PROVINCIAL COLLECTIVE AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

and

NURSES' BARGAINING ASSOCIATION

April 1, 2001 – March 31, 2004

(AS PER BILL 29)

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Without Prejudice
Errors & Omissions Excepted

Subsequent to the legislative introduction of this 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 Collective Agreement with shading is "without prejudice" to any position that HEABC may take in any forum regarding the impact of the *Act* and *Regulation* on this Collective Agreement.

Table of Contents

PROVINCIAL COLLECTIVE AGREEMENT

SECTION 1

ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.01 Preamble

(A) The Unions, Nurses' Bargaining Association, the Employers and the Health Employers Association of British Columbia agree to abide by the terms and conditions set out in this Provincial Collective Agreement.

(B) For clarity and brevity throughout this Provincial Collective Agreement the term "HEABC" shall be used to describe the Health Employers Association of British Columbia.

(C) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.

(D) Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 37 – Leave – General.)

(E) For the purpose of calculating benefits commencing the first pay period prior to September 30, 1993, the base day will be 7.2 hours.

(F) For clarity and brevity throughout this Provincial Agreement, the term "ESLA" shall be used to describe Employment Security and Labour Adjustment.

(G) For clarity and brevity throughout this Provincial Agreement, the term "HLAA" will be used to describe the Health Labour Adjustment Agency.

1.02 Definitions

ASSOCIATION means Nurses' Bargaining Association.

CALENDER DAY means a twenty-four (24) hour period ending at midnight.

CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.

CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to any Union included in the Nurses' Bargaining Association.

COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

CONSOLIDATED CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to the Nurses' Bargaining Association.

DAY SHIFT means a shift in which the major portion occurs between 0730 and 1530 hours.

DEMOTION means a change from an employee's position to one with a lower maximum salary level.

EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

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 certification issued by the Labour Relations Board of British Columbia.

EVENING SHIFT means a shift in which the major portion occurs between 1530 and 2330 hours.

HEAD OFFICE OF THE ASSOCIATION means the head office of the British Columbia Nurses' Union.

HEAD OFFICE OF THE UNION means the head office for each of the Unions included in the Nurses' Bargaining Association. The respective head offices shall be designated by each Union.

NIGHT SHIFT means a shift in which the major portion occurs between 2330 and 0730 hours.

PROMOTION means a change from an employee's position to one with a higher maximum salary level.

SCHEDULED DAY OFF means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

STEWARD means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

TRANSFER means the movement of an employee from one position to another which does not constitute a promotion or demotion.

UNION means any Union included in the Nurses' Bargaining Association as the context requires, unless otherwise specifically stated.

UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.

WORKSITE means a facility, agency, centre, program, organization or location where an employee is assigned to work either at or from.

YEAR means a period from any given date in one month to the immediately preceding date twelve (12) months later.

TOUR OF DUTY means one or more completed shifts.

ARTICLE 2 – PURPOSE OF AGREEMENT

(Also see Article 2 Section 2: Community-Based Services)

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 General Rights

The management of the Employer's operations 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.

3.02 Employer Policies

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

ARTICLE 4 – UNION RECOGNITION

4.01 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

4.02 Scope of Agreement

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

ARTICLE 5 – UNION SECURITY

5.01 Security

(A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.

(B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

5.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

The Association and the Union agree not to enter into any agreement or contract with the Employers covered by this Agreement which in any way conflicts with the terms and provisions of this Agreement, recognizing that the HEABC is the accredited bargaining agent.

6.02 Contracting Out

The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

6.03 Employer's Business

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above. The Employer shall reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods.

6.04 Stewards

(A) **Recognition of Stewards**

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.

(B) **Notification of Change of Stewards**

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

(C) **Duties and Responsibilities**

The duties of stewards include but are not limited to the following:

(1) investigating complaints of an urgent matter, and

(2) investigating grievances, and

(3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and

(4) supervising ballot boxes and other related functions during ratification votes, and

(5) attending meetings called by management, and

(6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and

(7) meeting with new employees as a group during the orientation program, and

(8) acting as appointees to the Union/Management Committee.

(D) **Conditions Governing Stewards**

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

(1) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and

(2) make every endeavour to complete their business in as short a time as possible, and

(3) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

6.05 Union Representative Visits

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

6.06 Superior Benefits

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior

benefits are surpassed by the benefits and/or wages provided in succeeding agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

6.07 Personnel File

(A) **Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

(B) **Union Representative or Steward Access**

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

(C) **Confidential Nature of Personnel File**

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

6.08 Copies of the Provincial Collective Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Provincial Collective Agreement in booklet form to all of its employees. The cost of printing shall be shared equally between the Union and the HEABC.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Provincial Collective Agreement.

6.09 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Provincial Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and

Activities. The Employer further agrees to provide new employees with copies of the Provincial Collective Agreement and the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.10 List of New and Terminating Employees

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

6.11 Bulletin Boards

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 7 – STRIKES OR LOCK-OUTS

During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established for each Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

Where there are fewer than 4 nurses employed at a worksite, then the number of Union and management representatives may be limited to one each with an alternate.

8.02 Chair

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

8.03 Meetings

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

8.04 Purpose of the Committee

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

8.05 Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

8.06 Stewards

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings

ARTICLE 9 – GRIEVANCES

9.01 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

9.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension

or dismissal of employees and Application disputes under Article 9.03 or 9.07.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit). Within a further seven (7) calendar days of the Step 3 meeting, the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter and/or arbitration within 90 days after the Employer designate's decision has been received.

Industry 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 Provincial Collective Agreement, David McPhillips, Stephen Kelleher, Heather Laing or a substitute agreed to by the parties, shall at the request of either party:

(A) investigate the difference,
(B) define the issue in the difference, and
(C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

Failing settlement at this step, the grievance may be referred to arbitration.

9.03 Single Employer Policy Dispute

If a difference of a general nature arises between the Union or its members and a single Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the HEABC.

9.04 Application of Single Employer Arbitration Decisions

(A) The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the single Employer, the employees of the Employer, and the Union or Association (as the context requires) in respect to that single Employer.
(B) The decision is not binding on other members of HEABC or on the Union or Association (as the context requires) in respect to other members unless the Association and HEABC mutually agree.
(C) HEABC and the Association may rely upon the arbitration award in arguing other arbitrations respecting other members of the Association.

9.05 Amending Time Limits

If the time limits in Articles 9.02, 9.03 and 9.07 are not complied with by the employee(s) or the Union, then the grievance shall be

considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.06 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.07 Industry Wide Application Dispute

Step 1

If a difference of a general nature arises between the Union (on behalf of its members) and HEABC (on behalf of its members) concerning the industry wide interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party (the NBA or the HEABC), shall submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference. A copy of the grievance shall in every case be forwarded to the constituent Unions of the NBA and the HEABC.

For the purposes of this Article, a difference of a general nature is defined as one arising as a matter of general interpretation/ application or general operation/alleged violation based on the language of the Agreement.

Step 2

The NBA and the HEABC shall meet within sixty (60) days or such later time as may be mutually agreed to attempt to resolve the difference. Failing resolution, either party may submit the difference to arbitration pursuant to Article 10 within 60 days of the meeting.

Notwithstanding any decision(s) issued pursuant to Article 9.02 or 9.03, the decision of the Arbitration Board under this Article

shall be binding on all members of the NBA and all members of the HEABC who are covered by this agreement.

Where an arbitrator has been appointed to hear a dispute under Article 9.02 or 9.03 and the dispute is on the same issue as the matter in dispute under Article 9.07, the 9.02/9.03 arbitration proceedings will be held in abeyance. The interpretation established by the Article 9.07 Award shall then be applied on a remedial basis by the parties to resolve the 9.02 or 9.03 disputes on the same issue.

9.08 Clarification of the Nature of the Dispute

If the NBA or the HEABC disputes the article under which a grievance has been filed, the respondent may refer the issue of whether the grievance was filed under the appropriate procedure (i.e. Article 9.02/9.03 or Article 9.07), as a preliminary matter to the Arbitrator or Arbitration Board (as the context requires) prior to the scheduled hearing date(s).

9.09 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

ARTICLE 10 – ARBITRATION

10.01 Authority of the Arbitration Board or Arbitrator

(A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a Board of Arbitration or a single arbitrator as determined by (D) below. Such Board of Arbitration or arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

(B) Where an Arbitration Board is used, the Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.

(C) Where a single arbitrator is used, the arbitrator shall issue a decision which shall be final and binding upon the parties.

(D) A single arbitrator shall be used for grievances filed under Article 9.02 or 9.03. An Arbitration Board shall be used for industry-wide application disputes filed under Article 9.07.

10.02 Notification

(A) The party requesting arbitration under Article 9.07 shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board.

The recipient of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board. The two appointees shall, within a further ten (10) calendar days, select a third person to act as Chair. If the appointees fail to agree upon a Chair within this ten (10) calendar day period, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

(B) The party requesting arbitration under Article 9.02 or 9.03 shall notify the other party of its intent to arbitrate and its proposed arbitrator.

The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

10.03 Expenses of the Arbitration Board or Arbitrator

The expenses of the Chair of the Arbitration Board or single arbitrator shall be shared equally by the parties. Where nominees are used, each party shall be responsible for the expenses of its nominee.

10.04 Single Arbitrator

By mutual agreement between the NBA and the HEABC, a single arbitrator may be substituted for the Arbitration Board established pursuant to Article 9.07.

10.05 Waiver of Time Limits

The time limits prescribed above may be extended by mutual agreement in writing between the Union and the Employer.

10.06 Expedited Arbitration

(a) A representative of HEABC and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

(b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expe-

dited 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.

(c) 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.

(d) As the process is intended to be informal, lawyers will not be used to represent either party.

(e) 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.

(f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.

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

(h) 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.

(i) 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.

(j) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

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

(l) The expedited arbitrators, who shall act as sole arbitrators, shall be Stephen Kelleher, Heather Laing, Joan Gordon, Don Munroe.

(m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.

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

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article “regularly scheduled” means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 25.04 – Posting of Work Schedules)

Employees at the commencement of their employment and at

all times shall be kept advised by their Employer into which employee status they belong.

11.01 Restriction of Employee Status

The status of all employees covered by this Provincial Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 Grievances.

11.02 Regular Full-Time Employees

(A) **Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 26.01 Hours of Work.

(B) **Benefit Entitlement**

Regular full-time employees are entitled to all benefits of this Agreement.

(C) **Seniority**

Regular full-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

11.03 Regular Part-Time Employees

(A) **Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of fourteen point four (14.4) hours) or equivalent per week but less than the full hours as provided in Article 26.01 Hours of Work.

(B) **Benefit Entitlement**

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees . (Reference Article 12 Anniversary Date and Increments; Reference Article 46 Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)

(C) **Seniority**

Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

11.04 Casual Employees

(A) **Definition**

Casual employees may be employed to work full shifts or part

shifts on a continuous or intermittent basis in capacities such as:

(1) Sickness relief.

(2) Vacation relief.

(3) Leave of absence relief.

(4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments.)

(5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes.

(6) Paid holiday relief.

(7) Overtime owing relief.

(8) Maternity leave relief.

(9) Client Specific Assignments from Home Support Agencies. These assignments are client specific, subject to cancellation without notice, and may be filled within the total discretion of the client. These assignments are deemed to be in compliance with Articles 11.04 (B) through (F) which shall not apply. (See also Appendix "Y")

(B) **Off Duty Rights**

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a Casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

(C) **Letter of Appointment**

(1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, their worksite, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, notation of any specialist qualifications held by the employee, and the mutually agreed wards, units and programs in which the casual employee will work.

(2) **General Availability**

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revi-

sion. Such revision will occur once per year, or, if mutually agreed between the Employer and the employee, on a more frequent basis. The Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

(3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

(4) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.

(5) **Orientation**

The Employer will provide casual employees with orientation to all the wards, units and programs mutually agreed in the employee's letter of appointment.

(D) **Casual Register**

(1) A casual employee shall be registered for work in those wards, units and programs specified in the letter of appointment.

Casual employees may request placement on the register for additional wards, units or programs. All such requests must be in writing.

When the Employer identifies a shortage of casual employees on a particular ward, unit or program, they will consider requests for placement on the register for those wards, units or programs, from existing casual employees before hiring additional casual employees. Such requests will not be unreasonably denied.

By mutual agreement with the Employer, casual employees will be added to the register for additional wards, units or programs. Where such agreement has been reached, a revised letter of appointment shall be issued.

(2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed wards, units and programs in which the casual employee will work.

(3) Seniority on the master casual register shall be 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 each year. The updated list shall be posted at the worksite.

(E) **Procedure for Casual Call-In**

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

(1) The Employer shall offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority providing the casual employee:

(a) is registered for work in the ward, unit or program where the work exists; and

(b) has the qualifications and capabilities to perform the work being relieved; and

(c) has been orientated to the ward, unit or program.

Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

(2) Exceptions to the above may occur to address the need to consolidate the skills of new graduates as per the Letter of Understanding on New Graduates. (see Appendix “DD”)

(3) Notwithstanding (1) above, where the Employer has received 24 hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.

(4) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.

(5) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (I) above.

(6) **Telephone Call-In**

(a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C) (3) above.

(b) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E) (I). The Employer shall permit the telephone to ring a minimum of eight (8) times.

(c) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

(d) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.

(7) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e: ward/unit/program or worksite), any combination of shifts.

(II) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(I)by the Employer.

(F) **Employment Security Considerations**

The parties agree that, in accordance with the provisions gov-

erning employment security, work of a casual nature will first be assigned to regular employees who have been displaced, as interim placement pending more permanent solutions. Where this occurs Article 11.04 (E) will not apply.

(G) **Wage Entitlement**

(1) Casual employees shall be paid in accordance with the wage schedule.

(2) Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1879.2) worked with the Employer. In the calculation of increment steps, the wage increments will be based on 1957.5 hours for hours worked prior to the pay period closest to September 30, 1993.

(a) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.

(b) A casual employee who terminates with an Employer listed in the attachments to the Consolidated Certification, and is employed within thirty (30) calendar days as a casual employee with an Employer listed in the attachments to the Consolidated Certification, shall retain the increment step attained with the previous Employer. Subsequent increments shall be granted pursuant to Article 11.04(G)(2).

(c) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(G)(2)(b) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1879.2 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.

(3) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

(4) When a casual employee applies for and receives a regular position in the same worksite in which she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 52 (Previous Experience)

which ever is higher, and shall advance to the next increment on her anniversary date of employment.

(H) **Benefit Entitlement**

(1) **Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 Grievances and Article 10 Arbitration.)

(2) **Vacation Pay and Paid Holidays**

Casual employees shall receive 12.2% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

(3) **Other Benefits**

Casual employees shall be paid any earned shift premium, special allowance, overtime, on-call, call-back and call-back travel allowance pay, isolation allowance, and premium pay for work on a paid holiday.

The provisions of Article 56 Payment of Wages, Article 61 Wage Schedule Classifications, Article 62 Wage Schedules, and Article 6.06 Superior Benefits, apply to casual employees.

(4) **Health and Welfare Coverage**

(a) **Benefit Entitlement**

All casual employees who have completed 172.8 hours with the Employer may elect to enroll in the following benefit plans – medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

An employee making such an election under this provision must enroll in each and every one of the benefit plans and shall not be entitled to except any of them.

Where a casual employee subsequently elects to withdraw from the benefit plans, she must withdraw from all three plans. Casual employees failing to maintain the required payments, shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll.

(b) **Benefit Premium Refund**

Subject to the following conditions, casuals shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the

Employer at the appropriate rate for the coverage obtained. Such payment is a reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

i) In order to be eligible, casuals, once enrolled in the plan, must have worked 939.6 hours with the Employer during the yearly period October 1 to September 30.

ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.

iii) Employees failing to attain 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.

iv) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

(5) **Benefits for Casual Employees in Temporary Appointments**

Where a job posting under Article 17.02(B) is filled by a casual employee and the casual employee occupies the position in excess of 4 months, she will be entitled to the following benefits:

(a) access to permanent job postings;

(b) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 8% vacation benefit is not to be paid out on every payday but accrued instead;

(c) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 42.01 and be entitled to take such accrued sick leave in accordance with Article 42.02; and

(d) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(H)(4)(a) above for the period subsequent to the first 31 days of the position. After the casual employee has filled the position for a period of 4 months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(H)(4)(a) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

(a) The regular incumbent returns to the position; or

(b) The casual employee is no longer working in the posted position.

