2-1/2) hours of overtime immediately before or following her/his scheduled hours of work shall receive a meal allowance of twelve dollars (\$12.00). One-half (1/2) hour with pay shall be allowed the employee in order that she/he may take a meal break either at or adjacent to her/his place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.

- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside her/his regular shift times for a normal work day.

**21.08** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

**21.09** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than her/his regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

**21.10** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than her/his regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

**21.11** An employee required to work overtime adjoining her/his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of her/his next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

## **ARTICLE 22 - SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS**

**22.01** Employees working the evening shift shall be paid a shift differential of ninety-five cents (95¢) cents per hour for the entire shift worked. Effective April 1, 2006, employees working the night shift shall be paid a shift differential of one dollar and thirty-five cents (\$1.35) per hour for the entire shift worked. Effective April 1, 2007, the night shift premium shall be one dollar and fifty cents (\$1.50) per hour. Effective April 1, 2008, the night shift premium shall be one dollar and sixty cents (\$1.60) per hour. Effective April

1, 2009, the night shift premium shall be one dollar and seventy-five cents (\$1.75) per hour.

**22.02** An Employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective April 1, 2006, the weekend premium shall be eighty-five cents (85¢) per hour. Effective April 1, 2007, the weekend premium shall be ninety cents (90¢) per hour. Effective April 1, 2008, the weekend premium shall be ninety-five cents (95¢) per hour. Effective April 1, 2009, the weekend premium shall be one dollar (\$1.00) per hour.

**22.03** Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

**22.04** Effective April 1, 2006, regular employees classified in the trades job family, maintenance supervisor classifications who hold a TQ ticket as a requirement of their job, and who supervise trades, and licensed Power Engineers shall receive a trades qualification premium of \$500 per year, pro-rated for part-time employees.

## **ARTICLE 23 - CALL BACK**

**23.01** 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 greater.

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 her/his motor vehicle to work an allowance of forty-six cents (\$0.46) per kilometre, effective April 1, 2006, from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

**23.02** If an employee is called back to work and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her/his next shift until she/he has received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise her/his supervisor in advance of the fact that she/he will not be reporting for duty at her/his scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

## **ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT**

**24.01** Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid her/his regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at her/his regular rate of pay if she/he does not commence work, and a minimum of four (4) hours' pay at her/his regular rate if she/he commences work.

## **ARTICLE 25 - ON-CALL DIFFERENTIAL**

**25.01** Employees required to be on-call shall be paid an on-call differential of one dollar (\$1.00) per hour, or portion thereof. Effective April 1, 2002 the on-call differential shall be two dollars (\$2.00) per hour.

The minimum on-call requirement shall be four (4) consecutive hours.

**25.02** Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

**26.01** An employee who uses her/his 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 effective April 1, 2006. Minimum allowance shall be two dollars (\$2.00).

**26.02** Where an employee uses her/his own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## **ARTICLE 27 - STATUTORY HOLIDAYS**

### **27.01 Statutory Holidays**

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Easter Monday
Victoria Day	Canada Day
Thanksgiving Day	Labour Day
Boxing Day	Remembrance Day
Good Friday	Christmas Day
B.C. Day	

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred fifteen (115) days per year (two (2) days per week plus a minimum of eleven (11) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred fifteen (115) days off, she/he shall be paid extra at double time rates for each day by which her/his total number of days off falls short of one hundred fifteen (115), except that she/he shall not again be paid for any day for which she/he was paid at the rate of double time under Article 21 or Article 27.04.

Employees who are required to work on hospital scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1-1/2) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

### **27.02 Super Stats**

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid at time and one-half (1-1/2) rates in addition to their regular monthly pay rate. Payment of time and one-half (1-1/2) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee. The Employer and the Union agree to be bound by the decision of Special Officer, D.R. Blair, dated August 29, 1974 regarding the interpretation and application of the foregoing Super Stat provisions.

**27.03** When an Employee has been on sick leave that is inclusive of one or more working days prior to an Employer scheduled statutory holiday and one or more working days following such

Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 27.01, paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

**27.04** Employees required to work on scheduled days off will receive pay at the rate of double time for the time worked, but will not have the day off rescheduled.

**27.05** Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**27.06** If an employee terminates during the year, she/he shall be entitled to the same portion of one hundred fifteen (115) days off that her/his period of service in the year bears to a full year.

**27.07** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

**27.08** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

**27.09** If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

#### **27.10 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

Two point eighty-eight (2.88) hours off with pay every thirty-three (33) days for employees working an average of fourteen point four hours (14.4) per week, or pay in lieu thereof; or a proportionate amount depending on time worked.

Effective the first pay period between September 30, 2004 and October 13, 2004, three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per week, or pay in lieu thereof; or a proportionate amount depending on time worked.

## **ARTICLE 28 - VACATIONS**

### **28.01 Vacation Entitlement**

All employees shall be credited for and granted vacations earned up to July 1st 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 the following vacation with pay:

- 1 year's continuous service - 20 work days' vacation
- 2 years' continuous service - 20 work days' vacation
- 3 years' continuous service - 20 work days' vacation
- 4 years' continuous service - 20 work days' vacation
- 5 years' continuous service - 21 work days' vacation
- 6 years' continuous service - 22 work days' vacation
- 7 years' continuous service - 23 work days' vacation
- 8 years' continuous service - 24 work days' vacation
- 9 years' continuous service - 25 work days' vacation
- 10 years' continuous service - 26 work days' vacation
- 11 years' continuous service - 27 work days' vacation
- 12 years' continuous service - 28 work days' vacation
- 13 years' continuous service - 29 work days' vacation
- 14 years' continuous service - 30 work days' vacation
- 15 years' continuous service - 31 work days' vacation
- 16 years' continuous service - 32 work days' vacation
- 17 years' continuous service - 33 work days' vacation
- 18 years' continuous service - 34 work days' vacation
- 19 years' continuous service - 35 work days' vacation
- 20 years' continuous service - 36 work days' vacation
- 21 years' continuous service - 37 work days' vacation
- 22 years' continuous service - 38 work days' vacation
- 23 years' continuous service - 39 work days' vacation
- 24 years' continuous service - 40 work days' vacation

- 25 years' continuous service - 41 work days' vacation
- 26 years' continuous service - 42 work days' vacation
- 27 years' continuous service - 43 work days' vacation
- 28 years' continuous service - 44 work days' vacation
- 29 years' continuous service - 45 work days' vacation

This provision applies when the qualifying date occurs before July 1st in each year.

- (c) The accumulated balance of an employee's vacation credits earned before the first pay period prior to September 30, 1993 shall not be reduced as a result of the September 30, 1993 reduction in the work week to 36 hours per week.

## **28.02 Supplementary Vacations**

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

### **28.03 Vacation Period**

Vacation time earned up to July 1st as indicated in Articles 28.01 and 28.02 shall be granted as follows:

Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

### **28.04 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

1. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
2. At least one block of vacation shall be at least five (5) days in duration.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

### **28.05 Vacation Pay**

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of work days of planned absence due to vacation for each vacation period.

### **28.06 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year.

## **28.07 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

## **28.08 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of her/his vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**28.09** Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times her/his applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

## **28.10 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

Regular part-time Employees shall be credited with and granted vacations as set out in Articles 28.01 and 28.02; that is, eight percent (8%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01 and 28.02.

## **ARTICLE 29 - COMPASSIONATE LEAVE**

**29.01** Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

### **ARTICLE 30 - SPECIAL LEAVE**

**30.01** Effective September 30, 1993, an Employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (180 hours) at the rate of one-half (0.5) day (3.6 hours) every four (4) weeks (144 hours). Effective the first pay period between September 30, 2004 and October 13, 2004, an employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (0.5) day (3.75 hours) every four (4) weeks (150 hours).

The accumulated balance of an employee's special leave credits shall not be reduced as a result of the September 30, 1993 reduction in the work week to 36 hours per week.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 180 hours as of the first pay period prior to September 30, 1993, up to and including the previous maximum of 187.5 hours, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 180 hours, no further credit shall be earned until the accumulated balance is reduced below 180 hours, in which event the accumulation of special leave credits will be reinstated, but the accumulated balance shall not again exceed 180 hours.

As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (1) Marriage Leave - five (5) days.
- (2) Paternity Leave - one (1) day.
- (3) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave - one (1) day.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, she/he may request leave of absence without pay.

### **30.02 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

All special leave credits shall be paid in conformity with Article 30. Two and three-fifths (2-3/5) days (18.72 hours) per year for those working an average of fourteen point four (14.4) hours a week per calendar year, or a proportionate amount depending on time worked.

Effective the first pay period between September 30, 2004 and October 13, 2004, two and three-fifths (2-3/5) days (19.5 hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked.

### **ARTICLE 31 - SICK LEAVE, WCB, INJURY-ON-DUTY**

**31.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EIC premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

**31.02** Sick leave credits with pay shall be granted on the basis of one and one-half (1-1/2) work days per month, cumulative up to one hundred fifty-six (156) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

The accumulated balance of an employee's sick leave credits shall not be reduced as a result of the September 30, 1993 reduction in the work week to thirty-six (36) hours.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of 1,123.2 hours, as of the first pay period prior to September 30, 1993 shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 1,123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1,123.2 hours, in which event the accumulation of sick leave credits shall be reinstated, but the accumulated balance shall not again exceed 1,123.2 hours. Effective the first pay period between September 30, 2004 and October 13, 2004, the maximum accumulation of sick leave credits shall be eleven hundred and seventy (1,170) hours.

**31.03** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

### **31.04 Leave - Workers' Compensation**

#### **(a) Entitlement to Leave**

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board/WorkSafe determines that the employee has established a claim (time-loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, "net pay" is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

Additional shifts worked by part-time employees, shift and weekend premiums, and statutory holiday premiums (in accordance with the three (3) arbitration awards listed below) shall be taken into account when calculating "regular net take-home wages":

- Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.
- Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.
- Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

#### **(b) Reimbursement to Employer**

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

#### **(c) Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (a) above, and benefits equalling but not to exceed their normal

entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue statutory holidays and vacation credits. Once the claim exceeds twenty (20) work days, statutory holidays will not accrue.

(d) Approval of Claim

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(e) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 17.06.

(f) Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.

**31.05** 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.

**31.06** 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.

**31.07** Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return

to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

**31.08** Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining her/his condition, she/he shall be removed from the payroll.

**31.09** The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**31.10** All sick leave credits are cancelled when an employee terminates her/his employment except when an employee transfers to another health care institution in accordance with Article 14.12.02(c) and except as provided in Article 31.11 below.

### **31.11 Cash Pay-Out of Unused Sick Leave Credits**

Upon retirement or voluntary leave from the workforce as defined in Article 43, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

### **31.12 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on her/his own behalf. To the extent that the employee recovers monies as compensation for

wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **31.13 Part-Time Employees**

Seven point two (7.2) days (fifty-four (54.0) hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 31.

Effective the first pay period prior to September 30, 1993, seven point two (7.2) days, (fifty-one point eighty-four (51.84) hours) per year for those working an average of fourteen point four (14.4) hours per week per calendar year or a proportionate amount depending on time worked. Effective the first pay period between September 30, 2004 and October 13, 2004, the provisions of the preceding paragraph take effect.

## **ARTICLE 32 - EDUCATIONAL LEAVE**

### **32.01 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

### **32.02 In-Service Education**

The parties recognize the value of in-service both to the employee and the employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **32.03 Employee Requested Long Term Leave**

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.

- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

### **32.04 Paid Education Leave**

- (a) The Employer recognizes the desirability of providing a climate for employees to improve their education level and enhance their qualifications in order to enhance their opportunities for advancement.
- (b) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications.
- (c) Paid education leave may be utilized to attend courses which are necessary to maintain an employee's current certification, registration or licence, required by the approved benchmark. It may also be utilized to sit exams for relevant professional courses.
- (d) Provided that the courses or exams are necessary to obtain a qualification set out on an approved benchmark for a job that might reasonably be available at the Employer's worksite, an employee with at least three (3) years of service with the Employer may also utilize paid education leave to improve her/his education level and qualifications in order to enhance her/his opportunities for advancement with the Employer.
- (e) Upon approval of the course, the Employer will grant two (2) days education leave of absence with pay (at straight time rates), to a maximum of 14.4 hours. Premium pay does not apply under this article. Paid education leave is not to exceed two (2) days (14.4 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year. Effective the first pay period between September 30, 2004 and October 13, 2004, the maximum Employer contribution per agreement year is fifteen (15) hours.

## **ARTICLE 33 - JURY DUTY**

**33.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive her/his regular pay and benefits. The employee shall turn over to the Employer any monies she/he receives from the court on the days she/he is normally scheduled to work, providing this does not

exceed her/his regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

## **ARTICLE 34 - LEAVE - UNPAID**

### **34.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **34.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

### **34.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to her/his former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **34.04 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of

the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.05, 11.06, 12.01, 12.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
  - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
  - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

#### **34.05 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

## **ARTICLE 35 - MATERNITY AND PARENTAL LEAVE**

### **35.01 Maternity Leave**

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).

### **35.02 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Article 35.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Benefit (SEB) Plan, the maternity leave allowance will consist of:
  - (1) Two (2) weeks at eighty-five (85) percent of the employee's basic pay;
  - (2) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85) percent of the employee's basic pay.

Note: For the purpose of Article 35 only, “Basic Pay” is defined as the employee’s earnings based on the rate of pay (in accordance with the applicable wage schedule) and the employee’s regular schedule.

### **35.03 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under article 35.01). The leave period may be extended by an additional five (5) weeks where the employee’s claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under article 35.01) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption;
  - (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The “other parent” is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 2.03. Such leave request must be supported by appropriate documentation.

### **35.04 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or dis-

qualified from receiving employment insurance benefits is not eligible for parental leave allowance.

- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 35.03(b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five (75) percent of the employee's basic pay.

### **35.05 Benefits Continuation**

- (a) For leaves taken pursuant to Article 35.01 and 35.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 35.01 and 35.03 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.
- (c) Notwithstanding (b) above, should an employee be deemed to have resigned in accordance with Article 35.06 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

### **35.06 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 35.01 and 35.03 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 35, or if they do not return to work after having given such advice.

### **35.07 Entitlements Upon Return to Work**

- (a) Notwithstanding Article 28 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 35.01 and 35.03, providing the employee returns to work as a regular employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.06.
- (b) Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 34.03.

- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a regular employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

### **35.08 Maternity and/or Parental Leave Allowance**

- (a) To be entitled to the maternity or parental leave allowances pursuant to Article 35.02 and 35.04, an employee must sign an agreement that they will return and remain in the Employer's employ for a period of at least six (6) months as a regular employee after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months as a regular employee, the employee shall reimburse the Employer for the maternity or parental leave allowance received under Articles 35.02 and 35.04.

## **ARTICLE 36 - ADOPTION LEAVE**

**36.01** An employee is entitled to adoption/parental leave pursuant to Article 35.03.

## **ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY**

The Employer and the Association agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Association agree to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the *Occupational Health and Safety Regulation* is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

### **37.01 Occupational Health and Safety Committee**

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the *Occupational Health and Safety Regulation* made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the *Occupational Health and Safety Regulation*.

- (b) 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 joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the *WCB Occupational Health and Safety Regulation*.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- (e) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the *Occupational Health and Safety Regulation* by all staff.
- (f) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/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.

- (g) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- (h) Effective April 1, 2001, where an employee is appointed to serve on the Occupational Health and Safety Committee for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which she/he serves on the Committee. This additional day of paid education leave will be used to attend safety courses sponsored by the Workers' Compensation Board or the Joint Occupational Health and Safety Agency or other courses mutually agreed to by the Employer and the Union at the local level.

### **37.02 Aggressive Patients/Residents**

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such patients/residents.
- (b) Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

### **37.03 Vaccination and Inoculation**

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall

- be provided at no cost to the employee.
- (c) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.

#### **37.04 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with Video Display Terminals (VDTs) shall meet the standards required by the Workers' Compensation Board.

#### **37.05 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

#### **37.06 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

#### **37.07 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Article 37.01(c).

### **ARTICLE 38 - HEALTH CARE PLANS**

Notwithstanding the references to the Pacific Blue Cross Plans in this article, the parties agree that Employers, who are not currently providing benefits under the Pacific Blue Cross Plans may continue to provide the benefits through another carrier providing that the overall level of benefits is comparable to the level of benefits under the Pacific Blue Cross Plans.

### **38.01 Medical Plan**

Eligible employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

An eligible employee who wishes to have coverage for other than dependants may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment or upon the initial date of employment for those employees with portable service as outlined in Article 14.12.

### **38.02 Dental Plan**

- (a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2750.00 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one hundred percent (100%) of the premium.
- (d) During the term of this Agreement Pacific Blue Cross will be the carrier of the dental plan.

### **38.03 Extended Health Care Plan**

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the Pacific Blue Cross plan. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$225.00 every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible employee or eligible dependant.

- (c) During the term of this Agreement Pacific Blue Cross will be the carrier of the extended health care plan.

### **ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN**

**39.01** The Employer shall provide a mutually acceptable long-term disability insurance plan.

**39.02** The plan shall be as provided in the Addendum - Long-Term Disability Insurance Plans.

**39.03** The Employer shall pay one hundred percent (100%) of the premium.

### **ARTICLE 40 - GROUP LIFE INSURANCE**

The following provision applies to employees formerly covered by the HEU Master Agreement. Employees formerly covered by other collective agreements will be governed by Group Life Insurance Plan provisions, if any, found in their respective former collective agreements.

**40.01** The Employer shall provide a mutually acceptable group life insurance plan.

**40.02** The plan shall provide \$50,000.00 insurance coverage for post-probationary employees.

**40.03** The plan shall include provision for employees to continue the payment of premiums after retirement or termination.

**40.04** The plan shall also include coverage for accidental death and dismemberment.

**40.05** The plan shall be as provided in the Addendum - Group Life Insurance Plan.

**40.06** The Employer shall pay one hundred percent (100%) of the premium.

### **ARTICLE 41 - MUNICIPAL PENSION PLAN**

#### **41.01 Municipal Pension Plan**

**41.01.01** Regular employees shall be covered by the provisions of the Municipal Pension Plan. That is, all regular employees shall be entitled to join the Municipal Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment.

Notwithstanding the foregoing, existing regular part-time employees who are not now enrolled in the Plan, and any new regular part-time employees, may, either now or at the time of hiring,

decline to be enrolled in the Plan for the period of their part-time employment.

Casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the Plan and the *Municipal Pension Plan Rules*. As at the date of ratification of this collective agreement the *Municipal Pension Plan Rules* provided for the following:

- (i) A casual employee who has been employed in a continuous full-time capacity with the same employer for a period of twelve (12) months shall be enrolled in the Plan as a condition of employment.
- (ii) Regular part-time and casual employees (except as noted in (i) above) who have completed two (2) years of continuous employment with earnings from the employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of the two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver.

**41.01.02** Notwithstanding the reference to the Municipal Pension Plan in Article 41, the Parties agree that for all Employers certified on or before September 30, 2003, the Plan shall be effective January 1, 2004 or six (6) months after the date of certification, whichever is later. For employers certified after September 30, 2003, the application of the Municipal Pension Plan shall be the subject of negotiation between the parties.

**41.02** The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical, Extended Health Benefits and Dental coverage. It is understood that this shall be at no cost to the Employer.

## **ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE**

**42.01** All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

## **ARTICLE 43 - SEVERANCE ALLOWANCE**

### **43.01 Employees Who Qualify Defined**

- (a) A severance allowance shall be paid to each employee who has completed ten (10) years' service and who:

- (1) voluntarily leaves the Employer's workforce after her/his fifty-fifth (55th) birthday, or
  - (2) was in the work force prior to April 1, 1963 and exercises the option of retiring under the provisions of the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules* at age fifty-five (55) or any subsequent age up to sixty (60), or
  - (3) is terminated because the employee's services are no longer required due to closure of the health care facility, job redundancy, etc., except employees dismissed for cause, or
  - (4) dies in service.
- (b) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.
  - (c) Eligibility shall not be dependent upon participation in or contribution to the Municipal Pension Plan.
  - (d) Regardless of length of service, a severance allowance shall be paid to an employee (enrolled under the provisions of the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules* who is required to retire because of medical disability as defined under the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.
  - (e) Regardless of length of service, in the case of an employee not enrolled in the Municipal Pension Plan, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the *Public Sector Pension Plans Act* and *Municipal Pension Plan Rules*.

#### **43.02 Definition of Service Related to Calculation of Severance Allowance Monies**

- (a) An employee's service shall be calculated from the initial date of employment (regardless of date of Union certification) as a regular full-time or regular part-time employee (Article 2.01-Definition of Employee Status) subject to the application of Article 34.03 and the following:
  - (1) an employee voluntarily terminating her/his service and who is later hired by another Employer within three hundred sixty-five (365) calendar days shall have continuous

service for purposes of severance allowance, subject to (c) below;

- (2) an employee whose service is terminated by the Employer (except employees dismissed for cause) and who is later hired within three hundred sixty-five (365) calendar days by the same employer or another certified Employer shall have continuous service for purposes of severance allowance, subject to (c) below.
- (b) Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 34.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.
- (c) The same period of service cannot be used more than once for calculating severance allowance.

#### **43.03 Calculation of Severance Allowance Monies**

- (a) Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Proportionate payments shall be paid for service less than two (2) years as calculated in the following example:

If an employee has fifteen (15) years' service and 1000 into her/his sixteenth (16th) year, she/he shall be entitled to:

Fourteen (14) years' service	-	7 weeks
Fifteenth (15 <sup>th</sup> ) year	-	2½ days
1000 hours additional		<u>1000</u> X 2.5 days
		1879.2

or 1.33 days

Effective the first pay period between September 30, 2004 and October 13, 2004, the employee shall be entitled to:

Fourteen (14) years' service	-	7 weeks
Fifteenth (15 <sup>th</sup> ) year	-	2½ days
1000 hours additional		<u>1000</u> X 2.5 days
		1957.5

or 1.277 days

- (b) Length of service for part-time employees shall be calculated as follows:
  - (1) total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service and effective

September 30, 1993, for hours worked after the first pay period prior to September 30, 1993, total hours worked divided by thirty-six (36) hours to establish weeks of service, and then effective the first pay period between September 30, 2004 and October 13, 2004, total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service, then

- (2) weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- (c) In addition to the foregoing severance allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at leave.

#### **ARTICLE 44 - VOLUNTEERS**

**44.01** It is agreed that Volunteers have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

#### **ARTICLE 45 - CHILD CARE**

**45.01** The Employer and the Union agree to establish a Joint Committee to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by this Agreement.

#### **ARTICLE 46 - MORGUE SERVICE**

**46.01** Employees who are required to perform a morgue service on cadavers shall receive seventeen dollars (\$17.00) for each cadaver. This provision does not apply to employees classified as Morgue or Pathology Attendants. Employees required to assist in autopsies shall, if requested by the employee, be supplied with Hepatitis B vaccine at no cost.

#### **ARTICLE 47 - PRINTING OF THE AGREEMENT**

**47.01** The Association and the Employer desire every employee to be familiar with the provisions of this Agreement, and her/his

rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to employees.

The Agreement shall be printed at the Queen's Printer and bear a recognized Union label.

The Association and Employer shall agree on the size, print, colour and cover of the Agreement prior to it being printed.

The Employer shall print the Agreement no later than 75 days after the completion of negotiations.

The Employer and the Association shall each bear one-half of the printing costs.

## **ARTICLE 48 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

**48.01** Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

**48.02** The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

### **48.03 Wage Schedule**

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2006 to March 31, 2010.

### **48.04 General Wage Adjustments**

#### **A. General Wage Adjustments:**

**April 1, 2006** - Effective April 1, 2006, add a general wage increase of one and one-half percent **(1.5%)** to all job classifications.

**April 1, 2007** - Effective April 1, 2007, add a general wage increase of two percent **(2.0%)** to all job classifications.

**April 1, 2008** - Effective April 1, 2008, add a general wage increase of two percent **(2.0%)** to all job classifications.

**April 1, 2009** - Effective the first pay period after April 1, 2009, add a general wage increase of two point seven percent **(2.7%)** to all job classifications.

#### **B. Special Adjustments:**

**April 1, 2006, April 1, 2007, April 1, 2008, and April 1, 2009** - Effective on April 1, 2006, April 1, 2007, April 1, 2008, and the first

pay period after April 1, 2009 and after the general wage increase has been applied, add a special adjustment of one and one-half percent (1.5%) to the wage rate for the Licensed Practical Nurse classification (Benchmark #15316), Operating Room Licensed Practical Nurse classification (Benchmark #15317), Nursing Assistant (Orthopaedic Technician) (Benchmark #16302), and Nursing Assistant III (Supervisor) classification (Benchmark #15307).

April 1, 2007, April 1, 2008, and April 1, 2009 - Effective on April 1, 2007, April 1, 2008, and the first pay period after April 1, 2009, and after the general wage increase has been applied in each year, add a special adjustment of one percent (1.0%) to the wage rate for the following job classifications:

Nursing Unit Assistant;

Buyer (Benchmark #10907);

Buyer Supervisor (Benchmark #10908);

Pharmacy Technician I (Benchmark #15401);

Pharmacy Technician I (A) (Benchmark #15403);

Pharmacy Technician II (Benchmark #15402);

Pharmacy Technician II (A) (Benchmark #15404);

Laboratory Assistant I (Benchmark #15201);

Laboratory Assistant II (Benchmark #15202);

Laboratory Assistant II (A) (Benchmark #15205);

Laboratory Assistant III (Benchmark #15203); and

Laboratory Assistant IV (Benchmark #15204).

The special adjustments will have no effect on the Pay Equity process under Article 49.

#### **48.05 Increments**

- (a) Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.
- (b) All employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
- (c) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

#### **48.06 Pay Days**

Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- (a) Pay statements given to employees on their pay day shall

include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

- (b) Subject to paragraph (g) below, when a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.
- (c) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
- (d) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (e) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on her/his last day preceding the pay day provided the cheque is available at her/his place of work.
- (f) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.05.
- (g) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in her/his pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

#### **48.07 Effective Date of Wages and Benefits**

- (a) All new wages and benefits shall be effective from April 1, 2001, unless otherwise specified in this Collective Agreement or the Melding and Levelling Awards.
- (b) Non-compensation changes will be effective sixty (60) days after the date of ratification unless otherwise specified in the Collective Agreement.
- (c) Employees governed by certifications granted on or prior to March 31, 2001 shall be entitled to the wage levels set out in the Facilities Subsector Collective Agreement effective October 1, 2000 or six (6) months following certification, whichever is later. For these employees, health and welfare benefit levels of the Facilities Subsector Collective Agreement

are effective July 1, 2001 or six (6) months following certification, whichever is later (except Municipal Pension Plan (MPP) see article 41 and the named carrier, see article 38). Other monetary benefits will be effective the date of ratification of this agreement.

- (d) Employees governed by certifications granted on or after April 1, 2001 shall be entitled to the wage and benefit levels six (6) months after the date of certification (except Municipal Pension Plan (MPP), see Article 41 and the named carrier, see article 38). Application of the Facilities Subsector Collective Agreement to employees governed by certifications occurring after September 30, 2002, will be the subject of negotiations between the parties.
- (e) Employment security is not for these purposes a benefit.
- (f) Superior benefits for new certifications shall be addressed in accordance with the principles set out in the Levelling and Melding Awards.
- (g) Employees certified on or after April 1, 2001 and during the term of this collective agreement shall engage in the following process of review and their method of operation and job descriptions:
  - (1) Within three (3) months of certification, the Employer may review its operation and if necessary make changes to its method of operation and job descriptions. Such changes, if any, shall not be arbitrary, capricious or in bad faith;
  - (2) At the completion of the period above, HEABC will provide the appropriate Union with a list of the proposed classification of the jobs at the Employer;
  - (3) Within one month of receiving the list referred to in (g) (2) above, the Union shall file with HEABC, in writing any objections to the proposed classification of jobs. All jobs not covered by a written objection shall be deemed to be appropriately classified under the Facilities Classification System;
  - (4) The Employer shall review any objections to its proposed classification of jobs within one (1) month of receiving the Union's written objections. The parties shall attempt to resolve the objections within a further month. Objections not resolved shall be resolved by John Kinzie and/or Judi Korbin using the expedited arbitration process as set out in article 11 of the Maintenance Agreement;
  - (5) If any classification process results in the reduction of an

employee's classification pay rate, the issue shall be addressed consistent with the principles set out in the Melding and Levelling Awards;

- (6) New positions, changed positions, and classification disputes which arise after the completion of steps (g)(1) through (g)(5) above shall be addressed using the Facilities Classification System.

## **ARTICLE 49 - PAY EQUITY**

The following is a framework for implementing pay equity in the Collective Agreement.

The parties agree to make interim pay equity adjustments prior to finalizing pay equity.

### **Principles**

1. The parties agree that the purpose of pay equity is to eliminate gender-based wage discrimination.
2. Pay equity shall be achieved through a plan to compare the relative value of jobs.
3. As part of the pay equity review, the parties will review the pay grid; the increment structure (in addition to the adjustment to the increment structure which is directed below under the heading Interim Pay Equity Adjustments); and the number of job classes and benchmarks.
4. The parties are committed to implementing pay equity changes as quickly as possible. The parties recognize that pay equity cannot be achieved in one collective agreement, and agree to a joint implementation process commencing April 1, 1991, to put in place a pay equity plan. To that end, in addition to all other provisions of this pay equity article, it is agreed that commencing April 1, 1994, an annual amount of not less than one percent (1%) of the total salaries of the bargaining unit shall be applied to the achievement of pay equity (provided that the full one percent (1%) is required to achieve pay equity in the final year).

Pay equity increases of one percent (1%) shall be effective May 1, 2001; one and one-half percent (1.5%) effective April 1, 2002, and one and two-tenths percent (1.2%) effective April 1, 2003. Pay equity increases of one percent (1%) shall be effective on April 1, 2004 and on April 1, 2005. Up to one percent (1%) of the total salaries of the bargaining unit will be applied on April 1, 2006 as a Pay Equity adjustment to move all remaining jobs to their Pay Equity target rate. The 1994 and 1995 pay equity increases shall be applied consistent with the above paragraph.

## **General**

1. Implementation of pay equity will be incorporated into the collective agreement.
2. Pay equity adjustments will be applied prior to implementing general wage increases.
3. Pay equity adjustments, including retroactivity, will be paid to all employees in eligible classifications, including casual employees.
4. There will be no red-circling or wage reduction for any employee as a result of the implementation of pay equity.
5. The parties agree to use the ten (10) factors listed below to form the basis of the comparison of relative job values. If either party is of the view that the ten (10) factors should not be equal-weighted, it shall have the onus of persuasion that the weights should not be equal. In the event the pay equity arbitrator is required to resolve a dispute about factor weightings, he shall place the onus of persuasion as aforesaid, and shall ensure that his decision is consistent with the above-stated purpose of the pay equity plan. The Steering and Technical Committees (constituted as directed below) will finalize the definitions and structure of the factors; and, subject to the foregoing, the weights of the factors.
6. HEU and HEABC accept the principle of comparability with the BC Government Employees' Union as part of their pay equity plan. To the extent necessary of satisfaction, this principle shall be made effective April 1, 1996.

## **Interim Pay Equity Adjustments**

1. Interim pay equity adjustments will be made prior to implementing a comprehensive pay equity plan.
2. These interim adjustments will amount to \$13 million on salaries effective April 1, 1991; and \$7 million on salaries effective April 1, 1992.
3. The \$13 million effective April 1, 1991 will be allocated:
  - (a) first, by ensuring that no classification receives less than the amount proposed by Health Employers Association of B.C. during the 1991-92 collective bargaining as the appropriate interim allocation to be effective April 1, 1991;
  - (b) second, by eliminating the bottom increment step in respect of all classifications for which increment steps are now part of the wage structure;
  - (c) third, to the extent of any remaining monies, as the Steering and Technical Committees may determine, such

determinations being consistent with the above-stated purpose of the pay equity plan.

4. The \$7 million effective April 1, 1992 will be allocated in such manner as the Steering and Technical Committees may determine, such determinations being consistent with the above-stated purpose of the pay equity plan.
5. In addition to his jurisdiction under Disputes below, the pay equity arbitrator shall have the jurisdiction to resolve any disputes between the parties concerning the interpretation or application of the above provisions dealing with interim pay equity adjustments. In that regard, issues which remain outstanding forty-five (45) days after ratification may be referred by either party to the pay equity arbitrator for binding determination. In the exercise of his jurisdiction under this paragraph, the pay equity arbitrator may determine his own procedure, but will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that any outstanding issues concerning interim pay equity adjustments will be resolved within ninety (90) days of ratification.

## **Job Value Comparison Plan**

The parties agree to implement a method of comparing the relative value of jobs to determine the extent of any gender - based wage discrimination. The parties agree to the following steps:

### **1. Step 1 - Establish Committees**

A Steering Committee and a Technical Committee will be established within twenty-one (21) days of the ratification of the Agreement. Each committee will have no more than eight (8) persons with equal representation from the Union and the Industry. Employees who are members of a committee will be granted leave without loss of pay, or receive straight time regular wages to participate in the committee process.

### **2. Step 2 - Gathering Information**

In order to compare the value of jobs the parties agree that additional information needs to be gathered for pay equity purposes to supplement the Benchmarks.

Within one hundred and forty-one (141) days of Step 1, the parties will establish a representative sample of Benchmarks and/or jobs; will decide what additional information is necessary; and will decide the manner in which such information will be gathered including a schedule of interviews.

### **3. Step 3 - Interview Process**

Interviews will take place over a period of ninety (90) days. The interviews both of bargaining unit employees and of managers will be conducted jointly by Union/Industry members of the Technical Committee (or designates).

### **4. Step 4 - Assess the Results**

Within thirty-five (35) days of Step 3, the Technical Committee will review the results of the gathering of job information including the interviews.

### **5. Step 5 - Comparison of Relative Job Values**

Within forty-eight (48) days of Step 4, the Steering and the Technical Committees will use the results of the assessment of job values to determine the extent of gender-based wage discrimination.

### **6. Step 6 - Implementation Schedule**

Within twenty-eight (28) days of Step 5, the Steering Committee will establish a schedule for implementing the necessary pay equity adjustments, with the first adjustments effective April 1, 1993. The cost of the adjustments effective April 1, 1993 shall be one percent (1%) of the total salaries of the bargaining unit (but in no event less than \$6 million).

### **Disputes Pay Equity Arbitrator**

1. Any dispute between the parties about the interpretation, application or alleged violation of the provisions of this article of the collective agreement, including any disputes arising from the application of the processes in the above six steps, shall be referred to Stephen F.D. Kelleher, Q.C. as pay equity arbitrator. Where the dispute pertains to one of the above six steps, it will be referred to the pay equity arbitrator not later than seven (7) days prior to the maximum of the time frame of the particular step.
2. For disputes arising under the provisions of this article, other than those arising under the heading Interim Pay Equity Adjustments or those arising under paragraph 6 (BCGEU comparability) of the heading General, the parties agree to the following expedited arbitration process:
  - (a) Hearings shall be at locations directed by the pay equity arbitrator.
  - (b) The parties will not use lawyers for presentations.
  - (c) The presentations will be short and concise. Written argu-

ments will not exceed five (5) typed pages. Each party's oral argument shall not exceed four (4) hours.

- (d) The pay equity arbitrator will give the parties a succinct written decision within seven (7) days of the hearing.
  - (e) The decisions of the pay equity arbitrator will be final and binding.
3. For disputes arising under paragraph 6 (BCGEU comparability) of the heading General, the following shall apply. Within forty-five (45) days of the effective date stipulated by paragraph 6 aforesaid, the parties will meet and endeavour to agree upon the exact implementation of the principle of comparability. If, by fifteen (15) days prior to such effective date, full agreement has not been reached, either party may refer the outstanding issues to the pay equity arbitrator for binding determination. In the exercise of his jurisdiction under this paragraph, the pay equity arbitrator may determine his own procedure, but will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that the pay equity arbitrator will have rendered a decision on any outstanding issues within sixty (60) days of the matter being referred to him.

### **Framework of Job Evaluation Factors**

- 1. **Education** - measuring the level of formal education required to perform the duties of the job.
- 2. **Training and Experience** - measuring the degree of training and experience required to perform the duties of the job.
- 3. **Physical Demands** - measuring the degree of physical demands required to perform the duties of the job.
- 4. **Mental Demands** - measuring the degree of mental demands required to perform the duties of the job.
- 5. **Independence** - measuring the degree of supervision or guidance received in performing the duties of the job.
- 6. **Supervision** - measuring the degree of supervision exercised over other employees.
- 7. **Responsibility** - measuring the degree of responsibility of the process, function, data, people.
- 8. **Communication** - measuring the type of communications requirements in performing the duties of the job.
- 9. **Services to people** - measuring the nature of the services, and/or care giving to others as required by the performance of the duties of the job.

10. **Working Conditions** - measuring the conditions under which the normal performance of the duties occurs.

**Ongoing Pay Equity Implementation Review Process**

Within six (6) months of the finalization of Step 6 of the Job Value Comparison Plan, the Joint Pay Equity Steering Committee will meet to review the impact of any changes to benchmarks and pay rates on the Job Value Comparison Plan.

The Committee will meet semi-annually thereafter.

Any dispute between the parties about the ongoing pay equity implementation review process shall be heard by an arbitrator agreed upon by the parties. He or she shall proceed in accordance with the expedited process outlined in Article 49: Disputes Pay Equity Arbitrator. If the parties are unable to agree on an arbitrator the appointment will be made by the Chair of the Labour Relations Board of B.C.

## **ADDENDUM**

### **- Group Life Insurance Plan -**

See Article 40 - Employees formerly covered by other collective agreements will be governed by Group Life Insurance provisions, if any, found in their respective former collective agreements.

The HEABC and the Association agree that the group life insurance plan shall be governed by the terms and conditions set forth below.

### **GROUP LIFE INSURANCE PLAN**

#### **Section 1 - Eligibility**

Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

#### **Section 2 - Benefits**

The Plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000.00) and standard 24-hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her/his group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

#### **Section 3 - Premiums**

The cost of the plan shall be borne by the Employer.

## **ADDENDUM**

### **- Long-Term Disability Insurance Plans -**

#### **Long-Term Disability Insurance Plans**

The HEABC and the Association agree that the long-term disability insurance plans shall be governed by the terms and conditions set forth below. For employees previously covered by the HEABC/HEU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), this amended plan is effective July 6, 1998 (unless otherwise indicated). For all other employees, the terms of this Plan are effective April 1, 1999.

#### **\* Explanatory Note:**

There are two effective dates for defining an "existing claimant". For employees previously covered by the HEABC/HEU Master Agreement provisions underwritten by the HBT, an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees substitute the date "April 1, 1999" for "April 1, 1998" and substitute "March 31, 1999" for "March 31, 1998", wherever found in this Addendum.

#### **LONG-TERM DISABILITY PLAN**

##### **Section 1 - Eligibility**

- (A) Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the three-month 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 34.03 of the collective agreement which reads:

*Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to her/his former job and increment step.*

*If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.*

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her/his former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her/his seniority rights if necessary, pursuant to Article 17.06 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 (effective the first pay period between September 30, 2004 and October 13, 2004: 150 working hours) unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Effective April 1, 1999 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. For employees previously covered by the HEU/HEABC Master Collective Agreement, this provision is effective July 6, 1998. Employees to be permitted to enroll in some or all of the above plans. The employee's share of premiums for such coverage is to be paid in advance, on a monthly basis.

**Municipal Pension Plan** - Employees on long-term disability shall be considered employees for the purposes of the Municipal Pension Plan in accordance with the *Public Sector Pension Plans Act and Municipal Pension Plan Rules*.

**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.

## **Section 2 - Waiting Period and Benefits**

(A) Employees Disabled Prior to April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

(1) Supplemental Monthly LTD Benefit

- (a) The Parties agree that the eligible employees, who have been and continue to receive benefits under the provisions of the LTD Plan that was in effect prior to the effective date of this agreement, ought to be afforded benefit enhancements. The intent is to ensure that these eligible employees are not unduly disadvantaged or excluded from enhancements to benefits under the

LTD Plan effective the date of this agreement because they were:

- (i) eligible for benefits or were receiving benefits prior to and including March 31, 1998; and
  - (ii) not actively at work due to illness or injury prior to and including March 31, 1998.
- (b) Commencing on the ratification date of this agreement (or no later than April 1, 1999 for non-HEU Master employees) and continuing for a further thirty-six (36) months thereafter, all eligible employees who, prior to and including March 31, 1998 were receiving or, were entitled to receive benefits under the LTD Plan and, who:
- (i) are not eligible for the LTD Plan Early Retirement Incentive Provision; and,
  - (ii) have been receiving LTD benefits for four (4) years or more following the date of disability; and
  - (iii) are medically unable to participate in a Rehabilitation Plan shall be eligible for a Supplemental Monthly LTD Benefit.
- (c) The Supplemental Monthly LTD Benefit shall be determined as follows:
- (i) obtain the gross monthly LTD benefit that the employee is entitled to receive based on the monthly earnings of her/his regular occupation at the date of disability;
  - (ii) obtain the gross monthly LTD benefit that the employee would be entitled to receive based on the current monthly earnings of her/his regular occupation as at the date of disability;
  - (iii) obtain the difference between (i) and (ii) above;
  - (iv) multiply the answer to (iii) above by 25% and add to (i) above to determine the adjusted gross monthly LTD benefit;
  - (v) deduct from the answer to (iv) above the applicable offsets in Section 5 to determine the adjusted net-of-offsets monthly LTD benefit; and,
  - (vi) deduct the eligible employee's current net-of-offsets LTD monthly benefit entitlement to determine the amount of the Supplemental Monthly LTD Benefit.

The Supplemental Monthly LTD Benefit shall be paid as a separate benefit in addition to the regular monthly LTD net-of-offsets benefit that the employee is eligible to receive.

(B) Employees Disabled on or After April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

- (1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$2,800 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$2,800 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$2,800 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2(B)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$2,800 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$2,800 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT every four years. (Note: the \$2,800 figure will be adjusted as set out in Section 2(B)(1) above).

(C) All Claimants

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by her/his hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or the effective date of early retirement under this plan, whichever occurs first.

- (D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
- (2) using sick leave credits to top off the long-term disability benefit; or
- (3) banking the unused sick leave credits for future use.

- (E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

- (F) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

### **Section 3 - Total Disability Defined**

- (A) Employees disabled Prior to April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

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 her/his own occupation for the first two (2) years 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 eighty-five percent (85%) of the rate of pay of her/his regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

- (B) Employees Disabled on or After April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

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 her/his own occupation for

the first two (2) years 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 her/his 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.

(1) Residual Monthly Disability Benefit

The Residual Monthly Disability Benefit is based on 85% of her/his rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her/his regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her/his regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for her/his regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net-of-offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her/his regular occupation) applicable to any gainful occupation that she/he is able to perform.

*Example:*

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(a) Monthly LTD net-of-offsets benefit	= \$1,000.00 per month
(b) 85% rate of pay at date of disability	= \$13.60 per hour
(c) 70% of current rate of pay	= \$12.12 per hour
(d) percentage difference [(b/c) - 1]	= 12.2%
(e) Residual Monthly Disability Benefit (a x d)	= \$122.00

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(C) All Claimants

- (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:

- (a) can be expected to facilitate her/his return to her/his own job or other gainful occupation; and
- (b) 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 she/he 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 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, her/his 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

- (a) In the event that the eligible employee does not agree:

- (i) with the recommended rehabilitation plan, or,
- (ii) that she/he is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,  
to ensure benefit entitlement under the LTD Plan, the employee must either:

- (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,

- (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee members shall be composed of one (1) employer nominee, one (1) union nominee and a neutral chair appointed by the nominees. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- (i) does not agree with the recommended Rehabilitation Plan; or
- (ii) does not agree that she/he could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision her/his entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(5) Rehabilitation Benefit Incentive Provisions

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - (i) return to work on a gradual or part-time basis
  - (ii) engage in a physical rehabilitation activity; and/or
  - (iii) engage in a vocational retraining programshall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.
- (b) 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 her/his 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:

- (i) 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 Part B, Section 2(A) or (B) (as the case may be) of the Addendum, 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;
- (ii) 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,
- (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and,
- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

“Rehabilitative employment” shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee’s doctor and the underwriter of the Plan.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

(6) Joint Rehabilitation Improvement Committee

During the term of the agreement, one (1) person from HEABC and one (1) person from the Healthcare Benefit Trust shall meet the two (2) representatives of the Association of Unions. The parties will work together to improve the Rehabilitation Process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experi-

enced by the LTD Plan and as a result of the Rehabilitation Provisions.

#### **Section 4 - Exclusions from Coverage**

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 her/his regular occupation;
- (C) intentionally self-inflicted injuries or illness.

#### **Section 5 - Integration with other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include but is not limited to:

- (A) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and
- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by a compulsory act or law; and
- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she/he would be entitled if her/his application for such a benefit were approved; and
- (E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan.

## **Section 6 - Successive Disabilities**

If following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

## **Section 7 - Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, her/his allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

## **Section 8 - Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

## **Section 9 - Premiums**

The cost of this Plan shall be borne by the Employer. Payment

of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

### **Section 10 - Waiver of Premiums**

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

### **Section 11 - Claims**

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Parties. The claims-paying agent shall provide toll-free telephone access to claimants. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have her/his claim reviewed by a claims review committee composed of three medical doctors - one designated by the claimant, one by the Employer, and a third agreed to by the first two doctors.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no later than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

### **Claims Adjudication Committee**

During the term of the Agreement, one person from HEABC and one person from the Health and Benefit Plan shall meet with two (2) representatives of the Association. The parties will work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims adjudication.

### **Section 12 - Administration**

The Employer shall administer and be the sole trustee of the Plan. The Association shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9, 10 and 11 of the collective agreement.

### **Section 13 - Collective Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the collective agreement.

### **Section 14 - LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that she/he would have been entitled to receive at the normal retirement date, had she/he not applied for early retirement, regardless of when the early retirement incentive provision is activated.

(A) An employee under this Agreement who is:

- (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more, and
- (2) eligible for early retirement pension benefits
- (3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that her/his application for early retirement is being processed with her/his pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she/he may still be eligible for the LTD Plan Early Retirement Incentive Benefit.

(B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:

- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
- (2) the amount of the monthly early retirement benefit that the employee will receive;
- (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
- (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
- (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of Municipal Pension Plan benefit,

Canada Pension Plan retirement benefit and any other disability income referred to in Part B - Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- (C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.
- (D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.
- (E) Joint Early Retirement Improvement Committee  
Within six (6) months of the ratification of this agreement, one (1) person from HEABC and one (1) person from the Healthcare Benefit Trust shall meet with two (2) representatives of the Association of Unions. The parties will work together to improve the early retirement incentive process. The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

### **Section 15 - LTD Benefit Re-opener**

The Parties agree to an LTD Benefit re-opener eighteen (18) months after the ratification date of this Agreement to determine:

- (A) firstly, whether or not the Supplemental Monthly LTD Benefit will continue beyond the 36-month period and/or be increased for a further period of time; and
- (B) secondly, whether or not the employers' portion of premiums for medical, dental, extended health, and accidental death and dismemberment insurance will be increased, depending upon whether there has been an experience savings as a result of the changes to the LTD Plan (i.e., a net savings).  
The Association will have access to all relevant information

available to the Trust to determine whether there has been an experience savings as a result of the changes to the LTD plan (i.e., a net savings).

Any outstanding issues from this LTD Benefit re-opener shall be referred to Don Munroe for final and binding resolution.

## **Section 16 - Return to Work Programs**

### **Preamble**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

### **Mutual Commitment**

The Employer and the Union are committed to a safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates. Employer creation of a return to work program is voluntary.

### **Consultation**

Return to work programs will be part of an Approved Rehabilitation Plan under the Long-Term Disability Plan.

### **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. The Employer shall not have contact with the employee's physician, without the employee's consent.

### **Types of Initiatives**

Return to work programs may consist of one or more of the following:

1. **Modified Return to Work:** Not performing the full scope of duties.
2. **Graduated Return to Work:** Not working regular number of hours.
3. **Rehabilitation:** Special rehabilitation programs.
4. **Ergonomic Adjustments:** Modifications to the workplace.

### **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

## **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 38.

Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

- (a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:

Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.

- (b) Employees in receipt of LTD benefits:

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue to be waived as outlined in the Addendum - Group Life and Long-Term Disability Insurance Plans.

## **No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Long Term Disability. Participation in a program will not delay entitlement to LTD benefits, except as otherwise provided in the Long Term Disability Addendum.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than proceeding under the Long Term Disability Addendum (Claims Review Committee and Rehabilitation Review Committee).

## **ADDENDUM**

### **- Casual Employees -**

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) vacation relief;
  - (2) sick leave relief;
  - (3) education relief;
  - (4) maternity leave relief;
  - (5) compassionate leave relief;
  - (6) union business relief;
  - (7) educational leave relief;
  - (8) such other leave relief as is provided by the Collective Agreement; or
  - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.
2. 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 in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to her/his position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular

incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

- (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, she/he will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum 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 38, Section 38.01 - Medical Plan

Section 38.02 - Dental Plan

Section 38.03 - Extended Health Care Plan

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.

- 5. Casual employees are entitled to all benefits of this Agreement except the following:

- (1) Article 13 - Probationary Period;
- (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09 and 14.10;
- (3) Article 14.12 - Portability;
- (4) Article 17 - Technological, Automation and Other Changes/Employment Security Agreement;
- (5) Article 17.04 - Reduction in the Work Force;
- (6) Article 18.01 - Employer's Notice of Termination;
- (7) Article 19 - Scheduling Provisions except 19.01(e);
- (8) Sections 21.09 and 21.10 of Article 21 - Overtime;
- (9) Sections 28.03 and 28.04 of Article 28 - Vacations;
- (10) Article 29 - Compassionate Leave;
- (11) Article 30 - Special Leave;
- (12) Article 31 - Sick Leave, WCB, Injury-On-Duty;
- (13) Article 32 - Educational Leave;
- (14) Article 33 - Jury Duty;

- (15) Article 34 - Leave - Unpaid;
  - (16) Article 35 - Maternity Leave;
  - (17) Article 36 - Adoption Leave;
  - (18) Article 38 - Health Care Plans;
  - (19) Article 39 - Long-Term Disability Insurance Plan;
  - (20) Article 41 - Municipal Pension Plan, except as otherwise provided by legislation; and
  - (21) Article 43 - Severance Allowance.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
7. 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) The Employer shall call by either telephone or cellular phone (or pager by mutual agreement) 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. Employers may agree at the local level to develop a system to contact eligible employees who are already at work. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
  - (3) All such calls shall be recorded in a log book 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 of the person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
  - (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.

8. Casual employees shall not be dismissed except for just and proper cause.
9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
10. (1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
  - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
  - (3) Within two weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy:
    - (a) of the master casual seniority list; and
    - (b) of each classification registry maintained by the facility.
11. (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service. Effective September 30, 1993 casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours. In the calculation of probationary periods, hours worked before the first pay period prior to September 30, 1993 and after the first pay period between September 30,

2004 and October 13, 2004 will be based on four hundred and eighty-eight (488) hours.

- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Agreement.
  - (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- (1) Dividing her/his number of seniority hours by a factor of 7.5 (or by a factor of 7.0 in the event that the hours of work of regular employees under Article 20 shall be reduced to 35) which shall be deemed to be the number of days worked; and then  
Effective September 30, 1993, for hours worked after the first pay period prior to September 30, 1993 dividing her/his number of seniority hours by a factor of seven point two (7.2) which shall be deemed to be the number of days worked; and then effective the first pay period between September 30, 2004 and October 13, 2004, divide seniority hours by a factor of 7.5; and then
  - (2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
  - (3) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Worker's Compensation Benefits.
13. Casual employees shall receive twelve point two percent (12.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.
14. (1) Upon completion of one hundred and eighty (180) hours of work (effective September 30, 1993 to the first pay period between September 30, 2004 and October 13, 2004: 172.8

hours), casual employees shall be given the option to enroll in the following plans:

- (a) medical services plan;
- (b) dental plan;
- (c) extended health plan.

An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.

- (2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.
15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
- (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then
  - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point five (7.5). (In the event that the hours of work of regular employees shall be reduced to thirty-five (35) under Article 20, this factor shall be reduced to seven (7.0).) Effective September 30, 1993 for hours worked after September 30, 1993 to the first pay period between September 30, 2004 and October 13, 2004, this factor shall be reduced to seven point two (7.2) hours.
16. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer

than four (4) days the employee shall be relieved of her/his regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Articles 14.15, 27.10, 28.10, 30.02 and 31.14 of the collective agreement.

Sick leave credits accumulated under the provisions of Article 31.14 may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

17. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

# **ADDENDUM**

## **- Maintenance Agreement and Classification Manual - MAINTENANCE AGREEMENT**

### **1) Introduction**

The purpose of this agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the health care industry.

### **2) Coverage**

The provisions of this agreement shall apply to all work which is now or shall come within the scope of the Collective Agreement between the parties. This agreement, including the Classification Manual, shall be incorporated in and become part of the Collective Agreement.

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

### **3) Existing Rights**

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

- (1) Subject to the Collective Agreement and subject to procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs;
- (2) The Union has the right to enforce all the provisions of the Collective Agreement and this agreement and in particular may ensure that:
  - (a) a job has been established in a proper manner under the terms of the Collective Agreement and this agreement;
  - (b) a job description accurately describes the work required to be done;
  - (c) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done and consistent with agreed to benchmarks;
  - (d) a job is properly classified in relation to the benchmark class specifications; and
  - (e) a position is assigned to an appropriate job description.
- (3) Where a conflict arises between the Collective Agreement and this Agreement, the Collective Agreement shall take precedence.

#### **4) Benchmark Class Specifications**

- (1) The benchmark class specifications in existence at the date of this agreement and agreed to by the parties and attached as Schedule A shall constitute the sole criteria for classifying work in the health care industry covered by the Collective Agreement. Except as provided for in Section 9, no new benchmark class specification shall be introduced and no existing benchmark class specification shall be changed except by mutual agreement between the HEABC and the Union. Neither party shall withhold mutual agreement unreasonably.
- (2) The rate levels which are set out in Schedule B to this agreement shall be assigned a value derived from the wage schedule of the Collective Agreement. Each benchmark class specification shall be assigned to an appropriate rate level which shall be deemed to comprise part of the specification.

#### **5) Job Descriptions**

- (1) The job descriptions which are in existence on the date of this agreement and agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (4) Each regular employee shall be provided with a copy of the agreed to job description for her/his position.

#### **6) Establishment of New Jobs**

- (1) Prior to the establishment of a new job, the Employer shall:
  - (a) write a new job description;
  - (b) classify the new job in relation to the benchmark class specifications; and
  - (c) assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.

- (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
- (4) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

## **7) Changes to Existing Jobs**

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
  - (a) revise the permanent job description or write a new job description; and
  - (b) classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

## **8) New or Changed Positions**

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position she/he shall be displaced by the service of an appropriate notice to that effect.

- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2) indicating in what manner her/his position has changed and why she/he thinks the job description to which her/his position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the HEABC and the Union.
- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the HEABC and the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

## **9) Appeals**

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days. If the Employer's written response is not provided within the time limit, the Union may, within a further thirty (30) days, refer the dispute to the Classification Referee.
- (2) Within fifteen (15) days of receiving the Employer's written response, the Union will notify the Employer whether the Employer's written response is acceptable. If the Employer's written response is not acceptable, the parties, including HEABC and the Union, shall meet within a further fifteen (15) days to disclose fully each party's case and to seek to resolve the dispute. Each party will set out for each grievance its understanding of the matter in dispute. The parties will seek to narrow the issues of fact in dispute and will conclude agreements on fact to the degree that they can agree. If the parties are unable to resolve the dispute, either party may, within a further period of thirty

- (30) days, refer the dispute to the Classification Referee for a final and binding decision.
- (3) Within ten (10) calendar days of the dispute being referred to the Referee, the Union shall provide the Referee with written reasons in support of the appeal.
  - (4) Within sixty (60) calendar days of the receipt of the appeal the Referee shall make every effort to hear the dispute and render a final and binding decision in writing.
  - (5) The decision of the Referee shall be based upon the same criteria applicable to the parties themselves. Where the Referee allows the appeal her/his decision shall be limited to a direction that:
    - (a) the position be assigned to another existing job description and may include a direction that any incumbent in the position be displaced and that any vacancy be posted under Article 16.01 of the Collective Agreement;
    - (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, level of responsibilities and required qualifications of the position; or
    - (c) except as outlined below, the job be appropriately classified, provided that the Referee shall not have jurisdiction to classify a job except within the existing benchmark class specifications including the rate level;
    - (d) where the Referee concludes that a position does not conform to an existing benchmark class specification, the Referee shall notify the HEABC and the Union of her/his decision. The HEABC and the Union shall endeavour to establish an appropriate benchmark class specification for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) days to the Referee as to the appropriate benchmark to be established. The Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Referee shall be binding on the parties. The Referee shall also establish an appropriate wage level for the new or revised benchmark.
  - (6) A hearing called by the Referee shall have the same status as an Arbitration Board pursuant to Article 11 of the Collective Agreement.

*Note: Amendments to sections 9(1), (2) and (3) of Maintenance*

*Agreement are in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.*

#### **10) Classification Referee**

- (1) The Referee(s) shall be mutually agreed to by the HEABC and the Union.

In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment.

The Referee shall be appointed for the term of the Collective Agreement and may thereafter be terminated by either party upon sixty (60) days written notice to the Referee and the other party.

- (2) The fees and expenses of the Referee shall be borne equally by the Employer and the Union.
- (3) The parties shall meet every month, or as often as required, to review outstanding Job Review Requests to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

#### **11) Expedited Classification Appeals**

The classification expedited arbitration process shall be governed by the following principles:

- (1) The location of the hearing shall be agreed to by the parties, but will be at a location central to the geographic area in which the dispute arose.
- (2) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- (3) The parties shall utilize staff representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.
- (4) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein. The arbitrator shall make every effort to deliver a decision to the parties within seven (7) days of the hearing.
- (6) Outstanding classification appeals shall be heard under

this article by Judi Korbin, Joan Gordon or John Kinzie. The decision of the Classification Referee shall be final and binding on both parties.

- (7) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.
- (8) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

## 12) **Pay Adjustments**

- (1) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give him/her a monthly increase and the increment anniversary shall be that date.
- (2) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (3) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (4) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of her/his prior job, and shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served pursuant to Section 8.1 shall be covered by this provision.

## 13) **Definitions**

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-

time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.

- (2) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) **Employer:** A hospital or health organization covered by the Collective Agreement between the HEABC and the Union.
- (5) **Union:** The Association of Health Services and Support Workers Facilities Subsector (represented by the Hospital Employees' Union, B.C. Government and Service Employees' Union, the International Union of Operating Engineers, the Construction and Specialized Workers' Union, the International Brotherhood of Electrical Workers Local No. 230, the United Steelworkers of America Local 9705, the British Columbia Nurses' Union, the United Brotherhood of Carpenters and Joiners of America Local No. 1598, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local No. 324, the International Union of Painters and Allied Trades Local No. 138)
- (6) **HEABC:** The Health Employers Association of British Columbia.
- (7) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

## CLASSIFICATION MANUAL

### 1) Introduction

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

### 2) Benchmarks

Benchmark class specifications set forth a list of duties by which jobs or positions are distinguished and classified under the Classification System.

Benchmarks also set forth the qualifications appropriate to a position classified to the level of the benchmarks.

Benchmarks do not describe positions. They cover a wide diversity of positions by identifying work duty criteria and qualifications shared by positions at the same classification level and hence the same salary level.

### 3) **Format of Benchmarks**

(1) All benchmark class specifications are grouped together on a basis of closely related functional activities, fields of work or occupations. Each of these groups is called a “job family”. There are eleven (11) job families in the Classification System:

- 1) Clerical
- 2) Food Service
- 3) Housekeeping
- 4) Laundry
- 5) Maintenance
- 6) Stores
- 7) Trades
- 8) Transportation
- 9) Patient Care
- 10) Patient Care Technical
- 11) Miscellaneous

(2) Within each job family there is a class series. For example:

Job Family:	Food Services
Class Series:	Food Service Workers
Class Series:	Cooks
Class Series:	Bakers
Class Series:	Food Service Supervisors

In some cases there is only one class series in a job family. For example:

Job Family:	Transportation
Class Series:	Transportation

### (3) **Benchmark Title**

Each benchmark within a class series is identified as a benchmark title. For example:

Class Series:	Transportation
Benchmark Title:	Transportation Attendant 1

Benchmark Title: Transportation Attendant 2  
Benchmark Title: Transportation Attendant 3  
Benchmark Title: Transportation Attendant 4

(4) **Rate**

The salary level for each benchmark is identified as a “rate” and the corresponding dollar amount is in Schedule B of the Maintenance Plan. For example:

Rate: LW

Schedule B - Aug 1/82 \$1,647.00 per month

(5) **Benchmark Definition**

The duties listed in the benchmark class specification are a representative sampling of the kinds of work which will result in a position being classified at the Benchmark Level.

(6) **Qualifications**

The qualifications set forth in a benchmark reflect the standard at that level under the Classification System.

Membership in a professional association or group is not a required qualification for any position under the Classification System.

(7) **Job Descriptions**

All job descriptions must be drafted in a similar format, with definitions and rules as apply to benchmark class specifications.

The qualifications set forth in a job description must be consistent with the qualifications set forth in the benchmark class specifications for that level.

4) **Principles of Classification**

The purpose of benchmarks is to establish the means whereby jobs may properly be classified and distinguished under the broad banding classification system.

To that end, a job should be classified according to:

- (i) the type of duty and level of responsibilities/skills which are performed to an extent material to reasonable standards of job classification; and
- (ii) qualifications that are required;  
and consistent with the following:
  - (i) **Integrated jobs.** Where a job encompasses work in two or more benchmark classes but it is administratively impractical to keep track or even identify when the incumbent is

working within one or the other of the classes, she/he should be classified at the highest classification of the jobs being performed.

- (ii) **Substitutional positions.** Where an employee is required to regularly substitute in a higher-rated position over an indeterminate period and/or to carry qualifications that permit him/her to substitute in such higher position, she/he should be classified and paid at the higher classification level.
- (iii) **Special licenses and certificates.** Where an employee is required to carry a special licence, certification or qualification, requiring the equivalent of at least three (3) months full-time study, such as trades qualification, stationary engineer's certificate or practical nurse's license, she/he should be classified consistently with such license certificate or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.

If more than one such license, certificate, or qualification is required to be carried, the highest level of such item shall determine the classification level.

From time to time by direction of statute or professional association, separate certification is required to perform specific work already included in the job scope and requiring no additional training or education beyond the benchmark expectations. Where this occurs, attaining and maintaining the separate certification is the responsibility of the employee and will not constitute grounds for a classification review. The Employer will make every reasonable effort to assist the employee in attaining and maintaining this required certification.

*Note: Amendments to section 4(iii) of the Classification Manual are in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.*

## **Position Not Person**

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

## **5) Glossary of Terms**

### **(1) Supervision Received:**

The type of supervision received is indicated in the benchmark only if it has a direct bearing on the evaluation of a position.

(2) **Direct Supervision:**

All work performed is assigned, checked and continuously observed by the designated supervisor and is performed in sight of the designated supervisor.

(3) **Close Supervision:**

All work performed is assigned and the end product is checked for accuracy and completeness by the designated supervisor.

(4) **General Supervision:**

Work performed is assigned by the designated supervisor with the method/manner of performing the work left up to the employee. Work is checked for completion of tasks rather than for specific detail of duties.

(5) **Supervision:**

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.

(a) **Supervisor:**

Employee who gives work direction to subordinate staff including scheduling, arranging vacations and authorizing overtime.

(b) **In Charge:**

Oversee the day-to-day operation of an assigned area. This involves a variety of administrative duties such as making recommendations regarding budget, allocating resources, overseeing and updating standards and procedures and may involve supervision of designated staff.

(c) **Working Supervisor:**

Employee who is a supervisor similar to above but in addition performs hands-on work.

(d) **Lead Hand:**

Employee who performs hands-on work in a group or small section of a department (usually four or fewer employees) and directs work assignments and is responsible for its completion.

Employees providing work direction or supervision must be layered over (i.e. placed at a higher classifica-

tion than) all employees to whom direction or supervision is provided. The resulting classification will be determined by the classification levels of the applicable job family.

(6) **Number of Positions Supervised:**

Regular positions assigned to the area, not full-time equivalents.

(7) **Related Experience:**

Previous experience related to the duties associated with the position.

(8) **Recent Experience:**

Experience acquired within the previous six (6) years.

(9) **Domestic Washers/Dryers:**

Capacity up to fifty (50) pounds (dry weight).

(10) **Non-Domestic Washers/Dryers:**

Capacity of more than fifty (50) pounds (dry weight).

(11) **Technical Typing:**

Deals with specialized terminology such as medical terminology, legal terminology, accounting terminology, etc.

(12) **Direct Billings:**

Billings processed directly to an agency instead of through the Business Office of the facility.

(13) **Assist:**

To work under the direction of another who regularly checks, verifies, reviews, adjusts and corrects the work performed as it is being performed.

(14) **Work Direction:**

Checking, verifying, reviewing, adjusting, correcting, coordinating and/or assigning work to others. May also include training and orientation duties ensuring standardization of procedures.

(15) **Administrative Functions:**

Include any or a combination of: liaising with other departments on work flows and other matters; participating in interdepartmental meetings; coordinating transactions with external agencies on behalf of department; formulating and updating departmental procedures; recommending changes to Administration; compiling statistical reports on departmental activity.

### Administrative Levels Duties

First level: As listed above.

Second level: Participates in development and monitoring of departmental budget.

### (16) **Secretarial Support Functions:**

Include any or a combination of the following: typing correspondence, memos, reports, minutes, manuals; drafting, composing routine correspondence; arranging meetings; preparing agendas for meetings; taking, transcribing, editing minutes; maintaining appointment book for superior; making travel arrangements.

## **ADDENDUM**

### **- Report and Recommendations of Industrial Inquiry Commissioner -**

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE

BETWEEN

HEALTH EMPLOYERS ASSOCIATION OF B.C.

AND

HOSPITAL EMPLOYEES' UNION

B.C. NURSES' UNION

HEALTH SCIENCES ASSOCIATION

BRITISH COLUMBIA GOVERNMENT AND SERVICE  
EMPLOYEES' UNION

INTERNATIONAL UNION OF OPERATING ENGINEERS

REPORT AND RECOMMENDATIONS  
OF INDUSTRIAL INQUIRY COMMISSIONER  
VINCENT L. READY

TO

THE HONOURABLE PENNY PRIDDY  
MINISTER OF LABOUR

## INTRODUCTION

By Notice of Appointment dated April 23, 1996, I was constituted an Industrial Inquiry Commission pursuant to Section 79 of the *Labour Relations Code*, S.B.C., c.82 in the ongoing collective bargaining dispute between Health Employers' Association of British Columbia (HEABC), and a number of health care unions.

As a result of the Dorsey Commission recommendations, a new bargaining structure of health care unions was created. Through Articles of Association, the Hospital Employees' Union (HEU), British Columbia Government and Service Employees' Union (BCGEU), International Union of Operating Engineers (IUOE) came together to bargain with HEABC at what was referred to as the "Facilities' Bargaining Table". The British Columbia Nurses' Union (BCNU) and HEABC met at the "Nurses' Bargaining Table" and through Articles of Association, the Health Sciences Association (HSA) and British Columbia Government and Service Employees' Union (BCGEU), came together to bargain with HEABC at what was referred to as the "Paramedical Professionals' Bargaining Table".

The collective agreements which govern the relationship between HEABC and the HEU, HSA and BCNU expired on March 31, 1996. Those parties, together with the Government of British Columbia, were also governed by the Employment Security Agreement, commonly referred to as the Health Accord, which expired on March 30, 1996.

Notwithstanding intensive and protracted negotiations, the parties have failed to reach agreement for the renewal of their collective bargaining agreements. Their impasse resulted in the Minister of Labour, the Honourable Penny Priddy, constituting the Industrial Inquiry Commission, the terms of reference for which were carefully crafted so as to appropriately deal with the complex nature of this dispute.

The terms of reference are as follows:

WHEREAS there is a commitment by the Government of British Columbia to continued high quality, affordable health care with equal access by all of its citizens;

AND WHEREAS the structure, organization, management and mandate of the health care system has been under review to secure that commitment and, with it, a healthier and happier future for all British Columbians throughout the 1990's and into the twenty-first century;

AND WHEREAS the provision of health services is concomitant with the preservation of dignity and respect;

AND WHEREAS in these times of rapidly expanding population, technological change and rising costs, the search for innovative solutions and creative alternatives is imperative for the continued sustainability of the health care system;

AND WHEREAS the Government of British Columbia has put forward a clear vision for maintaining its articulated commitment to health care along with a direction for achieving improvements in its delivery and cost-effective management;

AND WHEREAS the Government of British Columbia commends all employees involved in the management and delivery of health care for their continued dedication to the well-being, health and safety of all of our citizens;

AND WHEREAS the collective bargaining agreements between health care employers and their employees have expired;

AND WHEREAS negotiations for the renewal of those collective bargaining agreements have not proven successful;

AND WHEREAS the preservation of harmonious labour relations is imperative to the continued security of the health care system;

AND WHEREAS the Government of British Columbia deems it in the best interests of the continued security of the health care system and the health and safety of all of its citizens to appoint an Industrial Inquiry Commission upon the following terms:

1. Pursuant to s. 79 of the *Labour Relations Code*, S.B.C., c.82, the Minister of Labour hereby appoints an Industrial Inquiry Commission consisting of Vincent L. Ready.
2. The Industrial Inquiry Commission shall make such inquiries as it deems necessary and advisable to maintain or secure labour relations stability and promote conditions favourable to settlement of the disputes between Health Employers' Association of British Columbia (H.E.A.B.C.) and Hospital Employees' Union (H.E.U.) and Health Sciences' Association (H.S.A.) and British Columbia Nurses' Union (B.C.N.U.) and International Union of Operating Engineers (I.U.O.E.) and British Columbia Government and Service Employees' Union (B.C.G.E.U.).
3. The Industrial Inquiry Commission shall, without restricting the generality of the foregoing, inquire into and make recommendations to the parties within such time as it deems necessary, or advisable subject to the provisions of s.79(5); or with-

in such time as the Minister may direct, with respect to the following:

- (i) The principles and terms of a labour adjustment agreement;
- (ii) The duration and terms of renewal collective agreements including attachments and appendices thereto;
- (iii) A process for the negotiation and finalization of collective agreements including attachments and appendices thereto and labour adjustment agreements;
- (iv) A process for final resolution of any outstanding issues including the amalgamation or merger of collective agreements and groups within the industry;
- (v) A procedure for approval and ratification of recommendations;
- (vi) Such other matters as the Industrial Inquiry Commission deems necessary and advisable which, without limitation, may include interim solutions applicable to or necessary to give effect to labour adjustment.

4. In conducting its inquiry and making its recommendations, the Industrial Inquiry Commission shall take into account:

- (i) the advancement of health reform objectives, including the sustainability of public sector delivery of quality health care;
- (ii) the effective and efficient utilization of capital and human resources more particularly described by the Public Sector Employers' Council - March (sic) 14, 1996;
- (iii) safe employee workloads;
- (iv) the fiscal reality facing health care as a result of cuts in federal cash transfer payments;
- (v) the overriding and greater public interest;
- (vi) such other factors as the Industrial Inquiry Commission deems relevant.