(I) **Seniority**

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1879.2) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(B) Seniority – Definition.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

1. Determine the number of hours worked in the 12 month period.
2. Divide by 52.2 weeks.
3. Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

(J) **Overtime Pay**

(1) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:

(a) The hours of work in one day exceed either:

i) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or

ii) the length of the extended shift offered and accepted.

(b) For any shifts worked in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.

(c) For any shifts worked in excess of 6 consecutive shifts where the shift length is between 7.2 and 8 hours.

(d) For any shifts worked in excess of 5 consecutive shifts

where 3 or more of the 5 are greater than 8 hours in length.

(e) For any shifts worked in excess of 6 consecutive shifts where 4 or more of the 6 are between 7.2 and 8 hours in length.

(2) Overtime for shift care and client specific nursing assignments will be payable in accordance with current practice. (Reference Article 11.04(A)(5) and 11.04(A)(9)).

(K) **Probationary Period**

(1) Newly hired casual employees will be probationary during their first three months of employment or 468 hours worked, whichever is greater.

(2) For nurses working client specific assignments from home support agencies, the probation period for newly hired casual employees shall be 468 hours worked.

(L) **Employer Approved Education Programs**

Casual employees attending Employer approved education programs paid for by the Employer and/or HLAA, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of 156 hours at the employee's regular hourly rate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS

12.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Article 61 Wage Schedule Classifications.

12.02 Anniversary Date

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference Article 6.07 Superior Benefits and Article 12.03 Increments).

12.03 Increments

A regular employee shall be entitled to increments based on a year's length of service subject to Article 37 Leave – General.

ARTICLE 13 – SENIORITY

13.01 Definition

(A) Regular Employee

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.

(B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1879.2) hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within 30 calendar days shall retain her seniority accrued as a regular employee.

13.02 Worksite Seniority

Seniority relates to worksite seniority only and is not portable with the exception of transfers pursuant to the Employment Security and Labour Force Adjustment Agreement (ESLA) outlined in Appendix A.

13.03 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

(A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
(B) absence due to maternity leave as provided for in this Agreement;
(C) absence due to any paid leave for the period of the leave;
(D) absence due to the conduct of Union business;
(E) absence due to lay-offs, for the first twenty (20) work days;
(F) absence due to a general unpaid leave of absence, for the first twenty (20) work days.
(G) absence while on a long-term disability claim.

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

13.04 Employment in Excluded Positions and Within Other Bargaining Units

(A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date

of leaving the bargaining unit, for a period of ninety (90) calendar days.

(B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority.

13.05 Merged Seniority Lists

Seniority lists for employees covered by this collective agreement will be merged at the worksite regardless of Union membership.

13.06 Seniority Lists

(A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within each Union. The lists shall be posted on each Union bulletin board and a copy shall be forwarded to the Head Office of each of the Unions.

The seniority list shall contain the following information:

i) name;

ii) status (regular full-time, regular part-time, casual);

iii) wage schedule classification;

iv) start date;

v) total hours for casuals;

vi) job titles;

vii) worksite;

viii) Social Insurance Number (subject to (B) below).

(B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

(C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

ARTICLE 14 – PROBATIONARY PERIOD

(A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer. The term "three (3) months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

(B) For employees working in Community-Based Services, all regular full-time employees shall be probationary during their first 3 months of employment. For regular part-time employees, the probationary period shall be 468 hours worked.

(C) By mutual written agreement between the Employer and the Union, the probationary period may be extended.

(D) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

15.01 Employee Termination

(A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.

(B) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.

(C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.04 (scheduling of vacation).

(D) Provided that 28 days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

15.02 Waiver of Notice

The Employer may waive the written notice as set forth in Article 15.01.

15.03 Notice – Penalty

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to 8% shall be paid 6%; an employee entitled to 10% shall be paid 8%; etc.

15.04 Employer Terminations

(A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 Resolution of Employee Dismissal or Suspension Disputes.)

(B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 Grievances and Article 10 Arbitration.)

ARTICLE 16 – EMPLOYEE EVALUATION

16.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

16.02 Employee Rights

(A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.

(B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.

(C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

16.03 Records Removed

Upon request of the employee, all record of any disciplinary

action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

ARTICLE 17 – VACANCY POSTINGS

17.01 Postings

(A) The Employer shall post notice of all nursing vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.

(B) Notwithstanding Article 17.01(A) above, nursing vacancies in mental health services and in extended and intermediate care services will be dual posted for RN's and RPN's.

(C) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.

17.02 Temporary Appointments

(A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.

(B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

(C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

17.03 Temporary Positions

(A) The Employer may create regular temporary positions for

vacation relief for more than one (1) incumbent for up to six (6) months duration.

(B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.

(C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

17.04 Regular Float Positions

Where the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A) the Employer will establish float positions. To ensure the full utilization of these float positions, the Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 17.01 Postings.

A float nurse is a regular employee who is utilized for work as defined in Article 11.04(A) on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite.

17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status

(A) Where an increase or decrease in hours is required in a unit, ward, or program, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.

(B) Where a change in scheduled hours results in an on-going

change in an employee's FTE status of +/- 0.03 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

17.06 Posting of Successful Candidate

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope.

ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.06. The Employer shall provide such reasons within a further fourteen (14) calendar days.

18.02 Filling Vacancies (Applicable to Acute Care Component)

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

18.03 Filling Vacancies (Applicable to Continuing Care Component)

In the promotion, transfer or demotion of all classifications of employees covered by this Agreement, efficiency, qualifications and competency will be the primary consideration as they relate to the new position and where such requirements are equal, seniority will be the determining factor.

18.04 Qualifying Period

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in her new position for a period of ninety (90) calendar days.

If a regular employee is promoted or transferred to a position either within or outside the certification and is found to be unsatisfactory, she shall be returned to her previously held position.

If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, she shall be returned to her previously held position.

18.05 Orientation and Training

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite or new to the unit/ward to enable the employee to adjust.

Orientation shall include:

(A) fire and disaster plan
(B) organizational structure
(C) relevant policies and procedures
(D) physical layout of the worksite and unit
(E) duties of the position

Employees required to attend such programs will be paid at the applicable rate of pay.

18.06 Returning to Formerly Held Position

(A) From Outside of Bargaining Unit
The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.04 Employment in Excluded Positions and Within Other Bargaining Units.)

(B) From Within Bargaining Unit
A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

(C) Other Employees Affected
Any other employee who was promoted or transferred as a

result of the promotions or transfers as stated above, shall be returned to her formerly held position under the same terms and conditions as stated in (B) above.

18.07 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of fifty dollars ($50.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

18.08 Increment Anniversary Date

A promotion shall not change an employee's increment anniversary date. (Reference Article 12 – Anniversary Date and Increments.)

18.09 Temporary Assignment to a Lower Rated Position

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

18.10 Voluntary Demotion

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

ARTICLE 19 – LAY-OFF & RECALL

Employment Security and Labour Force Adjustment Agreement (ESLA): the Report and Recommendations of Industrial Inquiry Commissioner V.L. Ready Dated May, 1996 is attached to and forms part of this Collective Agreement at Appendix A.

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

19.01 Displaced Employees

In the event of a reduction in the work force, regular employees shall be laid-off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid-off.

An employee who is qualified and yet unwilling to do the work shall be laid-off.

(A) **Notice to the Union**

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

(B) **Displaced Employees' Options**

A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list (see Article 13.05) and information regarding labour adjustment options.

Displaced employees will notify the Employer in writing, no later than 14 (fourteen) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B)(1) or Article 19.01(B)(2).

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions at their worksite (the worksite restriction is not applicable to existing local agreements, multi site Employers with merged seniority lists, or to community nurses bumping within or between programs).

(1) **Vacancies**

(a) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for 2 months prior to the issuance of displacement notices.

(b) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

(2) **Bumping**

(a) Displaced employees can elect to bump to a position in line with seniority (subject to 2(b) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

(b) Displaced employees will choose a position to bump into by designating:

i) the FTE;

ii) the unit/ward/program (program for community nurses only); and

iii) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.

They will then bump to the position held by the junior employee with the designated FTE, shift pattern and unit/ward/program (program for community nurses only). Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 19.01(B).

(c) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.

(d) If an employee who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.

(e) An employee selecting or bumping into a position under Article 19.01(B)(1) or 19.01(B)(2) shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid-off.

(f) Any change in position under Article 19.01(B)(2) shall not result in a promotion unless agreed upon between the Union and the Employer.

(g) A displaced employee filling a lower rated position under 19.01 (B)(1) or (2) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are

qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

(3) **Lay-off**

If a displaced employee finds there is no satisfactory position available to her, she may elect lay-off.

(4) **Access to Casual Work**

A laid-off employee may have access to casual work without affecting her status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 19.03.

(5) **Severance Allowance**

A laid-off employee shall be entitled to severance allowance pursuant to Article 55.

19.02 Advance Notice

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

(A) **Regular Full-Time Employees**

(1) less than five (5) years' service – twenty-eight (28) calendar days' notice

or

regular pay for twenty (20) work days;

(2) minimum of five (5) years' but less than ten (10) years' service – forty (40) calendar days' notice

or

regular pay for thirty (30) work days;

(3) more than ten (10) years' service – sixty (60) calendar days' notice

or

regular pay for forty (40) work days.

(B) **Regular Part-Time Employees**

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month *(excluding overtime) x **(work days) in lieu of notice}}{\text{(156.6 hours)}}$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

** Entitlement as in (A)(1), (2) or (3).

(C) **Application**

(1) service with a previous Employer shall not be included as service for the purpose of this Article;

(2) the period of notice must be for the time scheduled to be worked and must not include accrued vacation.

19.03 Benefits Continued

(A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 37 – Leave – General.)

(B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.

(C) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.

(D) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

19.04 Recall

(A) Should regular vacancies occur following lay-off, those employees on lay-off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.

Laid-off employees may decline recall to one regular position without affecting their lay-off status.

(B) The Employer shall give seven (7) calendar days notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.

Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to

another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

(C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.

(D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.

(E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

19.05 Recall Period

Post probationary employees who are laid-off beyond a one year period of time shall be deemed to be terminated. Probationary employees who are laid-off beyond a three month period of time shall be deemed to be terminated.

19.06 Leaves of Absence

Employees on leave of absence are not subject to lay-off until completion of such leave.

ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION

20.01 Technological Policy

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

20.02 Technological Displacement

(A) Employee Notified

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

(B) Union Notified

(1) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.

(2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 – Arbitration.

20.03 Wages on Reassignment

An employee reassigned to a lower rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at her current wage rate until the wage rate in the new position equals or exceeds it.

20.04 Lay-Off Due to Technological Change

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 19 – Lay-Off and Recall.

ARTICLE 21 – CREATION OF NEW POSITION

21.01 Employer Notice

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61.

21.02 Implementation

(A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

(B) **Job Classification Review Procedure**

i) Where the Union has initiated the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the

questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representatives.

ii) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 21.02 (B)(i), representatives of the Union and HEABC shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.

iii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Stephen Kelleher, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B)(ii)) as the parties in determining the appropriate classification/wage level for the job in question.

iv) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

(C) If the Union objects to the wage structure established by the Employer and by negotiation or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employee's date of employment in the new position.

ARTICLE 22 – CHANGE IN CLASSIFICATION

22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61.

22.02 Implementation

(A) The Union will notify the Employer within forty-five (45) days

of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

(B) **Job Classification Review Procedure**

i) Upon initiation of the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representative.

ii) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 22.02 (B)(i), representatives of the Union and HEABC shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.

iii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Stephen Kelleher, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B)(ii)) as the parties in determining the appropriate classification/wage level for the job in question.

iv) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

(C) If the Union objects to the wage structure established by the Employer, and through negotiations or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.

22.03 Employee Grievance

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 22.02(B) above shall be utilized.

ARTICLE 23 – JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

ARTICLE 24 – JOB CLASSIFICATION AND PAY EQUITY PROCESS

The parties agree to the principles of pay equity.

ARTICLE 25 – WORK SCHEDULES

25.01 Master Work Schedule

Each Employer shall develop a master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

25.02 Determination of Work Schedules

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

25.03 Flexible Hours

The Employer and employees at each worksite agree to cooperate in developing and implementing mutually agreed flexible hours for scheduling particular positions. HEABC and the Union will consider and, if acceptable, approve variations to the agreement to accommodate this Article. Flexible scheduling arrangements awaiting approval shall remain in place until reviewed by the parties.

25.04 Posting of Work Schedules

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

25.05 Requirements of Work Schedules (Acute Care Component)

(A) Work schedules may take the form of either two shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer.

(B) The employee may request in writing to work fixed evening or night shift.

(C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.

(D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.

(E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.

(F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 – Definitions.)

25.06 Requirements of Work Schedules (Continuing Care Component)

(A) A regular employee will not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed by the Employer.

(B) Work schedules may take the form of either two (2) shift or single (1) shift rotations. This provision may be waived by mutual agreement between the Employer and the employ-

ee(s). This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work days.

(C) Except by agreement between the Employer and the employee concerned, each regular employee will receive two (2) clear off-duty shifts when changing shifts, and at least forty-eight (48) hours off-duty after completing the employee's last night shift.

25.07 Requirements of Work Schedules (Employees on Flexible Work Schedules)

This Article applies to all nurses who are employed in a program which provides other than 24 hour per day inpatient or residential care services (without restricting the generality of the foregoing, these shall include such services as home support, home care, long-term care case management, health promotion and prevention, and community mental health.)

(A) The Parties recognize the particular and unique needs of clients dealing with community based health care services and that the provision of such services cannot always be predicted accurately in advance. In the interest of client care, it is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of the services. In this regard, the parties agree that work schedules for employees engaged in such activities will be scheduled on a flexible basis.

(B) The scheduled hours of work for nurses within this program shall be flexible to a maximum of 144 hours within a four (4) week period. The Employer will identify each 4-week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.

(C) It is intended that the base schedule to which flexibility is to be applied shall be a 7.2 hour work day.

(D) In planning the proposed schedule, the 7.2 hour work day may be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.

The planning may also include the identification of possible day(s) or partial day(s) off. These day(s) are scheduled in anticipation of the employee working sufficient flexible time in excess of the base daily full-shift hours. It is understood that such day(s) off or partial day(s) will in fact be earned. It is also understood that employees are entitled to benefits in accordance with the base daily full-shift work day, as applicable while on paid or unpaid leaves of absence.

(E) Once posted the proposed daily schedule of hours can also be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.

(F) The employee shall keep an accurate record of actual hours worked which will be submitted to his/her supervisor.

(G) The Employer shall make every effort to notify an employee of any anticipated changes to the length of the work day.

(H) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four-week period, it is agreed that no premium or penalty contemplated in Article 28 (Shift Differential) or 27 (Overtime) of the Provincial Agreement shall apply where it results from an employee exercising his/her right to flexible work arrangements pursuant to this Article. (See Appendix "S")

(I) Increases or decreases in caseload shall be a determining factor in the scheduling of hours of work within the four (4) week averaging period.

The parties agree that notwithstanding the above paragraph, the proposed daily schedule of hours of a regular part-time or casual employee who is working a flexible work schedule may be cancelled.

(J) To ensure adequate services for the Public and still maximize the number of employees with weekends scheduled off and evenings scheduled off, it may be necessary to schedule, by mutual agreement at the local level, six consecutive days.

(K) Flexible work schedules may be cancelled by either the employee or the Employer. Upon giving written notice of cancellation to the other party, new schedules will be implemented within ninety (90) days of the date of such notice. The new work schedules will comply with the conditions applicable to Continuing Care work schedules (i.e. Articles 25.06(A) to (D)).

25.08 Insufficient Notice

(A) Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change. (Reference Article 39.04(D) Changes in Schedule with Insufficient Notice.)

(B) Insufficient notice shall not apply to employees working for home support agencies, except for Field and RN Supervisors.

25.09 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

(A) prior approval of such exchange is given by the employee's immediate supervisor; and

(B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

25.10 Leave of Absence Refused

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

(Article 33 – Leave – Compassionate, Article 34 – Leave – Court Appearance, and Article 42 – Leave – Sick, do not apply.)

25.11 Extended Work Day Memorandum

Variations to this article to provide for extended work days are contained in the Extended Work Day Memorandum attached to and forming part of this agreement.

25.12 Three Different Shifts Worked (Where operations are on a 24 hour continuous basis)

(A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.

(B) On implementation of revised work schedules as outlined in 25.05(A) regular employees shall not be required to work three different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

26.01 Hours of Work

There shall be an average of 36 work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of 36 hours per week. The normal daily full shift hours shall be 7.5 hours except for existing positions whose normal daily full shift hours are 7.2 hours. Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than 7.5 hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 25.02).

The base day for benefit calculation purposes is 7.2 hours.

26.02 Consecutive Hours of Work

The daily hours of work for each employee shall be consecutive with the following exceptions:

(1) Client specific nurses working from home support agencies working more than one (1) scheduled shift per day shall have the right to refuse split shifts except those confined to a twelve (12) consecutive hour period.

(2) Employees subject to a flexible work schedule arrangement may work split shifts, where the employee requests a split shift and the Employer agrees.

26.03 Meal Periods

(A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period.

(B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:

(1) the employee is scheduled to work a 7.2 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.2 hour shift, then the employee shall receive 7.7 hours pay at regular rates;

(2) the employee is scheduled to work a 7.2 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.2 hour shift, then the employee shall receive 7.2 hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;

(3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.

(C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.

(D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 Overtime.

26.04 Rest Periods

Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours will receive one fifteen (15) minute rest period.

26.05 On-Call Time

Hours of work shall not include on-call time.

26.06 Standard/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 27 – OVERTIME

27.01 Definition

(A) Except as in (B) below, overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 26.01 Hours of Work.

(B) For employees working a flexible schedule pursuant to Article 25.07 – Requirements of Work Schedules, overtime means authorized work performed in excess of 144 hours in a designated four week period, which shall be compensated at the rate of time and one-half of the employee's regular rate of pay.

It is understood that every reasonable effort will be made to schedule earned time off within the proposed schedule. Notwithstanding the paragraph above, in the event that an employee is unable to do so, it will be carried over to the next four (4) week period where it shall be scheduled off at a mutually agreeable time.

27.02 Authorization

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

27.03 Employee's Right to Decline Overtime

(A) **General Rights**

The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

(B) **Double Shift and Work on a Scheduled Day Off**

A regular full-time employee may be requested by the Employer to work on only one (1) of her scheduled days off per week, or to work a double shift. The decision to work the scheduled day off or the double shift remains with the employee.

27.04 Application

(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.

27.05 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

(A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:

(1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 Hours of Work;

(2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 26.01 Hours of Work.

(B) Overtime at the rate of double (2) time shall be paid on the following basis:
(1) for all hours in excess of those worked in (A)(1) above;
(2) for all hours in excess of those worked in (A)(2) above;
(3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
(a) (i) in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.
(ii) In excess of 6 consecutive shifts where the shift length is between 7.2 and 8 hours.
(iii) In excess of 5 consecutive shifts where 3 or more of the 5 are greater than 8 hours in length.
(iv) In excess of 6 consecutive shifts where 4 or more of the 6 are between 7.2 and 8 hours in length.
(b) more than 216 straight time hours over the course of three consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

(C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
(1) for all overtime hours worked on a calendar paid holiday;
(2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

ARTICLE 28 – SHIFT PREMIUM AND WEEKEND PREMIUM (This Provision is not applicable to certain Employers. See Article 25.07(H))

28.01 Application

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked in conjunction with the evening or night shift.

28.02 Shift Premium

The evening shift premium shall be 70¢ per hour. Effective April 1, 2001, the night shift premium shall be $1.75 per hour.

28.03 Weekend Premiums

Effective April 1, 2001, an employee shall be paid a weekend premium of $1.00 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

28.04 Super Shift Premium

Effective April 1, 2001, an employee shall be paid a super shift premium of $1.00 per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN

29.01 Definitions

(A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.

(B) Call-back means the period during which an employee is scheduled off-duty and is either:

(1) on-call and reports to duty at the Employer's request, or

(2) is not on-call and returns to duty, at the Employer's request, after the completion of her shift.

(C) Call-in means the period of time that a regular part-time or casual employee reports for duty, at the Employer's request, for unscheduled work.

29.02 Application

During the time the employee is receiving call-back pay, the on-call premium shall not apply.

29.03 On-Call

(A) **Premium**

Effective April 1, 2001, an employee on-call shall be paid a pre-

mium of $2.00 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive $2.50 per hour.

Effective April 1, 2002, an employee on-call shall be paid a premium of $3.00 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive $4.25 per hour.

(B) **On-Call Limited**
Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

(C) **Pagers**
Should the Employer require an employee to have a pager or beeper available during her on-call period, then all such related expenses for such devices shall be the sole responsibility of the Employer.

29.04 Call-Back (This Provision is not applicable to certain Employers. See Article 29.04 Section 2: Community-Based Services)

(A) **Compensation**
Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 for each separate call-back.

(B) **Call-Back on a Paid Holiday**
An employee receiving the on-call premium specified in Article 29.03 and who is called back to work on any of the paid holidays listed in Article 39 shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

(C) For the purposes of this Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not scheduled to work.

29.05 Application of Call-Back

(A) **Functions of Employee on Call-Back**
Employees called back to work shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.

(B) **Employee Option: Time Off or Cash**
Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time

off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer.

29.06 Call-Back Travel Allowance

An employee called back to work shall receive call-back travel allowance as follows:

(A) (i) effective July 1, 2001, forty-two cents ($0.42) per kilometer;

(ii) effective April 1, 2002, forty-three cents ($0.43) per kilometer;

(iii) effective April 1, 2003, forty-four cents ($0.44) per kilometer.

OR

(B) where public or private transportation facilities are not available, taxi fare from home to hospital and return.

In either (A) or (B) above, an employee shall be paid a minimum of two dollars ($2.00) for each round trip.

29.07 Call-In

A regular part-time or casual employee reporting to work at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

29.08 Insufficient Off-Duty Hours (This Provision is not applicable to certain Employers. See Article 29.08 Section 2: Community-Based Services)

If an employee works overtime immediately following her regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of 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 next shift until she 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 their supervisor in advance of the fact that they will not be reporting for duty at her 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 30 – RESPONSIBILITY PAY

An employee designated for a minimum of one full shift to relieve in a higher rated position within the bargaining unit, or a DC1 or PS1 level general duty nurse designated in charge of a ward, unit or worksite for three (3) hours or more shall be paid an allowance of $0.90 per hour. Effective April 1, 1999, this allowance shall be $1.25 per hour.

For small Employers such as adult day care agencies, mental health and home support the following shall apply:

A special allowance of $6.75 per shift shall be paid to nurses designated in charge of a worksite for a specified shift. Effective April 1, 1999, this allowance shall be $9.38 per shift.

A special allowance of $0.90 per hour shall be paid to a DC1, PS1, or CH1 level nurse who is designated to relieve in a higher rated position within the bargaining unit. Effective April 1, 1999, this allowance shall be $1.25 per hour.

An employee cannot receive both premiums referenced above on any given shift.

ARTICLE 31 – NON-DISCRIMINATION

(A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia

(B) The Employer and the Union 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.

(C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.

(D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties agree to cooperate in the promotion of safe work

habits and safe working conditions and 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. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

32.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the joint Occupational Health and Safety Committee in promoting a safe and healthful workplace.

The parties agree that a Joint Occupational Health and Safety Committee shall be established for each Employer covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations 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. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

The Union further agrees to actively pursue with the other Health Care Unions a Joint Union Committee for the purposes of this Article.

The Employer agrees to provide or cause to be provided to Employer members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

Such training and orientation shall take place within six (6) months of taking office.

32.02 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse affect on the employee's health.

32.03 Safe Workplace

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

(B) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall 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-services and/or instruction in caring for the violent patient will be provided by the Employer.

(C) 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/clients 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.

32.04 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employees' physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence until maternity leave commences.

32.05 Provision for Immunizations

(A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

(B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

32.06 Workload

An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:

(a) investigate the difference;
(b) define the issue in the difference; and
(c) make written recommendations to resolve the differences.

ARTICLE 33 – LEAVE – COMPASSIONATE

33.01 Application

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for three (3) work days.

Up to two (2) additional days with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

33.03 Leave – Without Pay

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay. (Reference Article 43 Leave – Special.)

ARTICLE 34 – LEAVE – COURT APPEARANCE

(A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.

(B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

(C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.

(D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

ARTICLE 35 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS

35.01 Transfer of Function

Where the Employer has agreed to a transfer of function, it will be the responsibility of the Employer to provide in-service programs/training to all nurses required to perform the function.

Employees required to attend such programs will be paid at the applicable rate of pay.

35.02 In-Service Programs

The parties to this collective agreement recognize the value of in-service education both to the employee and the Employer.

(A) The Employer reserves the right to identify specific in-service programs deemed compulsory.

(B) Employees required to attend such programs will be paid at the applicable rate of pay.

35.03 General Education Programs

(A) **Employer Requested Leave**

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, necessary travelling and subsistence expenses. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

(B) **Duration and Expenses**

A regular employee shall be granted leave from scheduled

work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.

(C) **Employee Requested Leave**
The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed nine (9) days of Employer contribution from April 1, 1992.

(D) **Leave on Day Off**
Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

(E) **Employer Approved Education Programs**
Regular employees attending Employer approved education programs where the Employer and/or HLAA pays 156 hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

ARTICLE 36 – LEAVE – ELECTIONS

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

ARTICLE 37 – LEAVE – GENERAL

37.01 Application

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable Superannuation or pension plans, provided the employee continues to remit her con-

tributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 44.01(G) and Article 44.02 (a), (b), and (c) – Leave – Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

37.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

37.03 Increments

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 Anniversary Date and Increments.)

ARTICLE 38 – PARENTAL LEAVE

38.01 Natural Mother

(A) **Maternity Leave**

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(1) **Benefits**

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For the balance of an seventeen (17) week period, i.e.

seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) **Parental Leave**

Within the fifty-two (52) week leave period granted under 38.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(1) **Benefits**

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) **Special Circumstances**

(1) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (A) above.

A request for special circumstances leave pursuant to Article 38.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

(2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken

(3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 38.01 is limited to sixty-three (63) weeks.

(4) **Benefits**

For additional leaves arising from subsections (C)(1) or (2) above, the service of an employee shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) **Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 38.01(A), (B), or (C), will be unpaid leave without any benefits.

(E) 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.

(F) An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.

(G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

(H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

38.02 Natural Father

(A) **Parental Leave**

On four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

(1) **Benefits**

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment

to the plans in the same manner as if the employee was not absent.

(B) **Parental Leave Beyond Thirty-Seven (37) Weeks – Special Circumstances**

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(1) **Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) **Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

38.03 Adoptive Parents

(A) **Adoption Leave**

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

(1) **Benefits**

(a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For the balance of an thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 37.01 Leave – General.

(B) **Parental Leave**

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

(1) **Benefits**

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) **Parental Leave Beyond Thirty-Seven (37) Weeks – Special Circumstances**

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

(1) **Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) **Additional Leave**

Any further leave granted beyond the normal thirty-seven (37)

week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

38.04 Return To Employment

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her previous position or to a comparable position, with all increments to wages and benefits to which she would have been entitled during the period of her absence.

38.05 Bridging of Service

If a regular employee, who is employed for an Employer as defined in Article 1.02 of the Provincial Collective Agreement, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

(A) The employee must have completed three (3) years of service with the Employer.
(B) The resignation must indicate that the reason for termination is to raise a dependent child or children.
(C) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
(D) This bridging of service will apply to an employee who is employed by an Employer party to this Provincial Agreement and applies for and receives a regular position at the same worksite.
(E) The employee must serve a three month probationary period.
(F) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

38.06 SEB Plan

The parties agree to establish and administer a Supplemental Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant to the Provincial Collective Agreement.
2. All regular employees employed by the Employer who are in the Nurses' bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.

3. The benefit level for eligible employees under the Plan is as follows:
   (a) Maternity leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:
      • effective September 1/95
        - 85% of normal weekly earning
   (b) Fifteen additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:
      • effective September 1/95
        - 85% of normal weekly earnings
   (c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
   (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.
   The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.
5. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
   (a) not be in receipt of sick leave benefits;
   (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
   (c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
      i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
      ii) she works less than the required number of hours (15 hours per week); or

iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.

6. The Plan will continue in effect until a new Provincial Collective Agreement is concluded between the parties.
7. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
8. The Employer shall keep a separate accounting record of benefits paid from the Plan.
9. On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.
10. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
11. Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
12. HEABC will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
13. In the event that present or future legislation renders null and void or materially alters any provision of this Article or the SEB Plan entered into between the parties, the following shall apply:
    (a) the remaining provisions of this Article or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;
    (b) The Employer and the Union 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 the provisions of the Provincial Collective Agreement.

ARTICLE 39 – LEAVE – PAID HOLIDAYS

39.01 Paid Holiday Entitlement

Each regular employee shall receive a day off, on or for the following paid holidays and any other general holiday proclaimed by the Federal or Provincial Government:

New Year's Day
Good Friday
Easter Monday
Victoria Day (Queen's Birthday)
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

39.02 Payment for Paid Holidays

(A) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.

(B) A regular part-time employee shall receive the following pay for the aforementioned paid holidays:

$$\text{Days paid* per calendar year (excluding overtime)} \times \frac{\text{regular pay x eleven (11)}}{261}$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

(C) A casual employee receives paid holiday pay as part of pay in lieu of benefits. Reference Article 11.04(H)(2).

39.03 Work on a Paid Holiday

(A) **Regular Employee**

(1) A regular employee required to work New Years Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first 7.2 hours work in the day, provided that Articles 27.05, 29.04, and 39.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

(2) **Super Stats**

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the first 7.5 hours (effective September 30, 1993, 7.2 hours) worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

(B) **Casual Employee**

A casual employee who works on a paid holiday listed in Article 39.03 (A)(1) shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid 2.5 times her rate of pay.

39.04 Premium Rates of Pay

(A) **Overtime**

Overtime at the rate of one and one-half (1.5) times the appro-

priate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 27.05 – Overtime Pay Calculation.)

(B) **Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 29.04: Call-Back on a Paid Holiday.)

(C) **Three Different Shifts Worked in Any Seven Consecutive Days**

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 39.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.

(D) **Changes in Schedule with Insufficient Notice**

Should the Employer change the work schedule without fourteen (14) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

39.05 Paid Holiday Coinciding with a Rest Day

Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay.

39.06 Paid Holiday Coinciding with a Vacation

Where a paid holiday falls within a regular employee's vacation, the employee shall receive an additional day off with pay.

39.07 Scheduling of Paid Holidays

(A) **Application**

Subject to operational requirements reasonably applied, paid holidays whenever possible shall be scheduled for a time which is mutually agreeable to the Employer and the employee concerned.

(B) **Christmas Day or New Year's Day**

Where the worksite operates on Christmas Day and New Year's Day, a regular employee shall receive either Christmas

Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

(C) **Sick Leave**

Where a regular employee has been on sick leave immediately prior to the employee's scheduled paid holiday and immediately following such scheduled paid holiday, then the scheduled paid holiday shall become a day to which sick leave credits shall be applied and the day shall be rescheduled.

ARTICLE 40 – LEAVE – PROFESSIONAL MEETINGS

Leave of absence without loss of pay may be granted for professional meetings not exceeding one week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave of absence.

ARTICLE 41 – LEAVE – PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)

ARTICLE 42 – LEAVE – SICK

42.01 Accumulation

(A) Regular employees are eligible to accumulate sick leave credits based on length of service.

(B) Regular full-time employees shall receive 1.5 working days sick leave credits for each month of service.

(C) Regular part-time employees shall receive sick leave credits for each month of service as follows:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 1.5}{156.6}$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

(D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days. The accumulated balance of an employee's sick leave credits shall not be reduced as a result of a reduction in the work week to 36 hours per week.

Notwithstanding the foregoing, employees with accumulated

sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), as of May 1st, 1978, or in excess of 1123.2 hours (156 working days X 7.2 hours per day), as at the first pay period prior to September 30, 1993, shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

42.02 Payment

Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized.

Regular part-time employees shall receive their regular pay for scheduled work hours lost.