5. The Industrial Inquiry Commission may make interim recommendations.

6. The Industrial Inquiry Commission shall determine its own procedure and shall hire and retain with the agreement of the Minister, such person and resources as it deems necessary and advisable for the proper and efficient carrying out of its mandate.

7. By agreement of the parties there shall be no lay-offs during the term of the Industrial Inquiry Commission.

8. By agreement of the parties there shall be no strikes or lock-outs during the term of the Industrial Inquiry Commission.

Pursuant to the Hon. Minister's direction I conducted inquiries on April 26, 29, 30 and May 1, 1996. I wish to express my appreciation to the unions and to HEABC for their comprehensive presentations and written briefs which were provided and presented on very short notice.

## **HISTORY OF THE DISPUTE**

Collective bargaining between the parties began at different intervals. At the Facilities Table, HEABC and HEU, BCGEU, IUOE began bargaining on February 22. At this bargaining table, 329 employer collective agreement relationships are covered by approximately 64 collective agreements (including 2 Masters, a number of Standards and single agreements). Employees covered by these agreements number approximately 42,000. The total wage bill is approximately \$1.2 billion. The parties met for 16 days but little consensus was achieved.

At the Nurses table, bargaining began between HEABC and BCNU on February 23. At this bargaining table, 280 employer collective agreement relationships are covered by approximately 82 collective agreements (including a Master, a number of Standards and single agreements). Employees covered by these agreements number approximately 25,000. The total wage bill is approximately \$996 million. The parties met for 7 days but, like the Facilities Table, very little consensus was achieved.

At the Paramedical Professionals Table, bargaining began between HEABC and HSA and BCGEU on March 7. At this bargaining table, 250 employer collective agreement relationships are covered by approximately 85 collective agreements (including two Masters, a mini-Master and single agreements). Employees covered by these agreements number approximately 8,000. The total wage bill is approximately \$511 million. The parties met for 6 days; like the Facilities Table and the Nurses Table, very little consensus was achieved.

I was asked by all the parties to enter these discussions as a mediator. Mediation meetings began on April 1, and took place on April 2, 3, 4, 9, 10, 11, 13, 17, 18, 19, 20, 21, 22, and 23. On April 23, as set out in the introduction, I was appointed by the Minister of Labour as an Industrial Inquiry Commissioner. On April 26, 29, 30 and May 1, I received extensive submissions on the matters in dispute.

It will be seen from the foregoing that the complexity and size

of the bargaining tables and the number of issues between the parties is monumental. An important piece of the bargaining picture was the effect and impact of the expiry of the Health Accord on March 30, one day prior to the expiry of the collective agreements. This resulted in the issue of employment security and labour adjustment becoming the dominant issue between the parties. Indeed this issue overshadowed all of the other important matters.

Even though my involvement has included a number of days as a mediator, I do not have the benefit of any constructive dialogue having taken place between the parties. I am left, therefore, in the difficult and unenviable position of making determinations based on many opposite positions of each party on more than 150 disputed contract issues.

Since the collective bargaining process provides the most appropriate avenue for change at the worksite, coupled with the absence of meaningful collective bargaining, I will, in the Recommendations section of this report, refer a number of matters back to the parties to give them the opportunity to fashion an appropriate collective agreement which will assist change and serve their collective interests.

I turn now to comment on the current and ever-changing health care environment.

## **AN OVERVIEW OF THE EVER-CHANGING HEALTH CARE ENVIRONMENT**

The Province of British Columbia is in the midst of profound change; change which has swept across once-familiar and comfortable institutions upending established practices and compelling a re-evaluation of the traditional role of employers and workers and the unions which represent them.

Dramatic and perilous economic shifts have affected all sectors of our economy, causing disruption, anxiety and a disquieting absence of permanency. Words like downsizing and restructuring have become everyday terms. They may not be fully understood but everyone understands their implications.

It is of little solace to those affected to say that British Columbia is among the more fortunate in a world buffeted by the winds of economic and technological change.

The health care sector, with which this commission is concerned, is in the thick of change embraced by the words downsizing and restructuring. That change is usually referred to as "health care reform". It has been underway in British Columbia since 1991 with the Report of the Royal Commission on Health

Care and Cost. The Report recommended, inter alia, a reduction in reliance on acute care hospitals with high overhead and the implementation of new and creative ways to provide health care services closer to home.

In 1993 the Ministry of Health launched “New Directions for a Healthy British Columbia”, a blueprint for the changes recommended by the Royal Commission. That document set out “specific actions to be implemented by the Government in cooperation with health providers and all British Columbians” with the goal of improving the health system and ensuring its sustainability.

The Government of British Columbia accepted the view of the Royal Commission that there should be greater emphasis on community based care and a reduction in the time spent in acute care facilities to approximately 850 patient days per year for each 1,000 people in the Province.

The Health Accord spoke of “a change in the allocation of resources, including human resources . . .” and went on to suggest a reduction of 4,800 FTE’s over three years.

As a result of the implementation of the recommendations of the Royal Commission on Health Care and Costs, British Columbia’s health care system is entering a transition period that promises to be fraught with change and uncertainty. What may be helpful to recognize in these difficult times, is that this type of journey is not unique to British Columbia, but that health care systems nationally and internationally are experiencing similar pressures for change.

Widespread and increasing fiscal pressures and finite resources are making it necessary to explore cost savings and efficiencies never before considered. At the same time, demographic shifts and increasingly well informed consumers are demanding the highest quality of care available.

The search for efficiencies and the need to break down barriers will be more far reaching than imagined. On page 24 of Dorsey’s report and recommendations, he states:

“Boundaries created by funding policies, credentials creating exclusive areas of practices, professional rivalries and other turf issues, trade union representation and jurisdiction, bargaining unit boundaries and so on, all create present or potential interruptions or breaks in seamless care.”

The requirement for flexibility will become paramount in providing quality care in new and innovative ways. In the new world “the health status of our community is much more than the nega-

tive absence of illness, the New Directions are toward improvement of illness prevention and enhanced quality of life, as well as more effective curative treatments.” (Dorsey, p. 10)

While one cannot predict exactly how this journey will end, it is reasonably certain that before it is ended, significant change will have touched every aspect of care delivery, from governance, to management structure, to the very method by which front line workers deliver care.

Upon reviewing the recommendations of the Seaton Commission and a variety of New Directions documents, it has become abundantly clear that the new health care world may include any or all of the following:

- shifting of resources from institutional to community based care, where appropriate;
- rationalization of existing community based services;
- elimination of fragmentation and duplication of services;
- improving access for consumers and reducing bureaucratic overhead and administration;
- a focus on funding investments in those programs and services which have the best health outcomes and are most appropriate to the needs of individual communities;
- regional or system approach to the integration of management and governance;
- re-location, re-training and adjustment of the labour force.

In the Report and Recommendations of Health Sector Labour Relations, Commissioner Dorsey, at page 18, substantiates the foregoing:

“The New Directions policy agenda, following the lead of the Royal Commission, is toward integration and less rigidity. There is a shift toward integration and less rigidity. There is a shift toward a community care culture or wellness model of health. The clear challenge in the workplace will be to face and question the need and limit of work practices and divisions of labour and expectations based on the past credentialization of treatment and care procedures. Change will be difficult. Health worker education and training, established procedures, entrenched work practices, and classification structures, collective agreement terms, occupational turf, ingrained attitudes and beliefs and public expectations and conditioning are only a few of the hurdles...”

In the midst of all of this, it must be remembered that change can only result in constructive and positive outcomes if it respects the values, traditions, cultures and history of all those with an

interest in the system, including care recipients, care providers, workers, employers, unions, tax payers and government. Indeed this is a difficult balance to strike.

Since health care is a system of people taking care of people, the contribution of the health care worker must be respected as always being fundamental to the provision of quality care. And, in fact, this contribution has never been more important than it will be in this next period of unprecedented change. Navigating through sustained periods of transition and uncertainty takes up a good deal of energy. The Dorsey Commission Report contains a reference to well-known author, Michael Decker:

“Change is stressful. Pace of change is a real issue. A lot of health care leaders and providers are wearied by the pace of change and wish everything could just decelerate. Circumstances won’t allow it. People are going to have to continue a juggling act of doing a superb job of managing their existing programmes while being involved in innovative redirection of programmes. That is stressful.” (Michael B. Decker, *Healing Medicare: Managing Health System Change the Canadian Way* (1994) McGilligan Books, p. 95).

Indeed, in implementing the processes which will facilitate transition into the new system, some very difficult choices will have to be made. One thing is certain; adjustments of the magnitude contemplated in *New Directions* and by the Dorsey Commission cannot take place overnight. In fact, Dorsey states at page 27:

“Each party emphasizes the dire consequences of too much consistency too soon or too much integration before consistency.”

The reasons for this are not only financial, but practical. If changes are made too quickly, and if the transition processes are not sensitive to the needs and anxieties of the people who provide the care, the result could be a weakening of the very system we are striving to improve. A safer and more constructive approach to leading a system through rapid and overwhelming change might be described as “incremental pragmatism”. One important method of managing worker anxiety is to ensure that change strategies include proactive labour adjustment mechanisms. The most productive and motivated worker is one who feels satisfied and not threatened.

As a starting point on the new journey into health care reform, the parties to the Health Accord were compelled to find common ground in order to accommodate new health care policies. That

common ground, represented by the Health Accord, required the parties to abandon their traditional and time-honoured ways of doing business and accept, albeit with some trepidation, the new world of health care delivery.

The twin policy objectives today are restructuring and regionalization. It is anticipated that the manifestations of these objectives will be fundamental changes in the nature of jobs. Skills, responsibilities, the location of work and the number of workers needed for particular tasks will change. At the same time employers will be looking to merge, amalgamate, transfer, delete or add services in the existing system.

The issues which separate the parties are among the most difficult, complex and challenging I have confronted in mediating numerous difficult disputes over the past 20 years. They not only intrude into all areas of the traditional bargaining relationship between these parties but they add dimensions never before encountered. It will be seen from the scope of the terms of reference for this commission that the parties are at a new crossroads in their relationship. Collective bargaining is difficult at the best of times but here it is doubly so because of the overriding uncertainty of the times, the unparalleled complexities of the issues, the unmapped road ahead and the consequential, yet understandable, reluctance of the parties to enter into new contractual commitments covering uncharted territory. The lack of opportunity to test the water before diving in results in extreme caution before irrevocable commitment to the deep end.

The parties will continue to face unique and complex situations. Such situations will, doubtless, lead to disputes. In seeking to resolve these disputes, the parties must work toward and find practical local solutions as well as industry - wide solutions when necessary which reflect the environment and the specific factors leading to the change. That is the challenge I leave to the parties with third party assistance when required.

In summary, I am confident that the parties can work towards a reconfiguration of human resources that will promote health care reform as envisioned by the Seaton Commission, New Directions, the Korbin Commission, and the Dorsey Commission. This reconfiguration will accomplish three broad objectives:

- To enhance quality of care. This means being able to provide the correct expertise, the correct treatment, in the proper conditions with a major emphasis throughout the whole system on prevention and rehabilitation from motivated health care providers.

- To achieve satisfaction for all constituencies with an interest in quality health care. This means the ability to deliver employment security/labour force adjustment within a constantly changing system.
- To achieve cost effectiveness and efficiency. This means redirecting clinical and support services from inappropriate to appropriate utilization. It also means having the ability to deploy the right expertise in the right way, eliminating administrative as well as service and physical plant duplications and maximizing regional advantages in employment, planning and deployment.

## **RECOMMENDATIONS**

As I have said, this is a vast and complex dispute. I am not going to comment on all of the issues presented to me. I respect the quality of the submissions provided by the parties but following careful thought, I do not believe it would serve the parties well to make changes other than the recommendations and processes that I will now outline.

### **Part 1: Term**

A two year collective agreement. April 1, 1996 to March 31, 1998.

### **Part 2: General Wage Increases**

April 1, 1996 - 0%

November 30, 1997 - 1%

### **Part 3: Pay Equity**

April 1, 1996 - 1% (HEU only)

April 1, 1997 - 1% (HEU only)

As set out in my terms of reference, I must take into account the fiscal reality facing health care as a result of cuts in federal cash transfer payments. I am also aware that the compensation mandate through the Public Sector Employers' Council sets out, for fiscal 1996/97, no increase in employee compensation. The PSEC guidelines also clearly set out that the new compensation mandate does not affect agreements reached prior to April 1, 1996. Given that the current HEU agreement contains a pay equity provision that sets out an obligation to address pay equity issues, this provision must be respected.

With respect to term, I am of the view that with the amount of change taking place in health care and the processes I am about to recommend, 2 years should give the parties opportunity to work out and resolve a number of matters.

#### **Part 4: Employment Security and Labour Force Adjustment**

This is by far the most difficult and challenging issue facing the parties. Following intensive and protracted negotiations assisted by many days of mediation, the stark fact is that the parties remain so far apart on the pivotal point of this issue that their positions can only be described as intractable and unresponsive to each others collective bargaining needs. The parties have been unable or unwilling to negotiate from their intransigence.

The parties do agree on the provision of some sort of labour force adjustment process. Indeed there is a history of such protection. Article 18 of the HEU Master Agreement is one such provision.

The Health Accord introduced the concept of employment security within a framework of downsizing as a consequence of health care reform.

Reduced to its essentials, the unions have demanded no bargaining unit layoff until a displaced employee is offered a generally comparable job in the health sector in the employee's community/region.

The employers demand that a displaced employee be laid off if there is no comparable job in the region, or she or he, does not find permanent placement through existing Health Labour Association Adjustment (HLAA) programs within the layoff periods under the collective agreements.

Thus, there is an irreconcilable conflict on the very kernel of the labour adjustment initiative and both sides have been consistent in their adamant refusal to move.

Given all of this I am compelled to ask for the thousandth time "where do we begin?"

In coming to grips with this issue I have determined that the starting point is not a present or future sign post but a past event. The parties to this dispute have put all of their emphasis on trying to predict and shape uncertain future events that have not produced one tittle or jot of unanimity.

But there is a past event on which it is unnecessary to speculate. There is a past event from which to draw experience and mould the future. That event is the Health Accord about which I wrote the following:

"It is clear from all of the foregoing that the Accord was a point of departure. It heralded a new dawn in health care labour relations which was imperative for the implementation

of the new direction in health care recommended by the Royal Commission and adopted by the government.

The parties to the Accord were compelled to find common ground in order to accommodate new health care policy. That common ground, represented by the Accord, required the parties to forego their traditional and time-honoured ways of doing business and accept, albeit with some trepidation, the new world of health care delivery. The job had to be done and the parties did that. Not without difficulty, not without demanding protection for their various constituencies, not always without acrimony. But in the end, they struck the Accord - a testament to the vision, cooperation, diligence and plain hard work of all of the parties.” (Enhanced Consultation Award, October 24, 1995, p.8)

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“It would be useful to pause at this point and set out the major assumption on which the Framework Agreement is based. The Agreement is ambitious, covering three Unions, approximately 150 Employers, over 50,000 employees and the Provincial Government. It also charts a new direction in labour relations involving (in the words of the clarification letter) ‘creativity, problem-solving, trust and cooperation’. All of the needs and details of this new approach could not be anticipated and fleshed out, even in 40 days of intensive negotiations between the parties. No doubt, that is why the parties chose to call the document a ‘Framework Agreement’.” (Award, June 16, 1993)

“The purpose of the Health Accord was to establish a transitional process including employment security and was based upon cooperative, harmonious and mutually beneficial relationships between all parties”. (Clarifications, May 28, 1993, p.5)

The Health Accord contemplated significant changes in the allocation of resources and the reduction of 4,800 FTE’s. The transfer of services or programs from one employer to another received express recognition.

The Health Accord was intended to assist a process which has come to be called downsizing. The parties worked within that agreement for three years. It was never a static document. It was a living, breathing document which constantly evolved over time. It was the springboard for solutions to myriad issues arising from the matter of employment security.

The reviews on life under the Health Accord are understandably mixed. One hears praise and vilification. During these hearings it

was often said the Health Accord was inflexible and did not provide the assistance which the parties needed. On a full and complete review of the Health Accord and from my close working relationship with that document, I am of the view that the parties have failed to take full advantage of many of its problem-solving provisions.

Notwithstanding criticism of the Health Accord, it provided the bridge to achieve that first hesitant step in health care reform and we now have a well-worn and familiar document from which has evolved practiced and familiar policies and procedures as well as a body of interpretative arbitral jurisprudence which served to guide the parties along the way.

What, one may ask, does this have to do with the present dispute over employment security and labour force adjustment? A great deal.

The parties are now poised to implement the restructuring and regionalization of health care. The consequences are expected to be fundamental changes in the nature of jobs. Skills, responsibilities, the location of work and the number of workers needed for particular tasks will change. At the same time employers will be looking to merge, amalgamate, transfer, delete or add services in the existing system.

Arising from this is the need for a procedure to implement a substantive policy of employee security and labour force adjustment. The Health Accord and its consequential clarifications, practices and arbitral jurisprudence represents a complete and familiar body of rules and procedures dealing with employment security within a framework of downsizing. It provides a conceptual framework for the major procedural issues which are in issue between the parties in the present dispute.

I wish to make it quite clear that I am neither advocating nor recommending renewal of the Health Accord. I am advocating that the Health Accord (in which term I include, except as otherwise modified, the body of rules, clarifications, practices, procedures and arbitral jurisprudence which flowed therefrom) be used as the foundation for the construction of the procedures necessary to implement the new substantive policy of employment security and labour force adjustment as it relates to regionalization and restructuring.

We have a long tradition in British Columbia of taking guidance from the past - of selectively building upon the best of our past experiences. It would be folly, as well as irresponsible, not to do so in this case.

There was an additional and vital component to the Health Accord. That was the Health Labour Adjustment Agency (HLAA). That was the institution charged with the responsibility under the Health Accord to administer the programs and procedures with respect to displaced workers. By all accounts it fulfilled its role. That component is vital to the implementation of the new employment security and labour force adjustment policy.

It is convenient at this point to leave the matter of process and return to the substantive issue on which the parties are at a complete impasse. That is the nature of the protection to which a displaced worker should be entitled.

The protection of workers from displacement is a worthy objective. Workers whose skills or jobs are overtaken by events over which they have no control should have access to a process which provides meaningful assistance to make the necessary adjustment.

That adjustment might mean a different but comparable job in the same facility or another facility in the same community or region or it might mean something other than that. There are myriad possibilities and permutations. But what it should not mean is unlimited full pay and benefits for no work. There is neither sense nor dignity in that.

Moreover that is the policy of the Public Sector Employer's Council dated February 14, 1996, and which, by paragraph 4(ii) of my terms of reference, I am required to take into account. That policy reads as follows:

## **PSEC Position on Labour Adjustment**

### **Background**

The cuts in federal cash transfer payments to British Columbia are \$450 million next year and an additional \$347 million the year following (for a two year total of \$797 million). These cuts have created a new fiscal reality.

The public sector must adapt to fiscal pressures and changing service demands to ensure the credibility and sustainability of public sector delivery of services. This adaption will have a significant effect on the nature of work, the skills required to perform it, job responsibilities and, in many cases, the number of employees and the locations of their work.

In this challenging fiscal environment, progressive employers and unions will work together to maintain and improve services and to minimize negative effects of changes on employees. Management has the responsibility for change leadership, and the potential for positive change can be maximized only with the support of employees.

## Policy

In the current fiscal circumstances, it is expected that unions in a number of sectors will seek to discuss and negotiate labour adjustment provisions. PSEC has adopted the following guidelines for labour adjustment provisions to assist employers in these negotiations.

Definition: a “labour adjustment provision” is a provision which:

- enhances to any degree employees’ opportunities to maintain employment (although not necessarily in the same job or with the same employer); or
- enhances displaced employees’ opportunities for re-employment; or
- facilitates early retirement.

1. Employers should agree to labour adjustment provisions only in the context of an agreement which is realistic with respect to compensation and adaption. In other words, labour adjustment must be part of a program of on-going cost effectiveness and adaptation, not an obstacle to achieving it.
2. Every labour adjustment provision must have a demonstrable relationship to its intended purpose. For example, an early retirement provision must provide retirement opportunities only where retirement avoids a specifiable layoff.
3. Where parties agree to a number of labour adjustment options, the options must be prioritized such that eligible employees are obliged to accept the most cost effective options.
4. The total cost of labour adjustment provisions must be reasonable in relation to the budget for the employer or group of employers whose employees are covered by the provisions. Even where the medium or long-term savings are significant, the short-term costs of labour adjustment are important because they come from current budgets and are not “new money”.
5. No labour adjustment provision shall provide salary continuation for any person who is not usefully employed or being retrained.
6. Where employers establish labour adjustment provisions for non-union groups, they should apply the above guidelines with the changes necessary to reflect the non-union circumstances.

That policy was incorporated by the parties into my earlier and first terms of reference [prior to the IIC] dated March 30, 1996, whereby I was appointed to provide mediation assistance:

### **Terms of Reference**

The parties recognize the value of third party assistance. The parties agree to engage Vince Ready to assist them as mediator in dealing with the issues of labour adjustment, compensation, term and other outstanding issues. The mediator will be guided by the following:

1. The PSEC document of February 14, 1996 (appended) and the parties retaining the right to present their positions to the mediator.
2. The framework for compensation issues must include the fiscal reality facing health care as a result of cuts to federal cash transfer payments; and the need to ensure the credibility and sustainability of public sector delivery of quality health care.

**Signed on behalf of the Employer:**

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**Signed on behalf of the Union:**

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March 30, 1996

Following consideration of all of the foregoing I recommend as follows:

**Recommendation #1**

- (a) Displaced employees shall, following the expiration of their notice period under the collective agreements, retain employment security for a period of up to twelve months during which time every effort will be made to place such employees into gainful employment (hereinafter called "employment security period"). Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and employment security period will be terminated. This does not affect an employee's recall rights under the collective agreements.
- (b) The facility from which a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the employment security period. The HLAA shall reimburse the facility for any portion of the employment security period in excess of six months.
- (c) This Recommendation shall take effect from March 30, 1996 and have full application to HLAA registrants as at that date as well as employees displaced after that date.

**Recommendation #2**

That the parties accept as the basis for the process and procedures necessary to implement employment security and labour force adjustment that certain process based on the Health Accord and which is attached to this Report and marked Schedule 1. Any conflict between Schedule 1 and this Report and Recommendations shall be resolved in favour of this Report.

**ESLA as Part of Collective Agreements**

The parties adamantly and vigorously disagree on whether or not the employment security and labour force adjustment policy should be incorporated into and be a part of their collective agreements.

I fail to see the merit in a separate agreement which would expire one day prior to the collective agreements. The expiry of the Health Accord on March 30, 1996, has not assisted either party in terms of these negotiations.

The parties are now fashioning policies and procedures intended to serve them into the next century. A stand-alone employment security agreement will not serve any useful function and will likely be a point of discord.

Employment security and labour force adjustment, by agreement, is a policy to which both parties subscribe. I therefore recommend:

**Recommendation #3** - That the employment security and labour force adjustment policy be incorporated into and made a part of the collective agreements.

### **Bumping**

I have seen no evidence to suggest that the bumping process should be changed except as it relates to BCNU.

Bumping is a significant benefit to workers and an important feature of seniority. At the same time it is incumbent upon the unions to acknowledge that bumping can result in significant additional work and disruption for employers and it is incumbent upon the unions to work with the employers to reduce the time and disruption caused by bumping.

I have concluded that, with the exception I have noted, the present system is working effectively and is fair to all concerned and should not be disturbed. The sole exception to this is the BCNU which has no bumping provisions. This should be rectified.

**Recommendation #4** - That there be no changes in the current bumping process EXCEPT THAT BCNU members be permitted to bump to the most junior comparable job.

### **Health Labour Adjustment Agreement (HLAA)**

My recommendations with respect to employment security and labour force adjustment are dependent, to a significant extent, on the participation and role of the HLAA. The return to gainful employment of displaced employees is the cornerstone of this initiative and it is the HLAA which must ensure the efficient and effective attainment of that objective.

The HLAA is uniquely positioned to immediately assume this vitally expanded role. It had three years of successful experience under the former Health Accord during which time it honed its skills and, by all accounts, performed admirably in the service of the parties and displaced employees. Those skills and organizational framework must now be shaped to fit new and expanded duties and responsibilities which will define the broadened scope of the HLAA. The difference, now, is this: the HLAA was previously required to function within a framework of downsizing. The challenge for the future is gainful employment for those workers displaced within a framework of regionalization and restructuring.

An investment in the training and re-skilling of a present

health care worker under the able auspices of the HLAA, will provide a better health care worker in the future. This is the challenge of the HLAA in the new and changed world of health care.

It is imperative that the parties and the Government of British Columbia see that the HLAA has the resources to adequately meet the challenge.

In the final analysis, it is to the HLAA which displaced employees will look for re-entry into the workplace and continued gainful employment. The HLAA must meet this challenge.

The responsibilities of the HLAA must be expanded to include:

1. Human resources planning and allocation for labour adjustment purposes.
2. Skills testing and evaluation.
3. Training, re-training and re-skilling for jobs within and outside the health care industry.
4. Continuing skills enhancement and education.
5. Continuing occupational education and evaluation.
6. Conduct of audits of new and evolving work in the health care industry.
7. Identification of new health care facilities and additions to existing facilities.
8. The referral of displaced employees on the HLAA list to new or expanded facilities subject to the provisions of the applicable collective agreements. In the event that targeted facilities do not accept referral from the HLAA, the unions and displaced employees affected may file grievances at Step 3 of the grievance procedure and, if necessary, refer the matter to expedited arbitration under the Dispute Resolution Procedure of Schedule 1. Cumbersome procedures must not be permitted to impede or unnecessarily delay the speedy and efficient gainful employment and re-employment mandate of the HLAA.
9. The placement of HLAA registrants in job vacancies within the region by seniority.
10. Preferential placement of registrants over qualified external candidates.
11. The immediate review and consideration of the scope of regions with a view to re-definition so as to provide greater access to vacancies for HLAA registrants.
12. The immediate review, consideration and assignment of "full-time" and "part-time" so as to more efficiently and effectively match job vacancies to displaced employees for the fulfilment of labour adjustment purposes.
13. Peer counselling.

14. The determination and implementation of such other measures as are necessary to effect labour adjustment within the health care industry including the payment of severance or other such payments to individuals or groups where no other reasonable labour adjustment alternative is available.

Since the Government of British Columbia is the paymaster for health care and in view of my recommendations that the Government provide the funding necessary to adequately permit the HLAA to carry out its recommended mandate, it follows that HLAA registrants must be accorded pro-active priority placement. Gainful employment and re-employment of workers displaced as a result of health care reform is the responsibility of all of the parties.

I wish to make it clear that I am not suggesting that the HLAA intrude into employer resources or responsibilities but that the HLAA have the necessary resources to fulfil its expanded mandate.

**Recommendation #5** - That following ratification the HLAA forthwith meet to determine how it will meet its new mandate and requirements.

**Recommendation #6** - That the Government of British Columbia provide the HLAA with the appropriate funding to carry out its mandate during the terms of the collective agreements.

### **Comparable**

The definition of comparable prevents employees from changing status. A displaced full-time employee is not required to take a .8 FTE vacancy, yet the definition of comparable is plus or minus .2 FTE. The anomaly, then, is that a displaced .8 FTE would be required to take a .6 FTE but a displaced 1.0 FTE would not have to accept a .8 FTE vacancy.

The difficulty arising out of the preceding is this: the HLAA Displacement Report of December, 1995, indicates a great number of full-time registrants and part-time jobs. The restriction against change of status means registrants did not get matched with vacancies. The result of this is to defeat the very objective of the HLAA.

**Recommendation #7** - That in order to resolve the current problem and to further the labour adjustment aims and objectives of the HLAA, the definition of comparable be reviewed by the HLAA so as to place FTE's into part-time positions on an interim basis while at the same time preserving their full-time status under the collective agreements. This should serve to alleviate the present

problem and still allow the HLAA to place these workers into future full-time jobs as they arise.

### **Seniority**

The employers have no objections to employees porting all of their seniority to different facilities. They do object to recalculating seniority for those moved under the expired Health Accord. On the other hand the Unions wish to recalculate the seniority of those employees who moved under the expired Health Accord.

**Recommendation #8** - That this matter be referred to the melding process set out later in this Report.

### **Part 5: Matters Common to All Tables**

As a result of my involvement as a mediator and an IIC in this dispute, it quickly became apparent that there were a number of common issues being discussed at all tables. As envisioned by the Dorsey report, and others, we are moving to a system approach and, for that reason, both parties have presented issues that transcend traditional bargaining boundaries. In this section, I will be making recommendations on three matters that have some common base for all parties. They are:

5(a): Health and Welfare Benefits

5(b): Melding of Collective Agreements

5(c): Levelling

Part 5(a): Health and Welfare Benefits

Both the employer and the unions presented extensive proposals on health and welfare benefits, WCB, Occupational Health & Safety, LTD and prorating of benefits. On many of these issues the parties have had little, or in some cases, no discussion. My recommendation takes into account the complexities and importance of these issues and the limited discussion that has taken place in regard to them.

I recommend that the parties form a Health and Welfare Benefits Committee (HWBC) of five people representing the unions/bargaining associations and five people representing the employer. The committee will meet following the ratification of the agreement to review:

1. All current health and welfare plans and their carriers in all collective agreements (including the administration of such plans).
2. Ways and means of altering or improving benefits in a cost neutral manner.
3. The role of the Healthcare Benefit Trust (present and future).

4. Initiatives for successful return to work.
5. The existing collective agreement language and in particular, language relating to work load and safety in the work place.

The parties may retain external resources for assistance and are encouraged to utilize materials and expertise from other sources, i.e. the WCB Tripartite Committee, the Korbin Commission, etc.

The parties will meet at least once each month. The parties will prepare a Report that will be distributed three months prior to the expiry of the agreement, i.e. January 1, 1998. The Report will outline the issues and recommendations for change.

I further recommend that Colin Taylor, Q.C., assist the parties as a facilitator during these discussions. The parties will share the cost of the facilitator. The parties will, unless otherwise agreed, pay their own respective costs relating to any of their experts and attendance at the meetings.

I turn now to the concerns of employees who have been off work on LTD for many years.

I received numerous submissions on this subject including that of Ms. Sandra Jackson who eloquently and persuasively made the case for LTD recipients.

There is no perfect solution to this problem. It is of special significance, but the reality is that any solution is necessarily cost driven.

I recommend a one-time lump sum payment of \$1.5 million be paid to HBT claimants who have been receiving benefits for at least eight years. Such payments shall be based on the gross monthly benefit less offsetting payments that may be being made because the claimant is also receiving Canada Pension Plan, WCB, ICBC or Rehabilitation benefits.

Further, I direct HEABC to obtain from Healthcare Benefit Trust (HBT) the schedule of payments to LTD recipients in accordance with this recommendation.

Any disputes arising out of the implementation of the foregoing paragraph shall be referred to me for final and binding resolution.

I also recommend that additional funding of \$2 million be provided by the Government to HEABC for payment to HBT to enhance LTD payments during the terms of the collective agreements.

The disbursement of this additional funding shall be part of the overall benefits study conducted by Colin Taylor.

I now return to the rationale for my recommendations. As noted

above, the parties had extensive proposals on this specific area. The issues are complex. Many of these items were not discussed thoroughly between the parties. It is my view that discussion and dialogue must take place prior to any change being made in these areas.

For that reason I am recommending that the collective agreements in the areas mentioned remain as they are while the parties work on a report prior to the next set of negotiations.

Once again, I point out that the parties must recognize the new and changed way that the health care industry will operate. The parties must develop new ways of looking at benefits, return to work, etc. I believe there are efficiencies that can be made in how benefits are delivered.

The parties must focus on safety in the workplace. This will require all of the parties working together, the worker, the employer and the union. There are numerous incentives and committees already structured in the collective agreements to deal with these issues. I have not recommended a change to these articles and encourage the parties to utilize these mechanisms and enhance these mechanisms through this committee.

I heard much about employers requesting the right to utilize a carrier other than CU&C and standardize effective dates. At the same time, I heard the unions requesting better benefits. It seems to me there could be a trade off beneficial to both parties in this particular area. This is an item for more discussion amongst the parties in the committee.

I have set out dates for the discussions and a final report. However, if the parties reach an agreement on changes to benefits, these changes could take effect on a date agreed to by the parties.

### **Part 5(b): Melding of Collective Agreements**

I turn now to my recommendations on melding of the collective agreements.

I recommend that each of the bargaining tables form a committee of six union/bargaining association representatives and six employer representatives, i.e. the Facilities Melding Committee, the Nurses Melding Committee and the Paramedical Melding Committee.

The Committee will meet from the time of ratification of the agreement until a melded agreement is reached or until January 15, 1997. The purpose of the meetings is to reach one new agreement for the employees and employers in the sector.

The parties will deal with non cost items only. All changes must

be cost neutral. All cost items are referred to the Levelling Up Committee.

If the parties are unable to agree on any particular articles then they can request assistance from the mediator and/or refer matters to expedited arbitration with submissions by January 31, 1997. The submissions will be brief and will follow a format that provides the union position, the employer position and the rationale for each of the parties positions. Each party will have six hours to present their full position. The expedited arbitrator will then render a decision by February 28, 1997.

I recommend that the following will act as mediator, and if needed, arbitrator.

- For the Facilities Table - Stephen Kelleher
- For the Nurses Table - Vince Ready
- For the Paramedical Table - Colin Taylor

I now turn to my rationale. I have discussed earlier the need for the new and changed way the health care industry will operate. The process I have recommended encourages recognition of this new reality by both the employer and unions.

I also want to make it clear that melding is different from levelling up. I envisage the parties reviewing the various collective agreement provisions such as the grievance procedures in all of the collective agreements and determining which one best fits a single new agreement. In this process the parties will not deal with items such as shift premiums, vacation or classification issues. These items are all monetary in nature and have a cost attached to them. I will address those issues more specifically under Levelling Up.

The parties will also need to agree upon definitions i.e. for employer and site. I encourage the parties to review the definitions already presented.

In making my recommendation I have adopted some of the positions of the employer and some of the positions of the union, and have drawn on my own experience in similar circumstances in other industries. Once again, I have tried to meld the two positions into a process acceptable to both parties with a resulting single collective agreement. I have also applied reasonable and achievable time limits for the melding process considering there are over 200 agreements to meld.

I have recommended mediator/arbitrators to ensure that the parties do not get mired in detail and minor disagreements. All are familiar with health care agreements and have worked in the industry on many occasions. Again, I only recommend that the par-

ties use the mediator/arbitrator if they are not able to resolve matters on their own.

I have recommended an expedited process to ensure the written material is brief and to the point. The oral presentations are time limited to ensure the parties focus on the issue(s).

In regard to the Paramedical Table, I believe the one step process will serve the parties well. I encourage the two unions to get together and develop one common proposal to be put forward to the employer. However, that is not to preclude the parties from establishing, if they deem it necessary, a subcommittee to review the BCGEU agreements at this Table.

There has been discussion about devolving BCGEU employees. These employees have their own Memorandum and their own process for melding.

### **Part 5(c): Recommendation on Levelling**

The following are my recommendations dealing with the levelling issue addressed by the parties:

I recommend that a fixed dollar amount be applied to the issue of levelling. The fixed dollar amount is based on setting aside 1/3 of one percent of the payroll for each table, not to exceed \$9 million for all tables combined. Should any disputes arise over the distribution of these monies, I shall have jurisdiction as an expedited arbitrator to resolve the matters.

These figures have been arrived at through discussions with both the Employer and the unions with respect to their analysis and costing of the levelling up matter. I am using the unions' estimate to determine the sum as set out above. The unions have said clearly in their discussions with me that they believe these are sufficient monies to correct the levelling situation.

I also recommend that the Government of British Columbia provide adequate funding to the employers to meet this obligation in order that health service delivery not be negatively impacted.

I am aware that there are a number of current agreements that reflect the notion of levelling up and include a date on which levelling up will be accomplished. Employers covered by these agreements, I understand, should receive additional funding to meet their obligations. Therefore, the sum as set out above shall be exclusive of levelling costs associated with prior agreements which were ratified prior to March 31, 1996.

Each of the bargaining tables will form a committee of six people representing the union and six people representing the employer to discuss the application of this fixed dollar amount.

The committee will meet from the time of ratification of the collective agreement until a levelling agreement is reached or until January 15, 1997. If the parties are unable to agree on the application of the levelling funds, they can refer the matter to expedited arbitration with submissions by January 31, 1997. The submissions will be brief and will follow a format that outlines the union position, the employer position and the rationale for each of the parties positions. Each party will have six hours to present their full positions. The expedited arbitrator will then render a decision by February 28, 1997.

I further recommend that the following will act as mediator/arbitrator:

- For the Facilities Table - Stephen Kelleher
- For the Nurses Table - Vince Ready
- For the Paramedical Table - Colin Taylor

I further recommend that the effective date for levelling adjustments be April 1, 1997. For new certifications, the effective date shall be April 1, 1997 or the date of certification, whichever is later, or such other date as agreed between the parties.

For clarity, in the event the parties are unable to agree on the appropriate classification for any individual employee or group of employees, the matter will be referred to V.L. Ready for final and binding resolution.

Any levelling issues that may arise from new certifications between the date of ratification and January 15, 1997 shall be subject to the process as set out in this recommendation. Certifications after January 15, 1997 will be dealt with by the parties.

I have discussed earlier the need for the new and changed way the health care industry will operate. The process I have established encourages recognition of this new reality by both the employer and unions.

Again, as in the melding process, I have adopted what I believe to be a reasonable compromise between the union(s) position and the Employer's position. Clearly, both the Korbin and Dorsey Commissions realized that what we have termed "levelling" cannot be reached immediately. Notwithstanding this, I have allocated a substantial sum (up to \$9 million) to address the issue of levelling.

As with the melding process, I have applied reasonable and achievable time limits for the levelling process and have recommended an expedited process to ensure the written material is brief and to the point. The oral presentations are time limited to ensure the parties focus on the issue.

### **Part 6: Other Issues - BCNU Table Only**

I recommend that the parties form a committee of four HEABC designates and four BCNU designates to look at the impact on both nurses and the efficient delivery of care, of establishing seniority as one criteria to be used in the call-in of casual nurses.

To assist the parties in their discussion on this issue, I draw their attention to the comments made in the overview section of this document, in particular, p. 11, where I talk about reconfiguration of human resources meeting three broad objectives.

In the event the committee is unable to resolve this issue then it shall be referred to V.L. Ready for final and binding resolution.

### **Part 7: Other Issues - Paramedical Professionals Table Only**

I recommend three issues be addressed by the parties. The Paramedical Table needs to discuss ways to ensure the HSA classification system is responsive to restructuring and health care reform. Although I do not recommend specific changes to the system, I recommend discussions amongst the parties on this matter. The issues Child Life Specialist, RPN and Recreation Therapist are for discussion by the Levelling Committee.

The issue of cents/kilometre should be considered at the levelling committee with consideration given to moving to the industry standard.

### **Part 8: Other Issues - Facilities Table Only**

I recommend that the issue with respect to the utilization of casuals be dealt with under the melding process with consideration given to incorporating the language of the HEABC/HEU CCERA and PriCare Standard Agreements which provides flexibility for the use of casuals to do temporary workload fluctuations.

### **Part 9: No Other Changes**

I recommend that there be no changes made to the existing collective agreements in regard to other issues. I have already outlined changes relating to employment security and labour adjustment issues. I have also outlined processes to deal with Health and Welfare/Occupational Health and Safety issues, Melding issues and Levelling Up issues.

## **CONCLUSION**

This completes my Report and Recommendations as Industrial Inquiry Commissioner. I wish to reiterate my appreciation to the parties. The unions have been required by Health Labour Relations reform to forge new alliances, and, for the first time,

negotiate on a collective basis, agreements that reflect their similarities as well as their differences. New associations have been formed that will strengthen over time.

The Employers have been required to approach bargaining respectful of the integration of health care which is occurring. All of the parties have ably and professionally represented their constituencies and members in their submissions and I commend them.

Finally, I wish to refer to what I will, for convenience, call the "fall-through the cracks" provision. The volume of submissions, the number and complexity of the issues and the time within which I was required to report have made this an enormous undertaking. I have endeavoured to consider with great care all of the submissions and all of the issues many of which have numerous sub-issues, sub-sub-issues and so on.

I retain jurisdiction to deal with any omissions as well as jurisdiction as mediator/arbitrator to assist the parties in the implementation of this Report and Recommendations.

All of which is respectfully submitted this 8th day of May, 1996.

(Signed)

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Vincent L. Ready  
Industrial Inquiry Commissioner

**THIS IS SCHEDULE ONE TO THE REPORT  
AND RECOMMENDATIONS OF INDUSTRIAL INQUIRY  
COMMISSIONER V.L. READY DATED MAY, 1996**

**Employment Security and Labour Force Adjustment  
Agreement (ESLA)**

**Introduction:**

The health sector is in the midst of change embraced by the words regionalization and restructuring. That change is usually referred to as health care reform. It has been underway in British Columbia since 1991 with the Report of the Royal Commission on Health Care and Costs. The Report recommended, *inter alia*, a reduction in reliance on acute care hospitals with high overhead and the implementation of new and creative ways to provide health care services closer to home.

In 1993 the Ministry of Health launched "New Directions for a Healthy British Columbia" a blueprint for the changes recommended by the Royal Commission. That document set out "specific actions to be implemented by the Government in cooperation with health providers and all British Columbians" with the goal of improving the health system and insuring its sustainability.

The Government of British Columbia accepted the view of the Royal Commission that there should be greater emphasis on community based care and a reduction in the time spent in acute care facilities to approximately 850 patient days per year for each 1,000 people in the Province.

The twin policy objectives today are restructuring and regionalization. It is anticipated that the manifestations of these objectives will be fundamental changes in the nature of jobs. Skills, responsibilities, the location of work and the number of workers needed for particular tasks will change. At the same time employers will be looking to merge, amalgamate, transfer, delete or add services in the existing system.

The unions and employers directly affected by these initiatives believe that it is in the public interest to proceed with regionalization and restructuring in a cooperative way. The following agreement seeks to provide guidance, direction and solutions for implementation of regionalization and restructuring so that these objectives may be achieved in a spirit of harmony and cooperation for the greater public good.

ANY CONFLICT BETWEEN ANY PROVISION OF THIS DOCUMENT AND THE REPORT AND RECOMMENDATIONS OF INDUSTRIAL INQUIRY COMMISSIONER V.L. READY

DATED MAY, 1996 SHALL BE RESOLVED IN FAVOUR OF THE REPORT.

## **ARTICLE 1**

### **Employment Security: General**

- 1.01** HEABC and the Unions agree that all HEU, HSA, and BCNU members (as well as BCGEU and IUOE members, subject to necessary modification) in facilities covered by this agreement will be protected by employment security as set out herein.
- 1.02** The parties agree that voluntary solutions to problems and adjustments which arise from regionalization and restructuring are the best ones and will make every effort to achieve them. To this end the parties agree to be bound by the principles and practices of Enhanced Consultation as exemplified by the GVHS Award (June 1, 1995) and the Enhanced Consultation Award (October 24, 1995) which, by specific reference, are incorporated into this agreement.
- 1.03** The employer shall notify the union(s) of any proposed labour adjustment initiative in accordance with the general principles of Enhanced Consultation.
- 1.04** The parties shall meet with respect to the proposed initiative and explore means whereby the matters arising therefrom may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative. In the event the parties are unable to reach agreement on either a permanent or interim solution the dispute may be referred by either party to Vincent L. Ready under the GVHS and/or Enhanced Consultation process.

\*This Agreement will not affect members of the BCGEU at the Paramedical Table pending the outcome of the melding process.

## **ARTICLE 2**

### **Reductions:**

- 2.01** In the event of reduction resulting from any labour adjustment or downsizing initiative the employer together with the unions will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary

reductions, the options will be offered to qualified employees on the basis of seniority.

- 2.02** The parties at the facility level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.
- 2.03** In the case of voluntary job sharing that assists in the needs of labour adjustment, the labour adjustment program will pay the additional cost of group benefits that result from the job sharing arrangement.
- 2.04** Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the terms of the respective collective agreements.
- 2.05** Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.
- 2.06** Regular on-going vacancies in any facility covered by agreements between HEABC and the unions will be filled according to each union's priority as set out below. Vacancies with other facilities covered by collective agreements will be filled in accordance with the selection procedures in those agreements, after which (if the vacancy still exists) in accordance with the applicable provision set out below.

### **ARTICLE 3**

#### **BCNU:**

- 3.01** Regular employees in the bargaining unit of that facility who are displaced, in accordance with the criteria in the collective agreement;
- 3.02** Regular employees in the bargaining unit of that facility and casual employees with more than 2400 hours seniority in the bargaining unit of that facility who have indicated in writing a desire for regular work. The vacancy will be filled in accordance with the selection criteria in the collective agreement;
- 3.03** Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;
- 3.04** Other qualified employees who are identified by the labour adjustment program, in accordance with seniority;
- 3.05** Bargaining unit members in that facility who are casual employees (other than those covered by subsection 2 above) in accordance with the criteria in the collective agreement;

- 3.06** External candidates, including displaced non-contract personnel;
- 3.07** Transferring employees will port seniority and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to displace employees at another facility, but only becomes ported after the employee moves into an existing vacancy.

#### **ARTICLE 4**

##### **Facilities and Paramedical:**

**(Except as may be modified for BCGEU in the melding process under the Report of Commissioner V.L. Ready) \***

- 4.01** Regular employees in the bargaining unit of that facility and casual employees with more than 2400 hours seniority in the bargaining unit of that facility who have indicated in writing a desire for regular work. The vacancy will be filled according to the criteria in the collective agreement;
- 4.02** Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;
- 4.03** Other qualified employees who are identified by the labour adjustment program, on the basis of seniority;
- 4.04** Bargaining unit members in that facility who are casual employees according to the criteria in the collective agreement;
- 4.05** External candidates, including displaced non-contract personnel;
- 4.06** Transferring employees will port seniority and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees in another facility, but only becomes ported after the employee moves into an existing vacancy.

\*Any seniority dispute arising out of the BCGEU collective agreement of the Facilities Table related to labour adjustment seniority shall be referred to V.L. Ready for final and binding resolution.

#### **ARTICLE 5**

##### **Transfers and Contracting:**

- 5.01** In the event that services or programs are transferred from one employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority as outlined above. An employee can refuse a transfer if:

- the transfer is out of the region; or,
- except where the transfer is a result of the closure of a facility, the employee has other employment options under the collective agreement at the facility from which the service or program is being transferred.

**5.02** The facility receiving the program will determine the number and category of employees. Where the receiving facility does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the collective agreement and, if applicable, this agreement.

**5.03** There will be no expansion of contracting-in or contracting out of work within the bargaining units of the unions as a result of the reduction in FTEs.

**5.04** The government will make every reasonable effort, with respect to diagnostic and rehabilitative services provided both within the hospital system and in the private sector, to ensure that expenditures for services provided by the public sector will not decrease relative to the private sector.

**5.05** The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The parties acknowledge that a primary means of ensuring that FTEs can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilization management.

## **ARTICLE 6**

### **Closure of Facility:**

**6.01** In the case of the closure of facility, casual employees with more than 3915 hours of seniority acquired within the five years prior to the closure announcement will be covered by employment security provisions.

### **Dispute Resolution**

**6.02** Disputes about the interpretation, application, or alleged violation of these employment security provisions shall be referred to the arbitrators named herein who shall render a binding decision on an expedited basis.

### **HEU Undertaking**

**6.03** HEU agree that it will enact union policy recommending to

its members that they facilitate and expedite the job selection, placement and bumping process in the context of acute care downsizing and labour adjustment generally.

### **Voluntary Early Retirement and/or Severance**

- 6.04** The government will fund a program to encourage voluntary retirement and/or severance for employees who are 55 years and older and who retire or leave voluntarily between the dates specified by the HLAA. The program will be administered by the HLAA, and will consider on a priority basis employees whose retirement or severance will facilitate the placement needs of the employment security and labour adjustment undertaking as well as equitable distribution between the unions.

## **ARTICLE 7**

### **Enhanced Consultation, Input:**

- 7.01** The parties undertake to proceed expeditiously to implement the following:

The parties shall, by means of the processes provided in the GVHS and Enhanced Consultation Awards, promote participation by unions, and by union members designated by unions, in health reform and utilization management to ensure that:

- health reform objectives are advanced;
- waste, inefficiencies, and inappropriate utilization are reduced, or eliminated; and
- employee workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

## **ARTICLE 8**

### **Health Labour Adjustment Agency (HLAA):**

- 8.01** The HLAA will administer the labour adjustment program. The Board of the HLAA will consist of organizational representatives as already determined, plus a chair agreed to by the six other Board members. The objectives of the HLAA shall be those provided in Section 4 of that certain Report and Recommendation of Industrial Inquiry Commissioner V.L. Ready dated May, 1996.

## **ARTICLE 9**

### **Assistance for Employers**

- 9.01** The Ministry of Health will cooperate with HEABC to estab-

lish within existing funding a “shared risk” arrangement to assist employers whose situation is such that they are unable to meet their labour adjustment undertakings within their budget after taking all appropriate measures.

## **ARTICLE 10**

### **Labour Relations Code:**

**10.01** The parties agree that the present agreement fulfils the requirements of Section 54 of the *Labour Relations Code*. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the unions agree that the present agreement gives notice of technological change and complies with the notice periods in the master agreements. The parties further agree that the present agreement satisfies any other requirement of technological change or the Employment Standards Act (Group Terminations). There are no other tests regarding change.

### **25 Clarifications**

#### **From Vince Ready’s May 28, 1993 Recommendations.**

##### **1. Employee’s Return**

If after a bona fide effort within three months of placement the employee or the Employer believes that the new work situation is fundamentally unsatisfactory, either of them can seek the assistance of the Labour Adjustment Program. In such cases, the program will attempt to assist with the resolution failing which the employee will return to the original Employer and will continue to be covered by the employment security provisions of the present agreement.

Upon return to the original Employer, the parties will cooperate at finding other comparable positions. A return that is due to the employee’s belief that the new work situation is fundamentally unsatisfactory, may only occur one further time. In such case, the Labour Adjustment Program will work with the employee to find alternative satisfactory solutions.

Before an employee would move to another position, they would have received displacement notice from the Employer therefore they do not require a second displacement notice. However, with HEU, if there is now an employee whom the returning employee can bump, they would have the option of bumping that employee.

##### **3. and 23. Interim Solutions and Productive Employment**

Until permanent placement can be found, and all steps have

been taken, and an employee cannot be placed, the parties will cooperate to ensure employees will be productively employed by:

- a) a return to the previous position if available
- b) relief work if available, including a vacancy in a regular position pending placement of a successful candidate
- c) project work
- d) supernumerary work
- e) relief work with another Employer within a particular region, as now defined or as may be re-defined, on the basis of secondment.

The principles that will guide the application of the interim solutions will be as follows:

- 1) The Employer will identify potential relief work with the date the work is available, commencement and completion dates within the facility.
- 2) The parties will cooperate by ensuring displaced employees move to this relief work.
- 3) Once an employee is placed in relief work, all parties will continue to find a permanent solution.
- 4) Employees will maintain their current status and pay while filling a temporary position.
- 5) The relief work will be filled consistent with the Collective Agreements. It is understood that displaced employees may be used to fill both short term and posted relief positions as defined under the individual Collective Agreements.
- 6) Employees will be provided with adequate orientation to perform the duties of their job efficiently and safely.
- 7) An employee doing relief work will be moved to a permanent placement when available.
8. **Placement Assistance**

To facilitate health care reform, the Labour Adjustment Program will:

- 1) Register vacancies.
- 2) Assist in identifying vacancies in the public service/public sector by region.
- 3) Register displaced employees and employees seeking voluntary transfers.
- 4) Match employees to vacancies.
- 5) Notify Employers, employees and Unions of the matches.
- 6) The Employer/Employee will have five (5) days to accept/reject the match.
- 7) If the match is acceptable, the employee reports to the new Employer within a further (3) three days. The vacancy and the

employee are removed from the register. The time lines on this paragraph may be extended by mutual agreement on an individual basis.

- 8) If the employee does not accept the match, they are laid off. The vacancy is entered on the LAA register.

#### **9. Reduction Placement Process**

The process for placement into regular ongoing vacancies requires clarification.

### **BCNU**

**(Except as modified by the Report and Recommendations of Industrial Inquiry Commissioner V.L. Ready dated May, 1996)**

- 1) Criteria in Collective Agreements means Article 19.01 and 19.04.
- 2) Selection criteria refers to Article 18.
- 3/4) Qualified is as per the current Collective Agreement.
- 5) Criteria in Article 18.
- 6) Article 18.

### **HEU**

- 1) Criteria in Collective Agreement means Article 14.01.
- 2/3) Qualified is as per the current Collective Agreement.
- 4) Criteria in Collective Agreement means Article 14.01.
- 5) Article 14.01.

### **HSA**

- 1) Criteria in the Collective Agreement refers to Article 10.01.
- 2/3) Qualified is as per the current Collective Agreement.
- 4) Criteria in Collective Agreement means Article 10.01.
- 5) Article 10.01.

### **All Unions**

In BCNU under steps 3 and 4; and HEU and HSA under steps 2 and 3 these issues 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 the respective Collective Agreements shall apply.

Vacancies - Clarify as follows: A vacancy posting will take place only once.

Once step 1 and 2 under BCNU, step 1 under HEU, and step 1 under HSA have taken place and the vacancy has not been filled, then the vacancy shall be registered with the Labour Adjustment Agency for a minimum period of 14 days. Following the 14 days, the Employer will consider casuals who have previously applied for

this position under step 5 for BCNU, and step 4 for HEU and HSA. Following that, step 6 for BCNU, and step 5 for HEU and HSA, will apply.

## **12. Principles**

In light of the numerous references to cooperation in the ESLA, the following reflects the clarification of these items.

The purpose of the ESLA is to establish a labour adjustment transitional process including employment security and is based upon cooperative, harmonious and mutually beneficial relationships between all parties.

The goal is to improve the health care system for the benefit of all.

The parties agree upon the following guiding principles:

## **New Directions**

The parties agree that cooperation is achievable through a variety of ways:

- system approach
- employment/work protection
- workable processes
- recognition of all health care workers
- local flexibility and autonomy in a cooperative manner consistent with this Agreement and Collective Agreements (flexibility/autonomy)
- provincial approach to employment through the Labour Adjustment Agency
- Collective Agreement remain in force
- change = creativity, problem solving, trust cooperation
- effective utilization of resources.

## **16. Canvassing - Reduction Process**

Canvassing shall take place on a joint basis over a 14 day period as outlined below. The parties may extend these time periods.

- 1) All workers at the facility to be canvassed for: = 7 days
  - a) early retirement/severance
    - LAA to provide guidelines
    - Notify LAA
    - Fast track response from LAA
  - b) Job sharing
  - c) Other voluntary options, i.e.:

- Contact LAA for vacancies elsewhere
  - Retraining consistent with LAA guidelines and meeting the needs of the ESLA
  - Other mutually agreed options
- 2) Specific positions identified: = 7 days
    - Meet at department level
    - Local authority in discussions
  - 3) The results of a canvass will be reported to the appropriate joint committee.
  - 4) a) If placements are available through voluntary solutions they are actioned.
  - b) If not, then displacement notices are issued as per the Collective Agreements.

Note: A. The ESLA contemplates using resources to create vacancies, (e.g., early retirement) for labour adjustment purposes. While employees have rights under the Collective Agreements to job postings for vacancies, if the result would be a person filling the vacancy without achieving any labour adjustment, the vacancy would be cancelled. In this context, the parties at the facility level will need to cooperate to find labour adjustment solutions and will have available to them the assistance of the HLAA and the dispute resolution procedures in this Agreement.

Note: B. Early Retirement/Severance

The intention of targeted early retirement/severance is to meet the labour adjustment needs of the restructuring health care system. This means that the priority call on the available funds is to resolve downsizing problems where other solutions are unavailable or unlikely to resolve the problems within a reasonable time frame. In particular, employees in the following circumstances are likely to be priority candidates for early retirement:

- i) employed at facilities where there is limited generally comparable employment in the same region;
- ii) employed in circumstances where the retirement would directly assist in the placement of employees described in (i).

It is understood that the early retirement/severance solution is an attractive one for employees and Employers, and has some fiscal offsets (for example, reduced use of LTD, etc.). The parties agree to cooperate to find cost

effective ways within existing budgets of extending the option to as many acute care employees as possible.

#### **17. Hospital Employees' Union Undertaking**

HEU will recommend to its members that, in the spirit of cooperation and in support of health care reforms and the optimum delivery of health care, they will exercise their options, including job selection, placement and bumping, as early as possible.

In order to facilitate and expedite this undertaking, the Employer will identify positions available to the employee as early as possible.

#### **18. Regular Ongoing Vacancies**

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

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

### **Region**

#### **From Vince Ready's June 16, 1993 Recommendations.**

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

- (1) The road distance between the employee's current workplace and the potential placement facility is:
  - (a) Group 1 - Within 50 kilometres where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding University Hospital (Shaughnessy Site) which is included in Group 2 below, and all of Greater Victoria and all of the Saanich Peninsula.
  - (b) Group 2 - Within 75 kilometres where the employee's current job is located in all other areas except for the above.
- (2) If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to the employee's present job.
- (3) In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by 20 percent.
- (4) Notwithstanding the above:
  - (a) Where there are options, i.e. more than one position avail-

able at the same time, the HLAA shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one is near the limit of the region on one side of the employee's current Employer, and the employee's residence and the other placement option is on the other side of the current Employer, the HLAA would attempt to place the employee with the Employer nearest to the employee's residence.

- (b) Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "region" with respect to that employee in order to increase potential placement opportunities.

### **When and to Whom is a Comparable Job Offer Issued?**

#### **From Vince Ready's June 16, 1993 Recommendations.**

A generally comparable job is offered to those employees who have been given displacement or bumping notice and have been unable to access a generally comparable job, as defined under the ESLA, by exercising their Collective Agreement rights as a displaced or bumped employee within their home facility.

An example of how these recommendations apply is as follows:

A full-time employee will not be required to bump or be reassigned to a .5 position.

## EMPLOYMENT SECURITY HEU

Process:

Canvassing For:

Early Retirement

Job Sharing

Other Voluntary  
Options

Position identified as facing reduction

Displaced/layoff notice issued

Exercise bumping rights to a comparable job in your facility

Is there a comparable job in the facility

Yes:  
Employee must  
exercise bumping  
rights

No:  
Move to a comparable job in the region  
OR  
at the employee's discretion exercise bumping rights as per the Collective Agreement to bump into a less than comparable job

## EMPLOYMENT SECURITY BCNU

Process:

Canvassing For:
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Early Retirement	Job Sharing	Other Voluntary Options
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Position identified as facing reduction
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	Displaced/Laid-off employees issued notice
--	--

	Displaced employees given first consideration on vacancies
--	--

	* Assigned to remaining vacancies
--	-----------------------------------

	* If not enough vacancies to accommodate the number of employees displaced, reassignment of capable and qualified displaced employee(s) to position(s) held by most junior employee(s)
--	--

	If comparable job not available, move to a comparable job in region
--	---

\* Employees will not be reassigned to positions which are not comparable.

## EMPLOYMENT SECURITY HSA

Process:

Canvassing For:

Early Retirement

Job Sharing

Other Voluntary  
Options

Position identified as facing reduction

Displaced/Laid-off employees issued  
notice

\* Reassignment of capable and qualified  
displaced employee(s) to position(s) in  
accordance with the Collective  
Agreement

If comparable job not available, move to a  
comparable job in region

- \* Employees will not be reassigned to positions which are not comparable.

## **Generally Comparable**

### **From Vince Ready's June 16, 1993 Recommendations.**

A "generally comparable" job is defined as follows:

A job with the same Employer, another Employer in the public service, public sector or non-profit community sector which is within ten percent of the rate of pay\* the displaced employee was receiving at the time of displacement.

In calculating the ten percent differential the parties must include wages and the following benefits:

- medical, dental, extended health, group life and long term disability.

Where the new Employer lacks a long term disability plan the provisions of paragraph 1, page 6 of the ESLA may be applicable in which case this benefit will not be considered in calculating the differential.

Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "generally comparable" with respect to that employee in order to increase potential placement opportunities

\* The rate of pay means a comparison at the top step of the increment scale.

### **Policy Dispute Resolution Process - Employment Security and Labour Force Adjustment Agreement**

The administrative process for the application of the Employment Security Agreement language on Dispute Resolution is as follows:

1. The parties to this process are HEABC, and each of BCNU, HEU, HSA, IUOE and BCGEU.
2. If a difference arises between the parties relating to the interpretation, application, operation or alleged violation of the ESLA which involves a policy issue or may have implications for other parties to this agreement, including whether a matter is arbitrable, the parties directly affected by the difference shall meet to attempt to resolve the dispute at stage 3 of the grievance procedure.
3. If the dispute remains unresolved, any party may submit the difference to Vince Ready as an expedited arbitrator within

thirty (30) days of the stage 3 meeting.

- (a) The party submitting the difference to arbitration shall notify the other parties to the agreement through the use of an Expedited Arbitration Form which shall include:
  - a. the name of the union, facility, and individual(s) involved;
  - b. the date of the alleged incident;
  - c. outline of the issue;
  - d. the remedy sought;
  - e. the degree of urgency;
  - f. the procedure requested and rationale;
  - g. the name, address and phone number of the contact person.
- (b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.
- (c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the parties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process - Employment Security Agreement, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the pre-hearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other parties to this agreement, or whether the dispute should be handled in ESLA with the provisions of the expedited arbitration process.

## **DISPUTE RESOLUTION PROCESS**

### **- Employment Security and Labour Force Adjustment Agreement - ESLA -**

The parties agree that employees may file grievances related to the ESLA. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through the following expedited process. Referrals to this process will be made within thirty (30) days of the stage 3 meeting.

1. The parties agree that Colin Taylor, Heather Laing, Don Munroe and Judi Korbin are the expedited arbitrators for issues arising from the ESLA.
2. Either party shall refer issues to the arbitrator utilizing an Expedited Arbitration Form. The form will include the name of the union, facility and individual(s) involved, the date of the

- alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.
3. The arbitrator shall arrange an arbitration hearing with twenty-eight (28) days of the referral.
  4. The parties will utilize their own current staff to present the arbitration.
  5. Each presentation will be short and concise, and not exceed two (2) hours in length per party.
  6. The parties agree to limited use of authorities during their presentation.
  7. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will become in Employment Security Agreement with Section 103 of the Labour Relations Code.
  8. Where a mediation fails or is not appropriate, a decision will be rendered on an agreed to form and faxed to the parties within five (5) working days of the hearing.
  9. All mediated resolutions or decisions of the arbitrators are limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
  10. If the arbitrator or the parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be referred back to the parties for disposition in ESLA with the Policy Dispute Resolution Process.
  11. It is understood that it is not the intention of either party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the *Labour Relations Code*.

## **Section 8 - ESLA Job Sharing<sup>1</sup>**

The purpose of this Memorandum of Understanding is to allow for the implementation of job sharing as specified in the ESLA.

### **Article 1 - Preamble**

- 1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.

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<sup>1</sup> From Vince Ready's award dated April 21, 1994

- 1.2 A “Job Sharing Arrangement” refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.
- 1.3 Job Sharing Arrangements entered into under this agreement shall serve a labour adjustment purpose and shall be governed by the conditions set out below.
- 1.4 The HLAA will pay the additional cost of group benefits that result from such job sharing agreements.

## **Article 2 - Participation**

- 2.1 Job sharing arrangements are voluntary and no employee shall be compelled or pressured into a job sharing arrangement by the Employer.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4). Such a request shall not be unreasonably denied subject to operational requirements and confirmation of a labour adjustment purpose.
- 2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.

Job sharers will be within the same department and classification except where the Employer and Union agree in good faith. (For BCNU, department shall be defined as those units sharing a common clinical focus, i.e., medical (surgical, extended care, intensive care, etc.).)

- 2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3, above.

## **Article 3 - Maintenance of Full-Time Positions**

- 3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement and the ESLA.
- 3.3 If one job sharing partner decides to discontinue participating in a job share, she must give thirty (30) days’ notice and she

will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made, over a period of 30 days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in ESLA with the Collective Agreement and the ESLA.

- 3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement and covered by the employment security provisions of the ESLA.

Should the displaced employee have been regular full-time immediately prior to the job share, a comparable job will be defined as a regular full-time position for the purpose of registration with the HLAA and/or internal options. Such employees can opt to define a comparable job as  $\pm 2$  of their FTE component of the job share. In either case, such employees' hours will be maintained only to the level the employee worked in the job share.

- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.

#### **Article 4 - Schedules and Job Descriptions**

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.  
4.2 Job descriptions for the job sharing partners will be identical.  
4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.  
4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

#### **Article 5 - Benefits**

- 5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Master Agreement.  
5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.

5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Unemployment Insurance and Canada Pension coverage.

## **Article 6 - Relief**

6.1 Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

## **Article 7 - Dispute Resolution**

Local disputes as to the implementation of ESLA job sharing at the facility level should be referred to the Disputes Resolution Process of the ESLA.

## **MEMORANDUM OF UNDERSTANDING<sup>2</sup>**

### **Re: Joint Health Care Reform Committees**

The parties undertake to proceed expeditiously to implement the following:

- The parties will agree to mechanisms to promote participation by Unions and by union members designated by Unions in health reform and utilization management to ensure that:
  - health reform objectives are advanced;
  - waste, inefficiencies, and inappropriate utilization are reduced or eliminated; and
  - employees workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

- Joint Union-Management mechanisms shall consist of a local Labour Adjustment Committee composed of one representative designated by each Union (BCNU, HEU, HSA, IUOE and BCGEU) and equal representatives designated by the employer, or any other structure mutually agreeable to the parties at the regional or local level.

## **GENERAL**

1. The ESLA should be read together with the Report and Recommendations of Industrial Inquiry Commissioner V.L. Ready dated May, 1996. In the event of a conflict between the two documents, the Report shall govern.

<sup>2</sup> The original agreement was between the Hospital Employees' Union, the British Columbia Nurses' Union, the Health Sciences Association, the Government of British Columbia, and the Health Labour Relations Association of British Columbia.

2. Except as otherwise specifically provided herein, any dispute arising from the interpretation, application or alleged violation of the ESLA shall be referred to V.L. Ready for final and binding resolution.

# MEMORANDUM OF UNDERSTANDING

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

**Re: Report of the Royal Commission on Health Care  
and Costs - Education and Training of Employees**

WHEREAS the Parties recognize the value of in-service education;

AND WHEREAS the Report of the Royal Commission on Health Care and Costs endorses training and education for health care employees to be affected by the changes proposed by the Royal Commission;

The Parties agree that upon the signing of the collective agreement, they will develop a joint proposal for the establishment of the necessary education and training programs.

And the Parties further agree that they will cooperate in seeking government funding for such programs.

And the Parties further agree that they will seek funding for a study to review the impact of the Royal Commission Report on HEU workers, including specific proposals for funding for retraining and upgrading to enhance job security of HEU workers.

# LETTER OF INTENT

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Workload and Safety in the Workplace**

The parties will jointly approach the Minister of Health to form and to fund an Industry Workload and Safety in the Workplace Committee to research, investigate and make recommendations on safe workload levels. The committee will consist of three (3) representatives nominated by the Union, three (3) representatives nominated by the Ministry and three (3) representatives nominated by HEABC.

The committee will deal with a wide range of issues related to workload. It will review and consider the impact of workload on injury-on-duty, sickness and long-term disability and will make recommendations in respect of it. Its mandate will include consideration of the impact of non-replacement of absent staff on employee workload and on employee health and safety.

Employees who are members of the committee shall be granted leave without loss of pay or receive straight time regular wages to participate in the committee process.

Recommendations by the committee shall be by unanimous or majority vote, with each of the three (3) parties on the committee having an equal vote irrespective of individual absences at a particular committee meeting. A recommendation by the committee shall be submitted to the affected employer(s) promptly when made. Within twenty-one (21) days of its receipt of a recommendation by the committee, the employer will provide the committee with a response. Once again by unanimous or majority vote as aforesaid, the committee may thereupon either reaffirm, vary or cancel its recommendation. Where the committee either reaffirms or varies its recommendation, the employer shall take reasonable steps to implement the reaffirmed or varied recommendation except where it cannot reasonably do so by reason of budgetary considerations. In that latter event, the obligation of the employer to take reasonable steps to implement the reaffirmed or varied recommendation shall be dependent on the necessary funding being provided by the Ministry.

It is understood and agreed that this Letter of Intent shall not be construed as a limitation on the normal arbitral jurisdiction respecting workload/vacancy issues.

# **ADDENDUM**

## **- Return to Work Programs -**

### **Preamble**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

### **Mutual Commitment**

The Employer and the Union are committed to a voluntary, safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates.

### **Voluntary Participation**

Employee participation in an established return to work program is voluntary. Employees may enter, withdraw and re-enter the program, and an employee's participation or non-participation will not be the basis for any disciplinary action. Participation must include the consent of the employee's physician.

Employer creation of a return to work program is voluntary.

### **Consultation**

Prior to entry into a return to work program, the employer, the employee and the union-designated representative(s) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and to the union.

### **Supernumerary**

An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees of the Employer.

### **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed.

The Employer shall not have contact with the employee's physician, without the employee's consent.

## **Program Coverage**

The return to work program will be available to WCB claimants, convalescent employees and injured employees.

## **Types of Initiatives**

Return to work programs may consist of one or more of the following:

1. **Modified Return to Work:** Not performing the full scope of duties.
2. **Graduated Return to Work:** Not working regular number of hours.
3. **Rehabilitation:** Special rehabilitation programs.
4. **Ergonomic Adjustments:** Modifications to the workplace.

## **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

## **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 38.

Employees engaged in a return to work program will fall into one of three (3) groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

- (a) Employees who have been approved for Leave - Workers' Compensation: receive full salary and all benefits pursuant to Article 31.
- (b) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits: receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.
- (c) Employees who have no accumulated sick leave credits and

who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB claim:  
receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.

### **No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Workers' Compensation.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings.

### **Return to Work Committee**

The parties agree to form a Return to Work Committee.

# MEMORANDUM OF AGREEMENT

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Return to Work Committee**

The parties agree to form a Return to Work Committee consisting of three (3) representatives from the Union and three (3) representatives of the Employer. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in the Committee process.

### **Purpose:**

The purpose of the Committee is to promote the philosophy and encourage the introduction of Return to Work Programs.

#### **Role and Function:**

The role and function of the Committee are as follows:

1. Assist in the development of processes and structures for return to work programs in facilities.
2. Act as an advisor to employees and employers on return to work programs in facilities.
3. Request information and provide feedback concerning individual employer return to work programs.
4. Develop and promote industry pilot projects on return to work programs and seek funding to support those pilot projects.
5. Develop and maintain an effective communications system for employees and employers concerning return to work initiatives.
6. The parties will perform regular reviews of the Committee's work. The Committee will report to the parties on an annual basis.

The parties shall meet within one (1) month of the signing of the agreement and at least quarterly thereafter over the term of the agreement.

The expenses of the Committee will be the responsibility of the Employer.

# **MEMORANDUM OF AGREEMENT**

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

**Re: LTD Claimants Governed by Plans Other Than the  
Former HEU Master**

The current supplemental monthly benefit for eligible non-HEU Master employees shall continue until July 6, 2004, provided that the employee continues to meet the criteria set out in Section 2 (A) (1) (b) of the Addendum Long-Term Disability Plans.