42.03 Proof of Sickness

Sick leave with pay is only payable because of sickness or injury and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days.

42.04 Benefits Accrue

When an employee is on paid sick leave all benefits of this Agreement shall continue to accrue.

42.05 Notice Required

Employees must notify the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

42.06 Expiration of Sick Leave Credits

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits. (Reference Article 37 Leave – General and Article 46.05 and 46.11 Long-Term Disability Insurance Plan.)

42.07 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 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. (See also Appendix "W")

(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 paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

(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 13 & Article 19.

(F) **Emergency Appointments**
Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation, shall be paid for from the employee's accumulated sick leave.

42.08 Enforceable Legal Claim

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

42.09 Appointments

(A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off-duty hours.
(B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.
(C) The employee will be required to furnish proof of need in both (A) and (B) above.

42.10 Six Months Service

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six (6) months shall be returnable to the Employer. Previous experience of an employee who has changed employment under the portability provision of this Agreement shall count towards this six (6) month period. In effect the employee only has to work a total of six (6) months qualifying time. (Reference Article 51 – Portability of Benefits.)

42.11 Cash-In of Sick Leave Credits

(A) Employees leaving the work force on or after their 55th birthday will be entitled to a cash payment equal to forty per cent (40%) of the value of their accumulated sick leave credits,

based on their existing salary at the time of leaving the work force.

(B) The cash pay out of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.

(C) In the event a nurse rejoins the work force, she will not be entitled to any second pay out of sick credits on any subsequent departure from the work force.

(D) Employees who are dismissed for just cause shall not be entitled for a payout as contemplated in this article.

42.12 Sick or Injured Prior to Vacation

In the event an employee is sick or injured prior to the commencement of her 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 agreed to by the Employer, or the time shall be credited for use at a later date.

42.13 Voluntary Treatment

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 42.06 shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 43 – LEAVE – SPECIAL

43.01 Accumulation

An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days at the rate of one-half (0.5) day every four (4) weeks. The accumulation of special leave credits shall commence January 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

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 hour (25 days X 7.2 hours) as of the first pay period prior to September 30, 1993, up to and including the previous maximum of 187.5 hours (25 days X 7.5 hours), shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 180 hour, no further credit shall be earned until the accumulated balance is reduced below 180

hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 180 hours.

43.02 Application

Special leave shall be granted as follows:

(A) marriage leave – five (5) days;
(B) paternity leave – one (1) day;
(C) for serious illness of a spouse or child, residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care – up to two (2) days at one time;
(D) leave of one (1) day may be added to three (3) days compassionate leave;
(E) leave of one (1) day may be taken for travel associated with compassionate leave.

ARTICLE 44 – LEAVE – UNION

44.01 Applicable to Acute Care Component

An employee on an unpaid Union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:

(A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time;
(B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union;
(C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations;
(D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference;
(E) selected by the Union or its members as a delegate to attend regional Bargaining Conference;

(F) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite;
(G) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 37;
(H) an employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

The employee shall be entitled to return to her former position with the Employer, and shall be provided with an adequate period of orientation upon her return to work.

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

44.02 Applicable to Continuing Care Component

(a) Subject to the operational requirements of the Employer and on reasonable notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
(b) Unpaid leave of absence will be granted to members of the Union's bargaining committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
(c) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council/Board and members of Council/Board committees in lieu of missed scheduled days off.
(d) Employees on leave of absence pursuant to (a), (b), and (c) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.
(e) An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for

the period during which the employee holds the position. Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave, and special leave accumulation. The Employer will continue to pay premiums for medical, dental, extended health, group life, and LTD for the first three (3) months of the leave and the Union will reimburse the Employer for the costs of such benefits.

It is further agreed that in the event the employee becomes disabled during this three (3) month period and is not covered by paid sick leave, the employee shall continue to be covered on the Employer's LTD Plan providing the Employer is reimbursed by the Union for the cost of this benefit.

The employee shall be entitled to return to the employee's former position with the Employer, and shall be provided with an adequate period of orientation upon return to work.

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

ARTICLE 45 – LEAVE – VACATION

45.01 Vacation Entitlement

(A) Regular employees shall be entitled to vacation leave based on length of service.

(B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement (see exception under Article 45.07).

(C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

20 work days after 1 year of continuous service
20 work days after 2 years of continuous service
20 work days after 3 years of continuous service
20 work days after 4 years of continuous service
21 work days after 5 years of continuous service
22 work days after 6 years of continuous service
23 work days after 7 years of continuous service
24 work days after 8 years of continuous service
25 work days after 9 years of continuous service
26 work days after 10 years of continuous service
27 work days after 11 years of continuous service
28 work days after 12 years of continuous service
29 work days after 13 years of continuous service
30 work days after 14 years of continuous service

31 work days after 15 years of continuous service
32 work days after 16 years of continuous service
33 work days after 17 years of continuous service
34 work days after 18 years of continuous service
35 work days after 19 years of continuous service
36 work days after 20 years of continuous service
37 work days after 21 years of continuous service
38 work days after 22 years of continuous service
39 work days after 23 years of continuous service
40 work days after 24 years of continuous service
41 work days after 25 years of continuous service
42 work days after 26 years of continuous service
43 work days after 27 years of continuous service
44 work days after 28 years of continuous service
45 work days after 29 years of continuous service
(Reference Article 51 – Portability)

(D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 inclusive x regular pay}}{261} \times \text{yearly vacation entitlement}$$

* includes leave without pay up to twenty (20) days

(E) Regular employees with less than one (1) year's service on the July 1 cut-off date shall receive vacation leave calculated as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 inclusive x regular pay}}{261} \times \text{yearly vacation entitlement}$$

* includes leave without pay up to twenty (20) days (reference Article 37 Leave – General)

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 45.04 Scheduling of Vacation.

45.02 Terminating Employees

(1) When a regular employee with more than twelve (12) months' service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less

vacation pay if any, paid in accordance with this Article. Such vacation entitlement shall be calculated as follows:

$$\frac{\text{Days paid* (excluding overtime) to June 30 (in previous vacation x regular pay)}}{261} \times \text{yearly vacation entitlement}$$

+ (plus)

$$\frac{\text{Days paid* (excluding overtime) to July 1 in the vacation year to the date of termination (inclusive) x regular pay}}{261} \times \text{yearly vacation entitlement}$$

* includes leave without pay up to twenty (20) days (reference Article 37 Leave – General)

(2) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.

(3) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

45.03 Supplementary Vacation

The supplementary vacations as set out below 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.

(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 1 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 1 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 1 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 1 in each year.

(E) Upon reaching the employment anniversary of forty-five 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 1 in each year.

45.04 Scheduling of Vacation

(A) The Employer shall permit annual vacations to be taken during the entire year.

(B) The scheduling of vacations shall be subject to the operational requirements of the Employer.

(C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and HEABC.

(D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.

(E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

(F) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

(G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

45.05 Vacation Entitlement Earned During Vacation

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

45.06 Vacation Pay Advance

Vacation pay to which an employee is entitled shall be made to the employee at least seven (7) calendar days before the beginning of her vacation, provided the employee gives the Employer at least fourteen (14) days' written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.

45.07 Transfer from Other Vacation Accrual Dates

For Employers who currently operate on a vacation accrual system based on some other timeframe than July 1 to June 30 (i.e., calendar year, April 1 to March 31 fiscal year, etc.), they shall move to the Provincial Agreement language (Article 45.01 – 45.06) effective July 1, 1997 when they will commence to accrue vacation entitlement to be taken during the 1998 calendar year.

ARTICLE 46 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

Note: Refer to Article 46 of the 1996 – 1998 PCA for the Health and Welfare Benefits that are in effect until April 1, 1999, for Group A, B, and C Employers. Effective April 1, 1999, the following Health and Welfare Benefits are in effect for all Employers:

46.01 Medical Coverage

(A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.

(B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

(C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.

(D) The medical plan becomes effective on the first of the calendar month following date of hire.

46.02 Extended Health Care Coverage

(A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any

other plan mutually acceptable to the Union and the Employer (See also Appendix "X"). The plan benefits shall be expanded to include:

(1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars ($600) per person in each four (4) year period; and

(2) Vision care coverage providing two hundred and twenty-five dollars ($225) every twenty-four (24) months per eligible employee or eligible dependent.

(3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.

(B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

(C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.

(D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

46.03 Dental Coverage

(A) (1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix "X").

(2) A regular 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 $2,750 per patient with no run-offs for claims after termination of employment.

(B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

(C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by another dental coverage plan.

(D) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

46.04 Dependents

An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

46.05 Long-Term Disability Insurance Plan

The Employer shall provide a mutually acceptable long-term disability insurance plan, a copy of which shall appear in Appendix "B" – Long-Term Disability Insurance Plan.

The plan shall provide post-probationary regular employees with salary continuation as per Appendix B until age sixty-five (65) in the event of a disability.

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

46.06 Group Life Insurance Plan

(A) **Eligibility**

Regular full-time and regular part-time employees who are on staff on January 1, 1981 or who join the staff following this date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

(B) **Benefits**

(1) The plan shall provide basic life insurance in the amount of fifty thousand dollars ($50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon 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 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.

(C) **Premiums**

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.

ARTICLE 47 – WORKERS' COMPENSATION

(A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 42 – Leave – Sick.)

(B) Opportunities for early return to work for employees on WCB are covered in the Memorandum of Understanding Early Safe Return to Work.

ARTICLE 48 – EMPLOYMENT INSURANCE

48.01 Coverage

Eligible employees shall be covered by the Employment Insurance Act or succeeding Acts.

48.02 Rebates

Premium rebates given by the Employment Insurance Commission shall be paid directly to the employees by the Employer.

ARTICLE 49 – PENSION PLAN

49.01 Municipal Pension Plan

Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 51 – Portability.)

Notwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hiring, decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.

Employees shall be eligible for enrollment 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 the following:

A temporary 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.

Casual employees who have completed two (2) years of continuous employment with earnings from the Employer of not less than thirty-five (35) percent of the year's maximum pensionable earnings in each of 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 not more than ninety (90) days after the date the Plan begins to apply to the employee.

49.02 Retirement Scheme – Proprietary Employers (i.e. For-Profit Employers)

Upon completion of three (3) months' service, eligible employees who work for Employers who operate on a for-profit basis shall be brought within the scope of the Retirement Scheme as outlined in Appendix L.

Effective January 1, 2004, upon completion of 3 months' service, eligible employees who work for Employers who operate on a for-profit basis shall be brought within the scope of the Municipal Pension Plan. The Retirement Scheme for Proprietary Employers as outlined in Appendix L will no longer be in effect as of January 1, 2004. (see Appendix "EE")

49.03 At the request of the employee, the Employer shall provide the employee with pertinent pension plan information.

ARTICLE 50 – EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

(A) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and

(B) assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 51 – PORTABILITY

51.01 Portability

A regular employee who terminates with an Employer as defined in Article 1.02, and is employed within ninety (90) calendar days with the same or another Employer as covered by this Provincial Collective Agreement, is entitled to the portability of benefits as specified in 51.02 below.

Periods of up to ninety (90) calendar days out of service, when porting, shall not count as a discontinuity, but such periods shall be excluded when calculating benefits.

An employee eligible for portability of benefits, who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in her letter of appointment that she is seeking regular employment. In such instance she shall be entitled to portability of benefits specified in 51.02 for a period of 150 calendar days from date of termination at "A".

51.02 Portable Benefits

The Employer from which an employee is porting shall be called "A" and the Employer the employee is porting to shall be called "B".

(A) **Increments**

The salary increment step attained in "A" shall be portable with the provision that the employee shall serve twelve (12) months in "B" at that step. The employee's first day of employment in "B" therefore, becomes her increment anniversary date.

(B) **Leave – Sick**

Sick leave credits which are recognized by "A" shall be credited by "B".

(C) **Leave – Vacation**

Years of service for vacation entitlement earned during previous employment and recognized in "A" shall be credited by "B".

(D) **Medical, Dental and Extended Health Care Coverage**

Coverage for Medical, Dental and Extended Health Care Coverage shall be effective on the first day of the month following the initial date of regular employment.

(E) **Municipal Superannuation**

Eligible employees shall be brought within the scope of the Pension (Municipal) Act as of the first day of employment in "B" (Not applicable to Proprietary Employers i.e. For-Profit Employers).

For the purposes of this provision "eligible employee" means one who has not withdrawn her contribution from the Municipal Superannuation Plan when terminating in "A".

(F) **Qualification Differential**

Employees on staff as of January 1, 1974, who are receiving a qualification differential under Articles 53.01 and 53.04 and who transfer from one Employer to another under Article 51.01 shall port this qualification differential.

(G) **Severance Allowance**

Portability of severance allowance is covered by the provisions of Article 55 – Severance Allowance.

ARTICLE 52 – PREVIOUS EXPERIENCE

52.01 Regular Employees

Where a new employee who does not qualify for portability of benefits under Article 51 is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experi-

ence as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year's experience.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

ARTICLE 53 – QUALIFICATION DIFFERENTIAL

53.01 Special Clinical Preparation

A regular employee with special clinical preparation of not less than four (4) months approved by the Employer, and who is employed in the special service for which she is qualified, shall be paid an additional fifty dollars ($50.00) per month if she has utilized the course within four (4) years prior to employment.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 – Portable Benefits.)

Employees with a Diploma in Advanced Psychiatric Nursing shall receive an additional fifty dollars ($50.00) per month if she has utilized the course within four (4) years prior to employment.

53.02 CHA/CNA and BCIT Courses

A regular employee who has successfully completed the CHA/CNA course Nursing Unit Administration and/or CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management, and is employed in a capacity utilizing the course(s) shall be paid an additional twenty-five dollars ($25.00) per month.

53.03 Registered Psychiatric Nurse

A regular employee who acquires and maintains registration under both the Nurses (Registered) Act and the Nurses (Registered Psychiatric) Act shall be paid an additional fifty dollars ($50.00) per month for clinical preparation.

53.04 University Preparation

A regular employee who has passed an accredited one (1) year university course in nursing shall receive an additional twenty-five dollars ($25.00) per month.

For the purpose of this Article, a Diploma in Public Health shall qualify for the qualification differential only if the employee is employed in the special service for which she is qualified.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 – Portable Benefits.)

53.05 Baccalaureate Degree

(A) **In Nursing**

A regular employee who has received a Baccalaureate Degree in nursing shall receive an additional one hundred dollars ($100.00) per month.

(B) **Other**

This allowance will also be paid to nurses who have a Baccalaureate Degree in Psychology or a Baccalaureate Degree in Health Sciences – Advanced Psychiatric Nursing where this qualification is utilized in the course of the nurse's performance of her normal job duties.

53.06 Master's Degree

(A) **In Nursing**

A regular employee who has received a Master's Degree in nursing shall receive an additional one hundred twenty-five dollars ($125.00) per month.

(B) **Other**

i) This allowance will also be paid to nurses who have a Master's Degree in Psychology where this qualification is utilized in the course of the nurse's performance of her normal job duties.

ii) A regular employee who has received a Master's Degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee's duties, and where such qualification does not form part of the job requirement, the employee shall receive an additional one hundred twenty-five dollars ($125.00) per month.

53.07 Multiple Payments Prohibited

An employee may not qualify for more than one (1) payment under categories in Articles 53.02, 53.04, 53.05 and 53.06.

53.08 Approval of Qualifications

The employee must provide proof of qualifications listed in 53.04, 53.05 and 53.06. The qualifications must be from an accredited Canadian post secondary institution or equivalent.

ARTICLE 54 – ISOLATION ALLOWANCE

(Former public service employees see Appendix "P")

Employees of the institutions listed below shall be paid a lump sum isolation allowance of seventy-four dollars ($74.00) per month.

Alert Bay	- St. George's Hospital
Bella Bella (Waglisla)	- R.W. Large Memorial Hospital
Bella Coola	- Bella Coola General Hospital
Burns Lake	- Burns Lake and District Hospital
Chetwynd	- Chetwynd General Hospital
Dawson Creek	- Dawson Creek & District Hospital
	- Rotary Manor
Fort Nelson	- Fort Nelson General Hospital
Fort St. James	- Stuart Lake General Hospital
Fort St. John	- Fort St. John General Hospital
Hazelton	- Wrinch Memorial Hospital
Houston	- Houston Health Centre
Kaslo	- Victorian Hospital of Kaslo
Kitimat	- Kitimat General Hospital
MacKenzie	- MacKenzie and District Hospital
McBride	- McBride and District Hospital
Nakusp	- Arrow Lakes Hospital
	- Halcyon Community Home Society
New Denver	- Slocan Community Hospital and Health Care Centre
Port Alice	- Port Alice Hospital
Port Hardy	- Port Hardy Hospital
Port McNeill	- Port McNeill and District Hospital
Pouce Coupe	- Peace River Haven Care Society
	- Pouce Coupe Community Hospital
Prince Rupert	- Acropolis Manor
	- Prince Rupert Regional Hospital
Queen Charlotte City	- Queen Charlotte Islands General Hospital
Smithers	- Bulkley Valley District Hospital
Stewart	- Stewart General Hospital
Tahsis	- Tahsis Hospital
Terrace	- Mills Memorial Hospital

Tofino	- Tofino General Hospital
Tumbler Ridge	- Tumbler Ridge Health Care Services Society
Valemount	- Valemount Health Planning Society
Vanderhoof	- St. John Hospital

ARTICLE 55 – SEVERANCE ALLOWANCE

55.01 Eligibility for Severance Allowance

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as calculated in Articles 55.02 and 55.03 providing that the employee falls into one of the following categories:

(A) Employees with ten (10) years' service, who voluntarily leave the Employer's work force after their 55th birthday.

(B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.

(C) (1) Employees enrolled under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability as defined under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable.

(2) Employees who are not enrolled under the Pension (Municipal) Act or Pension (Public Service) Act who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.

(D) Employees with ten (10) years of service who die in service.

(E) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

55.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 55.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

An eligible employee who dies in service shall have the severance allowance paid to her estate.

55.03 Calculation of Severance Allowance

(A) Proportionate payment shall be made to eligible employees for periods of service of less than two (2) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime) in the two year period x 1 week's pay}}{\text{1879.2** x 2}}$$

** In the calculation of severance allowance, hours worked up to the first pay period prior to September 30, 1993 will be based on 1957.5.

(B) Years of service for severance allowance purposes for part-time employees shall be calculated on the following basis:

$$\frac{\text{Total hours paid* (excluding overtime)}}{\text{1879.2**}}$$

* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

(C) Periods of service cannot be used more than once for calculating severance allowance.

55.04 Portability of Service for Severance Allowance Purposes

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

55.05 Service

Service for the purpose of this Article means service with the Employer plus any service ported under Article 55.04.

ARTICLE 56 – PAYMENT OF WAGES

56.01 Wages

Wages shall be paid each employee in accordance with Article 61 – Wage Schedule Classifications, and Article 62 – Wage Schedules.

56.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to their respective dates as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

Unless otherwise provided for in this Agreement, an employee

on staff as of April 1, 2001 shall receive retroactive pay and benefits to April 1, 2001. Employees on staff subsequent to April 1, 2001 but prior to August 9, 2001 shall receive retroactive pay and benefits to the starting date of their employment.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the signing of this agreement.

56.03 Pay Days

Employees working the following shifts shall be paid by cheque or direct deposit no later than:

(A) day shift – on the pay day;

(B) afternoon shift – on the day immediately prior to the pay day;

(C) night shift – coming off the shift the morning of the pay day.

When a pay day falls on an employee's scheduled day off, the Employer agrees to issue the employee's pay check on the last shift worked prior to the pay day, provided the check is available.

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 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 pay, the Employer must provide a manual check at the employee's request.

56.04 Statement of Wages

An Employer shall, on every pay day, give to each employee a separate written statement of wages of her pay period stating:

(A) in the case of an hourly paid employee, the hours worked by her;

(B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;

(C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;

(D) any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;

(E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;

(F) where an employee is paid other than by salary or by the hour,

how the wages were calculated for the work for which payment is made;

(G) the amount being received by the employee;

(H) sick leave credits used within the pay period and accumulated balance;

(I) special leave hours used within the pay period;

(J) vacation hours taken within the pay period.

ARTICLE 57 – GENERAL CONDITIONS

57.01 Escort Duty

When an employee is required to escort a patient, the Employer shall canvass qualified employees in the department for a volunteer. In the event that no employee volunteers, the Employer may then assign an employee to perform the duty.

(A) Escort services performed by the employee shall be considered as work performed while still in the employ of the Employer.

(B) All terms and conditions of the agreement shall continue in force and effect while the employee is on escort duty. Notwithstanding the foregoing:

(1) An employee shall receive her regular pay and where applicable, overtime and other premiums while the patient is in her care.

and

(2) An employee shall be paid her straight time rate of pay for all other hours provided that the employee returns to the place she normally works by the next available, suitable transport.

(C) All accommodations, meals and related expenses shall be paid by the Employer.
(Also see Article 57.01(C) Section 2: Community-Based Services)

(D) Funds may be given to the employee if requested to cover such expenses prior to her leaving for escort duty.

(E) No employee shall be required to travel in a vehicle which does not meet the Transport Canada Safety requirements.

57.02 Use of Personal Vehicle on Employer's Business (Also see Article 57.02(B) and 57.02(C) Section 2: Community-Based Services)

(A) Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary.

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 29.06 or in the case of employees who are covered by Section 2, including mileage allowance as per Article 57.02 (C) in Section 2.

57.03 Personal Property Damage (Also see Article 57.03 Section 2: Community-Based Services)

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

57.04 Laundry

Uniforms provided by the Employer to employees will be laundered by the Employer.

57.05 Registration

(A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act. Such authorization must be in effect on or by March 1 of each calendar year.

(B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

ARTICLE 58 – AMENDMENTS

If either the Association or the Employer wishes to propose amendments to this Agreement, the party proposing such amendments shall notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

ARTICLE 59 – PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient/client/resident care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient/resident/client care including:

(A) nursing practice conditions
(B) safety of patients/clients/residents and nurses
(C) workload.

59.01 The employee with a concern will discuss the matter with her immediate supervisor with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

59.02 If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to her immediate supervisor, the Chair of the Professional Responsibility Committee and the Head of Nursing.

59.03 A Professional Responsibility Committee shall be established with each Employer as defined in Article 1.02.

Composition of the Committee:

(A) Standing Members:
  (1) one member appointed by the employees
  (2) one member appointed by the Employer

(B) Ad Hoc Members:
  (1) the nurse with the concern
  (2) a Union steward
  (3) the immediate supervisor
  (4) the excluded supervisor of the unit

59.04 The standing members shall alternate the chair on a six month rotational basis.

59.05 Meetings of the committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.

59.06 Members of the committee shall have access to all Nursing Department policy and procedure manuals, including workload measurement manuals, as may be necessary to assist in satisfactory resolution of the employee's concerns.

59.07 If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Administrator, the Head of Nursing and the Union. The Administrator and/or Head of Nursing or a designate from nursing shall meet with the employee to discuss resolution of the concern. At her request, the employee may be accompanied by a steward.

The Administrator and/or Head of Nursing or a designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

59.08 If the concern is not resolved to the employee's satisfac-

tion, she may make a written submission to the Board of Directors (or functional equivalent). It is agreed that all parties shall receive copies of any submission or documentation that may be provided to the Board.

59.09 The Board of Directors (or functional equivalent) shall review the submission at their next regularly scheduled board meeting and shall respond in writing to the employee within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the Professional Responsibility Committee members.

59.10 If the employee is not satisfied with the written response from the Board of Directors (or functional equivalent), the employee with a steward or a Union representative, if she so chooses, may make a verbal presentation to a committee of the Board (or functional equivalent) for reconsideration. A further written submission may be presented in support of the verbal presentation.

59.11 The Board of Directors (or functional equivalent) shall respond in writing to the employee within fourteen (14) calendar days following the next regularly scheduled Board meeting. Copies of the response shall be forwarded to the parties contemplated in 59.09.

59.12 If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff, pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

ARTICLE 60 – EFFECTIVE AND TERMINATING DATES

(A) This Agreement shall be effective from April 1, 2001 and shall remain in force and be binding upon the parties until March 31, 2004 and thereafter until a new Agreement has been consummated.

Employers newly certified during the term of this collective agreement and who are added to the Appendix of the Consolidated certification with the Union shall negotiate the application of the terms of this agreement with effective dates as agreed upon between the parties.

(B) The operation of Subsection 2 of Section 50 of the Labour

Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.

(C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

(D) All changes to this Agreement are effective from 30 days after the finalized signing of the Collective Agreement which shall, for this Provincial Collective Agreement, be August 9, 2001, unless otherwise specified.

ARTICLE 61 – WAGE SCHEDULE CLASSIFICATIONS

Nursing jobs have been categorized into four job groups. These are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

	CH	DC	ED	PS
Level 1	CH1	DC1		PS1
Level 2	CH2	DC2	ED2	PS2
Level 3	CH3	DC3	ED3	PS3
Level 4	CH4	DC4	ED3	

ARTICLE 62 – WAGE SCHEDULES

Effective: April 1, 2001
(Monthly rates apply to a 36 hour work week)

Level	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year
One	3,418 21.83	3,616 23.09	3,795 24.24	3,950 25.22	4,080 26.05	4,233 27.03
Two	4,148 26.49	4,279 27.33	4,410 28.16	4,543 29.01	4,667 29.80	4,794 30.61
Three	4,351 27.78	4,460 28.48	4,600 29.38	4,738 30.25	4,872 31.11	5,006 31.97
Four	4,532 28.94	4,653 29.71	4,790 30.59	4,934 31.51	5,073 32.40	5,214 33.29

Effective: October 1, 2001 *(Monthly rates apply to a 36 hour work week)*								
Level	**First Year**	**Second Year**	**Third Year**	**Fourth Year**	**Fifth Year**	**Sixth Year**	**Seventh Year**	**Eighth Year**
One	3,593 22.95	3,768 24.06	3,933 25.12	4,085 26.09	4,225 26.98	4,376 27.94	4,521 28.87	4,657 29.74
Two	4,323 27.61	4,431 28.30	4,548 29.04	4,678 29.87	4,813 30.73	4,936 31.52	5,082 32.45	5,218 33.32
Three	4,574 29.21	4,647 29.67	4,768 30.45	4,900 31.29	5,045 32.22	5,175 33.04	5,320 33.97	5,457 34.84
Four	4,764 30.42	4,848 30.96	4,965 31.70	5,103 32.59	5,254 33.55	5,389 34.41	5,535 35.34	5,671 36.21

Effective: April 1, 2002 *(Monthly rates apply to a 36 hour work week)*									
Level	**First Year**	**Second Year**	**Third Year**	**Fourth Year**	**Fifth Year**	**Sixth Year**	**Seventh Year**	**Eighth Year**	**Ninth Year**
One	3,868 24.70	4,016 25.65	4,166 26.60	4,314 27.55	4,464 28.51	4,612 29.45	4,763 30.41	4,903 31.31	5,077 32.42
Two	4,598 29.36	4,679 29.88	4,781 30.53	4,907 31.33	5,052 32.26	5,173 33.03	5,323 33.99	5,464 34.89	5,638 36.00
Three	4,899 31.28	4,932 31.49	5,031 32.12	5,156 32.93	5,314 33.93	5,438 34.73	5,589 35.69	5,730 36.59	5,903 37.70
Four	5,098 32.55	5,142 32.83	5,235 33.43	5,366 34.27	5,530 35.31	5,660 36.14	5,811 37.10	5,951 38.00	6,125 39.11

*Effective: April 1, 2003 *(Monthly rates apply to a 36 hour work week)*									
Level	**First Year**	**Second Year**	**Third Year**	**Fourth Year**	**Fifth Year**	**Sixth Year**	**Seventh Year**	**Eighth Year**	**Ninth Year**
One	3,926 25.07	4,076 26.03	4,228 27.00	4,379 27.96	4,531 28.94	4,681 29.89	4,834 30.87	4,977 31.78	5,153 32.91
Two	4,667 29.80	4,749 30.33	4,852 30.99	4,980 31.80	5,128 32.75	5,250 33.53	5,403 34.50	5,546 35.42	5,722 36.54
Three	4,972 31.75	5,006 31.97	5,106 32.61	5,234 33.42	5,394 34.44	5,520 35.25	5,672 36.22	5,815 37.14	5,992 38.26
Four	5,175 33.04	5,219 33.33	5,313 33.93	5,447 34.78	5,613 35.84	5,745 36.69	5,898 37.66	6,041 38.57	6,217 39.70

*These rates are estimates based on the minimum guaranteed COLA of 1.5%. Actual wage rates may be higher depending on COLA.

Effective April 1, 2003, an adjustment equal to 1% of the wage rate for each 1% increase in the Consumer Price Index for the twelve month period preceding the date of the adjustment (i.e. February 2002 to February 2003) shall be added to and form part of the wage rates on the wage schedules set out in this article.

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

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

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

" Consumer Price Index Base" means the Consumer Price Index for the month previous to the relevant calculated period.

SECTION 2 - COMMUNITY-BASED SERVICES

ARTICLE 2 – PURPOSE OF AGREEMENT

(A) Subject to the provisions of Section 1 of the Provincial Collective Agreement entered into between HEABC and the Union, the purpose of this Section of the Agreement (Section 2) is to set out those terms and conditions of employment applicable only to employees included in this Community-Based Services Nurses Section. This Section applies to all nurses who are employed in a program which provides other than 24 hour per day inpatient or residential care services (without restricting the generality of the foregoing, these shall include such services as home support, home care, long-term care case management, health promotion and prevention, and community mental health).

(B) This agreement is Section 2 and forms part of the Provincial Collective Agreement. The corresponding provisions found in Section 1 of the Provincial Collective Agreement do not apply to nurses working in this capacity.

(C) The provisions of Section 1 of the Provincial Collective Agreement, except those outlined in this Section, shall have the same force and effect as this Section, as if they were included herein.

ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN (for nurses working for Home Support Agencies)

29.04 Call-Back

Replace Article 29 of Section 1 of the Provincial Collective Agreement with the following:

Employees assigned to after hours service shifts will be compensated with current practice.

Effective April 1, 1999, employees assigned to after hours service shifts shall be compensated on the basis of one (1) hour of straight-time pay for each four (4) hours of after hours service assignment.

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

ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN
(for nurses working in home care assignments and prevention)

29.04 Call-Back

Replace Article 29.04 of Section 1 of the Provincial Collective Agreement with the following:

An employee who is called back to work after completion of the employee's scheduled work shift shall receive the overtime rate of pay in accordance with Article 27, with a minimum of two (2) hours at the applicable overtime rate of pay.

An employee who is called out on more than one occasion between the end of a scheduled work shift and the beginning of the employee's next scheduled work shift, notwithstanding any rest days that may occur in between, shall receive the overtime rate of pay in accordance with Article 27 for all time worked.

A nurse on-call who responds to a call from a client by telephone without attending at the office or at the home of the client, will be compensated at one and one-half times (1.5x) the normal rate of pay for thirty (30) minutes for each call from a client, regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes.

29.08 Insufficient Off-Duty Hours

Replace Article 29.08 of Section 1 of the Provincial Collective Agreement with the following:

An employee who is called out to work under Article 29.04 after midnight and is normally required to report for work later that same day, may elect to take time off in lieu of compensation therefor before reporting to work but in doing so the employee shall notify her immediate supervisor either personally or through the answering service.

ARTICLE 57 – GENERAL CONDITIONS

57.01 Escort Duty

(C) Accommodation and Related Expenses Reimbursed
Employees who are required by the Employer to travel on Employer business shall be reimbursed for reasonable expenses for accommodation, meals and related expenses, in accordance with Employer policies.

57.02 Use of Personal Vehicle on Employer's Business

In addition to article 57.02 in Section 1 of the Provincial Collective Agreement, the following shall apply:

(B) In Northern and isolated areas where employees are required to travel on the Employer's business, the Employer shall provide and maintain safety and survival equipment as agreed by the local Occupational Health and Safety Committee.

(C) Employees who deliver community-based services and who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance for all business related mileage as follows:

(i) effective July 1, 2001, forty-two cents ($0.42) per kilometer;

(ii) effective April 1, 2002, forty-three cents ($0.43) per kilometer;

(iii) effective April 1, 2003, forty-four cents ($0.44) per kilometer.