# **MEMORANDUM OF AGREEMENT**

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

**Re: Employer Specific Variations and Attachments**

All variations and attachments are to be reviewed. The parties agree to meet within 90 days of ratification of this agreement to resolve all such issues. Dalton Larson will act as mediator/arbitrator to resolve any outstanding matters.

# MEMORANDUM OF AGREEMENT

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Direct Care Staff Positions/Upgrading**

The Parties agree that in each of September 2001, September 2002 and September 2003, an additional five (5) million dollars shall be allocated and applied in the Facilities Subsector for the creation of new direct patient care positions in continuing care facilities, including stand alone extended care units and extended care units attached to acute care facilities.

The expenditure of this funding shall be subject to the following:

1. Apportionment of funding among health authorities shall be determined by the Ministry of Health.
2. Allocation of and criteria for funding between facilities within a health authority will be discussed between the health authority and the various unions in the Facilities Subsector, which represent direct patient care staff at Employers within the health authority.
3. Funds allocated under this memorandum of agreement must be utilized by the Employer to create new positions in the patient care and/or patient care technical classifications, including, but not limited to LPNs, care aides, activity workers, and rehabilitation assistants.
4. Notwithstanding paragraph 3, the Parties may mutually agree at the local level to allocate residual funds which may accrue prior to implementation of the new positions, for training, upgrading and orientation, including replacement of any facility staff member for in-service.

# LETTER OF INTENT

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Improvement to LTD Benefits**

The parties believe that the return to work program will result in an improvement over historical rates of successful rehabilitation.

The parties agree that if the return to work program results in an improvement over historical rates on successful rehabilitation, the Employer will favourably consider improvements to benefits for employees who have been on long-term disability for several years in recognition of the resulting savings to the benefit plan.

Independent of the foregoing, the parties further agree that in the event that the long-term disability benefits provided under the Collective Agreement between Health Employers Association of B.C. and the British Columbia Nurses' Union become in any manner indexed, such indexing shall likewise be applied under this Collective Agreement.

Any dispute arising under this Letter may be referred to Donald R. Munroe, Q.C. for a binding decision.

# **MEMORANDUM OF AGREEMENT**

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

## **Re: Trades Apprenticeship Training in Health Care**

The parties recognize that there is value in applying recognized Trades apprenticeship to health care.

The apprenticeship process within health care will be governed first by the provincial and national governing bodies responsible.

Within ninety (90) days of ratification of the renewal of the Facilities Subsector Collective Agreement, a local committee comprised of up to four (4) representatives of the Facilities Bargaining Association and up to four (4) representatives of the Vancouver Coastal Health Authority will meet to develop terms and conditions for Trades apprenticeship training.

It is understood that the terms and conditions for apprenticeship training developed by the local committee will include the following:

1. The utilization of Trades apprentices will not result in the lay-off of regular or casual employees of Vancouver Coastal Health Authority.
2. The number and type of Trades apprentices sponsored shall be determined by Vancouver Coastal Health Authority following a discussion with the local Unions.
3. Trades apprentices shall be supernumerary to regular Trades positions.
4. Employees of Vancouver Coastal Health Authority shall have the first opportunity over external applicants to apply for apprenticeship training through an internal recruitment notice/Expression of Interest. To be considered, applicants must possess the following qualifications:
  - Successful completion of pre-apprentice training program from a recognized educational institution where required by the Industry Training Authority for the applicable Trade;
  - Successful completion of BCIT or other recognized educational institution (as approved by Vancouver Coastal

Health Authority) trades testing and supplemental skills assessment; and

- A signed indenture agreement between the apprentice, the Employer, and the Industry Training Authority within thirty (30) days of appointment by Vancouver Coastal Health Authority.
5. Apprentices are responsible for all costs of their education provided by the post-secondary institution.
  6. Apprentices shall be considered casual employees except that Sections 1, 2, 3, 4, 7, and 17 of the Addendum - Casual Employees shall not apply.
  7. Regular employees of Vancouver Coastal Health Authority who access the apprenticeship training program will maintain their regular status for all purposes while employed in the program; however, the Employer may post the regular employee's position as a regular on-going vacancy under Article 16.01. The maintenance of regular status will be for no more than four (4) years (or five (5) years for certain Trades where this is a requirement) from the commencement of the apprenticeship training program for the employee at Vancouver Coastal Health Authority. The duration of the maintenance of regular status may be extended by up to one additional year based on exceptional circumstances and mutual agreement.
  8. Seniority will be credited for hours worked under the apprenticeship training programs at all Vancouver Coastal Health Authority worksites. Employees who are off-site as a result of the apprenticeship training program will be on an unpaid leave of absence consistent with Article 34 (Leave - Unpaid).
  9. Notwithstanding the provisions of the Addendum - Maintenance Agreement and Classification Manual, Trades apprentices shall be compensated based on the following proportion of the applicable Trades start rate:
    - Level I: 60%
    - Level II: 70%
    - Level III: 80%
    - Level IV: 90%
  10. Upon successful completion of the apprenticeship training program, the Employer has the right to appoint an apprentice to an on-going regular full-time vacancy in Trades at any work-site of Vancouver Coastal Health Authority without having to post the vacancy under Article 16.01. A regular employee of Vancouver Coastal Health Authority who accesses the apprenticeship training program and is offered a regular full-time

vacancy upon the completion of the program within fifty (50) kilometres of her/his home worksite must accept the offer for a minimum of twelve (12) months or repay two full years of the Employer's costs of health and welfare benefit plan premiums as outlined in paragraph #7 above. An apprentice who is not offered a regular full-time vacancy in Trades at the conclusion of the apprenticeship training program will be considered a casual employee and entitled to access work assignments in accordance with the Addendum - Casual Employees. An employee who had regular status prior to the commencement of the apprenticeship training program and who is unable to complete the program will have first opportunity ahead of internal applicants to bid on any vacant position(s) for which she/he is qualified.

The resulting local agreement may be used as a template for the utilization of Trades apprenticeship programs at other Employers covered by the Facilities Subsector Collective Agreement. The parties agree that the specific terms of this Memorandum of Agreement can be altered through local agreements to meet the unique circumstances of various Health Authorities.

# MEMORANDUM OF UNDERSTANDING

between

**Health Employers Association of British Columbia  
("HEABC")**

on behalf of:

Interior Health Authority, Arrow Lakes Hospital, Nakusp  
Interior Health Authority, Halcyon Community Home, Nakusp  
Interior Health Authority, Slocan Community Hospital and Health Care Centre, New Denver  
Interior Health Authority, Victorian Community Health Centre of Kaslo, Kaslo  
Northern Health Authority, Acropolis Manor, Prince Rupert  
Northern Health Authority, Bulkley Lodge, Smithers  
Northern Health Authority, Bulkley Valley District Hospital, Smithers  
Northern Health Authority, Chetwynd General Hospital  
Northern Health Authority, Dawson Creek and District Hospital  
Northern Health Authority, Fort Nelson General Hospital  
Northern Health Authority, Fort St. John General Hospital and Health Centre  
Northern Health Authority, Hudson's Hope Health Centre  
Northern Health Authority, Kitimat General Hospital  
Northern Health Authority, Lakes District Hospital and Health Centre, Burns Lake  
Northern Health Authority, Mackenzie and District Hospital  
Northern Health Authority, Masset Hospital, Masset  
Northern Health Authority, McBride and District Hospital  
Northern Health Authority, Mills Memorial Hospital, Terrace  
Northern Health Authority, North Peace Care Centre, Fort St. John  
Northern Health Authority, Peace River Haven, Pouce Coupe  
Northern Health Authority, Pouce Coupe Care Home  
Northern Health Authority, Prince Rupert Regional Hospital  
Northern Health Authority, Queen Charlotte Islands General Hospital, Queen Charlotte City  
Northern Health Authority, Rotary Manor, Dawson Creek

Northern Health Authority, Stikine Health Centre, Dease Lake  
Northern Health Authority, Stuart Lake General Hospital  
Northern Health Authority, Terraceview Lodge, Terrace  
Northern Health Authority, Tumbler Ridge Health Centre,  
Tumbler Ridge  
Northern Health Authority, Valemount Health Centre  
United Church of Canada, Bella Coola General Hospital  
United Church of Canada, R.W. Large Memorial Hospital,  
Waglisla  
United Church of Canada, Wrinch Memorial Hospital, Hazelton  
Vancouver Island Health Authority, Port Alice Hospital  
Vancouver Island Health Authority, Port Hardy Hospital  
Vancouver Island Health Authority, Port McNeill and  
District Hospital  
Vancouver Island Health Authority, St. George's Hospital,  
Alert Bay  
Vancouver Island Health Authority, Tahsis Hospital  
Vancouver Island Health Authority, Tofino General Hospital  
and

### **Association of Unions**

#### **Re: Isolation Allowance**

An isolation allowance of seventy-four dollars (\$74.00) per month or its hourly equivalent shall be applied to all pay rates.

# MEMORANDUM OF UNDERSTANDING

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Schedules with Work Days Greater than 7.5 Hours and Up To and Including 8 Hours per Day**

The purpose of this Memorandum of Understanding is to vary or clarify the terms of the 2006-2010 Facilities Subsector Agreement between the parties so that an expanded work day/compressed work week can be introduced.

This Memorandum of Understanding is effective the first pay period between September 30, 2004 and October 13, 2004, for hours worked after this date, and applies to schedules with work days greater than seven and one-half (7.5) hours per day and up to and including eight (8) hours per day.

- (a) It is understood and agreed by the parties that the present position of the Employer and the employees will not be compromised by this Memorandum of Understanding. The employers and employees affected by this Memorandum of Understanding shall not lose or gain any benefit or benefits presently enjoyed under the terms of the Master Agreement.
- (b) It is understood and agreed by the parties that the introduction of this plan shall not work to the detriment of the Employer when related to part-time or casual employees. No employer or employee will receive pay or benefits superior to those negotiated in the Facilities Subsector Agreement for her/his classification and status because of the fact of working an expanded work day/compressed work week.
- (c) It is understood and agreed by the parties that for the purposes of this Memorandum of Understanding, days have been converted into working hours where applicable, so that one (1) day shall equal seven and one-half (7.5) paid hours.  
Example: Three (3) days' compassionate leave equals seven and one-half (7.5) hours times three (3) days = 22.5 working hours.
- (d) It is understood and agreed by the parties that regular full-time employees normally receive 1950 hours' pay in the fifty-

two (52) week period commencing from the first scheduled shift in January.

For the purposes of calculating days off the employee will receive a minimum of one hundred and fifteen (115) days off (two (2) days per week plus a minimum of eleven (11) statutory holidays) in a fifty-two (52) week period commencing with the first scheduled work shift in January.

It is further understood and agreed that an employee may work a shift on the three hundred and sixty-fifth (365th) day or three hundred and sixty-sixth (366th) day (in a Leap Year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled then overtime shall not apply for same.

For the purposes of calculating the employees' hourly pay rate, the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{monthly rate X 12}}{1950}$$

It is understood and agreed by the parties that the attached clause revisions are for administrative clarity and indicate the way which the expanded work day/compressed work week will be implemented. These revisions may be modified or expanded upon to comply with the philosophy expressed in Section (a) of this Memorandum of Understanding.

Revisions to the Facilities Subsector Agreement for the purposes of this Memorandum are as follows:

## **Article 14.12 - Portability**

### **14.12.02 Portable Benefits**

#### **(c) Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from her/his previous employment up to a maximum of eleven hundred and seventy (1170) working hours, and shall be entitled to sick leave in accordance with the provisions of Article 31 commensurate with her/his accumulated seniority.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of eleven hundred and seventy (1170) hours as of the first pay period prior to September 30, 1993 shall retain the accumulated balance to their credit.

## **Article 21- Overtime**

**21.03** If an employee works overtime on a Statutory Holiday which calls for a premium rate of pay as provided at Article 27, the

employee shall be paid overtime at the rate of time and one-half (1.5) times the premium Statutory Holiday rate for all hours worked beyond the normally scheduled hours for that day.

## **Article 27 - Statutory Holidays**

**27.02** If an employee is required to work on Good Friday, Labour Day or Christmas Day, the employee shall be paid at the rate of time and one-half (1.5) plus straight time for all hours worked. In addition, each regular employee will receive seven and one-half (7.5) paid hours off.

**27.05** If an employee is required to work on one of the Government proclaimed Statutory Holidays listed in Article 27.01 other than Super Stats, the employee shall be paid at the rate of double time for all hours worked, and in addition, will receive seven and one-half (7.5) paid hours off.

## **Article 28 - Vacations**

### **28.01 Vacation Entitlement**

(b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

- 1 year's continuous service - 150.0 working hours' vacation
- 2 years' continuous service - 150.0 working hours' vacation
- 3 years' continuous service - 150.0 working hours' vacation
- 4 years' continuous service - 150.0 working hours' vacation
- 5 years' continuous service - 157.5 working hours' vacation
- 6 years' continuous service - 165.0 working hours' vacation
- 7 years' continuous service - 172.5 working hours' vacation
- 8 years' continuous service - 180.0 working hours' vacation
- 9 years' continuous service - 187.5 working hours' vacation
- 10 years' continuous service - 195.0 working hours' vacation
- 11 years' continuous service - 202.5 working hours' vacation
- 12 years' continuous service - 210.0 working hours' vacation
- 13 years' continuous service - 217.5 working hours' vacation
- 14 years' continuous service - 225.0 working hours' vacation
- 15 years' continuous service - 232.5 working hours' vacation
- 16 years' continuous service - 240.0 working hours' vacation
- 17 years' continuous service - 247.5 working hours' vacation
- 18 years' continuous service - 255.0 working hours' vacation
- 19 years' continuous service - 262.5 working hours' vacation
- 20 years' continuous service - 270.0 working hours' vacation

21 years' continuous service -	277.5 working hours' vacation
22 years' continuous service -	285.0 working hours' vacation
23 years' continuous service -	292.5 working hours' vacation
24 years' continuous service -	300.0 working hours' vacation
25 years' continuous service -	307.5 working hours' vacation
26 years' continuous service -	315.0 working hours' vacation
27 years' continuous service -	322.5 working hours' vacation
28 years' continuous service -	330.0 working hours' vacation
29 years' continuous service -	337.5 working hours' vacation

This provision applies when the qualifying date occurs before July 1 in each year.

## **28.02 Supplementary Vacations**

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-seven and one-half (37.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy-five (75) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one-hundred and twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional one hundred and twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one-hundred and twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

## **28.04 Splitting of Vacation Periods**

Annual vacations for employees with less than seventy-five (75) working hours' vacation shall be granted in one (1) continuous period.

## **Article 29 - Compassionate Leave**

**29.01** Compassionate Leave of Absence of twenty-two and one-half (22.5) working hours with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household, or with whom the employee permanently resides.

## **Article 30 - Special Leave**

**30.01** Special leave credits may be used for the following reasons:

1. Marriage Leave - thirty-seven and one-half (37.5) working hours.
2. Paternity Leave - seven and one-half (7.5) working hours.
3. Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to fifteen (15) working hours at one time.
4. Leave of seven and one-half (7.5) working hours may be added to twenty-two and one-half (22.5) working hours' compassionate leave.
5. Leave of twenty-two and one-half (22.5) working hours may be taken for travel associated with compassionate leave.
6. Adoption Leave - seven and one-half (7.5) working hours.

If a regular full-time or regular part-time employee has not earned sufficient Special Leave credits, she/he may request leave of absence without pay.

## **Article 31- Sick Leave, WCB, Injury-on-Duty Leave**

**31.02** Sick leave credits with pay shall be granted on the basis of eleven point two five (11.25) working hours per month, cumulative up to eleven hundred and seventy (1170) working hours.

**31.04** Sick leave pay shall be paid for one (1) scheduled work day or less not covered by the Workers' Compensation Act.

## **Article 34 - Leave - Unpaid**

### **34.03 Unpaid Leave - Affecting Seniority Benefits**

An employee granted unpaid Leave of Absence totalling up to one hundred and fifty (150) working hours in any year shall continue to accumulate seniority and all benefits and shall return to her/his former job and increment step.

If an unpaid Leave of Absence or an accumulation of unpaid Leaves of Absence exceeds one hundred and fifty (150) working hours in any year, the employee shall not accumulate benefits for any additional hours of unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **34.04 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of one hundred and five (105) working hours at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for the time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than one hundred and five (105) working hours unless this would unduly interrupt the operation of the department. Employees granted such leaves of absence shall retain all rights and privileges accumulated prior to obtaining such leaves. Seniority shall continue to accumulate during such leaves and shall apply to such provisions as annual vacations, increments and promotions.

### **Addendum**

#### **- Long-Term Disability Insurance Plans -**

#### **Long-Term Disability Plan**

##### **Section 1- Eligibility**

##### **(B) Seniority and Benefits**

Any employee granted Unpaid Leave of Absence totalling up to twenty (20) working days (effective September 30, 1993: one hundred and forty-four (144) hours) in any year shall continue to accumulate seniority and all benefits and shall return to her/his former job and increment step. Effective the first pay period between September 30, 2004 and October 13, 2004, twenty (20) working days equals one-hundred and fifty (150) hours.

If an Unpaid Leave of Absence or an accumulation of Unpaid Leaves of Absence exceeds twenty (20) working days in any year,

the employee shall not accumulate benefits from the twenty-first (21st) day (effective September 30, 1993: one hundred and forty-fifth (145th) hour; effective the first pay period between September 30, 2004 and October 13, 2004, one hundred and fifty-first (151st) hour) of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (effective September 30, 1993: one hundred and forty-four (144) hours) unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis. Effective the first pay period between September 30, 2004 and October 13, 2004, twenty (20) working days equals one-hundred and fifty (150) hours.

# MEMORANDUM OF UNDERSTANDING

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Manual Lifting**

The Parties agree to establish a goal of eliminating all unsafe manual lifts of patients/residents through the use of mechanical equipment, except where the use of mechanical lifting equipment would be a risk to the well-being of the patients/residents.

The Employer shall make every reasonable effort to ensure the provision of sufficient trained staff and appropriate equipment to handle patients/residents safely at all times, and specifically to avoid the need to manually lift patients/residents when unsafe to do so. If the use of mechanical equipment would be a risk to the well-being of the patients/residents, sufficient staff must be made available to lift patients/residents safely.

The parties agree to take the following immediate steps through the Occupational Health and Safety Agency for Healthcare to achieve this goal throughout the subsector.

- (a) Work in partnership with the Workers' Compensation Board, the Ministry of Health and others to establish a financing framework to make funds available to purchase the necessary mechanical equipment;
- (b) Finalize and distribute clear industry guidelines for safe patients/residents handling;
- (c) Encourage the full participation of the local joint Occupational Health and Safety Committee in the development, implementation and on-going monitoring of this goal;
- (d) Recommend to the Ministry of Health that all new health care facilities be equipped with appropriate lifting equipment; and
- (e) Produce an annual report card on the progress to date including specific recommendations for the coming year.

# **MEMORANDUM OF UNDERSTANDING**

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Local Discussions Regarding Nursing Shortage Solutions**

The Parties recognize that certain non-direct patient care duties performed by registered nurses could also be performed by members of the Health Services and Support Facilities Subsector bargaining unit at various work sites and that this may be an important part of a comprehensive program to deal with the nursing shortage.

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

# **MEMORANDUM OF UNDERSTANDING**

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

**Re: Benefits During the LTD Waiting Period**

The Parties agree to meet within ninety (90) days of ratification of the Collective Agreement to discuss the development of a joint study regarding the feasibility of implementing Employer paid benefits for those employees awaiting LTD who have exhausted all other avenues under the Collective Agreement.

# **MEMORANDUM OF UNDERSTANDING**

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

**Re: Standardization of Non-Monetary Provisions to  
New Certifications**

The Parties agree that within three (3) months of the ratification of the collective agreement, HEABC and the Association of Unions will meet 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 that the parties are unable to agree on a template agreement, the issue shall be referred to Vince Ready who shall act as an expedited arbitrator to finalize the template agreement.

June 5, 1998

Mr. Chris Allnutt

Health Services and Support Association of Unions

Dear Chris,

**Re: Termination of Health and Welfare Benefits**

This letter is to confirm our mutual understanding, as discussed in the course of negotiations, that upon termination of employment, all health and welfare benefits (except MSP) to which an employee is entitled shall terminate.

Yours truly,

(Signed) Hugh MacLeod

On behalf of the Employer's Bargaining Team

# LETTER OF UNDERSTANDING

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Contracting Out**

The Parties agree that this letter of understanding will be held in abeyance until the public sector negotiations have been completed or December 31, 1998, whichever comes earlier. In the spirit of the positive nature of these negotiations, the parties agree to form a subcommittee to ensure that this letter of understanding meets the needs of all parties.

Whereas the Parties recognize the benefit in certain circumstances of encouraging work which is currently being done outside the bargaining unit to be done within the bargaining unit;

And whereas the Parties recognize that it must be practicable for the work to be done by bargaining unit employees (i.e. considering factors such as the seasonal nature of the work, the need for speciality skills on the parts of employees and their supervisors, legal liability for work to be done, warranty and maintenance on leased equipment and negligence, etc.);

And whereas the focus of health care reform is to find operational and fiscal effectiveness and efficiencies;

And whereas the current collective agreement between the Parties contains provisions respecting contracting out of work;

And whereas the Association of Unions seeks to encourage employers to have work which is performed outside the bargaining unit, brought within the bargaining unit.

Now therefore the Parties agree as follows:

1. Pursuant to Article 17.12, the Union will be afforded an opportunity to submit a proposal for work to be done by bargaining unit employees, where such work is currently being contracted out or which the employer intends to contract out.
2. The Employer agrees to provide the Union with the details of the work to be performed, including any tendering documents.
3. The Union's proposal shall address all specifications, terms of reference and other relevant factors related to the work to be performed, including:

- a) whether qualified employees are available to complete the work in the time period required;
  - b) whether the Employer has the equipment and resources necessary to complete the work without incurring expenses that cannot be justified;
  - c) whether new or existing employees would perform the work as set out in 5 below; and
  - d) operating and capital costs.
4. Where the Union submits a proposal which complies with the requirements of paragraph 3 above, the Employer will give the Union's proposal due consideration and provide reasons for its decision to accept or reject the Union's proposal.
  5. Where the Union's proposal is accepted and as a result, the work is performed by new or existing bargaining unit employees, the following shall apply:
    - A. Work of Greater than Twelve (12) Months Duration
 

Positions for work which is of twelve (12) months duration or greater shall be posted pursuant to the collective agreement.
    - B. Work of Less than Twelve (12) Months Duration
 

Positions for work which is either (1) specific projects or pilot projects for new services or types of work etc.; or (2) term certain assignments where an applicant, at the time of applying for the position is aware of the expiry date of the assignment (provided such assignments are less than twelve (12) months in duration) will be posted pursuant to the Collective Agreement.
    - C. Work of Less than Sixty (60) Days Duration
 

Work referred to in 5 above which is less than sixty (60) days in duration will be filled consistent with Article 16.01(b)(i) or (ii).
    - D. Employment Security
 

At the end of the term of the assignment referred to in B. or C. above, an internal regular employee who performs the work shall return to her/his former job and increment step before working in the term assignment and any other employee affected shall return to her/his former job and pay rate without loss of seniority and accrued perquisites. An internal casual employee shall return to the casual list.

At the end of term of the assignment referred to in B. or C. above, an external applicant's employment shall be at

an end and she/he shall not be deemed to be displaced and Article 17 shall not apply, with the exception of Article 17.08.03, recall.

# **LETTER OF UNDERSTANDING**

between

**Health Employers' Association of British Columbia**

and

**Health Services and Support Facilities Subsector  
Bargaining Association**

and

**Health Services and Support Community Subsector  
Bargaining Association**

and

**Paramedical Professional Sector Bargaining Association**

and

**Nurses Sector Bargaining Association**

## **Re: Healthcare Labour Adjustment Agency Funding**

WHEREAS the Parties have had an opportunity to work jointly on labour adjustment issues through the Healthcare Labour Adjustment Agency ("HLAA") and through that organization have developed relationship outside of the collective agreement which have yielded solutions to complex labour relations issues;

AND WHEREAS the above mentioned solutions were largely successful because of the partnership approach taken by all of the Parties to the HLAA;

AND WHEREAS on May 8, 1996 the Industrial Inquiry Commissioner ("IIC") Vincent Ready published recommendations to resolve collective bargaining disputes, which included the following statement:

"Since the Government of British Columbia is the paymaster for health care and in view of my recommendations that the Government provide the funding to adequately permit the HLAA to carry out its recommended mandate..."

NOW THEREFORE the Parties agree as follows:

1. The Parties shall support the on-going work of the HLAA by ensuring that the Government of British Columbia fully understands and appreciates the importance of ensuring that an appropriate level of funding continues during the term of the collective agreement.

2. From nine (9) million to twelve (12) million dollars will be provided annually in order to maintain the integrity of the principles under which the HLAA has been funded to date.
3. To that end, the HLAA Board of Directors will approve a business plan for the operation of the HLAA.  
Any unexpended funds from the approved business plan shall be applied to the requirements of the next fiscal year's business plan.

# LETTER OF INTENT

between

Association of Unions

and

Health Employers Association of British Columbia  
("HEABC")

## Re: Classification - Benchmarks

The Parties shall meet within 120 days of the ratification of this agreement to establish a joint committee comprised of no more than four members appointed by each party to review all benchmarks for housekeeping and administrative efficiency changes that do not impact the classification of the benchmark. This review will include:

- Identification and removal of benchmarks that are redundant;
- Review of all terminology in existing benchmarks and, where necessary, update existing benchmarks to reflect current terminology;
- Review of all existing benchmarks for housekeeping changes to eliminate confusion in the application of the benchmarks;
- Determine which benchmarks are most in need of review to reflect changes in technology, changes to facilities-based/hospital-based operating systems, and changes to qualifications and educational requirements with priority on Trades, Power Engineers, and Information Technology benchmarks; and
- Undertake the necessary benchmark reviews on an expedited basis.

This review will not result in any increased cost to the Employer.

The parties agree to create a new job family called "Technical" to include the Accountant and the Accounting Supervisor (R21E and R24), Information Systems (R19S, R21S, R23A, R26S, R27A, R29S), Buyers (R21C and R25), and Medical Records Technician (R11).

The parties agree to move the Nursing Assistant (Orthopaedic Technician) (PC15) to the "Patient Care" job family.

The parties agree to move all jobs in the Laboratory Assistant class series and the Pharmacy Technicians class series to the "Patient Care Technical" job family.

The parties agree to move the Volunteer Coordinator to the "Patient Care" job family.

# LETTER OF INTENT

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: Clerical Benchmark Series**

WHEREAS introduction of new technology is having a significant impact on the clerical job family,

WHEREAS the existing clerical benchmarks have not been reviewed since their introduction,

WHEREAS the parties recognize the need to create new benchmarks, modify existing benchmarks, and/or delete redundant benchmarks,

THEREFORE, the Parties will conduct a joint review of the Clerical Benchmark Series. This review will commence not later than sixty (60) days following the effective date of the renewal Facilities Subsector Collective Agreement and will conclude within twelve (12) calendar months of commencement. To support the above work, three million dollars (\$3,000,000) in total cumulative funding over the four (4) year term of the renewal Facilities Subsector Collective Agreement will be allocated. It is understood that any adjustments to wage rates shall be effective April 1, 2007 and shall not exceed a total cumulative cost of one million dollars (\$1,000,000) for fiscal 2007/2008. The parties agree that the allocation of three million dollars (\$3,000,000) addresses the total amount required to complete this review of the Clerical Benchmark series.

# **LETTER OF INTENT**

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

## **Re: Benchmark Series Review**

WHEREAS the parties recognize the need to create new benchmarks, modify existing benchmarks, and/or delete redundant benchmarks,

THEREFORE, the Parties will conduct a joint review of the following Benchmark Series:

- Orthopaedic Technician;
- Rehabilitation Assistant;
- Volunteer Coordinator;
- Activity Worker III and IV;
- Accountants;
- Stores;
- Patient Care Technical;
- Social Service Assistant I and II; and
- Health Record Technicians.

This review will commence not later than sixty (60) days following April 1, 2007 and will conclude within twelve (12) calendar months of commencement. To support the above work, two million dollars (\$2,000,000) in total cumulative funding over the four (4) year term of the renewal Facilities Subsector Collective Agreement will be allocated. It is understood that any adjustments to wage rates shall be effective no earlier than April 1, 2007 and no more than one million dollars (\$1,000,000) shall be applied in any year. The parties agree that the allocation of two million dollars (\$2,000,000) addresses the total amount required to complete this review of the above Benchmark series.

## **ADDENDUM**

### **- Laundry Worker Benchmark Review -**

The parties will undertake a joint benchmark review of the Laundry Family using the same parameters and mandate as previously done for Cooks and Engineers.

Any changes to benchmarks and/or definitions will be effective April 1, 2004. If the parties are unable to reach an agreement by April 1, 2003 either party may refer the matter to a third party for a binding decision.

*Note: This Addendum is in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.*

# LETTER OF UNDERSTANDING

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

**Re: Programmer Analysts**

WHEREAS the Parties recognize the increasing importance of information technology in the healthcare system;

AND WHEREAS the growth in demand for information technology has created strong competitive pressures in the recruitment of employees with the skills to perform programmer analyst services;

AND WHEREAS significant retention and recruitment pressures include the issues of compensation and work schedules;

AND WHEREAS employees performing these services tend to have irregular work demands and work in a self-directed environment, where work is performed in concentrated periods and time off is taken when it does not interfere with system operations;

AND WHEREAS employees performing these services may prefer and require flexible work arrangements;

AND WHEREAS certain existing collective agreement provisions do not provide for flexible work arrangements and therefore do not take into account the unique nature of the work, work flow and preferences of employees with the skills to perform programmer analyst services;

THEREFORE the Parties at the Local level will develop a work schedule by mutual agreement taking into consideration the specific needs of both the employer and the employees.

# LETTER OF UNDERSTANDING

between

**Health Employers Association of British Columbia  
("HEABC")**

and

**Association of Unions**

## **Re: Scheduling for Union Activity**

WHEREAS the Parties recognize that there may be some benefit in scheduling a reasonable amount of paid time off for union members who are engaged in union activity resulting from collective agreement obligations such as, involvement with the OH & S Committee, Labour Adjustment Committee and the Labour Management Committee;

AND WHEREAS the Parties recognize that the amount of time which would be considered reasonable varies depending upon a number of circumstances, including the size of the employer, the nature of the operation and day to day circumstances of the facility;

AND WHEREAS the parties recognize that the purpose of scheduling a reasonable amount of paid time off is to ensure the efficient operation of the Employer's business, the promotion of harmonious labour relations and to ensure that union representatives on such committees are prepared for and productively participate in such meetings;

NOW THEREFORE the Parties agree as follows:

The Parties agree at the local level to meet and discuss the need to designate a reasonable amount of scheduled paid time for employees who act as union representatives on the OH & S Committee, Labour Adjustment Committee and the Labour Management Committee.

# **LETTER OF INTENT**

between

**Association of Unions**

and

**Health Employers Association of British Columbia  
("HEABC")**

## **Re: LTD Plan's Rehabilitation Provision**

WHEREAS the Parties agree that the rehabilitation of employees with disabilities is an important goal; and,

WHEREAS the Parties further agree that all eligible employees with disabilities who are medically able to participate and co-operate in a Rehabilitation Plan shall participate and co-operate fully in the rehabilitation process that will enable a return to gainful employment;

THEREFORE, the Parties agree that within three (3) months of the signing of the Collective Agreement, they will meet to review the Rehabilitation Policies and Services of the Healthcare Benefit Trust and, prepare a submission of recommendations regarding the Trust's Rehabilitation Policies and Services to the Board of Trustees of the Healthcare Benefit Trust for their consideration.

# **MEMORANDUM OF AGREEMENT**

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

**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 Care 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 safe 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.

March 25, 2001

Tony Collins  
Spokesperson, HEABC  
Health Services and Support

Dear Mr. Collins:

**Re: Article 17.06 Bumping**

This letter is to confirm our mutual understanding as discussed in the course of negotiations, that in case of displacement of FSWI and FSWII workers, a transfer under Article 17.06 - Bumping will not be deemed to affect a promotion unless it results in an increase in the pay rate in excess of five percent (5%) of their existing pay rate.

Yours truly,

(original signed C.J. Allnutt)

Chris Allnutt

On behalf of the Health Services and Support - Facilities  
Association

# **MEMORANDUM OF AGREEMENT**

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

**Re: Implementation of a Premium to Address**  
**Recruitment/Retention Concerns**

HEABC and its member Employers and the Facilities Bargaining Association and its members recognize the importance of attracting, retaining, and motivating a highly skilled workforce to provide health care and allied services to the residents of the province of British Columbia. To the extent reasonably possible, the parties want to ensure that Employers can retain the intellectual property, knowledge, and experience that exist in employees in the Health Sector.

The parties have identified the following job classifications will receive a recruitment/retention market adjustment premium:

- Air Conditioning Mechanic;
- Boiler Operator;
- Boiler Operator, Supervising;
- Carpenter;
- Chief Power Engineer 2;
- Chief Power Engineer 3;
- Chief Power Engineer 4;
- Computer Technical Support I;
- Computer Technical Support II;
- Electrician;
- Fitter;
- Fitter/Gas Fitter B (Cross Connection);
- Head Air Condition Mechanic;
- Head Carpenter;
- Head Electrician;
- Head Fitter;
- Head Laundry Mechanic;
- Head Machinist;

- Head Painter;
- Head Plasterer;
- Head Plumber;
- Head Refrigeration Mechanic;
- Head Welder;
- Laundry Mechanic;
- Machinist;
- Maintenance Supervisors who: (a) hold a TQ ticket as a requirement of their job; and (b) supervise Trades;
- Painter;
- Plasterer;
- Plumber;
- Plumber/Gas Fitter B (Cross Connection);
- Power Engineer 2;
- Power Engineer 3;
- Power Engineer 4;
- Programmer/Systems Analyst I;
- Programmer/Systems Analyst II;
- Programmer/Systems Analyst III;
- Programmer/Systems Analyst IV;
- Refrigeration Mechanic;
- Supervising Power Engineer 2;
- Supervising Power Engineer 3;
- Supervising Power Engineer 4; and
- Welder.

In order to address the recruitment/retention concerns and pay-related skill shortages for the above classifications, the parties agree to the implementation of a market adjustment premium amount in accordance with the following process:

1. Each of the classifications listed above will receive an hourly market adjustment premium amount of \$4.00 for every hour paid effective on April 1, 2006. Effective on April 1, 2007, the hourly market adjustment premium amount will increase by an additional \$0.50 per hour. The hourly market adjustment premium amount will be applied after the general wage increases set out in Article 48.04.
2. The market adjustment premium amount will apply to all regular and casual employees in the eligible classifications.
3. The market adjustment premium amount will not be retroac-

tive. Employees shall be eligible for the market adjustment premium amount if they are employed on or after the effective date of this Memorandum of Agreement.

4. The market adjustment premium amount will apply to employees in eligible classifications whose current wage rate is red-circled; however, such employees will only receive the difference between their red-circled wage rate and the base wage rate for their job including the market adjustment premium amount. If an employee's red-circled wage rate exceeds the base wage rate for their job by the amount of the market adjustment premium amount or greater, the employee will not receive any amount of the market adjustment premium amount.
5. The market adjustment premium amount is considered wages for the purposes of the application of the federal *Income Tax Act*, and any other applicable statutory deductions. The market adjustment premium amount is also subject to Union dues in accordance with the formula specified by the constituent Union.
6. The market adjustment premium will have no effect on the Pay Equity process under Article 49.

All of which is agreed this 16th day of March, 2006.