(D) Business related mileage shall not include the normal distance an employee drives between her home and her regular worksite, but shall include all other mileage included for business purposes. For clarity, if an employee proceeds directly to a business location other than her regular worksite, she may claim as business related mileage all kilometres travelled from that location. If the business location is further than her regular worksite, she will claim all kilometres travelled which exceed the distance between her home and her regular worksite.

57.03 Personal Property Damage

In addition to article 57.03 of Section 1 of the Provincial Collective Agreement, the following shall apply:

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of $500.00.

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

MEMORANDUM OF AGREEMENT

between

Nurses' Bargaining Association

and

Health Employers Association of British Columbia on Behalf of the Worksites with Memoranda

RE: Extended Work Day/Compressed Work Week

Preamble

The purpose of this Memorandum of Agreement is to revise and/or clarify certain terms and conditions of the April 1, 1998 – March 31, 2001 Provincial Collective Agreement, so as to provide for the introduction or continuance of an extended work day/compressed work week.

This Memorandum of Agreement applies to employees in worksites with Extended Hours Memoranda.

It is understood and agreed that:

(A) With the exception of the specific revisions set forth in this Memorandum, all other terms and conditions of the April 1, 1998 – March 31, 2001 Provincial Collective Agreement will apply.

(B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Provincial Collective Agreement.

(C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the Provincial Collective Agreement.

(D) For the purposes of this Memorandum and where revised, "days" have been converted into working hours, so that one (1) day shall equal seven point two (7.2) paid hours. For example, three (3) days compassionate leave is converted to 3 X 7.2 = 21.6 working hours.

(E) Any change deemed necessary in this Memorandum may be made by mutual agreement between the parties at any time during the life of this Memorandum.

Revisions to the Provincial Collective Agreement

ARTICLE 1.02 – DEFINITIONS

Shift means the normal consecutive working hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there will normally be two (2) shifts, namely, day shift and night shift.

Day Shift means a shift in which the major portion occurs between 0700 hours and 1900 hours.

Night Shift means a shift in which the major portion occurs between 1900 hours and 0700 hours.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.03 Regular Part-Time Employees and

11.04 Casual Employees

It is understood and agreed that any of the above mentioned employees who agree to work the extended work day/compressed work week shall be bound by the terms and conditions of this Memorandum.

Any regular part-time employee(s) or casual employee(s) working in an area where the extended work day/compressed work week is in effect, and who do not agree to work same, shall be bound by the terms and conditions of the Provincial Collective Agreement.

ARTICLE 13.03 – SENIORITY – MAINTAINED AND ACCUMULATED

Seniority shall be maintained and accumulated under the following conditions:

(E) absence due to lay-offs, for the first one hundred and forty-four (144) hours;

(F) absence due to a general unpaid leave of absence, for the first one hundred and forty-four (144) hours.

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

ARTICLE 17 – VACANCY POSTINGS

17.02 (A) Temporary Appointments

The Employer may make a temporary appointment, without

posting, to a vacant position, provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed two hundred and sixteen (216) working hours, unless the Union and the Employer mutually agree to extend this time limit.

ARTICLE 19 – LAY-OFF AND RECALL

19.02 Advance Notice

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

(A) **Regular Full-Time Employees**

(1) Less than 5 years' service – 28 calendar days' notice or regular pay for 144 working hours.

(2) Minimum of 5 years' but less than 10 years' service – 40 calendar days' notice or regular pay for 216 working hours.

(3) More than 10 years' service – 60 calendar days' notice or regular pay for 288 working hours.

(B) **Regular Part-Time Employees**

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month *(excluding overtime)} \times \text{(working hours)**}}{156.6} \text{ in lieu of notice}$$

* Includes leave without pay up to 20 work days. (Reference Article 37 Leave – General.)

** Entitlement as in (A) (1), (2) or (3).

19.03 Benefits Continue

(A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for 144 working hours, and shall have their benefits maintained for the balance of a one (1) year period of time.
(Reference Article 37 – Leave – General.)

(B) Employees with less than one (1) year of service but more than 3 months of service who are laid-off shall not accrue benefits for 144 working hours but shall have their benefits maintained for a one (1) year period of time.

(C) Probationary employees who are laid-off shall not accrue benefits for 144 working hours but shall have their benefits maintained for three (3) months.

(D) For the first 144 working hours of lay-off as expressed in (A) above, the Employer shall continue to pay all premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

ARTICLE 25 – WORK SCHEDULES

25.05 Requirements of Work Schedule

(A) The Employer and the Union agree to waive that portion of Article 25.05(E) reading:
Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period.

(B) Nursing Staff Work Schedules may take the form of either a two shift or single shift rotation.

(C) A regular employee shall not be scheduled to work more than four (4) consecutive shifts unless agreed to between the parties.

For the purposes of this article, (A) and (C) refer to schedules with shifts greater than eight (8) hours in length.

ARTICLE 26 – HOURS OF WORK, MEAL PERIOD, REST PERIODS

It is understood and agreed that the hours of work as set out hereunder are specifically revised to conform to the requirements of the extended work day/compressed work week.

26.01 Hours of Work

There shall be (as noted in the individual worksite's Memoranda of Understanding) work hours per day and an average of not more than thirty-six (36) work hours per week over the period of weeks in the rotation. The weekly hours of work will be computed as follows:

$$\frac{\text{the number of work hours per day (excluding overtime)} \times \text{the number of work days in a work schedule}}{\text{Number of weeks in the work schedule}}$$

The daily full shift hours and weekly full shift hours shall be exclusive of meal periods.

26.03 Meal Period

(A) Two (2) meal periods of a continuous one-half (.5) hour each will be provided during each employee's shift of ten (10) hours or more.

(B) When an employee is designated either expressly or implicitly to be available for work during a meal period; and

(1) The employee is scheduled to work 10 hours or more and receives two meal periods (of 30 minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example 11 hours + 60 minutes = 12 hours regular pay.)

(2) The employee is scheduled to work 10 hours or more and does not receive the two meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus 60 minutes pay at time and one-half (1.5) the regular pay.

26.04 Rest Periods

Employees working a full shift of ten (10) hours or more shall receive three (3) rest periods distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

ARTICLE 27 – OVERTIME

27.01 Definition

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 26.01 of this Memorandum.

27.03 Employee's Right to Decline Overtime

(B) Work On A Scheduled Day Off

A regular full-time employee may be requested by the Employer to work on only one (1) of his/her scheduled days off per week. The decision to work the scheduled day off remains with the employee.

27.04 Application

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

27.05 Overtime Pay Calculation

(A) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of time and one-half (1.5) will be paid on the following basis;

(1) for the first two (2) hours in excess of the daily full shift hours;

(2) for the first seven point two (7.2) hours in excess of the thirty-six (36) hours in one (1) week.

(B) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of double time will be paid on the following basis:

(1) for all hours in excess of those worked in A (1) above;

(2) for all hours in excess of forty-three point two (43.2) hours per week;

(3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:

(a) (i) in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.

(ii) in excess of 6 consecutive shifts where the shift length is between 7.2 and 8 hours.

(iii) in excess of 5 consecutive shifts where 3 or more of the 5 are greater than 8 hours in length.

(iv) in excess of 6 consecutive shifts where 4 or more of the 6 are between 7.2 and 8 hours in length.

(b) more than 216 straight time hours over the course of three consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

(C) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of one and one-half (1.5) times the appropriate holiday rate will be paid:

(1) for all overtime hours worked on a calendar statutory holiday;

(2) for all overtime hours worked on a day which had originally been scheduled as a statutory holiday but was changed by the Employer with less than fourteen (14) calendar days' advance notice.

ARTICLE 28 – SHIFT PREMIUM

28.01 An employee shall be paid a shift premium of $.70 per hour for all hours worked between 1530 hours and 2330 hours, and one-dollar and seventy-five cents ($1.75) between 2330 hours and 0730 hours.

For shifts of eight (8) hours or less, the shift premium is payable only when one-half or more than one-half of the hours of work fall within the defined evening or night shifts. In such cases the shift premium shall be paid for all hours worked.

ARTICLE 30 – RESPONSIBILITY PAY

An employee designated to relieve in a higher rated position within the bargaining unit, or a DC1 or PS1 level general duty nurse designated in charge of a ward, unit or worksite shall be paid an allowance of $.90 per hour, for each hour she relieves. Effective April 1, 1999, this allowance shall be $1.25 per hour.

For small Employers such as adult day care agencies, mental health and home support, the following shall apply:

For shifts in excess of eight (8) hours, a special allowance of ninety cents ($0.90) per hour will be paid to nurses designated in charge of a worksite. Effective April 1, 1999, this allowance shall be $1.25 per hour.

An employee cannot receive both premiums referenced above on any given shift.

ARTICLE 33 – LEAVE – COMPASSIONATE

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for twenty-one point six (21.6) working hours.

Up to fourteen point four (14.4) additional working hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

ARTICLE 34 – LEAVE – COURT APPEARANCE

(B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for the length of the extended work day that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

ARTICLE 35 – LEAVE – EDUCATION

35.03 (C) The Employer shall grant an educational leave of absence with pay, subject to the approval in Article

35.03(B) for normally scheduled work hours, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed sixty-four point eight (64.8) hours of Employer contribution from April 1, 1992.

ARTICLE 37 – LEAVE – GENERAL

37.01 Application

An employee granted unpaid leave(s) of absence totalling less than one hundred and fifty-one point two (151.2) working hours in any year shall continue to accumulate all benefits. Any excess over one hundred and forty-four (144) working hours in any year shall be deducted from the length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer.

For the purposes of this Memorandum, all reference to the twenty (20) working days of Article 37 in the Provincial Collective Agreement, shall be deemed to be one hundred and forty-four (144) working hours.

ARTICLE 39 – LEAVE – PAID HOLIDAYS

39.01 Paid Holiday Entitlement

Each regular employee shall receive seven point two (7.2) paid hours off on or for the paid holidays outlined in Article 39.01 of the Provincial Collective Agreement, and for any other general holiday proclaimed by the Federal or Provincial Government.

39.03 Work on a Paid Holiday

(A) Regular Employee

(1) A regular employee required to work on one of the paid holidays listed in Article 39.01 shall be paid at the rate of two (2) times for all hours of work in the day, provided that Articles 27.05, 29.04 and 39.04 are not applicable and, in addition, each regular employee shall receive seven point two (7.2) paid hours off as a statutory holiday. The rate of two (2) times will be paid for all hours of work within 0001 and 2400 hours on the named day.

(2) **Super Stats (As Applicable)**

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for all hours worked in the day

provided that Articles 27.05, 29.04 and 39.04 are not applicable, and shall receive seven point two (7.2) paid hours off as a paid holiday. The rate of two and one-half (2.5) times shall be paid for all hours of work within 0001 and 2400 hours on the named day.

(B) Casual Employee

A casual employee who works on a paid holiday listed in Article 39.03 (A)(1) shall be paid two (2) times her rate of pay for all hours of work within 0001 and 2400 hours on the named day. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid 2.5 times her rate of pay for all hours of work within 0001 and 2400 hours on the named day.

39.04 Premium Rates of Pay

(D) Changes in Schedule With Insufficient Notice

Should the Employer change the work schedule without fourteen (14) calendar days' advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid at the appropriate overtime rate for all hours worked on the day and, in addition, shall receive seven point two (7.2) paid hours off on or for the paid holiday.

39.07 Scheduling of Paid Holidays

For the purposes of this Memorandum the statutory holidays outlined in Article 39.01 of the Provincial Collective Agreement are incorporated into the work schedules during off duty days. All such statutory holidays shall be identified and recorded in ink in the nursing staff work schedules on the basis of seven point two (7.2) paid hours. Every effort shall be made to spread the statutory holidays off evenly throughout the year.

ARTICLE 42 – LEAVE – SICK

42.01 Accumulation

Regular full-time employees shall receive ten point eight (10.8) working hours' sick leave credits for each month of service and such sick leave credits, if not utilized, will be cumulative to a maximum of 1123.2 working hours.

Regular part-time employees shall receive sick leave credit on a proportionate basis, and such sick leave credits, if not utilized, will be cumulative to a maximum of 1123.2 working hours.

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 36 hours per week.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one thousand, one hundred and seventy (1,170) working hours, as of May 1, 1978, or in excess of 1123.2 hours as of the first pay period prior to September 30, 1993, will retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

42.02 Payment

Regular full-time employees shall receive regular pay for each shift of sick leave credit utilized. Regular part-time employees shall receive regular pay for scheduled work hours lost.

42.09 (B) Appointments

When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of twenty-one point six (21.6) hours for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

ARTICLE 43 – LEAVE – SPECIAL

43.01 Accumulation

An employee shall earn special leave credits with pay up to a maximum of one hundred and eighty (180) hours at the rate of three point six (3.6) hours every four (4) weeks. The accumulation of special leave credits shall commence on January 1, 1980. Special leave shall be granted after July 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

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 thirty-six (36) hours per week.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and eighty (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 one hundred and eighty (180) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and eighty (180) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred and eighty (180) hours.

43.02 Application

Special Leave shall be granted as follows:

(A) Marriage Leave – 36 working hours;
(B) Paternity Leave – 7.2 working hours;
(C) For serious illness of a spouse or child residing with the employee, when no one at the employee's home other than the employee is available to care for the sick person, provided that the employee has made every effort to provide alternative care up to fourteen point four (14.4) working hours at one time;
(D) Leave of seven point two (7.2) working hours may be added to twenty-one point six (21.6) working hours' compassionate leave;
(E) Leave of seven point two (7.2) working hours may be taken for travel associated with compassionate leave.

ARTICLE 45 – LEAVE – VACATION

45.01 Vacation Entitlement

(C) Regular employees will be entitled to a vacation away from work, when the qualifying year(s) of service are attained before July 1, as follows:

144.0 working hours after 1 year of continuous service
144.0 working hours after 2 years of continuous service
144.0 working hours after 3 years of continuous service
144.0 working hours after 4 years of continuous service
151.2 working hours after 5 years of continuous service
158.4 working hours after 6 years of continuous service
165.6 working hours after 7 years of continuous service
172.8 working hours after 8 years of continuous service
180.0 working hours after 9 years of continuous service
187.2 working hours after 10 years of continuous service
194.4 working hours after 11 years of continuous service
201.6 working hours after 12 years of continuous service
208.8 working hours after 13 years of continuous service

216.0 working hours after 14 years of continuous service
223.2 working hours after 15 years of continuous service
230.4 working hours after 16 years of continuous service
237.6 working hours after 17 years of continuous service
244.8 working hours after 18 years of continuous service
252.0 working hours after 19 years of continuous service
259.2 working hours after 20 years of continuous service
266.4 working hours after 21 years of continuous service
273.6 working hours after 22 years of continuous service
280.8 working hours after 23 years of continuous service
288.0 working hours after 24 years of continuous service
295.2 working hours after 25 years of continuous service
302.4 working hours after 26 years of continuous service
309.6 working hours after 27 years of continuous service
316.8 working hours after 28 years of continuous service
324.0 working hours after 29 years of continuous service

(Reference Article 51 – Portability)

(D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

$$\frac{\text{Hours paid* excluding overtime to June 30 (inclusive)}}{1879.2} \times \text{regular pay} \times \text{yearly vacation entitlement}$$

* Includes leave without pay up to one hundred and forty-four (144) working hours.

(E) Regular employees with less than one (1) year's service on the July 1 cut-off date will receive vacation leave calculated as follows:

$$\frac{\text{Hours paid* excluding overtime to June 30 (inclusive)}}{1879.2} \times \text{regular pay} \times \text{yearly vacation entitlement}$$

* Includes leave without pay up to one hundred and forty-four (144) working hours.

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. Application of the foregoing will not be governed by the provisions of Article 45.04 – Scheduling of Vacation.

45.03 Supplementary Vacation

The supplementary vacations as set out below 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.

(A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-six (36) 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-two (72) 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 eight (108) 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 eight (108) 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 eight (108) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

ARTICLE 60 – EFFECTIVE AND TERMINATING DATES

60.01 This Memorandum of Agreement is effective from April 1, 1985, for those wards or units on the extended work day/compressed work week as of that date. In those wards or units for which the extended work day/compressed work week was implemented after April 1, 1985, this Memorandum of Agreement is effective from the commencement date of the extended work day/compressed work week.

This Memorandum will continue to be in effect until terminated by either party, or until a new Memorandum is prepared to coincide with a new 2004 Provincial Collective Agreement, whichever occurs sooner.

Either party may terminate this Memorandum after serving twenty-eight (28) calendar days' written notice to the other party of its intention to terminate the extended work day/compressed work week.

APPENDIX A
INDUSTRIAL INQUIRY REPORT

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE

BETWEEN

HEALTH EMPLOYERS' ASSOCIATION OF B.C.

AND

HOSPITAL EMPLOYEES' UNION
BC 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 within 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 lockouts 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 col-

lective 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 Colum-

bia'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 negative 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 programs while being involved in innovative redirection of programs. 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 lay-off 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 lay-off 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)
>
> "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 interpretive 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 demonstratable relationship to its intended purpose. For example, an

early retirement provision must provide retirement opportunities only where retirement avoids a specifiable lay-off.

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.

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 severence 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 Colum–bia 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 parties 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.

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 FAVOR 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 establish 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 canceled. 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 kilometers 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 kilometers 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 available 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.

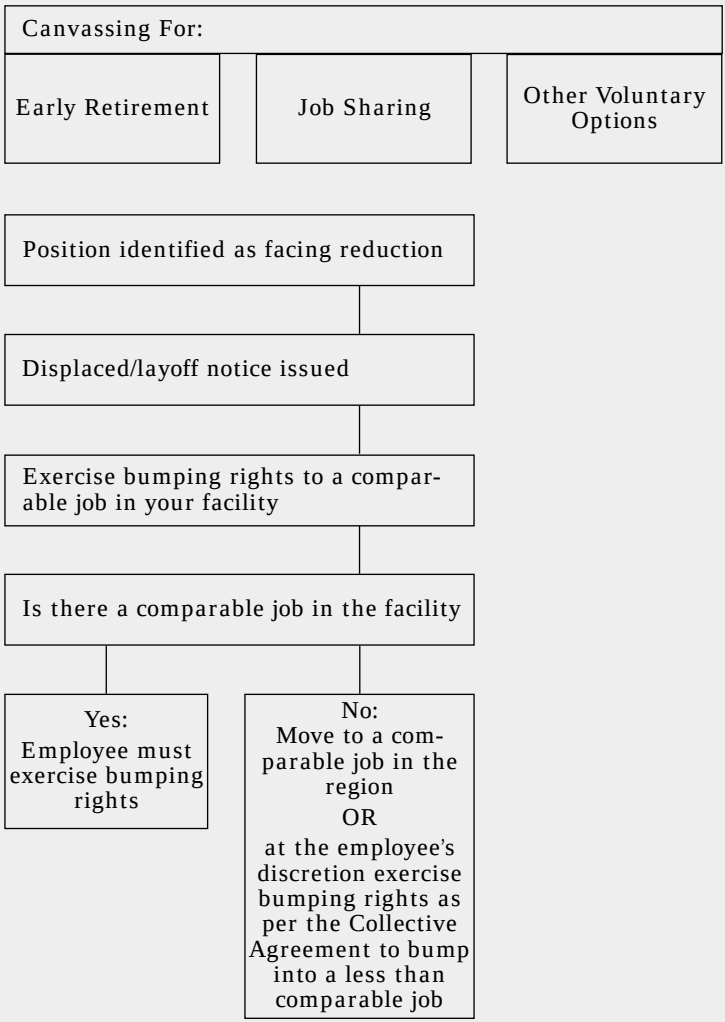
A generally comparable job is offered to those employees who have been given displacement or bumping notice and have been unable to access a generally comparable job, as defined under the ESLA, by exercising their Collective Agreement rights as a displaced or bumped employee within their home facility.

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.

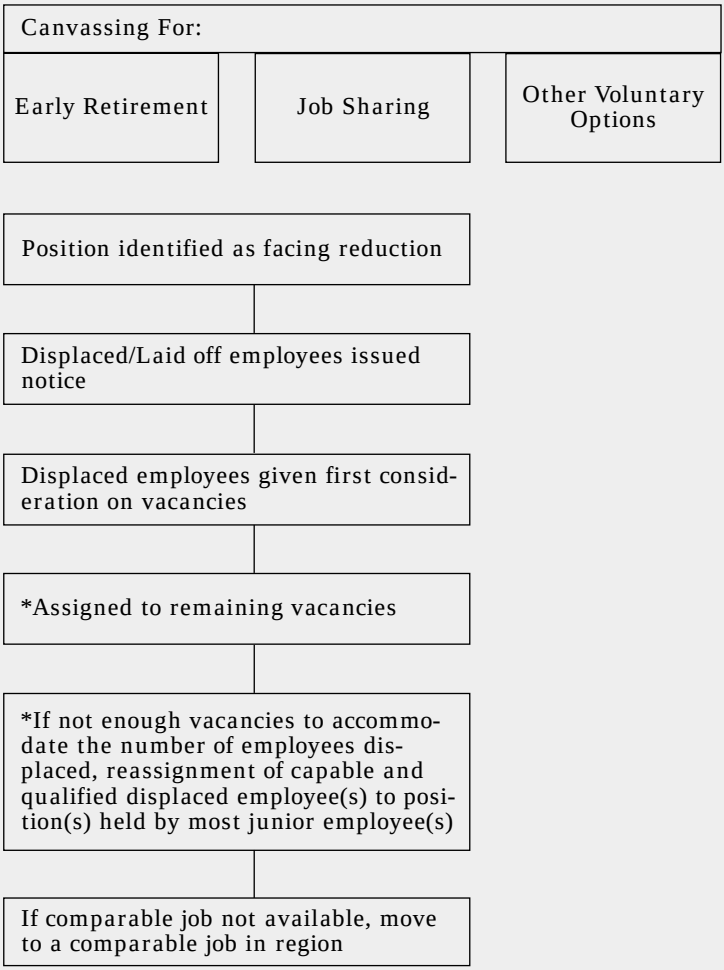
EMPLOYMENT SECURITY
HEU

Process:



EMPLOYMENT SECURITY
BCNU

Process:

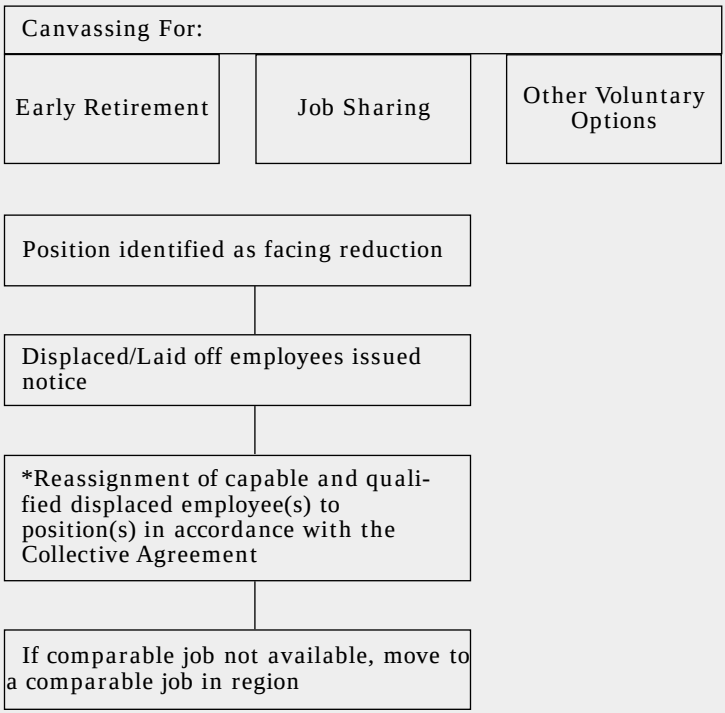


*Employees will not be reassigned to positions which are not comparable.

EMPLOYMENT SECURITY

HSA

Process:



*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

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 rising 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[1]

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.

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.

[1]From Vince Ready's award dated April 21, 1994.

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 ±.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[2]

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.
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.

[2]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.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

LONG TERM DISABILITY INSURANCE PLANS

The Union and the HEABC agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. This amended Plan is effective April 1, 1999.

*Explanatory Note: There are two effective dates for defining "existing claimants" (April 1, 1998 and April 1, 1999). For employees previously covered by the HEABC/BCNU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("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, wherever the dates "April 1, 1998" and "March 31, 1998" are found in the Memorandum, substitute them with the dates found immediately following them in parentheses: "(April 1, 1999)" and "(March 31, 1999)", respectively.

Section 1 – Eligibility

(A) Regular full-time and regular part-time employees who are on staff January 1, 1981 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 following provisions (reference 13.03(G)):

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work 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 former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent posi-

tion, exercising her seniority rights if necessary, pursuant to Article 13 and Article 19.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days 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. Employees may choose to maintain any or all of such plans. Effective April 1, 1999, premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

Superannuation/Pension – Employees on long-term disability shall be considered employees for the purposes of superannuation/pension in accordance with the Pension (Municipal) Act and the Pension (Public Service) Act, as applicable.

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) **"Existing Claimants" – Employees Disabled Prior to April 1, 1998 (April 1, 1999) ***

(*See Explanatory Note in Preamble to this Memorandum)

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 (April 1, 1999) 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 receiving, 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 (March 31, 1999); and

(ii) not actively at work due to illness or injury prior to and including March 31, 1998 (March 31, 1999).

(b) Commencing on April 1, 1999, and continuing for a further thirty-six (36) months thereafter, all eligible employees who, prior to and including March 31, 1998 (March 31, 1999) 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 his/her 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 his/her 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 amount of the applicable offsets in Section 5 to which the disabled employee was entitled upon first being eligible for such other disability income, and add 25% of the subsequent increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements, to determine the adjusted net-of-offsets LTD 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) **"New Claimants" – Employees Disabled on or After April 1, 1998 (April 1, 1999)***

(*See Explanatory Note in Preamble to this Memorandum)

(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 (April 1, 1999) 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 per cent (70%) of the first $4000 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above $4000 or 66⅔% of pre-disability monthly earnings, whichever is more. The $4000 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 per cent (70%) of the first $4000 of the current monthly earnings and fifty per cent (50%) on the current monthly earnings above $4000 or 66⅔% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the $4000 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 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 is eligible for early retirement, 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) **"Existing Claimants" – Employees Disabled Prior to April 1, 1998 (April 1, 1999)***
(* See Explanatory Note in Preamble to this Memorandum)

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 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 per cent (85%) of the rate of pay of her 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) **"New Claimants" – Employees Disabled on or After April 1, 1998 (April 1, 1999)***
(*See Explanatory Note in Preamble to this Memorandum)

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years 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 per cent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(1) **Residual Monthly Disability Benefit**

The Residual Monthly Disability Benefit is based on 85% of her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy per cent (70%) of the current rate of pay for his/her 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 per cent (70%) of the current rate of pay for her 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 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 per cent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that she is able to perform.

Example:

(a) Monthly LTD net of offsets benefit = $ 1000.00 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

(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, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

(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 return to her own job or other gainful occupation; and

(b) is recommended by HBT/underwriter 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 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 Union) and HBT/underwriter. 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/underwriter 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 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 shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. 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 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 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 program

shall 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 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 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 per cent (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;

(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 per cent (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 HBT shall meet the two (2) representatives of the Nurses' Bargaining Association. 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 experienced by the LTD Plan 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 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 her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred per cent (100%) of such other disability income.

If other disability income is available to the employee, they must apply for this income prior to receiving LTD.

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 an 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 would be entitled had they applied for such a benefit; 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 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 Trustee. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the Healthcare Benefit Trust/underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Healthcare Benefit Trust/underwriter may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer 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 HBT shall meet with two (2) representatives of the Nurses Bargaining 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 submissions, re-examination and decision review by the medical panel.

Section 12 – Administration

The Employer shall administer and be the sole trustee of the Plan. The Union 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 and 10 of the Provincial Collective Agreement.

Section 13 – Provincial Collective Agreement Unprejudiced

The terms of the Plan set out above shall not prejudice the application or interpretation of the Provincial 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 would have been entitled to receive at the normal retirement date, had she 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;

(2) eligible for early retirement pension benefits; and

(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 application for early retirement is being processed with her pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she

may still be eligible for the LTD Plan Early Retirement LTD 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 superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in 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 of age, 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 HBT shall meet with two (2) representatives of the Nurses' Bargaining

Association. 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 Nurses Bargaining 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. See Appendix "CC".

APPENDIX C
LIST OF EMPLOYERS

ACUTE CARE COMPONENT

British Columbia Nurses' Union (BCNU)

Arrow Lakes/Upper Slocan Valley Health Council (Arrow Lakes Hospital), Nakusp

Arrow Lakes/Upper Slocan Valley Health Council (Slocan Community Hospital and Health Care Centre), New Denver

Arrow Lakes/Upper Slocan Valley Health Council (Halcyon Community Home), Nakusp

Arthritis Society, The (Arthritis Society), Vancouver

Bella Coola and District Transitional Health Authority (Bella Coola General Hospital), Bella Coola

Bishop of Victoria (St. Joseph's General Hospital), Comox

Boundary Health Council (Boundary Hospital), Grand Forks

British Columbia Cancer Agency, (Fraser Valley Cancer Clinic, Vancouver Cancer Clinic, Cancer Centre for the Southern Interior)

British Columbia Cancer Agency, (Vancouver Island Cancer Clinic), Victoria

Bulkley Valley Health Council (Bulkley Valley District Hospital), Smithers

Bulkley Valley Health Council (Houston Health Centre), Houston

CHARA Health Care Society (Mount Saint Joseph Hospital), Vancouver

CHARA Health Care Society (St. Vincent's Hospital – Arbutus), Vancouver

CHARA Health Care Society (St. Vincent's Hospital – Heather), Vancouver

CHARA Health Care Society (St. Vincent's Hospital – Langara), Vancouver

Campbell River/Nootka Community Health Council (Campbell River and District General Hospital), Campbell River

Campbell River/Nootka Community Health Council (Gold River Health Clinic), Gold River

Campbell River/Nootka Community Health Council (Tahsis Hospital), Tahsis

Canadian Blood Services/Society Canadienne du Sang, The (Blood Transfusion Service – Kelowna, Prince George, Surrey, Vancouver, Victoria)

Capital Health Region (Aberdeen Hospital, Glengarry Hospital, Mount Tolmie Hospital, Priory Hospital), Victoria

Capital Health Region (Gorge Road Hospital, Royal Jubilee Hospital, Victoria General Hospital), Victoria

Capital Health Region (Lady Minto Gulf Islands Hospital), Ganges

Capital Health Region (Queen Alexandra Centre), Victoria

Capital Health Region (Saanich Peninsula Hospital), Saanichton

Castlegar & District Health Council (Castlegar & District Hospital), Castlegar

Central Cariboo Chilcotin Health Council (Cariboo Lodge), Williams Lake

Central Cariboo Chilcotin Health Council (Cariboo Memorial Hospital), Williams Lake

Central Coast Transitional Health Authority (R.W. Large Memorial Hospital), Waglisia

Central Vancouver Island Health Region (Chemainus Health Care Centre), Chemainus

Central Vancouver Island Health Region (Cowichan District Hospital), Duncan

Central Vancouver Island Health Region (Ladysmith and District General Hospital), Ladysmith

Central Vancouver Island Health Region (Nanaimo Regional General Hospital), Nanaimo

Central Vancouver Island Health Region (Tofino General Hospital), Tofino

Central Vancouver Island Health Region (Trillium Lodge), Parksville

Central Vancouver Island Health Region (West Coast General Hospital), Port Alberni

Children's and Women's Health Centre of British Columbia (B.C. Women's Hospital and Health Centre, British Columbia's Children's Hospital, Sunny Hill Health Centre for Children), Vancouver

Clovelly Terrace Hospital Ltd. (Clovelly Terrace Hospital) [p], Victoria

Columbia Valley Health Council (Invermere and District Hospital), Invermere

Comox Valley Community Health Council (Cumberland Health Centre), Comox

Cranbrook Health Council (Cranbrook Regional Hospital), Cranbrook

Cranbrook Health Council (Rocky Mountain Lodge (1978) Ltd.) [1], Cranbrook

Creston and District Health Council (Creston Valley Hospital), Creston

Dogwood Lodge Society (Dogwood Lodge – Burnaby, Dogwood Lodge -Vancouver)