Signed on behalf of the FBA:

Signed on behalf of HEABC:

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# **MEMORANDUM OF AGREEMENT**

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

**Re: One-Time Payment - 2006-2010 Facilities 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 negotiated and ratified 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 fully ratified by both parties no later than March 31, 2006.
3. The one-time payment is to be made from a fund of one hundred and five million four hundred thousand dollars (\$105,400,000) which is based on a payment of:
  - i. Three thousand seven hundred dollars (\$3,700) times twenty-six thousand three hundred and fifty (26,350) Full-Time Equivalents; and
  - ii. Five hundred dollars (\$500) times twenty-six thousand three hundred and fifty (26,350) Full-Time Equivalents as a bonus for recognition of past skills upgrading.

The one-time amount may 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 Facilities Subsector Collective Agreement as of March 31, 2006, the total combined lump-sum amount of four thousand two hundred dollars (\$4,200) is to be 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 total combined lump-sum amount can not exceed four thousand two hundred dollars (\$4,200) to any employee in the Health Sector 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 35 (Maternity and Parental Leave), under Article 31.04 (Injury-On-Duty), 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 to the one-time payment, a one-time lump-sum payment will be made to all employees (regular and casual) employed by a health sector Employer covered by the Facilities Subsector Collective Agreement as of March 31, 2006 in the following job classifications. The lump-sum payment will be equivalent to one percent (1.0%) multiplied by all straight-time hours paid up to 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 and by the hourly wage rate applicable for each classification as at March 31, 2006. The lump-sum amount can not exceed four hundred and eighty-seven dollars and fifty cents (\$487.50). The job classifications eligible for the additional one-time lump sum payment are:
- Nursing Unit Assistant;
  - Buyer (Benchmark #10907);
  - Buyer Supervisor (Benchmark #10908);
  - Pharmacy Technician I (Benchmark #15401);
  - Pharmacy Technician I (A) (Benchmark #15403);
  - Pharmacy Technician II (Benchmark #15402);
  - Pharmacy Technician II (A) (Benchmark #15404);
  - Laboratory Assistant I (Benchmark #15201);
  - Laboratory Assistant II (Benchmark #15202);
  - Laboratory Assistant II (A) (Benchmark #15205);
  - Laboratory Assistant III (Benchmark #15203); and
  - Laboratory Assistant IV (Benchmark #15204).
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 March 31, 2006.
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 Facilities 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.

## **LETTER OF AGREEMENT**

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

### **Re: Fiscal Dividend**

The parties agree as follows:

Having agreed the term of the Facilities 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.

#### 1.0 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 pro-

portion 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 straight-time 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 35 (Maternity and Parental Leave), under Article 31.04 (Injury-On-Duty), 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

Health Employers Association of British Columbia  
("HEABC")

and

Facilities Bargaining Association ("FBA")

**Re: Professional Responsibility for Licensed Practical Nurses**

In the interest of safe patient/resident care and safe nursing practice, the parties agree to the following problem-solving process to address employee concerns relative to patient/resident care including:

- A. Nursing practice conditions;
- B. Safety of patients/residents and Licensed Practical Nurses; and
- C. Workload.

**Step One:**

Health Authorities and Affiliate Employers: A Licensed Practical Nurse with a concern will discuss the matter with her/his excluded supervisor or designate with the objective of resolving the concern. At her/his request, the employee may be accompanied by a shop steward.

**Step Two:**

Health Authorities (and Providence Health Care Society): If the matter is not resolved to her/his satisfaction, the Licensed Practical Nurse may submit the LPN Professional Responsibility Complaints Form to her/his excluded supervisor or designate and the Senior Nurse Leader at the worksite within fourteen (14) calendar days of her/his discussion with her/his excluded supervisor or designate. The excluded supervisor or designate and the Senior Nurse Leader at the worksite shall meet with the Licensed Practical Nurse to discuss resolution of the concern. At her/his request, the employee may be accompanied by a shop steward. The Senior Nurse Leader at the worksite shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

Affiliate Employers: If the matter is not resolved to her/his satisfaction, the Licensed Practical Nurse may submit the LPN

Professional Responsibility Complaints Form to her/his excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of her/his discussion with her/his excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At her/his request, the employee may be accompanied by a shop steward. The Head of Nursing shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

### **Step Three:**

*Health Authorities (and Providence Health Care Society):* If the matter is not resolved to the Licensed Practical Nurse's satisfaction, the employee may re-submit the LPN Professional Responsibility Complaints Form to the Chief Operating Officer (or functional equivalent) or designate, a Senior Nurse Leader, and the Union. The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing shall meet with the Licensed Practical Nurse to discuss resolution of the concern. At her/his request, the employee may be accompanied by a shop steward. The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

*Affiliate Employers:* If the matter is not resolved to the employee's satisfaction, the Licensed Practical Nurse may re-submit the LPN Professional Responsibility Complaints Form to the Administrator, the Head of Nursing, and the Union. The Administrator and/or the Head of Nursing or a designate from nursing shall meet with the Licensed Practical Nurse to discuss resolution of the concern. At her/his request, the employee may be accompanied by a shop steward. The Administrator and/or Head of Nursing or a designate from nursing shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

# MEMORANDUM OF AGREEMENT

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

**Re: Shift Scheduling and Rotations for LPN's and Care Aides**

The parties agree there is value in Employers considering the preferences of LPN's and Care Aides during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction.

Accordingly, Employers shall consider the preferences of LPN's and Care Aides in the development of schedules and rotations that address employee concerns, that enhance patient/resident care, and that meet operational requirements.

# LETTER OF AGREEMENT

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

## **Re: Article 30 - Special Leave**

The parties agree to the following process with respect to Article 30:

WHEREAS Special Leave under Article 30.01 (3) continues to present significant labour relations disputes under the Facilities Subsector Collective Agreement;

WHEREAS it would be beneficial to develop a common understanding of the principles to guide the interpretation and application of Article 30.01 (3);

THEREFORE, the parties agree to the following:

1. By May 15, 2006, the Facilities Bargaining Association and HEABC will appoint two (2) representatives each to a working committee on Article 30.01 (3);
2. The working committee will develop a set of principles to guide the parties to interpret and apply Article 30.01 (3) based on a review of the decisions of arbitrators, expedited arbitrators and industry troubleshooter written recommendations, who have interpreted Article 30.01 (3); and
3. The working committee will submit the principles to their respective principals by September 30, 2006 and, if approved, will then be issued as a joint publication as soon as possible.

# MEMORANDUM OF AGREEMENT

between

Health Employers Association of British Columbia  
("HEABC")

and

Facilities Bargaining Association ("FBA")

## **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. A joint Steering Committee comprised of five (5) representatives of the Facilities Bargaining Association and five (5) representatives of HEABC shall be established within thirty (30) days of ratification of the renewal Facilities Subsector Collective Agreement. The purpose of the Steering Committee is to 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.

In the event other health sector Collective Agreements include an Early Intervention Plan Steering Committee similar or identical to the Committee described above, the Facilities Bargaining Association will make every effort to work with HEABC and the other Union Associations to develop a health sector wide Early Intervention Plan.

2. A local implementation committee comprised of no more than three (3) representatives of the Facilities Bargaining Association and an equal number of representatives from the Health Authority or Affiliate Employer will be established at each Health Authority or Affiliate Employer with the following mandate:
  - a) implement the Early Intervention Program developed by the Steering Committee by December 5, 2006;
  - 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.

In the event other health sector Collective Agreements include a local committee similar or identical to the local committee described above, the Facilities Bargaining Association will make every effort to work with the Employer and the other Union Bargaining Associations to establish a single multi-Union local committee.

3. The parties agree that the implementation of the Early Intervention Program will be effective on December 5, 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 October 1, 2006 for a hearing by November 15, 2006. Donald Munroe shall also be available to the parties, if necessary, to facilitate the resolution of parties at the local level to resolve any disputes regarding the implementation of the Early Intervention Program.

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/or Union representatives to discuss the potential for early return to work or accommodation plans;
  - participating in an agreed upon early return to work/accommodation plan if approved by the ill/injured employee's physician; and
  - cooperating with any recommended medical and rehabilitation interventions plans, if approved, by the attending 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.

All of which is agreed this 16th day of March, 2006.

Signed on behalf of the FBA:

Signed on behalf of HEABC:

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# MEMORANDUM OF AGREEMENT

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

## **Re: Workload**

WHEREAS the parties recognize the importance of promoting a work environment that is safe and productive and that provides high quality safe patient/resident care and a sustainable and affordable health system;

WHEREAS the parties recognize that there are many factors that contribute to workload;

THEREFORE the parties agree to the following:

1. For Health Authorities (and Providence Health Care Society), the Employer and the Union(s) will meet at the regional level in one joint meeting to discuss workload issues and seek appropriate resolution(s). For Affiliate Employers, the discussion will occur at the local level. The parties will meet twice per year at a mutually agreeable time for the purposes of engaging in the discussion contemplated by this Memorandum of Agreement. The parties can schedule two (2) additional meetings per year if there is mutual agreement such additional meetings are necessary. The parties will meet for the first time within one hundred and twenty (120) days of the ratification of the renewal Facilities Subsector Collective Agreement.
2. The parties agree that for the purposes of the discussion contemplated by this Memorandum of Agreement, they will have equal representation not to exceed four (4) representatives per party.
3. In order to facilitate the above discussion, the Employer shall provide to the Union(s) upon request, the following data where available within a reasonable period of time following March 31 and September 30 of each year:
  - Hours worked in the previous year;
  - The number of unfilled vacancies in the previous year;
  - Overtime hours worked by classification in the previous year;

- Sick leave hours in the previous year;
- FTEs by classification;
- The number and status of referrals under Article 37.01 (c);
- Number of full-time, part-time, and casual employees by classification; and
- Staff separation of employment by classification.

The Employer will provide the above data at a cost centre level where applicable and where possible.

4. Employers are not required to create administrative systems in order to generate the above data.
5. The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to a meeting called under this Memorandum of Agreement.

# MEMORANDUM OF AGREEMENT

between

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

**Re: Employees Laid Off Due to Contracting Out or Due to the Application of the Health Sector Partnerships Agreement Act**

The parties agree as follows:

1. Enhanced Severance Allowance:

- (a) An Enhanced Severance Allowance shall be paid to each regular employee who is terminated where the employee's services are no longer required due to contracting out or because of the application of the Health Sector Partnerships Agreement Act between April 1, 2006 and March 31, 2010. The Enhanced Severance Allowance will be based on the exact same formula and process as the Severance Fund established in the May 2, 2004 Memorandum of Agreement as outlined in the November 26, 2004 agreement letter from the FBA to HEABC. The Enhanced Severance Allowance is not payable if the employee has other Health Sector employment on the effective date of the termination of her/his employment with the Employer who has contracted out.
- (b) The balance remaining from the \$25 million Severance Fund established under the May 2, 2004 Memorandum of Agreement between HEABC, the FBA, the Government of British Columbia, and the B.C. Federation of Labour shall be carried forward to finance, in part, the Enhanced Severance Allowance referenced in paragraph 1 (a) above. Employees laid off as a direct result of contracting out or who received layoff notice during the period referenced in the May 2, 2004 Memorandum of Agreement or whose job was eliminated due to contracting out between April 1, 2004 and March 31, 2006 shall be entitled to receive a payment from the balance of the \$25 million Severance Fund in accordance with the November 26, 2004 agreement let-

ter from the FBA to HEABC. Note that employees under this provision are not entitled to the Enhanced Severance Allowance referenced under paragraph 1 (a) above.

2. Regular employees laid off as a direct result of contracting out or as a direct result of the application of the *Health Sector Partnerships Agreement Act* who have no bumping or vacancy posting option under the Facilities Subsector Collective Agreement at their current Employer shall be entitled to:

- (a) Expanded access to Step #4 of Article 16.03. Specifically, an employee who has not terminated and who applies for an unfilled regular on-going vacancy under this provision will have access across the Health Authority; or
- (b) Register for work under the **Addendum - Casual Employees** on one casual list within the Health Authority in the classification they were laid off from provided the employee is qualified to perform and capable of performing the work.

A laid off regular employee who successfully posts into a regular on-going vacancy or registers for work under the **Addendum - Casual Employees** prior to the expiry of their recall period under the process in this Memorandum of Agreement shall port her/his service and seniority to the receiving Employer and shall be eligible to apply for vacancies. A laid off regular employee who successfully posts into a regular on-going vacancy will be entitled to coverage under the Medical, Dental, and Extended Health Care Plans effective the first day of the month following employment. A laid off regular employee who registers for work under the **Addendum - Casual Employees** has the option to enrol in the health and welfare benefit plans as per Section 14 of the Addendum without having to work one hundred and eighty (180) hours. In addition, a laid off regular employee who registers for work under the **Addendum - Casual Employees** will be entitled to access the benefits set out in Section 15 of the Addendum at the Health Authority. The ability to port is not available to an employee who receives an Enhanced Severance Allowance under paragraph 1 above.

3. Regular employees who are issued displacement notice on or after April 1, 2006 and laid off as a result of contracting out or as a result of the application of the *Health Sector Partnerships Agreement Act* may apply to their Employer for reimbursement of educational or retraining costs, subject to the following conditions:

- i. Reimbursement will be provided for the costs of courses incurred at an educational institution up to a maximum of \$1,000 (pro-rated for regular part-time employees based on their full-time equivalent);
- ii. Reimbursement will be provided upon presentation of receipts submitted before the expiry of the employee's Collective Agreement recall period; and
- iii. Regular employees who are laid off and who request to be added to one casual list within the Health Authority (as per paragraph 2 (b) above) are not eligible for these funds.
4. Subject only to the variations specified in this Memorandum of Agreement, the Facilities Subsector Collective Agreement will apply and prevail.
5. This Memorandum of Agreement is effective from April 1, 2006 to March 31, 2010.

All of which is agreed this 16th day of March, 2006.

Signed on behalf of HEABC:

Signed on behalf of the FBA:

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# **MEMORANDUM OF AGREEMENT**

between

**Government of British Columbia**

and

**Health Employers Association of British Columbia**  
**("HEABC")**

and

**Facilities Bargaining Association ("FBA")**

**Re: Employees Laid Off Due to Contracting Out or Due to the Application of the Health Sector Partnerships Agreement Act**

The parties agree as follows:

1. Health Sector Employers are entitled to contract out up to seven hundred (700) full-time equivalents covered by the Facilities Subsector Collective Agreement between April 1, 2006 and March 31, 2010. Any layoffs occurring on or after April 1, 2006 as a result of a displacement notice issued prior to April 1, 2006 shall not count towards this total number of reductions. The total number of reductions excludes employees who may be laid off as a result of the application of the Health Sector Partnerships Agreement Act. The contracting out allocation will occur as follows: (a) no more than two hundred (200) full-time equivalents in fiscal 2006/2007; (b) three hundred (300) full-time equivalents in fiscal 2007/2008; (c) two hundred (200) full-time equivalents in fiscal 2008/2009; and (d) any unused allocation in any year will be carried forward to future years until fiscal 2009/2010. For example, any amount not allocated in fiscal 2006/2007 may be carried forward to fiscal 2007/2008 to be allocated in addition to the three hundred (300) full-time equivalents in fiscal 2007/2008.
2. The Government of British Columbia commits to informing the FBA as soon as reasonably possible after any new designations under the Health Sector Partnerships Agreement Act on or after April 1, 2006.
3. This Memorandum of Agreement does not form part of the Facilities Subsector Collective Agreement between HEABC and the FBA.

4. The Commercial Arbitration Act will apply to any dispute with respect to the interpretation and implementation of this Memorandum of Agreement.
5. This Memorandum of Agreement is effective from April 1, 2006 to March 31, 2010.

All of which is agreed this 16th day of March, 2006.

Signed on behalf of the Government:

\_\_\_\_\_

Signed on behalf of HEABC:

\_\_\_\_\_

Signed on behalf of the FBA:

\_\_\_\_\_

March 21, 2006

Ms. J. Darcy  
Secretary-Business Manager  
Hospital Employees' Union

Dear Ms. Darcy:

**Re: Article 19.01 (a)(iii)**

This will confirm our discussion today regarding the above-noted Article where we agreed to the following:

1. Article 19.01 (a)(iii) is intended to apply where an employer is seeking to revise the work schedule(s) of a particular department or unit.
2. Impacted regular employees must select a line in the new rotation, by seniority, where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status). However, an impacted regular employee may voluntarily select any line available to them if they choose to do so. If no line within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line, she/he shall be issued displacement notice at the end of the seven day line selection period.

Sincerely,

(Signed) Tony Collins  
Senior Vice President  
On behalf of the Health Employers Association of British Columbia

# **TRANSFER AGREEMENT**

between

**The Ministry of Health**

and

**Facilities Bargaining Association (“FBA”)**

THIS AGREEMENT made the 20th day of March 2006.

BETWEEN:

Ministry of Health (“the Ministry”)  
1515 Blanshard Street  
Victoria, B.C. V8W 3C8  
Fax: 250 952-1909

OF THE FIRST PART

AND:

Facilities Bargaining Association (“FBA”)  
c/o 5000 North Fraser Way  
Burnaby, B.C. V5J 5M3  
Fax: 604-739-1510

OF THE SECOND PART

WHEREAS:

The FBA has proposed establishment of an education allowance fund to be administered by the FBA.

The Ministry has the authority and wishes to provide a grant to the FBA for the purposes hereinafter set forth.

The FBA is eligible for the grant as determined by the Ministry.

The Province is committed to supporting continued education of Health Sector workers represented by the FBA.

NOW THEREFORE in consideration of the premises and covenants and agreements set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

## **PAYMENT OF FUNDS**

The Ministry will disburse \$5,000,000 to the FBA on the signing of this agreement.

Notwithstanding any other provision of this Agreement, in no event will the Ministry be or become obligated to the FBA pursuant to this Agreement for an amount exceeding, in the aggregate, \$5,000,000.

## **TERMS AND CONDITIONS**

Notwithstanding any other provision of this Agreement, the provision of the grant pursuant to this Agreement is for the purposes outlined below.

## **PURPOSE**

Ministry funding is provided to FBA to provide assistance to regular employees who may wish to enroll in educational programs in order to upgrade professionally and enhance their careers in the Health Sector. It is understood that reasonable administration costs may be charged to the fund.

The FBA agrees that the funding will be used for this purpose.

Upon request, the FBA will provide to the Ministry a report in the form and manner prescribed by the Ministry, showing expenditures made to date and the estimated future expenditures, from the \$5,000,000 funding provided by the Ministry.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

**SIGNED AND  
DELIVERED on**

Behalf of the Ministry  
of Health

**SIGNED AND  
DELIVERED on**

behalf of the Facilities  
Bargaining Association

Dr. Penny Ballem  
Deputy Minister  
Ministry of Health

Judy Darcy, FBA

# FACILITIES PARTY TO THE COLLECTIVE AGREEMENT

- as at March 6, 2006 -

*(Legal name, followed by common site name(s) and location(s); followed by Facilities union certification at the specific sites.)*

4 All Seasons Retirement Lodge Ltd., Ladysmith 4347 Investments Ltd.	HEU
Point Grey Private Hospital 577681 B.C. Ltd.	HEU
Lakeshore Care Centre, Coquitlam	HEU
Acacia Ty Mawr Holdings Ltd., Shawnigan Lake	HEU
Age Care Investments (B.C.) Ltd.	
Canada Way Care Centre, Burnaby	HEU
Alberni-Clayoquot Continuing Care Society	
Fir Park Village, Port Alberni	HEU
Aldergrove Lions Seniors Housing Society	
Jackman Manor, Aldergrove	HEU
Arcan Developments Ltd.	
West Vancouver Care Centre, West Vancouver	HEU
Arrowsmith Rest Home Society	
Arrowsmith Lodge, Parksville	HEU
Arthritis Society, The - La Societe D'Arthrite	HEU
Arvand Investment Corporation	
Britannia Lodge, Vancouver	BCGEU
Balfour House, Inc., Vancouver	BCGEU
Baptist Housing Care Homes Society, The	
Central Care Home, Victoria	HEU
Mt. Edwards Court Care Home, Victoria	IUOE
<u>Beacon Hill Villa Partnership</u>	
Beacon Hill Villa, Victoria	HEU
Beckley Farm Lodge Society	
Beckley Farm Lodge, Victoria	HEU
Belvedere Care Centre Inc.	
Belvedere Care Centre, Coquitlam	HEU

Bishop of Victoria	
St. Joseph's General Hospital, Comox	HEU
British Columbia Cancer Agency	HEU
Cancer Centre for the Southern Interior, Kelowna	
Fraser Valley Cancer Centre, Surrey	
Vancouver Cancer Centre, Vancouver	
Vancouver Island Cancer Centre, Victoria	
Broadway Pentecostal Care Association	
Broadway Pentecostal Lodge, Vancouver	HEU
Burquitlam Intermediate Care Society	
Burquitlam Lions Care Centre, Coquitlam	BCGEU
CIPC (Ocean View) Limited Partnership	
Ocean View Care Home, White Rock	BCGEU
CPAC (Arranglen Gardens) Inc.	
Arranglen Lodge, Qualicum Beach	HEU
CPAC (Carlton Gardens) Inc.	
Carlton Lodge, Burnaby	IUOE
CPAC (Carlton Gardens) Inc.	
Carlton Private Hospital, Burnaby	IUOE
CPAC (Malaspina Gardens) Inc.	
Malaspina Gardens, Nanaimo	HEU
Calling Foundation	
Blenheim Lodge, Vancouver	HEU
Canadian Blood Services, The/Societe Canadienne du Sang (Kelowna, Prince George, Surrey, Vancouver, Victoria)	HEU
Cartier House Care Centre Ltd.	
Cartier House, Coquitlam	HEU
Cedarhurst Private Hospital Ltd.	
Amherst Private Hospital, Vancouver	IUOE
Central Care Corporation	
Arbutus Care Centre, Vancouver	HEU
Capilano Care Centre, West Vancouver	HEU
Holyrood Manor, Maple Ridge	HEU
James Bay Lodge, Victoria	CSWU
Lakeview Care Centre, Vancouver	HEU
Sandringham Hospital, Victoria	CSWU

Cerwydden Care Ltd.	
Cerwydden Care, Duncan	BCGEU
Chantelle Management Ltd.	
Castleview Care Centre, Castlegar	HEU
Cherington Intercare Inc.	
Cherington Place, Surrey	HEU
Children's and Women's Health Centre of British Columbia <u>Branch</u>	
Aurora Centre, Vancouver	HEU
B.C. Women's Hospital and Health Centre, Vancouver	HEU
British Columbia's Children's Hospital, Vancouver	HEU, IUOE
Sunny Hill Health Centre for Children, Vancouver	HEU
City Centre Care Society	
Central City Lodge, Vancouver	HEU
Cooper Place Intermediate Care Facility, Vancouver	HEU
Columbus Long Term Care Society	
Columbus Residence, Vancouver	HEU
Craigdarroch Care Home Ltd., Victoria	BCGEU
Cumberland Regional Hospital Laundry Society	
Cumberland Laundry, Cumberland	HEU
Dania Home Society, Burnaby	HEU
Deaf Children's Society of B.C., Burnaby	HEU
Decker Management Ltd.	
Simpson Hospital, Fort Langley	HEU
<u>Dufferin Care Centre Partnership</u>	
Dufferin Care Centre, Coquitlam	PPWC
Evergreen Baptist Care Society	
Evergreen Baptist Home, White Rock	HEU
Evergreen Cottages Corp.	
Evergreen Cottages	HEU
Fair Haven United Church Homes, The	
Fair Haven United Church Homes - Burnaby	IUOE
Fair Haven United Church Homes - Vancouver	IUOE
Finnish Canadian Rest Home Association, The	
Finnish Home, Vancouver	HEU
Finnish Manor, Burnaby	HEU

Fleetwood Place Holdings Ltd.	
Fleetwood Place, Surrey	HEU
Fraser Health Authority	
Burnaby Hospital, Burnaby	HEU, IUOE
Chilliwack General Hospital, Chilliwack	HEU
Delta Hospital, Delta	HEU
Eagle Ridge Hospital and Health Care Centre, Port Moody	HEU
Fellburn Care Centre, Burnaby	HEU
Fraser Canyon Hospital, Hope	HEU
Heritage Village, Chilliwack	HEU
Langley Memorial Hospital, Langley	HEU
Matsqui-Sumas-Abbotsford General Hospital, Abbotsford	HEU
Mission Memorial Hospital, Mission	HEU
Parkholm Lodge, Chilliwack	HEU
Peace Arch Hospital, White Rock	HEU
Queen's Park Care Centre, New Westminister	HEU
Ridge Meadows Hospital and Health Care Centre, Maple Ridge	HEU
Royal Columbian Hospital, New Westminister	HEU, IUOE
<u>Support Services Facility, Langley</u>	<u>HEU</u>
Surrey Memorial Hospital, Surrey	HEU
<u>Fraser Valley Care Centre Management Ltd.</u>	
Eden Intermediate Care Centre, Chilliwack	BCGEU
Fraserview Intermediate Care Lodge Co. Ltd., Richmond	HEU
George Derby Care Society, Burnaby	
George Derby Centre, Burnaby	HEU, IUOE
German-Canadian Benevolent Society of B.C.	
German Canadian Care Home, Vancouver	HEU
Glacier View Lodge Society, Comox	HEU
Golden Ears Intermediate Care Society	
Golden Ears Retirement Centre, Maple Ridge	HEU
Governing Council of the Salvation Army in Canada, Buchanan Lodge,	
Buchanan Lodge, New Westminister	HEU

Governing Council of the Salvation Army in  
Canada, Sunset Lodge, The

Sunset Lodge, Victoria	HEU
<u>Greenwoods Eldercare Society</u>	
Greenwoods, Salt Spring Island	HEU
Haro Park Centre Society, Vancouver	HEU
Heritage Home Intermediate Care Inc.	
Heritage Home, Delta	HEU
Hilton Villa Care Centre Ltd., Surrey	HEU
Hurst Management Ltd.	
Sidney Intermediate Care Home, Sidney	BCGEU
Icelandic Care Home Hofn Society, The, Vancouver	BCGEU
Inglewood Private Hospital Ltd., West Vancouver	HEU
Interior Health Authority	
100 Mile District Hospital, 100 Mile House	HEU, IUOE
Arrow Lakes Hospital, Nakusp	HEU
Ashcroft and District General Hospital, Ashcroft	HEU
Barriere and District Health Centre, Barriere	HEU
Bastion Place, Salmon Arm	HEU
Boundary Hospital, Grand Forks	HEU
Boundary Lodge, Grand Forks	HEU
Brookhaven Care <u>Centre</u> , Kelowna	HEU
Cariboo Lodge, Williams Lake	HEU
Cariboo Memorial Hospital, Williams Lake	HEU, IUOE
Castlegar and District <u>Community Health Centre</u> , Castlegar	HEU
Columbia View Lodge, Trail	HEU
Coquihalla House/Gillis <u>House</u> , Merritt	HEU
Cottonwoods Extended Care, Kelowna	HEU
Creston Valley Hospital and Creston Mental Health Centre, Creston	HEU
David Lloyd-Jones Home, Kelowna	IUOE
Dr. F.W. Green Memorial Home, Cranbrook	HEU
Dr. Helmcken Memorial Hospital, Clearwater	HEU
East Kootenay Regional Hospital, Cranbrook	HEU
<u>Elk Valley Hospital</u> , Fernie	HEU
Elkford Health Care Centre, Elkford	HEU

Gateby Intermediate Care Facility, Vernon	BCGEU
Golden & District General Hospital, Golden	HEU
Halcyon Community Home, Nakusp	HEU
Hardy View Lodge, Grand Forks	HEU
Henry M. Durand Manor, Golden	HEU
Invermere and District Hospital	HEU
Kelly Care Centre, Summerland	HEU
Kelowna General Hospital, Kelowna	HEU
Kimberley and District Hospital, Kimberley	HEU
Kimberley Special Care Home, Kimberley	HEU
Kiro Manor, Trail	HEU
Kootenay Boundary Regional Hospital, Trail	HEU, USWA
Lillooet District Hospital, Lillooet	HEU
Logan Lake Health Centre, Logan Lake	HEU
Logan Lake Medical Clinic	HEU
Mater Misericordiae Health Care Facility, Rossland	HEU
Moberly Park Manor, Revelstoke	HEU
Mountain View Lodge, Lillooet	HEU
Nelson and Area Health Services, Nelson	HEU, <u>IUOE</u>
Nicola Valley General Hospital, Merritt	HEU
Noric House, Vernon	HEU
Overlander Extended Care Hospital, Kamloops	HEU
Parkview Place, Armstrong	HEU
Penticton Regional Hospital, Penticton	HEU, IUOE
Pleasant Valley Health Centre, Armstrong	HEU
Pleasant Valley Manor, Armstrong	HEU
Ponderosa Lodge, Kamloops	HEU
Princeton General Hospital and Ridgewood Lodge, Princeton	HEU
Queen Victoria Hospital, Revelstoke	HEU, IUOE
Royal Inland Hospital, Kamloops	HEU
Sagebrush Lodge, Osoyoos	HEU
Salmon Arm Pioneer Lodge, Salmon Arm	HEU
Shuswap Lake General Hospital, Salmon Arm	HEU
Slocan Community Hospital and Health Care Centre, New Denver	BCGEU
South Okanagan General Hospital, Oliver	HEU

South Similkameen Health Centre, Keremeos	HEU
Sparwood <u>Health Centre</u> , Sparwood	HEU
St. Bartholomew's Hospital, Lytton	HEU
Summerland <u>Health Centre</u> , Summerland	HEU
Sunnybank Centre, Oliver	HEU
Swan Valley Lodge, Creston	HEU
Three Links Manor, Kelowna	BCGEU
Trinity Centre, Penticton	HEU
Vernon Jubilee Hospital, Vernon	HEU
Jewish Home for the Aged of British Columbia	
Louis Brier Home and Hospital, Vancouver	HEU
<u>Kaigo Retirement Communities Ltd.</u>	
<u>Heritage Square</u> , Vernon	BCGEU
<u>Pioneer Square</u> , Armstrong	BCGEU
Kinsmen Retirement Centre Association, Delta	HEU
Kiwanis Intermediate Care Society of New Westminster	
Kiwanis Care Centre, New Westminster	HEU
Ladner Private Hospital Ltd., Delta	HEU
Lake Country Lodge Ltd., Lake Country	BCGEU
Langley Care Society	
Langley Lodge, Langley	BCGEU
Little Mountain Residential Care & Housing Society	
Adanac Park Lodge, Vancouver	HEU
Little Mountain Place, Vancouver	HEU
Luther Court Society, Victoria	HEU
Lutheran Senior Citizens Housing Society	
Zion Park Manor, Surrey	BCGEU
M. Kopernik (Nicolaus Copernicus) Foundation	
Kopernik Lodge, Vancouver	BCGEU
M.S.A. Manor Society, The	
Matsqui, Sumas, Abbotsford Manor Home, Abbotsford	HEU
Marie Esther Society, The	
Mount Saint Mary Hospital, Victoria	HEU
Mennonite Benevolent Society	
Menno Hospital, Abbotsford	HEU

Mennonite Intermediate Care Home Society of Richmond	
Pinegrove Place	HEU
Morgan Place Holdings Ltd.	
Morgan Place, Surrey	HEU
Nanaimo District Senior Citizens' Housing	
Development Society	
Kiwanis Village Lodge, Nanaimo	HEU
Nanaimo Travellers Lodge Society, Nanaimo	HEU
New Vista Society, The	
New Vista Care Home, Burnaby	HEU
North Shore Private Hospital (1985) Ltd.	
Lynn Valley Care Centre, North Vancouver	HEU
Northern Health Authority	
Acropolis Manor, Prince Rupert	HEU
Bulkley Lodge, Smithers	BCGEU
Bulkley Valley District Hospital, Smithers	HEU
Chetwynd General Hospital, Chetwynd	HEU
Dawson Creek and District Hospital, Dawson Creek	HEU
Dunrovin Park Lodge, Quesnel	BCGEU
Fort Nelson General Hospital, Fort Nelson	HEU
Fort St. John General Hospital, Fort St. John	HEU, IUOE
Fraser Lake Diagnostic & Treatment	
Centre, Fraser Lake	HEU
G.R. Baker Memorial Hospital, Quesnel	HEU
Hudson's Hope Health Centre, Hudson's Hope	BCGEU
Kitimat General Hospital, Kitimat	HEU, IUOE
Lakes District Hospital and Health Centre,	
Burns Lake	HEU
Mackenzie and District Hospital, MacKenzie	HEU
Masset Hospital, Masset	HEU
McBride and District Hospital, McBride	HEU
Mills Memorial Hospital, Terrace	HEU, IUOE
North Peace Care Centre, Fort St. John	BCNU
Omineca Lodge, Vanderhoof	HEU
Parkside Intermediate Care Home, Prince George	HEU
Peace River Haven, Pouce Coupe	HEU
Pouce Coupe Care Home, Pouce Coupe	HEU

Prince George Regional Hospital, Prince George	HEU
Prince Rupert Regional Hospital, Prince Rupert	HEU, IUOE
Queen Charlotte Islands General Hospital, Queen Charlotte City	HEU
Rainbow Intermediate Care Home, Prince George	HEU
Rotary Manor, Dawson Creek	HEU
St. John Hospital, Vanderhoof	HEU
Stikine Health Centre, Dease Lake	HEU
Stuart Lake General Hospital, Stuart Lake	HEU
Terraceview Lodge, Terrace	BCGEU
Tumbler Ridge Health Centre	HEU
Valemount Health Centre, Valemount	HEU
Norwegian Old People's Home Association	
Normanna Rest Home, Burnaby	HEU
Oak Bay Kiwanis Health Care Society	
Oak Bay Kiwanis Pavilion, Victoria	BCGEU
<u>Pine Grove Care Centre Ltd.</u>	
Pine Grove <u>Care Centre</u> , Kamloops	HEU
Pleasant View Housing Society 1980	
Pleasant View Care Home, Mission	HEU
Port Coquitlam Senior Citizens' Housing Society	
Hawthorne Care Centre, Port Coquitlam	BCGEU
Providence Health Care Society	
Holy Family Hospital, Vancouver	HEU
Mount Saint Joseph Hospital, Vancouver	HEU, IUOE
St. Paul's Hospital, Vancouver	HEU, IUOE
<u>St. Vincent's Hospital (Brock Fahrni Pavilion), Vancouver</u>	<u>HEU</u>
St. Vincent's Hospital (Langara), Vancouver	HEU
Vancouver Community Dialysis Unit	BCGEU
Youville Residence, Vancouver	HEU
Residences for Independent Living Society	
False Creek Residence, Vancouver	HEU
Steveston Residence, Richmond	HEU
Richmond Intermediate Care Society	
Rosewood Manor, Richmond	HEU
Royal Ascot Care Centre Ltd., Vancouver	HEU

St. Jude's Anglican Home Society, Vancouver	HEU
St. Michael's Centre Hospital Society and St. Michael's Intermediate Care Society, a joint venture carrying on business under the firm name of St. Michael's Centre, Burnaby	HEU
Shelmarie Rest Home (1994) Inc., Victoria	HEU
Simon Fraser Lodge Inc. Simon Fraser Lodge, Prince George	HEU
Societe du Foyer Maillard Foyer Maillard, Maillardville	HEU
Three Links Care Society, The Three Links Care Centre, Vancouver	HEU
<u>United Church of Canada, Bella Coola General Hospital</u> Bella Coola General Hospital, Bella Coola	HEU
<u>United Church of Canada, R.W. Large Memorial Hospital</u> R.W. Large Memorial Hospital, Waglisla	HEU
<u>United Church of Canada, Wrinch Memorial Hospital</u> Wrinch Memorial Hospital, Hazelton	HEU
Vancouver Coastal Health Authority Cedarview Lodge, North Vancouver	HEU
Dogwood Lodge (Vancouver)	HEU
Kiwanis Care Centre, North Vancouver	HEU
Kiwanis Village Care Home, Gibsons	HEU
Lions Gate Hospital, North Vancouver	HEU, IUOE
Olive Devaud Residence, Powell River	HEU
Pemberton Health Centre, Pemberton	HEU
Powell River General Hospital, Powell River	HEU
Richmond Lions Manor, Richmond	HEU
Shorncliffe, Sechelt	HEU
Squamish General Hospital, Squamish	HEU
St. Mary's Hospital [Sechelt], Sechelt	HEU
The Richmond Hospital, Richmond	HEU, IUOE
Tilbury Laundry, Delta	HEU
Vancouver Hospital & Health Sciences Centre - 12th & Oak Pavilions, Vancouver	HEU, IUOE
Vancouver Hospital & Health Sciences Centre - G.F. Strong Rehabilitation Centre, Vancouver	HEU

Vancouver Hospital & Health Sciences Centre - George Pearson Centre, Vancouver	BCGEU
Vancouver Hospital & Health Sciences Centre - UBC Pavilions, Vancouver	HEU
Vancouver Island Health Authority	
Aberdeen Hospital, Victoria	HEU
Campbell River and District General Hospital, Campbell River	HEU
Chemainus Health Care Centre, Chemainus	HEU
Cormorant Island Community Health Centre, Alert Bay	HEU
Cowichan District Hospital, Duncan	HEU
Cowichan Lodge, Duncan	HEU
Cumberland Health Centre, Cumberland	HEU
Eagle Park Health Care Facility, Qualicum	HEU
Glengarry Hospital, Victoria	HEU
Gold River Health Clinic, Gold River	HEU
Gorge Road Hospital, Victoria	HEU
Lady Minto Gulf Islands Hospital, Salt Spring Island	HEU
Ladysmith and District General Hospital, Ladysmith	HEU
Mount Tolmie Hospital, Victoria	HEU
Mount Waddington Alcohol & Drug/Mental Health Programs), Port McNeill	HEU
Nanaimo Regional General Hospital, Nanaimo	HEU, IUOE
Port Alice Hospital, Port Alice	HEU
Port Hardy Hospital, Port Hardy	HEU
Port McNeill Hospital, Port McNeill	HEU
Priory Hospital, Victoria	HEU
Queen Alexandra Centre, Victoria	HEU
Royal Jubilee Hospital, Victoria	HEU, IBEW, IBPAT, UAJAPP, UBCJA
Saanich Peninsula Hospital, Saanichton	HEU
Tahsis Hospital, Tahsis	HEU
Tofino General Hospital, Tofino	HEU
Trillium Lodge, Parksville	HEU
Victoria General Hospital, Victoria	HEU
West Coast General Hospital, Port Alberni	HEU, IUOE

Yucalta Lodge, Campbell River	HEU
Vancouver Island Housing Association for the Physically Disabled	
(1976) "VIHAP"	CSWU
Victoria Chinatown Care Society	
Victoria Chinatown Care Centre	HEU
Villa Cathay Care Home Society, Vancouver	HEU
Westbank First Nation Development Co. Ltd.	
Pine Acres Home, Westbank	BCGEU
Westcoast Native Health Care Society, The	
Tsawaayuus - Rainbow Gardens, Port Alberni	HEU
Whalley & District Senior Citizens' Housing Society	
Kinsmen Place Lodge, Surrey	BCGEU
Willingdon Park Hospital Ltd., Burnaby	HEU
Windermere Care Centre Inc., Vancouver	HEU
Windsor Manor Care Centre Ltd.,	
Windsor Manor Care Centre, Kelowna	BCGEU
Yaletown House Society, Vancouver	HEU

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
<b>Clerical</b>		
Admin Assistant	R21F	35
Admin Secretary	R7	15
Clerk, Housekeeping	R7B	14
Clerk, Laboratory	R7B	14
Clerk I	R1	7
Clerk I, Coding	R1	7
Clerk I, Messenger	R1	7
Clerk II, Bus Office	R4	8
Clerk II, Food Serv	R4	8
Clerk II, Information	R4	8
Clerk II, Med Records	R4	8
Clerk II, Recep/Steno	R4	8
Clerk II, Timekeeping	R4	8
Clerk III, Accounts Receivable/Payable	R5	11
Clerk III, Admitting	R5	11
Clerk III, Cashier	R5	11
Clerk III, Invoice	R5	11
Clerk III, Med Records	R5	11
Clerk III, Payroll	R5	11
Clerk III, Postal	R5	11
Clerk III, Recep/Steno	R5	11
Clerk IV, Accts Payable	R9	16
Clerk IV, Accts Rec	R9	16
Clerk IV, Admitting	R9	16
Clerk IV, Bed Booking	R9	16
Clerk IV, Head Cashier	R9	16
Clerk IV, Nursing Staffing	R9	16
Clerk IV, Outpatient Supervisor	R9	16
Clerk IV, OR Booking	R9	16
Clerk IV, Payroll	R9	16
Clerk IV, Purchasing	R9	16
Clerk IV, (Sponsorship Clerk)	R9	16

# Wage Schedules • Schedule A – Benchmarks

Rate Code    Grid Code

Class Title	2005	2006
Clerk IV, (Statistics)	R9	16
Clerk V, Accounting	R14	21
Clerk V, Accts Payable	R14	21
Clerk V, Admitting	R14	21
Clerk V, Autopsy Arrangements	R14	21
Clerk V, Bed Booking	R14	21
Clerk V, Clerical Supervisor	R14	21
Clerk V, Nursing Staffing	R14	21
Clerk V, OR Booking	R14	21
Clerk V, Patient Billing	R14	21
Clerk V, Patient Relations	R14	21
Clerk V, Purchasing	R14	21
Clerk V, Supervisor	R14	21
Clerk VI, Accounting	R19	24
Clerk VI, Accts Payable	R19	24
Clerk VI, Admitting	R19	24
Clerk VI, Bed Booking	R19	24
Clerk VI, Clerical Supervisor	R19	24
Clerk VI, Nursing Staffing	R19	24
Clerk VI, OR Booking	R19	24
Clerk VI, Patient Billing	R19	24
Clerk VI, Purchasing	R19	24
Computer Operator II	R13A	SC13
Computer Operator III	R18A	SC18
Computer Operator IV	R23A	SC23
Data Ent/Key Op I	R2	10
Data Ent/Key Op II	R7	15
Data Proc Supervisor	R19C	19
Inventory Analyst	R19E	21
Fire and Safety Officer	R20A	23
Lead Data Entry/Key punch Operator III	R8	18
Medical Steno I	R9A	18
Med Steno Supervisor I	R9A	18

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
Med Steno Supervisor II	R14D	24
Med Steno Supervisor III	R19F	29
Nursing Secretary	R7	15
Nursing Unit Assistant	R9	SB16
Nursing Staffing Coord	R21G	28
Payroll Supervisor I	R14	21
Payroll Supervisor II	R19G	24
Payroll Supervisor III	Grid 26	26
Personnel Secretary	R5A	13
Printer I	R10	12
Printer II	R15	16
Printer III	R18	18
Secretary	R14A	24
Switchboard Operator	R5B	17
Switchboard Superv I	R7A	20
Switchboard Superv II	R14B	29
Switchboard Superv III	R19D	34
Supervisor, Admitting	R21	33
Supervisor, Bed Booking	R21	33
Supervisor, OR Booking	R21	33
<b>Food Services</b>		
Cook I	Cook1	17
Cook II	Cook2	18
Cook III	Cook3	19
Cook III (Baker I)	Cook3	19
Cook IV	Cook4	21
Cook IV (Baker II)	Cook4	21
Cook V	Cook5	22
Cook V (Baker III)	Cook5	22
Cook VI	Cook6	26
Cook VII	Cook7	31
Food Service Super. I	FSS1	29

**Wage Schedules • Schedule A – Benchmarks****Rate Code    Grid Code**

<b>Class Title</b>	<b>2005</b>	<b>2006</b>
Food Service Super. II	FSS2	32
Food Service Super. III	FSS3	36
Food Service Super. IV	FSS4	42
Food Service Worker I	FSW1	7
Food Service Worker II (Cashier)	FSW2	8
Food Service Worker II (Checker)	FSW2	8
Food Service Worker II (Cook's Helper)	FSW2	8
Food Service Worker II (Nourishment Aide)	FSW2	8
Food Service Worker II (Pot Washer)	FSW2	8
Food Service Worker II (Supervisor)	FSW2	8
Food Service Worker III	FSW3	9
<b>Housekeeping</b>		
Building Security Officer	CA1	12
Cleaner	BMW2	10
Custodial Attendant	CA1	12
Housekeeping Aide	BMW1	10
Housekeeping Supervisor I	BSW2	17
Housekeeping Supervisor 2	BSW3	19
Housekeeping Supervisor 3	BSW4	22
Housekeeping Supervisor 4	HSKPR	25
<b>Laundry</b>		
Laundry Worker I	LW1	9
Laundry Worker II	LW2	12
Laundry Worker III	LW3	14
Laundry Worker IV	LW4	16
Laundry Worker V (Charge)	LW5	19
Laundry Worker VI (Charge)	LW6	27
Sewing Machine Operator I	LW2	12
Sewing Machine Operator II	LW3	14
<b>Maintenance</b>		
Electronic Technician I	MW6	30

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
Electronic Technician II	MW7	34
Groundskeeper 1	GK1	9
Groundskeeper 2	GK2	13
Groundskeeper 3	GK3	16
Groundskeeper 4	GK4	20
Groundskeeper 5	GK5	23
Maintenance Superv I	MS1	28
Maintenance Superv II	MS2	MA32
Maintenance Superv III	MS3	MA37
Maintenance Superv IV	MS4	MA42
Maintenance Worker I	MW1	9
Maintenance Worker II	MW2	13
Maintenance Worker III	MW3	16
Maintenance Worker IV (Charge)	MW4	20
Maintenance Worker IV (Plant System Repairs)	MW4	20
Maintenance Worker V	MW5	23
Radiographic Processor Maintainer	MW4	20
Boiler Operator	SEB	MA17
Boiler Operator, Supervising	SEBA	MA20
Power Engineer 4	SE4	MA21
Power Engineer 4, Supervising	SE4A	MA23
Power Engineer 4, Chief	SE4B	MA27
Power Engineer 3	SE3	MA29
Power Engineer 3, Supervising	SE3A	MA31
Power Engineer 3, Chief	SE3B	MA37
Power Engineer 2	SE2	MB35
Power Engineer 2, Supervising	SE2A	MB37
Power Engineer 2, Chief	SE2B	MB42
<b>Patient Care &amp; Patient Care Technical</b>		
Activity Worker I	PC3A	20
Activity Worker II	PC9	22

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
Activity Worker III	PC13	25
Activity Worker IV	PC16	28
Cardiac Ultrasound Tech	PC17B	26
Coord of Volunteers I	R11A	18
Coord of Volunteers II	R16	22
Dental Assistant	PC5	17
Dental Asst (Certified)	PC11A	21
ECG Assistant	PC3C	13
EEG Assistant	PC10A	18
Lab Assistant I	PC3D	SB15
Lab Assistant II	PC3D	SB15
Lab Assistant III	PC7A	SB15
Lab Assistant II(A)	PC8B	SB18
Lab Assistant IV	PC11A	SB21
Licensed Practical Nurse	PC8	SA26
Nursing Assistant I	PC3	22
Nursing Assistant I (Therapy Aide)	PC3B	16
Nursing Assistant I (CPR Equipment Attend)	PC3B	16
Nursing Assistant I (Sterile Supply)	PC3B	16
Nursing Assistant II (Anaesthetic Aide)	PC5	17
Nursing Assistant II (Respiratory)	PC8A	19
Nursing Assistant II (Sterile Supply)	PC8A	19
Nursing Assistant II (Rehabilitation Assistant)	PC9A	18
Nursing Assistant III (Sterile Supply)	PC11C	22
Nursing Assistant III (Supervisor)	PC11	SA29
Nursing Assistant IV (Sterile Supply)	PC14	25
Nursing Assistant (Orthopaedic Tech)	PC15	SA23
Operating Room - Licensed Practical Nurse	PC11	SA29
Ophthalmic Tech I	PC15	23
Ophthalmic Tech II	PC18A	26

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
Ophthalmic Tech III	PC19	29
Pathology Attendant I	PC15	23
Pathology Attendant II (Supervisor)	PC19	29
Pathology Attendant II (Tissue Bank)	PC19	29
Pathology Attendant III	PC21	33
Perfusionist Assistant	PC18C	25
Pharmacy Technician I	PC11B	SB18
Pharmacy Technician I (A)	PC12	SB20
Pharmacy Technician II	PC15	SB23
Pharmacy Technician II (A)	PC15A	SB25
Physiological Laboratory Technologist I	PC17A	26
Physiological Laboratory Technologist II	PC19	29
Porter/Patient (No Benchmark)	PC7	16
Renal Dialysis Tech I	PC15	23
Renal Dialysis Tech II	PC18A	26
Renal Dialysis Tech III	PC21	33
Social Serv Assistant I	PC10	21
Social Serv Assistant II	PC18	30
Social Serv Assistant III	PC19A	32
X-Ray Assistant I	PC3B	16
X-Ray Assistant II	PC5	17
<b>Stores</b>		
Stores Attendant I	SM1	4
Stores Attendant II	SM2	10
Stores Attendant III	SM3	12
Stores Attendant III (Receiver)	SM3	12
Stores Attendant IV	SM4	14
Stores Attendant IV (Receiver)	SM4	14
Stores Attendant V	SM5	17
<b>Technical</b>		
Accountant I	R21E	31
Accountant II	R24	36

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
Accounting Supervisor	R21E	31
Buyer	R21C	SB27
Buyer Supervisor	R25	SB34
Med Records Technician	R11	18
Computer Technical Support I	R23A	MB23
Computer Technical Support II	R27A	MB32
Prog/Sys Analyst I	R19S	MB21
Prog/Sys Analyst II	R21S	MB25
Prog/Sys Analyst III	R26S	MB34
Prog/Sys Analyst IV	R29S	MB43
<b>Trades</b>		
Air Condition Mechanic	TD7	MA31
Carpenter	TD3	MA27
Electrician	TD6	MA31
Fitter	TD5	MA29
Fitter/Gas Fitter B (Cross Connection)	TD5	MA29
Head Air Condition Mechanic	TD7+5%	MA35
Head Carpenter	TD3+5%	MA30
Head Electrician	TD6+5%	MA35
Head Fitter	TD5+5%	MA33
Head Laundry Mechanic	TD2+5%	MA28
Head Machinist	TD5+5%	MA33
Head Painter	TD1+5%	MA27
Head Plumber	TD5+5%	MA33
Head Plasterer	TD4+5%	MA30
Head Refrigeration Mechanic	TD5+5%	MA33
Head Welder	TD5+5%	MA33
Laundry Mechanic	TD2	MA25
Machinist	TD5	MA29
Painter	TD1	MA23
Plasterer	TD4	MA27
Plumber	TD5	MA29

# Wage Schedules • Schedule A – Benchmarks

	Rate Code	Grid Code
Class Title	2005	2006
Plumber/Gas Fitter B (Cross Connection)	TD5	MA29
Refrigeration Mechanic	TD5	MA29
Welder	TD5	MA29
<b>Transportation</b>		
Transport. Attendant I	T1	10
Transport. Attendant II	T2	11
Transport. Attendant III	T3	14
Transport. Attendant IV	T4	15
Transportation Attendant (Charge)	T7	17
<b>Miscellaneous</b>		
Construction Coordinator	M6	28
Elevator Operator	M1	9
Engineering Technician I	M7A	27
Engineering Technician II	M9	36
Media Services Tech. I	M2	10
Media Services Tech. II	M4	15
Media Services Tech. III	M5	23
Media Services Tech. IV	M7A	27
Media Services Tech. V	M7B	31
Technical Assistant I	M2	10
Technical Assistant II	M4	15
Technical Assistant II (A)	M4	15
Technical Assistant III	M4A	20
Technical Assistant IV	M5	23

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2006**  
**1.5% General Wage Increase**  
**- Includes Pay Equity Adjustments –**

Grid	Monthly	Hourly
1	2239	13.78
2	2291	14.10
3	2344	14.42
4	2394	14.73
5	2445	15.05
6	2500	15.38
7	2551	15.70
8	2603	16.02
9	2655	16.34
10	2709	16.67
11	2762	17.00
12	2813	17.31
13	2864	17.62
14	2917	17.95
15	2969	18.27
16	3021	18.59
17	3075	18.92
18	3125	19.23
19	3179	19.56
20	3232	19.89
21	3284	20.21
22	3337	20.54
23	3388	20.85
24	3441	21.18
25	3492	21.49
26	3546	21.82
27	3597	22.14
28	3650	22.46
29	3701	22.78
30	3754	23.10
31	3806	23.42
32	3859	23.75
33	3913	24.08
34	3964	24.39
35	4017	24.72
36	4069	25.04
37	4123	25.37
38	4173	25.68

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2006**  
**1.5% General Wage Increase**  
**- Includes Pay Equity Adjustments -**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
39	4224	25.99
40	4277	26.32
41	4331	26.65
42	4382	26.97
43	4434	27.29
44	4487	27.61
45	4540	27.94
46	4594	28.27
47	4644	28.58
48	4696	28.90
49	4748	29.22
50	4802	29.55
51	4853	29.86
52	4905	30.18
53	4957	30.50
54	5010	30.83
55	5062	31.15

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2007**  
**2.0% General Wage Increase**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
1	2284	14.06
2	2337	14.38
3	2391	14.71
4	2442	15.03
5	2494	15.35
6	2550	15.69
7	2602	16.01
8	2655	16.34
9	2708	16.66
10	2763	17.00
11	2817	17.34
12	2869	17.66
13	2921	17.98
14	2975	18.31
15	3028	18.63
16	3081	18.96
17	3137	19.30
18	3188	19.62
19	3243	19.96
20	3297	20.29
21	3350	20.62
22	3404	20.95
23	3456	21.27
24	3510	21.60
25	3562	21.92
26	3617	22.26
27	3669	22.58
28	3723	22.91
29	3775	23.23
30	3829	23.56
31	3882	23.89
32	3936	24.22
33	3991	24.56
34	4043	24.88
35	4097	25.21
36	4150	25.54
37	4205	25.88
38	4256	26.19

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2007**  
**2.0% General Wage Increase**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
39	4308	26.51
40	4363	26.85
41	4418	27.19
42	4470	27.51
43	4523	27.83
44	4577	28.17
45	4631	28.50
46	4686	28.84
47	4737	29.15
48	4790	29.48
49	4843	29.80
50	4898	30.14
51	4950	30.46
52	5003	30.79
53	5056	31.11
54	5110	31.45
55	5163	31.77

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2008**  
**2.0% General Wage Increase**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
1	2330	14.34
2	2384	14.67
3	2439	15.01
4	2491	15.33
5	2544	15.66
6	2601	16.01
7	2654	16.33
8	2708	16.66
9	2762	17.00
10	2818	17.34
11	2873	17.68
12	2926	18.01
13	2979	18.33
14	3035	18.68
15	3089	19.01
16	3143	19.34
17	3200	19.69
18	3252	20.01
19	3308	20.36
20	3363	20.70
21	3417	21.03
22	3472	21.37
23	3525	21.69
24	3580	22.03
25	3633	22.36
26	3689	22.70
27	3742	23.03
28	3797	23.37
29	3851	23.70
30	3906	24.04
31	3960	24.37
32	4015	24.71
33	4071	25.05
34	4124	25.38
35	4179	25.72
36	4233	26.05
37	4289	26.39
38	4341	26.71

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2008**  
**2.0% General Wage Increase**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
39	4394	27.04
40	4450	27.38
41	4506	27.73
42	4559	28.06
43	4613	28.39
44	4669	28.73
45	4724	29.07
46	4780	29.42
47	4832	29.74
48	4886	30.07
49	4940	30.40
50	4996	30.74
51	5049	31.07
52	5103	31.40
53	5157	31.74
54	5212	32.07
55	5266	32.41

**Wage Schedules • Schedule B – Rate Levels**  
**Eff. 1<sup>st</sup> Pay Period After April 1, 2009**  
**2.7% General Wage Increase**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
1	2393	14.73
2	2448	15.06
3	2505	15.42
4	2558	15.74
5	2613	16.08
6	2671	16.44
7	2726	16.78
8	2781	17.11
9	2837	17.46
10	2894	17.81
11	2951	18.16
12	3005	18.49
13	3059	18.82
14	3117	19.18
15	3172	19.52
16	3228	19.86
17	3286	20.22
18	3340	20.55
19	3397	20.90
20	3454	21.26
21	3509	21.59
22	3566	21.94
23	3620	22.28
24	3677	22.63
25	3731	22.96
26	3789	23.32
27	3843	23.65
28	3900	24.00
29	3955	24.34
30	4011	24.68
31	4067	25.03
32	4123	25.37
33	4181	25.73
34	4235	26.06
35	4292	26.41
36	4347	26.75
37	4405	27.11
38	4458	27.43

**Wage Schedules • Schedule B – Rate Levels**  
**Eff. 1<sup>st</sup> Pay Period After April 1, 2009**  
**2.7% General Wage Increase**

<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
39	4513	27.77
40	4570	28.12
41	4628	28.48
42	4682	28.81
43	4738	29.16
44	4795	29.51
45	4852	29.86
46	4909	30.21
47	4962	30.54
48	5018	30.88
49	5073	31.22
50	5131	31.58
51	5185	31.91
52	5241	32.25
53	5296	32.59
54	5353	32.94
55	5408	33.28

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2006**

**- Market Adjustment Schedule -**

**This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst,  
Computer Technical Support, Trades, Power Engineers and Maintenance  
Supervisor II, III and IV Benchmarks**

<b>GWI Market Adjustment</b>		<b>Market/GWI</b>	<b>Market/GWI</b>
		<b>1.5% 650.00</b>	<b>1.5%</b>
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Air Conditioning Mechanic	MA31	4456	27.42
Carpenter	MA27	4247	26.14
Electrician	MA31	4456	27.42
Fitter	MA29	4351	26.78
Fitter/Gas Fitter B (Cross Connection)	MA29	4351	26.78
Head Air Conditioning Mechanic	MA35	4667	28.72
Head Carpenter	MA30	4404	27.10
Head Electrician	MA35	4667	28.72
Head Fitter	MA33	4563	28.08
Head Laundry Mechanic	MA28	4300	26.46
Head Machinist	MA33	4563	28.08
Head Painter	MA27	4247	26.14
Head Plasterer	MA30	4404	27.10
Head Plumber	MA33	4563	28.08
Head Refrigeration Mechanic	MA33	4563	28.08
Head Welder	MA33	4563	28.08
Laundry Mechanic	MA25	4142	25.49
Machinist	MA29	4351	26.78
Painter	MA23	4038	24.85
Plasterer	MA27	4247	26.14
Plumber	MA29	4351	26.78
Plumber/Gas Fitter B (Cross Connection)	MA29	4351	26.78
Refrigeration Mechanic	MA29	4351	26.78
Welder	MA29	4351	26.78
Boiler Operator	MA17	3725	22.92
Chief Power Engineer 2	MB42	5044	31.04
Chief Power Engineer 3	MA37	4773	29.37
Chief Power Engineer 4	MA27	4247	26.14
Power Engineer 2	MB35	4667	28.72
Power Engineer 3	MA29	4351	26.78
Power Engineer 4	MA21	3934	24.21

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2006**

**- Market Adjustment Schedule -**

		<b>Market/GWI</b>	<b>Market/GWI</b>
<b>GWI</b>		<b>1.5%</b>	<b>1.5%</b>
<b>Market Adjustment</b>		<b>650.00</b>	
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Supervising Boiler Operator	MA20	3882	23.89
Supervising Power Engineer 2	MB37	4781	29.42
Supervising Power Engineer 3	MA31	4456	27.42
Supervising Power Engineer 4	MA23	4038	24.85
Maintenance Supervisor II *	MA32	4509	27.75
Maintenance Supervisor III *	MA37	4773	29.37
Maintenance Supervisor IV *	MA42	5032	30.97
Computer Technical Support I	MB23	4303	26.48
Computer Technical Support II	MB32	4803	29.56
Programmer/Systems Analyst I	MB21	4125	25.38
Programmer/Systems Analyst II	MB25	4571	28.13
Programmer/Systems Analyst III	MB34	5146	31.67
Programmer/Systems Analyst IV	MB43	5633	34.66

- \* **RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold:  
 1) Trades Qualifications; and 2) supervise Trades and/or Power Engineers.

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2007**

**- Market Adjustment Schedule -**

**This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst,  
Computer Technical Support, Trades, Power Engineers and Maintenance  
Supervisor II, III and IV Benchmarks**

GW Market Adjustment		Market/GWI	Market/GWI
		2.0% 81.25	2.0%
Benchmark Classification	Grid	Monthly	Hourly
Air Conditioning Mechanic	MA31	4626	28.47
Carpenter	MA27	4413	27.16
Electrician	MA31	4626	28.47
Fitter	MA29	4519	27.81
Fitter/Gas Fitter B (Cross Connection)	MA29	4519	27.81
Head Air Conditioning Mechanic	MA35	4842	29.80
Head Carpenter	MA30	4573	28.14
Head Electrician	MA35	4842	29.80
Head Fitter	MA33	4736	29.14
Head Laundry Mechanic	MA28	4467	27.49
Head Machinist	MA33	4736	29.14
Head Painter	MA27	4413	27.16
Head Plasterer	MA30	4573	28.14
Head Plumber	MA33	4736	29.14
Head Refrigeration Mechanic	MA33	4736	29.14
Head Welder	MA33	4736	29.14
Laundry Mechanic	MA25	4306	26.50
Machinist	MA29	4519	27.81
Painter	MA23	4200	25.85
Plasterer	MA27	4413	27.16
Plumber	MA29	4519	27.81
Plumber/Gas Fitter B (Cross Connection)	MA29	4519	27.81
Refrigeration Mechanic	MA29	4519	27.81
Welder	MA29	4519	27.81
Boiler Operator	MA17	3881	23.88
Chief Power Engineer 2	MB42	5226	32.16
Chief Power Engineer 3	MA37	4950	30.46
Chief Power Engineer 4	MA27	4413	27.16
Power Engineer 2	MB35	4842	29.80
Power Engineer 3	MA29	4519	27.81
Power Engineer 4	MA21	4094	25.19

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2007**

**- Market Adjustment Schedule -**

		<b>Market/GWI</b>	<b>Market/GWI</b>
<b>GW</b>		<b>2.0%</b>	<b>2.0%</b>
<b>Market Adjustment</b>		<b>81.25</b>	
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Supervising Boiler Operator	MA20	4041	24.87
Supervising Power Engineer 2	MB37	4958	30.51
Supervising Power Engineer 3	MA31	4626	28.47
Supervising Power Engineer 4	MA23	4200	25.85
Maintenance Supervisor II *	MA32	4680	28.80
Maintenance Supervisor III *	MA37	4950	30.46
Maintenance Supervisor IV *	MA42	5214	32.09
Computer Technical Support I	MB23	4470	27.51
Computer Technical Support II	MB32	4980	30.65
Programmer/Systems Analyst I	MB21	4289	26.39
Programmer/Systems Analyst II	MB25	4744	29.19
Programmer/Systems Analyst III	MB34	5330	32.80
Programmer/Systems Analyst IV	MB43	5827	35.86

- \* **RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold:  
 1) Trades Qualifications; and 2) supervise Trades and/or Power Engineers.

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2008**

**- Market Adjustment Schedule -**

**This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst,  
Computer Technical Support, Trades, Power Engineers and Maintenance  
Supervisor II, III and IV Benchmarks**

GW Market Adjustment		Market/GWI	Market/GWI
		2.0%	2.0%
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Air Conditioning Mechanic	MA31	4719	29.04
Carpenter	MA27	4501	27.70
Electrician	MA31	4719	29.04
Fitter	MA29	4609	28.36
Fitter/Gas Fitter B (Cross Connection)	MA29	4609	28.36
Head Air Conditioning Mechanic	MA35	4939	30.39
Head Carpenter	MA30	4664	28.70
Head Electrician	MA35	4939	30.39
Head Fitter	MA33	4831	29.73
Head Laundry Mechanic	MA28	4556	28.04
Head Machinist	MA33	4831	29.73
Head Painter	MA27	4501	27.70
Head Plasterer	MA30	4664	28.70
Head Plumber	MA33	4831	29.73
Head Refrigeration Mechanic	MA33	4831	29.73
Head Welder	MA33	4831	29.73
Laundry Mechanic	MA25	4392	27.03
Machinist	MA29	4609	28.36
Painter	MA23	4284	26.36
Plasterer	MA27	4501	27.70
Plumber	MA29	4609	28.36
Plumber/Gas Fitter B (Cross Connection)	MA29	4609	28.36
Refrigeration Mechanic	MA29	4609	28.36
Welder	MA29	4609	28.36
Boiler Operator	MA17	3959	24.36
Chief Power Engineer 2	MB42	5331	32.81
Chief Power Engineer 3	MA37	5049	31.07
Chief Power Engineer 4	MA27	4501	27.70
Power Engineer 2	MB35	4939	30.39
Power Engineer 3	MA29	4609	28.36
Power Engineer 4	MA21	4176	25.70

**Wage Schedules • Schedule B – Rate Levels**  
**April 1, 2008**  
**- Market Adjustment Schedule-**

		<b>Market/GWI</b>	<b>Market/GWI</b>
<b>GW</b>		<b>2.0%</b>	<b>2.0%</b>
<b>Market Adjustment</b>			
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Supervising Boiler Operator	MA20	4122	25.37
Supervising Power Engineer 2	MB37	5057	31.12
Supervising Power Engineer 3	MA31	4719	29.04
Supervising Power Engineer 4	MA23	4284	26.36
Maintenance Supervisor II *	MA32	4774	29.38
Maintenance Supervisor III *	MA37	5049	31.07
Maintenance Supervisor IV *	MA42	5318	32.73
Computer Technical Support I	MB23	4559	28.06
Computer Technical Support II	MB32	5080	31.26
Programmer/Systems Analyst I	MB21	4375	26.92
Programmer/Systems Analyst II	MB25	4839	29.78
Programmer/Systems Analyst III	MB34	5437	33.46
Programmer/Systems Analyst IV	MB43	5944	36.58

- \* **RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold:  
1) Trades Qualifications; and 2) supervise Trades and/or Power Engineers.

**Wage Schedules • Schedule B – Rate Levels**  
**Eff. 1<sup>st</sup> Pay Period After April 1, 2009**  
**- Market Adjustment Schedule -**

**This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst,  
Computer Technical Support, Trades, Power Engineers and Maintenance  
Supervisor II, III and IV Benchmarks**

<b>GWJ Market Adjustment</b>		<b>Market/GWJ</b>	<b>Market/GWJ</b>
		<b>2.7%</b>	<b>2.7%</b>
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Air Conditioning Mechanic	MA31	4846	29.82
Carpenter	MA27	4623	28.45
Electrician	MA31	4846	29.82
Fitter	MA29	4733	29.13
Fitter/Gas Fitter B (Cross Connection)	MA29	4733	29.13
Head Air Conditioning Mechanic	MA35	5072	31.21
Head Carpenter	MA30	4790	29.48
Head Electrician	MA35	5072	31.21
Head Fitter	MA33	4961	30.53
Head Laundry Mechanic	MA28	4679	28.79
Head Machinist	MA33	4961	30.53
Head Painter	MA27	4623	28.45
Head Plasterer	MA30	4790	29.48
Head Plumber	MA33	4961	30.53
Head Refrigeration Mechanic	MA33	4961	30.53
Head Welder	MA33	4961	30.53
Laundry Mechanic	MA25	4511	27.76
Machinist	MA29	4733	29.13
Painter	MA23	4400	27.08
Plasterer	MA27	4623	28.45
Plumber	MA29	4733	29.13
Plumber/Gas Fitter B (Cross Connection)	MA29	4733	29.13
Refrigeration Mechanic	MA29	4733	29.13
Welder	MA29	4733	29.13
Boiler Operator	MA17	4066	25.02
Chief Power Engineer 2	MB42	5475	33.69
Chief Power Engineer 3	MA37	5185	31.91
Chief Power Engineer 4	MA27	4623	28.45
Power Engineer 2	MB35	5072	31.21
Power Engineer 3	MA29	4733	29.13
Power Engineer 4	MA21	4289	26.39

**Wage Schedules • Schedule B – Rate Levels**  
**Eff. 1<sup>st</sup> Pay Period After April 1, 2009**  
**- Market Adjustment Schedule -**

		<b>Market/GWI</b>	<b>Market/GWI</b>
<b>GWl</b>		<b>2.7%</b>	<b>2.7%</b>
<b>Market Adjustment</b>			
<b>Benchmark Classification</b>	<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
Supervising Boiler Operator	MA20	4233	26.05
Supervising Power Engineer 2	MB37	5194	31.96
Supervising Power Engineer 3	MA31	4846	29.82
Supervising Power Engineer 4	MA23	4400	27.08
Maintenance Supervisor II *	MA32	4903	30.17
Maintenance Supervisor III *	MA37	5185	31.91
Maintenance Supervisor IV *	MA42	5462	33.61
Computer Technical Support I	MB23	4682	28.81
Computer Technical Support II	MB32	5217	32.10
Programmer/Systems Analyst I	MB21	4493	27.65
Programmer/Systems Analyst II	MB25	4970	30.58
Programmer/Systems Analyst III	MB34	5584	34.36
Programmer/Systems Analyst IV	MB43	6104	37.56

- \* **RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold:  
 1) Trades Qualifications; and 2) supervise Trades and/or Power Engineers.

# Wage Schedules • Schedule B – Rate Levels

April 1, 2006

## - Special Adjustment Schedules -

### WAGE SCHEDULE A

This schedule ONLY applies to Licensed Practical Nurses, Operating Room - Licensed Practical Nurses, Nursing Assistant (Orthopaedic Technician) and Nursing Assistant III (Supervisor)

GWI Special		Special/GWI	Special/GWI
		1.5%	1.5%
Benchmark Classification	Grid	Monthly	Hourly
Nursing Assistant (Orthopaedic Technician)	SA23	3439	21.16
Licensed Practical Nurse	SA26	3600	22.15
Nursing Assistant III (Supervisor)	SA29	3756	23.11
Operating Room - Licensed Practical Nurse	SA29	3756	23.11

### WAGE SCHEDULE B

This schedule ONLY applies to Nursing Unit Assistants, Buyers and Buyer Supervisor, Pharmacy Technicians and Laboratory Assistants

GWI Special		Special/GWI	Special/GWI
		1.5%	1.5%
Benchmark Classification	Grid	Monthly	Hourly
Buyer	SB27	3597	22.14
Buyer Supervisor	SB34	3964	24.39
Lab Assistant I	SB15	2969	18.27
Lab Assistant II	SB15	2969	18.27
Lab Assistant II(A)	SB18	3125	19.23
Lab Assistant III	SB15	2969	18.27
Lab Assistant IV	SB21	3284	20.21
Nursing Unit Assistants	SB16	3021	18.59
Pharmacy Technician I	SB18	3125	19.23
Pharmacy Technician I(A)	SB20	3232	19.89
Pharmacy Technician II	SB23	3388	20.85
Pharmacy Technician II(A)	SB25	3492	21.49

### WAGE SCHEDULE C

This schedule ONLY applies to Computer Operators

GWI		GWI	GWI
		1.5%	1.5%
Benchmark Classification	Grid	Monthly	Hourly
Computer Operator II	SC13	2918	17.96
Computer Operator III	SC18	3197	19.67
Computer Operator IV	SC23	3653	22.48

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2007**

**- Special Adjustment Schedules -**

**WAGE SCHEDULE A**

This schedule ONLY applies to Licensed Practical Nurses, Operating Room - Licensed Practical Nurses, Nursing Assistant (Orthopaedic Technician) and Nursing Assistant III (Supervisor)

GWI Special		Special/GWI	Special/GWI
		2.0%	2.0%
Benchmark Classification	Grid	1.5%	1.5%
		Monthly	Hourly
Nursing Assistant (Orthopaedic Technician)	SA23	3560	21.91
Licensed Practical Nurse	SA26	3727	22.94
Nursing Assistant III (Supervisor)	SA29	3889	23.93
Operating Room - Licensed Practical Nurse	SA29	3889	23.93

**WAGE SCHEDULE B**

This schedule ONLY applies to Nursing Unit Assistants, Buyers and Buyer Supervisor, Pharmacy Technicians and Laboratory Assistants

GWI Special		Special/GWI	Special/GWI
		2.0%	2.0%
Benchmark Classification	Grid	1.0%	1.0%
		Monthly	Hourly
Buyer	SB27	3706	22.81
Buyer Supervisor	SB34	4084	25.13
Lab Assistant I	SB15	3059	18.82
Lab Assistant II	SB15	3059	18.82
Lab Assistant II(A)	SB18	3059	18.82
Lab Assistant III	SB15	3219	19.81
Lab Assistant IV	SB21	3383	20.82
Nursing Unit Assistants	SB16	3112	19.15
Pharmacy Technician I	SB18	3219	19.81
Pharmacy Technician I(A)	SB20	3330	20.49
Pharmacy Technician II	SB23	3490	21.48
Pharmacy Technician II(A)	SB25	3597	22.14

**WAGE SCHEDULE C**

This schedule ONLY applies to Computer Operators

GWI		GWI	GWI
		2.0%	2.0%
Benchmark Classification	Grid	Monthly	Hourly
Computer Operator II	SC13	2976	18.31
Computer Operator III	SC18	3261	20.07
Computer Operator IV	SC23	3726	22.93

**Wage Schedules • Schedule B – Rate Levels**

**April 1, 2008**

**- Special Adjustment Schedules -**

**WAGE SCHEDULE A**

This schedule ONLY applies to Licensed Practical Nurses, Operating Room - Licensed Practical Nurses, Nursing Assistant (Orthopaedic Technician) and Nursing Assistant III (Supervisor)

GWI Special		Special/GWI	Special/GWI
		2.0%	2.0%
Benchmark Classification	Grid	1.5%	1.5%
		Monthly	Hourly
Nursing Assistant (Orthopaedic Technician)	SA23	3686	22.68
Licensed Practical Nurse	SA26	3859	23.75
Nursing Assistant III (Supervisor)	SA29	4026	24.78
Operating Room - Licensed Practical Nurse	SA29	4026	24.78

**WAGE SCHEDULE B**

This schedule ONLY applies to Nursing Unit Assistants, Buyers and Buyer Supervisor, Pharmacy Technicians and Laboratory Assistants

GWI Special		Special/GWI	Special/GWI
		2.0%	2.0%
Benchmark Classification	Grid	1.0%	1.0%
		Monthly	Hourly
Buyer	SB27	3818	23.50
Buyer Supervisor	SB34	4207	25.89
Lab Assistant I	SB15	3151	19.39
Lab Assistant II	SB15	3151	19.39
Lab Assistant II(A)	SB18	3151	19.39
Lab Assistant III	SB15	3316	20.41
Lab Assistant IV	SB21	3485	21.45
Nursing Unit Assistants	SB16	3206	19.73
Pharmacy Technician I	SB18	3316	20.41
Pharmacy Technician I(A)	SB20	3431	21.11
Pharmacy Technician II	SB23	3595	22.12
Pharmacy Technician II(A)	SB25	3706	22.81

**WAGE SCHEDULE C**

This schedule ONLY applies to Computer Operators

GWI		GWI	GWI
		2.0%	2.0%
Benchmark Classification	Grid	Monthly	Hourly
Computer Operator II	SC13	3036	18.68
Computer Operator III	SC18	3326	20.47
Computer Operator IV	SC23	3801	23.39

**Wage Schedules • Schedule B – Rate Levels**  
**Eff. 1<sup>st</sup> Pay Period After April 1, 2009**  
**- Special Adjustment Schedules -**

**WAGE SCHEDULE A**

This schedule ONLY applies to Licensed Practical Nurses, Operating Room - Licensed Practical Nurses, Nursing Assistant (Orthopaedic Technician) and Nursing Assistant III (Supervisor)

GWI Special		Special/GWI	Special/GWI
		2.7%	2.7%
Benchmark Classification	Grid	1.5%	1.5%
		Monthly	Hourly
Nursing Assistant (Orthopaedic Technician)	SA23	3842	23.64
Licensed Practical Nurse	SA26	4023	24.76
Nursing Assistant III (Supervisor)	SA29	4197	25.83
Operating Room - Licensed Practical Nurse	SA29	4197	25.83

**WAGE SCHEDULE B**

This schedule ONLY applies to Nursing Unit Assistants, Buyers and Buyer Supervisor, Pharmacy Technicians and Laboratory Assistants

GWI Special		Special/GWI	Special/GWI
		2.7%	2.7%
Benchmark Classification	Grid	1.0%	1.0%
		Monthly	Hourly
Buyer	SB27	3960	24.37
Buyer Supervisor	SB34	4364	26.86
Lab Assistant I	SB15	3268	20.11
Lab Assistant II	SB15	3268	20.11
Lab Assistant II(A)	SB18	3268	20.11
Lab Assistant III	SB15	3440	21.17
Lab Assistant IV	SB21	3615	22.25
Nursing Unit Assistants	SB16	3325	20.46
Pharmacy Technician I	SB18	3440	21.17
Pharmacy Technician I(A)	SB20	3559	21.90
Pharmacy Technician II	SB23	3729	22.95
Pharmacy Technician II(A)	SB25	3844	23.66

**WAGE SCHEDULE C**

This schedule ONLY applies to Computer Operators

GWI		GWI	GWI
		2.7%	2.7%
Benchmark Classification	Grid	Monthly	Hourly
Computer Operator II	SC13	3118	19.19
Computer Operator III	SC18	3416	21.02
Computer Operator IV	SC23	3904	24.02

# SIGNATURES FOR THE ASSOCIATION OF UNIONS

Signed on behalf of

## HOSPITAL EMPLOYEES' UNION

Per: \_\_\_\_\_  
Judy Darcy, Secretary-Business Manager

Per: \_\_\_\_\_  
Fred Muzin, President

Per: \_\_\_\_\_  
Mary LaPlante, Financial Secretary

Per: \_\_\_\_\_  
Victor Elkins, Chair of the Committee, C & W  
Local

Per: \_\_\_\_\_  
Tami Broughton, Alternate Chairperson,  
Cranbrook Local

Per: \_\_\_\_\_  
Jim Barrett, Lions Gate Local

Per: \_\_\_\_\_  
Victor Chan, Vancouver General Local

Per: \_\_\_\_\_  
Joanne Dickie, Lions Gate Local

Per: \_\_\_\_\_  
Chris Duckett, Powell River Local

Per: \_\_\_\_\_  
Carol Kenzie, Kelowna Amalgamated Local

Per: \_\_\_\_\_  
Pat Shaw, South Peace Local

Per: \_\_\_\_\_  
Kimberlea Stuparyk, Prince George Local

Per: \_\_\_\_\_  
Dean Wachholz, Cowichan Valley Local

## B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Per: \_\_\_\_\_  
George Heyman, President

Per: \_\_\_\_\_  
Joanne Jordan, Chair, Local 409, New  
Denver Hospital

Per: \_\_\_\_\_  
Brenda Brown, Local 406, Dunrovin Park  
Lodge

Per: \_\_\_\_\_  
Bobbi Pettett, Local 412, Bulkley Lodge

Per: \_\_\_\_\_  
Maggie Walters, Local 404, Kinsmen Lodge

Per: \_\_\_\_\_  
Pat Burnett, Local 407, Windsor Manor

Per: \_\_\_\_\_  
Barbara Offen, Staff Representative,  
Negotiations

## INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-882H

Per: \_\_\_\_\_  
Lionel N. Anker, Business Manager

Per: \_\_\_\_\_  
Shirley Shiagetz, Business Representative

## CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611

Per: \_\_\_\_\_  
Don Brown, Business Representative

**BRITISH COLUMBIA NURSES'  
UNION**

Per: \_\_\_\_\_  
Sherry Parkin

**INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES**

Per: \_\_\_\_\_  
Al Laird

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

Per: \_\_\_\_\_  
Len Rousseau

**UNITED ASSOCIATION OF  
PLUMBERS AND PIPEFITTERS,  
LOCAL 324**

Per: \_\_\_\_\_  
Dale Dhillon

**UNITED STEELWORKERS OF  
AMERICA, LOCAL 9705**

Per: \_\_\_\_\_  
Rick Georgetti

**UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS**

Per: \_\_\_\_\_  
Wayne Cox

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

# SIGNATURES FOR THE EMPLOYER

Signed on behalf of the

## Health Employers Association of British Columbia

Per: \_\_\_\_\_  
R.M. Louise Simard, President  
and Chief Executive Officer

Per: \_\_\_\_\_  
Tony Collins, Senior Vice President,  
Human Resources Strategy

Per: \_\_\_\_\_  
Trevor Hughes, Senior Consultant,  
Special Projects/Advocacy

Per: \_\_\_\_\_  
Nancy Teh, Senior Analyst,  
Research

## Employer Bargaining Team

Per: \_\_\_\_\_  
Wayne Balshin, Vancouver Coastal Health  
Authority

Per: \_\_\_\_\_  
Donna Creswell, Provincial Health Services  
Authority

Per: \_\_\_\_\_  
Fred Cummings, Northern Health Authority

Per: \_\_\_\_\_  
Judy Decker, Fraser Health Authority

Per: \_\_\_\_\_  
Lori Holloway, Interior Health Authority

Per: \_\_\_\_\_  
Kane Kilbey, Vancouver Island Health  
Authority

Per: \_\_\_\_\_  
Theo Madeley, George Derby Centre

Per: \_\_\_\_\_  
Rick Moyneur, Providence Health Care  
Society

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

# **APPENDIX #1**

## **- Information - Extended Health Care Plan - SUMMARY OF HEALTHCARE BENEFIT TRUST'S COVERAGE**

### **Extended Health Benefit - Article 38.03**

#### *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 Care Plan, and the Healthcare Benefit Trust's Plan Document.

#### *Amount of Benefit*

There is a \$25 calendar year deductible for this benefit per person or family. Receipts exceeding \$25 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*

This Extended Health benefit covers the following expenses when incurred by the employee or dependants as a result of the necessary treatment of an illness or injury.

Visits to paramedical practitioners eligible under the BC Medical Services Plan will only be reimbursed based on a percentage of the applicable user (patient visit) fee.

*Out-of-Province/Out-of-country Emergencies* - In the event of an emergency while travelling outside of BC/outside of Canada, the Extended Health benefit covers:

1. Reasonable charges for physician's services, less any amounts paid or payable by BC Medical Services Plan.
2. Hospital room charges, less any amounts paid or payable by BC Hospital Programs. This benefit included charges for private or semi-private rooms (if actually occupied and if a ward

room is not available, or if required by a physician) and short stays as well as hospital co-coverage, but not including rental of TV, telephone, etc.

3. **Worldwide Emergency Medical Assistance (MediAssist)** emergency referral services for travellers.

*Note: Emergencies and non-emergency referrals to other provinces (except Quebec) are covered by the BC Medical Services Plan as if the expenses had been incurred in BC.*

**Acupuncturist** - Fees of an approved licensed acupuncturist up to \$100\* per person per year when services are obtained in BC.

**Ambulance** - Cost of an ambulance in an emergency from the place where the sickness or injury occurs to the nearest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat or airplane - or air-ambulance in an acute emergency). This benefit also covers the round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary.

**Chiropractor** - Fees of a chiropractor up to \$200\* per person per year, but not including the cost of x-rays taken by a chiropractor.

**Dentist** - Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one (1) year of the date of the accident. Orthodontic services are not covered under this Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Pacific Blue Cross Dental Fee Schedule No. 2.

**Diabetic Supplies** - Testing equipment, including glucose meters for management of diabetes.

**Employment Medicals** - Charges of a physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer.

**Hearing Aids** - Cost of purchasing hearing aids when prescribed by a certified Ear, Nose and Throat specialist. The maximum of \$600\* per person in each 48 month period. This benefit includes repairs, but does not include payment for maintenance, batteries, re-charging devices or other such accessories.

**Hospital Room Charges** - Charges for occupying a private or semi-private room in a BC acute care hospital, but not including rental of TV, telephone, etc.

**Massage Therapist** - Fees of a registered massage therapist.

*Medical Referral Transportation* - Cost of travel for an employee or eligible dependant for medical treatment by a physician, where it is determined by the attending physician that adequate treatment is not available locally, up to limits specified by Pacific Blue Cross. **(NOTE: THIS BENEFIT IS EFFECTIVE APRIL 1, 2003)**

*Naturopathic Physician* - Fees of a naturopathic physician up to \$200\* per person per year, but not including the costs of x-rays by a naturopathic physician.

*Orthopaedic Shoes* - Defined as “shoes which are not available for general purchase and which are intended to modify, or correct, a disability”. Includes orthotics. One (1) pair per person, with replacements covered only when required due to normal wear. Must be prescribed by a physician or podiatrist.

*Paramedical Items and Prosthetic Devices* - Oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces, ostomy and ileostomy supplies.

*Physiotherapist*- Fees of a registered physiotherapist.

*Podiatrist* - Fees of a registered podiatrist up to \$200\* per person per year, but not including the costs of x-rays taken by a podiatrist.

*Prescription Drugs* - Cost of prescription drugs purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to Pharmacare's low cost alternative and reference based pricing payment policies. This benefit does not include lifestyle drugs and medicines as determined by Pacific Blue Cross. This benefit does not cover drugs for contraceptive purposes, erectile dysfunction drugs, vitamin injections, food supplements, drugs which can be bought without a prescription, medications used to treat or replace an addiction or habituation, or drugs which have not been approved under the Food and Drugs Act for sale and distribution in Canada. **(NOTE: THIS BENEFIT IS EFFECTIVE JULY 1, 2001)**

*Prescription Drug Direct Pay Card “BlueNet”* - 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. **(NOTE: THIS BENEFIT IS EFFECTIVE APRIL 1, 2002)**

*Registered Nurse* - Fees of a Registered Nurse (who is not related to the employee) for special duty nursing in acute cases where the service is recommended by a physician. If the service is performed in a hospital, this benefit does not cover the fees of a Registered Nurse who is employed by the hospital.

*Rental of Medical Equipment* - Rental costs, unless purchase is more economical, of durable medical equipment including hospital beds. Wheelchairs or scooters are eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair.

*Speech Therapist* - Fees of a speech therapist when referred by a physician, up to \$100\* per person per year.

*Surgical Stockings and Brassieres* - Two (2) pairs of stockings per person per year; one (1) brassiere per person per year when required as a result of treatment for injury or illness.

*Vision Care* - Cost of prescription eyeglasses and/or frames, or prescribed contact lenses. The maximum is \$225\* per person every 24 months.

*Wigs or Hairpieces* - Cost of wigs or hairpieces when required as a result of medical treatment or injury, up to a lifetime maximum of \$500\* per person.

\* The employee will be reimbursed up to 80% of this maximum (after the \$25 deductible has been satisfied for the calendar year).

## **EXCLUSIONS**

The Extended Health benefit does not cover the following:

1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.
3. Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.
4. Charges for dental services except as described in Eligible Expense for Dentist.
5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
6. Charges of a registered psychologist.
7. Charges for services and supplies of an elective (cosmetic) nature.

8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
9. Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
10. Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
11. Charges for batteries and re-charging devices.
12. Expenses relating to the repatriation of a deceased employee and/or dependent.
13. Expenses incurred by a pregnant person while travelling outside of Canada within twenty-one (21) days of expected delivery date.

## **APPENDIX #2**

### **- Information - Extended Health Care Dental Plan - SUMMARY OF HEALTHCARE BENEFIT TRUST'S COVERAGE**

#### **Dental Plan - Article 38.02**

##### *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 Dental Plan, and the Healthcare Benefit Trust's Plan Document.

##### *Amount of Benefit*

This dental benefit will reimburse the dentist for the following:

- 100% Services (Part "A")
- 60% of Major Reconstruction Services (Part "B")
- 60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per eligible employee or dependant

##### *Eligible Expenses*

This dental benefit covers those services which are routinely provided to eligible employees and dependents in offices of general practicing dentists in BC.

The amounts paid for such services are set out in the Pacific Blue Cross Fee Schedule No. 2. When performed by a specialist (on referral by a general practicing dentist), the fee paid is the amount paid to a general practicing dentist plus 10%.

Eligible expenses under this dental benefit are as follows:

#### **PART "A" - BASIC SERVICES**

Part A covers those services required to maintain teeth in good order and to restore teeth to good order.

The Plan will pay 100% of:

##### *Diagnostic Services*

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

1. Examinations and consultations;
2. Two (2) standard examinations per calendar year;
3. One (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 the maximum established by Pacific Blue Cross for the calendar year;
5. Full mouth x-rays once in any three (3) year period.

#### *Endodontic Services*

- Root canals
- Major Restorative Services
- Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by Pacific Blue Cross is recommended. If gold is used whether another material can be used, the employee will be responsible for additional costs.

#### *Periodontic Services*

Procedures for the treatment of gums and bones surrounding and supporting the teeth, but not including tissue grafts.

#### *Preventive Services*

Procedures to prevent oral disease, including the following:

1. Cleaning and polishing of teeth (prophylaxis) twice in any calendar year.
2. Fluoride application twice in any calendar year.
3. Space maintainers intended to maintain space but not to obtain more space.
4. Sealants (pits and fissures); limited to once per tooth within a two (2) year period.

#### *Repairs to Bridges and Dentures (Prosthetics)*

Procedures for the repair of bridges, as well as the repair or relining of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two (2) year period. Costs of temporary dentures are not eligible for payment.

#### *Restorative Services*

- Procedures for filling teeth, including stainless steel crowns.
- If the employee chooses to have white fillings in back teeth, she/he will be responsible for any additional costs.

#### *Surgical Services*

Procedures to extract teeth as well as other surgical procedures performed by a dentist.

### **PART “B” - MAJOR RECONSTRUCTION**

Part B covers those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five (5) year period.

The Plan will pay 60% of:

#### *Crowns*

Rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized for use on back teeth. Pre-approved by Pacific Blue Cross is recommended.

#### *Dentures (Removable Prosthetics)*

The artificial replacement of missing teeth with dentures: full upper and lower dentures or partial dentures of basic, standard design and materials. Full dentures may be obtained from either a dentist or licensed dental mechanic. Partial dentures may only be obtained from a dentist.

#### *Crowns and Bridges (Fixed Prosthetics)*

The artificial replacement of missing teeth with a crown or bridge.

### **PART "C" - ORTHODONTICS**

Part C covers those services required to straighten abnormally arranged teeth. Pre-approval by Pacific Blue Cross is necessary.

The Plan will pay 60% of:

#### *Braces*

Up to a lifetime maximum of \$2,750 per person. Costs of lost or stolen braces are not eligible for payment.

To be eligible for orthodontic services, the employee must have been enrolled in this dental benefit for twelve (12) months.

### **EXCLUSIONS**

The dental plan benefit does not cover the following:

1. Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
2. Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
3. Services required as a result of an accident for which a third Party is responsible.
4. Charges for completing forms.
5. Implants.
6. Fees in excess of the Pacific Blue Cross Dental Fee Schedule No. 2, or fees for services which are not set out in the Dental Fee Schedule.
7. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.

8. Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
9. Charges for unkept appointments.
10. Charges necessitated as a result of a change of dentist, except in special circumstances.
11. Room charges and some anaesthetics.
12. Expenses incurred prior to eligibility date or following termination of coverage.
13. Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

If the employee is eligible for coverage under more than one (1) dental plan, Pacific Blue Cross will coordinate the benefits so that total payments received will not exceed the expenses actually incurred.

# SUBJECT INDEX

Subject	Article	Page
<b>A</b>		
Adoption Leave .....	[Article 36]	64
Aggressive Patients/Residents .....	[Article 37.02]	66
Apprenticeship Training in Health Care Committee .....	[Memorandum of Understanding]	185
Arbitration .....	[Article 11]	17
Arbitration Board Hearings .....	[Article 11.06]	20
<u>Article 19.01 (a)(iii)</u> .....	[Letter]	237
Attachments and Variations, Employer Specific .....	[Memorandum of Agreement]	182
Authority of Arbitration Board. ....	[Article 11.03]	19
<b>B</b>		
Badges and Insignia .....	[Article 5.06]	8
Bargaining Agency, Sole .....	[Article 5.01]	5
<u>Benchmark Series Review</u> .....	[Letter of Intent]	208
Benchmarks. ....	[Schedule A ]	252
Bulletin Boards .....	[Article 5.07]	8
Bumping. ....	[Article 17.06]	33
<u>Bumping, Article 17.06</u> .....	[Letter]	215
<b>C</b>		
Calculation of Severance Allowance Monies .....	[Article 43.03]	72
Call-Back. ....	[Article 23]	44
Call-In - Statutory Requirement. ....	[Article 24]	45
Care Staff Positions/Upgrading, Direct .....	[Memorandum of Agreement]	183
Cash Pay-Out of Unused Sick Leave Credits .....	[Article 31.11]	56
Casual Employees. ....	[Article 2.01(c), Addendum]	2, 101
Certifications, New ... [Articles 41.01.02, 48.07, Memorandum of Understanding]		70, 76, 200
Child Care. ....	[Article 45]	73
Classification Manual .....	[Addendum]	115
Classification, Expedited Appeals. .	[Maintenance Agreement (11)]	113
Committee Meetings. ....	[Article 8.04]	11

Committee on Labour Relations . . . . .	[Article 8.01]	10
Compassionate Leave . . . . .	[Article 29]	51
Complaints Investigation . . . . .	[Article 4.03]	5
Composition of Board, Arbitration . . . . .	[Article 11.01]	17
Continuous Operation, Hours of Work . . . . .	[Article 20.01]	39
<u>Contracting Out . . . . .</u>	<u>[Article 17.12, Letter of Understanding]</u>	<u>37, 202</u>
Critical Incident Stress Defusing . . . . .	[Article 37.02(b)]	66

## **D**

Daylight Savings Time Change . . . . .	[Article 20.06]	41
Definition of Displacement . . . . .	[Article 17.05]	33
Definition of Employee Status . . . . .	[Article 2.01]	3
Definition of Service Related to Calculation of Severance Allowance Monies . . . . .	[Article 43.02]	71
Definitions . . . . .	[Article 2]	2
Demotions . . . . .	[Article 14.07]	23
Dental Plan . . . . .	[Article 38.02, Appendix #2]	68, 289
Direct Care Staff Positions/ Upgrading . . . . .	[Memorandum of Agreement]	183
Discrimination, No . . . . .	[Article 4.01]	4
Dismissal/Suspension . . . . .	[Article 11.02]	18
Dismissal/Suspension for Alleged Cause . . . . .	[Article 9.06]	14
<u>Dispute Resolution Process . . . . .</u>	<u>[IIC Report]</u>	<u>168</u>

## **E**

<u>Early Intervention Program . . . . .</u>	<u>[Memorandum of Agreement]</u>	<u>227</u>
Early Retirement . . . . .	[Article 43.01]	70
Education, OH & S . . . . .	[Article 37.01(h)]	66
Education and Training . . . . .	[Memorandum of Understanding]	174
<u>Education Allowance Fund . . . . .</u>	<u>[Transfer Agreement]</u>	<u>238</u>
Educational Leave . . . . .	[Article 32]	57
Effective and Terminating Dates . . . . .	[Articles 3.01, 48.07]	3, 76
Effective Date of Wages and Benefits . . . . .	[Article 48.07]	76
Employee Called as a Witness . . . . .	[Article 11.05]	19
<u>Employees Laid Off Due to Contracting Out</u> . . . . .	<u>[Memorandum of Agreement]</u>	<u>232,</u> <u>235</u>
Employee's Notice of Termination . . . . .	[Article 18.02]	37

Employer Defined . . . . .	[Article 2.04]	3
Employer Property . . . . .	[Article 7.01]	9
Employer's Notice of Termination . . . . .	[Article 18.01]	37
Employment Abandoned. . . . .	[Article 18.03]	38
Employment Insurance Coverage. . . . .	[Article 42]	70
Employment Security . . . . .	[Article 17.01.02, IIC Report - Addendum]	31, 167
Evaluation Reports . . . . .	[Article 12.01]	20
Expedited Arbitration . . . . .	[Article 10.02]	15
Expedited Classification Appeals . .	[Maintenance Agreement (11)]	113
Expenses of Arbitration Board. . . . .	[Article 11.07]	20
Experience, Previous. . . . .	[Article 14.13]	25
Extended Health Care Plan. . . . .	[Article 38.03, Appendix #1]	68, 284
<b>F</b>		
Fiscal Dividend . . . . .	[Letter of Agreement]	219
Float Positions. . . . .	[Article 16.11]	3
Framework Agreement . . . . .	[IIC Report - Schedule One]	151
Future Legislation. . . . .	[Article 3.03]	4
<b>G</b>		
General Wage Adjustments . . . . .	[Article 48.04]	74
Grievance Investigations . . . . .	[Article 9.02]	11
Grievance Procedure. . . . .	[Article 9.04]	12
Group Life Insurance. . . . .	[Article 40, Addendum]	69, 84
<b>H</b>		
Harassment . . . . .	[Article 4.02]	4
Health and Welfare Benefits, Termination of . . . . .	[Letter]	201
Health Care Plans . . . . .	[Article 38]	67
Health Care Reform Committees. . . . .	[Article 17.02]	32
Healthcare Benefit Trust, Summaries of EHB and Dental Plans . . . . .	[Appendices #1 & #2]	284, 289
Hepatitis B. . . . .	[Article 37.03]	66
HLAA Funding. . . . .	[Letter of Understanding]	205
Hours of Work. . . . .	[Article 20]	39
Human Rights . . . . .	[Article 4.01]	4

**I**

Increments . . . . .	[Article 48.05]	75
Induction . . . . .	[Article 5.04]	7
Industrial Inquiry Commissioner, Report and Recommendations of . . . . .	[Addendum]	122
Industry Troubleshooter . . . . .	[Article 9.09]	14
Injury-On-Duty. . . . .	[Article 31]	53
Inoculation and Vaccination . . . . .	[Articles 6.02, 37.03]	9, 66
In-Service Education. . . . .	[Article 32.02]	57
Isolation Allowance . . . . .	[Memorandum of Understanding]	188
Isolation, Working Alone or in . . . . .	[Article 37.06]	67

**J**

Job Postings and Applications . . . . .	[Article 16.01]	26
Job Sharing . . . . .	[IIC Report - Schedule One - Section 8]	169
Job Training. . . . .	[Article 17.03]	32
Joint Committee on Uniforms. . . . .	[Article 7.05.02]	10
Jury Duty . . . . .	[Article 33]	58

**K**

Kilometre rate . . . . .	[Articles 23.01, 26]	44,45
--------------------------	----------------------	-------

**L**

Labour Adjustment Committee . . . . .	[Article 17.02]	32
Leave - Unpaid . . . . .	[Article 34]	59
Leave - Workers' Compensation. . . . .	[Article 31.04]	54
Legal Picket Lines. . . . .	[Article 5.08]	8
Licensed Practical Nurse . . . . .	[Article 2.02]	3
Lifting, Manual. . . . .	[Memorandum of Understanding]	197
Local Employer Variations and Attachments . . . . .	[Memorandum of Agreement]	182
Long-Term Disability Insurance Benefits, Improvement to . . . . .	[Letter of Intent]	184
Long-Term Disability Insurance Plan . . . .	[Article 39, Addendum]	69, 85
LTD Claimants Governed by Plans Other Than the Former HEU Master. . .	[Memorandum of Agreement]	181
LTD Waiting Period, Benefits During the . . . . .	[Memorandum of Understanding]	199

**M**

Maintenance Agreement . . . . .	[Addendum]	108
---------------------------------	------------	-----

Management Rights .....	[Article 6.01]	9
Manual Lifting .....	[Memorandum of Understanding]	197
Maternity Leave .....	[Article 35]	61
Medical Plan .....	[Article 38.01]	68
Mileage Rate .....	[Articles 23.01, 26]	44, 45
More Favourable Rate or Condition .....	[Article 14.14]	25
Morgue Service .....	[Article 46]	73
Municipal Pension Plan .....	[Article 41, Letter]	69

## **N**

New Certifications		
... [Articles 41.01.02, 48.07, Memorandum of Understanding]		70, 76, 200
No Discrimination .....	[Article 4.02]	4
Notice of Displacement .....	[Article 17.07]	35
Notice of New and Changed Positions .....	[Article 15]	26
Notice of Union Representative Visits .....	[Article 5.10]	8

## **O**

<u>Occupational Health and Safety Agency for Healthcare</u>		
..... [Memorandum of Agreement]		214
Occupational Health and Safety .....	[Article 37]	64
Occupational Health and Safety Committee .....	[Article 37.01]	64
OH & S Education .....	[Article 37.01(h)]	66
On-Call Differential .....	[Article 25]	45
<u>One-Time Payment</u> .....	[Memorandum of Agreement]	219
Other Claims .....	[Article 31.12]	56
Overtime .....	[Article 21]	41

## **P**

Parental Leave .....	[Article 35]	61
Part-Time Employees .....	[Article 31.13]	57
Pay Days .....	[Article 48.06]	75
Pay Equity .....	[Article 49]	78
Pensions .....	[Article 41]	69
Personnel File .....	[Article 12.02]	21
Picket Lines, Legal .....	[Article 5.08]	8
Portability .....	[Article 14.12]	24
Portable Benefits .....	[Article 14.12.02]	25
Practical Nurse .....	[Article 2.02]	3

Preamble.....	[Article 1]	1
<u>Premium to Address Recruitment/Retention</u>		
.....	[Memorandum of Agreement]	216
Previous Experience .....	[Article 14.13]	25
Printing of the Agreement.....	[Article 47]	73
Probationary Period .....	[Articles 13, 14.12.01]	21, 24
<u>Professional Responsibility for LPN's</u>		
.....	[Memorandum of Agreement]	223
Programmer Analysts .....	[Letter of Understanding]	211
Promotion, Transfer, Demotion, Release .....	[Article 14]	21
Promotions.....	[Article 14.05]	23
<b>Q</b>		
Qualification Premiums, Trades		
.....	[Article 22]	43
Qualifying Period .....	[Article 14.02]	21
<b>R</b>		
Rate Levels.....	[Schedule B]	261, 269
Recognition of the Union .....	[Article 5]	5
Re-employment After Retirement .....	[Article 14.08]	24
Re-employment After Voluntary Termination or Dismissal for Cause.....	[Article 14.09]	24
Regular Full-Time Employees .....	[Article 2.01(a)]	2
Regular Part-Time Employees.....	[Article 2.01(b)]	2
Reinstatement of Employees .....	[Article 9.07]	14
Reinstatement of Vacation Days - Sick Leave .....	[Article 28.08]	51
Relieving in Higher and Lower-Rated Positions ...	[Article 14.04]	22
Rest and Meal Periods .....	[Article 20.03]	41
Restriction of Employee Status .....	[Article 2.01(d)]	2
Retirement .....	[Article 43]	70
Return to Work Committee .....	[Memorandum of Agreement]	180
Return to Work Programs .....	[Addendum]	177
Right to Grieve Disciplinary Action.....	[Article 9.03]	12
Royal Commission on Health Care and Costs.....	[Memorandum of Understanding]	174

## S

Safe Lifting Techniques.....	[Article 37.01(f)]	65
Safety and Workload in the Workplace .....	[Letter of Intent]	175
Saving Clause .....	[Article 3.03]	4
Schedules with Work Days Greater than 7.5 Hours and Up To and Including 8 Hours per Day .....	[Memorandum of Understanding]	190
Scheduling Provisions .....	[Article 19]	38
Seniority.....	[Articles 2.01, 14]	2, 21
Seniority Dates .....	[Article 14.11]	24
Severance Allowance .....	[Article 43]	70
Sexual Harassment.....	[Article 4.02]	4
Shift Premiums .....	[Article 22]	43
<u>Shift Scheduling and Rotations for LPN's and Care Aides</u> .....	[Memorandum of Understanding]	225
Shop Stewards.....	[Article 5.05]	7
Sick Leave, WCB, Injury-On-Duty .....	[Article 31]	53
Sole Bargaining Agency .....	[Article 5.01]	5
Special Leave .....	[Article 30]	52
<u>Special Leave Committee</u> .....	[Letter of Agreement]	226
Specific Variations and Attachments, Employer.....	[Memorandum of Agreement]	182
Split Shifts.....	[Article 20.04]	41
Splitting of Vacation Periods .....	[Article 28.04]	50
Statutory Holidays .....	[Article 27.01]	46
Stress Defusing, Critical Incident.....	[Article 37.02(b)]	66
Super Stats .....	[Article 27.02]	46
Supervisory or Military Service.....	[Article 14.10]	24
Supplementary Vacations.....	[Article 28.02]	49

## T

Technological, Automation and Other Changes ....	[Article 17.01]	31
Temporary Promotion or Transfer.....	[Article 14.03]	22
Terminating and Effective Dates .....	[Articles 3.01, 48.07]	3, 76
Termination of Employment .....	[Article 18]	37
Termination of Health and Welfare Benefits.....	[Letter]	201
Time Limit for Decision of Arbitration Board.....	[Article 11.04]	19

<u>Trades Apprenticeship Training in</u>	
<u>Health Care</u> . . . . . [Memorandum of Agreement]	185
Trades Qualification Premiums . . . . . [Article 22]	43
Training and Education . . . . . [Memorandum of Understanding]	174
Transfers . . . . . [Articles 14.06, 17.11]	23, 36
Transportation Allowance . . . . . [Articles 23.01, 26]	44, 45
Transportation of Accident Victims . . . . . [Article 37.05]	67

## **U**

Unemployment Insurance Coverage . . . . . [Article 42]	70
Uniform Allowance . . . . . [Article 7.05.03]	10
Uniforms . . . . . [Article 7.05]	10
Union Advised of Changes . . . . . [Article 5.09]	8
Union Check-Off . . . . . [Article 5.03]	6
Union Committee . . . . . [Article 8.02]	10
Union Representation . . . . . [Article 9.01]	11
Union Shop . . . . . [Article 5.02]	5
Union/Management Committee . . . . . [Article 8]	10
Union/Management Meetings . . . . . [Article 8.03]	11
Unpaid Leave . . . . . [Article 34.01]	59
Unpaid Leave - Affecting Seniority and Benefits . . . [Article 34.03]	59
Unpaid Leave - After Three Years . . . . . [Article 34.02]	59
Unpaid Leave - Public Office . . . . . [Article 34.05]	60
Unpaid Leave - Union Business . . . . . [Article 34.04]	59
Unusual Job Requirements of Short Duration . . . . [Article 19.02]	39

## **V**

Vacation Entitlement . . . . . [Article 28.01]	48
Vacation Entitlement Upon Dismissal . . . . . [Article 28.07]	51
Vacation Pay . . . . . [Article 28.05]	50
Vacation Period . . . . . [Article 28.03]	50
Vacations . . . . . [Article 28]	48
Vacations Non-Accumulative . . . . . [Article 28.06]	50
Vaccination and Inoculation . . . . . [Articles 6.02, 37.03]	9, 66
Variations . . . . . [Article 1.02, Memorandum of Agreement]	2, 182
Video Display Terminals . . . . . [Article 37.04]	67
Volunteers . . . . . [Article 44]	73

## **W**

Wage Schedule. . . . .	[Article 48.03, Schedule B ] 74, 269, 277
Wage Schedules, Attachments and Addenda . . . . .	[Article 48] 74
Weekend Premiums . . . . .	[Article 22] 43
WHMIS . . . . .	[Article 37.01(e)] 65
Working Alone or in Isolation . . . . .	[Article 37.06] 67
Workload . . . . .	[Articles 37.01(c), 37.07] 65, 67
<u>Workload</u> . . . . .	[Memorandum of Agreement] 230
Workload and Safety in the Workplace . . . . .	[Letter of Intent] 175