Elk Valley and South Country Health Council (Elkford Health Care Centre), Elkford

Elk Valley and South Country Health Council (Fernie District Hospital), Fernie

Elk Valley and South Country Health Council (Sparwood General Hospital), Sparwood

Fort Nelson/Liard Community Health Council (Fort Nelson General Hospital), Fort Nelson

Fraser Valley Health Region (Chilliwack General Hospital, Heritage Village, Parkholm Lodge), Chilliwack

Fraser Valley Health Region (Fraser Canyon Hospital), Hope

Fraser Valley Health Region (Matsqui-Sumas-Abbotsford General Hospital), Abbotsford

Fraser Valley Health Region (Mission Memorial Hospital), Mission

George Derby Long Term Care Society (George Derby Centre), Burnaby

Golden Health Council (Golden and District General Hospital, Henry M. Durand Manor), Golden

Greater Trail Community Health Council (Mater Misericordiae Health Care Facility), Rossland

Greater Trail Community Health Council (Trail Regional Hospital), Trail

Kimberley Community Health Council (Kimberley and District Hospital), Kimberley

Kitimat Area Health Council (Kitimat General Hospital), Kitimat

Kiwanis Care Homes Ltd. (Kiwanis Lynn Manor), North Vancouver

Marie Esther Society, The (Mount Saint Mary Hospital), Victoria

Mennonite Benevolent Society (Menno Hospital), Abbotsford

Mount Waddington Health Council (Port Alice Hospital), Port Alice

Mount Waddington Health Council (Port Hardy Hospital), Port Hardy

Mount Waddington Health Council (Port McNeill and District Hospital), Port McNeill

Mount Waddington Health Council (St. George's Hospital), Alert Bay

Nanaimo District Senior Citizens' Housing Development Society (Kiwanis Village Lodge), Nanaimo

Nelson and Area Health Council (Kootenay Lake District Hospital), Nelson

Nelson and Area Health Council (Mount St. Francis Hospital), Nelson

Nelson and Area Health Council (Victorian Hospital of Kaslo), Kaslo

North Coast Community Health Council (Prince Rupert Regional Hospital), Prince Rupert

North Okanagan Health Region (Bastion Place), Salmon Arm

North Okanagan Health Region (Enderby and District Memorial Hospital Society, Parkview Place), Enderby

North Okanagan Health Region (Pleasant Valley Health Centre & Pleasant Valley Manor), Armstrong

North Okanagan Health Region (Queen Victoria Hospital), Revelstoke

North Okanagan Health Region (Shuswap Lake General Hospital), Salmon Arm

North Okanagan Health Region (Vernon Jubilee Hospital), Vernon

North Peace Health Council (Fort St. John General Hospital and Health Centre), Fort St. John

North Peace Health Council (Hudson's Hope Health Centre), Hudson Hope

North Shore Health Region (Lions Gate Hospital), North Vancouver

Northern Interior Regional Health Board (McBride and District Hospital), McBride

Northern Interior Regional Health Board (Lakes District Hospital and Health Centre), Burns Lake

Northern Interior Regional Health Board (Fraser Lake Diagnostic and Treatment Centre), Fraser Lake

Northern Interior Regional Health Board (Granisle Community Health Centre), Granisle

Northern Interior Regional Health Board (Mackenzie and District Hospital), Mackenzie

Northern Interior Regional Health Board (Prince George Regional Hospital), Prince George

Northern Interior Regional Health Board (St. John Hospital), Vanderhoof

Northern Interior Regional Health Board (Stuart Lake General Hospital), Fort St. James

Northern Interior Regional Health Board (Valemount Health Planning), Valemount

Okanagan Similkameen Health Region (Brookhaven Care Centre, Cottonwoods Extended Care, Kelowna General Hospital), Kelowna

Okanagan Similkameen Health Region (May Bennett Home), Kelowna

Okanagan Similkameen Health Region (Parkdale Place), Summerland

Okanagan Similkameen Health Region (Penticton Regional Hospital), Penticton

Okanagan Similkameen Health Region (Penticton Retirement Complex), Pencticton

Okanagan Similkameen Health Region (Princeton General Hospital), Princeton

Okanagan Similkameen Health Region (South Okanagan General Hospital), Oliver

Okanagan Similkameen Health Region (Summerland General Hospital), Summerland

Powell River Community Health Council (Powell River General Hospital), Powell River

Powell River Sunset Homes Society (Olive Devaud Residence), Powell River

Queen Charlotte Islands/Haida Gwaii Community Health Council (Queen Charlotte Islands General Hospital, Masset Hospital), Queen Charlotte City

Quesnel and District Community Health Council (Dunrovin Park Lodge), Quesnel

Quesnel and District Community Health Council (G.R. Baker Memorial Hospital), Quesnel

Richmond Health Services Society (The Richmond Hospital), Richmond

Sea to Sky Community Health Council (Pemberton Health Centre), Pemberton

Sea to Sky Community Health Council (Squamish General Hospital), Squamish

Simon Fraser Health Region (Burnaby Hospital), Burnaby

Simon Fraser Health Region (Eagle Ridge Hospital and Health Care Centre), Port Moody

Simon Fraser Health Region (Fellburn Care Centre – Burnaby, Queen's Park Care Centre – New Westminster)

Simon Fraser Health Region (Ridge Meadows Hospital and Health Care Centre), Maple Ridge

Simon Fraser Health Region (Royal Columbian Hospital), New Westminster

Sisters of Charity of Providence in British Columbia (Saint Mary's Hospital, New Westminster)

Sisters of Charity of Providence in British Columbia (St. Paul's Hospital), Vancouver

Sisters of Providence of St. Vincent de Paul, Holy Family Hospital, Vancouver BC (Holy Family Hospital), Vancouver

Snow Country Health Council (Stewart Health Centre), Stewart

South Cariboo Community Health Council (100 Mile District Hospital), 100 Mile House

South Fraser Health Region (Delta Hospital), Delta

South Fraser Health Region (Langley Memorial Hospital), Langley

South Fraser Health Region (Peace Arch Hospital), White Rock

South Fraser Health Region (Surrey Memorial Hospital), Surrey

South Peace Community Health Council (Chetwynd General Hospital), Chetwynd

South Peace Community Health Council (Dawson Creek and District Hospital), Dawson Creek

South Peace Community Health Council (Pouce Coupe Community Hospital), Pouce Coupe

South Peace Community Health Council (Tumbler Ridge Health Centre), Tumbler Ridge

Stikine Community Health Council (Stikine Health Centre), Dease Lake

Sunshine Coast Community Health Council (St. Mary's Hospital [Sechelt]), Sechelt

Terrace and Area Health Council (Mills Memorial Hospital), Terrace

Thompson Health Region (Ashcroft and District General Hospital), Ashcroft

Thompson Health Region (Barriere and District Health Centre), Barriere

Thompson Health Region (Coquihalla – Gillis House), Merritt

Thompson Health Region (Dr. Helmcken Memorial Hospital), Ashcroft

Thompson Health Region (Lillooet District Hospital), Lillooet

Thompson Health Region (Logan Lake Care Care), Logan Lake

Thompson Health Region (Nicola Valley General Hospital), Merritt

Thompson Health Region (Overlander Extended Care Hospital), Kamloops

Thompson Health Region (Royal Inland Hospital), Kamloops

Thompson Health Region (St. Bartholomew's Hospital), Lytton

Vancouver Hospital and Health Sciences Centre (G.F. Strong Rehabilitation), Vancouver

Vancouver Hospital and Health Sciences Centre (George Pearson Centre), Vancouver

Vancouver Hospital and Health Sciences Centre (Vancouver Hospital and Health Sciences Centre, UBC Pavilions), Vancouver

Vancouver Hospital and Health Sciences Centre (Vancouver Hospital and Health Sciences Centre,12th & Oak Pavilions), Vancouver

Wrinch Memorial Hospital (Wrinch Memorial Hospital), Hazelton

Health Sciences Association (HSA)

Arrow Lakes/Upper Slocan Valley Health Council (Halcyon Community Home), Nakusp

Bishop of Victoria (St. Joseph's General Hospital), Comox

Campbell River/Nootka Community Health Council (Campbell River and District General Hospital), Campbell River

Capital Health Region (Gorge Road Hospital, Royal Jubilee Hospital, Victoria General Hospital), Victoria

Castlegar & District Health Council (Castlegar & District Hospital), Castlegar

Central Vancouver Island Health Region (Cowichan District Hospital), Duncan

Central Vancouver Island Health Region (Nanaimo Regional General Hospital), Nanaimo

Central Vancouver Island Health Region (West Coast General Hospital), Port Alberni

CHARA Health Care Society (Mount Saint Joseph Hospital), Vancouver

CHARA Health Care Society (St. Vincent's Hospital – Arbutus), Vancouver

CHARA Health Care Society (St. Vincent's Hospital – Heather and Youville Residence), Vancouver

CHARA Health Care Society (St. Vincent's Hospital – Langara), Vancouver

Cranbrook Health Council (Cranbrook Regional Hospital), Cranbrook

Fraser Valley Health Region (Chilliwack General Hospital, Heritage Village, Parkholm Lodge), Chilliwack

Fraser Valley Health Region (Matsqui-Sumas-Abbotsford General Hospital), Abbotsford

George Derby Long Term Care Society (George Derby Centre), Burnaby

Greater Trail Community Health Council (Trail Regional Hospital), Trail

North Okanagan Health Region (Pleasant Valley Health Centre & Pleasant Valley Manor), Armstrong

North Okanagan Health Region (Vernon Jubilee Hospital), Vernon

North Shore Health Region (Lions Gate Hospital), North Vancouver

Northern Interior Regional Health Board (Prince George Regional Hospital), Prince George

Okanagan Similkameen Health Region (Brookhaven Care Centre, Cottonwoods Extended Care, Kelowna General Hospital), Kelowna

Okanagan Similkameen Health Region (Parkdale Place), Summerland

Okanagan Similkameen Health Region (Penticton Regional Hospital), Penticton

Powell River Community Health Council (Powell River General Hospital), Powell River

Quesnel and District Community Health Council (Dunrovin Park Lodge), Quesnel

Quesnel and District Community Health Council (G.R. Baker Memorial Hospital), Quesnel

Richmond Health Services Society (The Richmond Hospital), Richmond

Sea to Sky Community Health Council (Squamish General Hospital), Squamish

Simon Fraser Health Region (Ridge Meadows Hospital and Health Care Centre), Maple Ridge

Simon Fraser Health Region (Royal Columbian Hospital and Eagle Ridge Hospital and Health Care Centre), New Westminster/Port Moody

Sisters of Charity of Providence in British Columbia (St. Paul's Hospital), Vancouver

Sisters of Providence of St. Vincent de Paul, Holy Family Hospital, Vancouver BC (Holy Family Hospital), Vancouver

South Cariboo Community Health Council (100 Mile District Hospital), 100 Mile House

South Fraser Health Region (Langley Memorial Hospital), Langley

South Fraser Health Region (Peace Arch Hospital), White Rock

South Fraser Health Region (Surrey Memorial Hospital), Surrey

South Peace Community Health Council (Dawson Creek and District Hospital), Dawson Creek

South Peace Community Health Council (Pouce Coupe Community Hospital), Pouce Coupe

Sunshine Coast Community Health Council (St. Mary's Hospital [Sechelt]), Sechelt

Terrace and Area Health Council (Mills Memorial Hospital), Terrace

Thompson Health Region (Nicola Valley General Hospital), Merritt

Thompson Health Region (Overlander Extended Care Hospital), Kamloops

Thompson Health Region (Royal Inland Hospital), Kamloops

Vancouver Hospital and Health Sciences Centre (George Pearson Centre), Vancouver

Vancouver Hospital and Health Sciences Centre (Vancouver Hospital and Health Sciences Centre, UBC Pavilions), Vancouver

CONTINUING CARE COMPONENT

British Columbia Nurses' Union (BCNU)

4 All Seasons Retirement Lodge Ltd. (4 All Seasons Retirement Lodge) [1p], Ladysmith

4020 Investments Ltd. (Dufferin Care Centre) [1p], Coquitlam

498224-BC Inc. (Braddan Private Hospital) [1p], Vancouver

528728 B.C. Ltd., (Canada Way Care Centre) [1p], Burnaby

A.C.M.C.J. Holdings Ltd. (Haven Hill Retirement Centre) [1p], Penticton

Acacia Ty Mawr Holdings Ltd. (Acacia Ty Mawr Holdings Ltd.) [1p], Shawnigan Lake

Alberni Lodge Ltd. (Alberni Lodge) [1p], Port Alberni

Alberni-Clayoquot Continuing Care Society (Fir Park Village) [1], Port Alberni

Alberni-Clayoquot Continuing Care Society (Echo Village) [1], Port Alberni

Aldergrove Lions Seniors Housing Society (Jackman Manor) [1], Aldergrove

Alpha Home Care Services Ltd. (Alpha Home Care Services Ltd.) [7], Victoria

Arcan Developments Ltd. (West Vancouver Care Centre) [1p], West Vancouver

Argyll Lodge Ltd. (Argyll Lodge) [3], Surrey

Arrow and Slocan Lakes Community Services (Arrow and Slocan Lakes Community Services) [6], Nakusp

Arrowsmith Rest Home Society (Arrowsmith Lodge) [1], Parksville

Association of Neighborhood Houses of Greater Vancouver (South Vancouver Adult Day Care) [2], Vancouver

B.C. Centre for Disease Control Society (B.C. Centre for Disease Control Society) [9], Vancouver

Balaclava Investments Ltd. (West Shore Laylum) [1p], Delta

Balfour House, Inc. (Balfour House) [1p], Vancouver

Baptist Housing Society of B.C., The (Central Care Home) [1], Victoria

Baptist Housing Society of B.C., The (Mt. Edwards Court Care Home) [1], Victoria

Belair Resthome Ltd. (Belair Resthome) [1p], White Rock

Bellanova Holdings Ltd. (Twin Cedars Lodge) [1p], Surrey

Bellavista Holdings Ltd. (Grand Vu Lodge) [1p], White Rock

Bethany Home (1990) Ltd. (Bethany Home) [1p], Vernon

Birchwoods Care Facility Ltd., The (Birchwood House) [3p], Vancouver

Boundary Health Council (Boundary Home Support Service) [7], Grand Forks

Boundary Health Council (Boundary Lodge) [1], Grand Forks

Boundary Health Council (Hardy View Lodge) [1], Grand Forks

Broadway Pentecostal Care Association (Broadway Pentecostal Lodge) [1], Vancouver

Brook Manor Lodge (1987) Inc. (Brook Manor Lodge) [3], Victoria

Bulkley Valley Health Council (Bulkley Lodge) [1], Smithers

Burquitlam Intermediate Care Society (Burquitlam Lions Care Centre) [1], Coquitlam

CPAC (Malaspina Gardens) Inc., (Malaspina Gardens) [1p], Nanaimo

C.V.C. Enterprises Ltd. (Summerland Lodge) [1p], Summerland

CHARA Health Care Society (Youville Residence) [1], Vancouver

C.L. Antonio Inc., (Katalin Home) [3], Mission

Calling Foundation (Blenheim Lodge) [1], Vancouver

Campbell River Home Support Association (Campbell River Home Support) [7], Campbell River

Campbell River/Nootka Community Health Council (Yucalta Lodge) [1], Campbell River

Canadian Mental Health Association, Mid Island Branch (CMHA, Mid Island Branch) [3], Nanaimo

Canadian Mental Health Association, Prince George Branch (CMHA, Prince George Branch) [3], Prince George

Canadian Mental Health Association, Vernon and District Branch (CMHA, Vernon and District Branch) [3], Vernon

Capital Health Region (Public Health, Continuing Care, Mental Health) [8]

Capitol Hill Specialized Care Home Ltd., (Capitol Hill Specialized Care Home) [3], Burnaby

Cariboo Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

Carital Continuing Care Society (Villa Carital) [1], Vancouver

Carlsbad Homes Inc. (Carlsbad Private Hospital) [1p], Vancouver

Carlton Lodge Partnership (Carlton Lodge Partnership) [1p], Burnaby

Carlton Hospital Partnership (Carlton Private Hospital) [1p], Burnaby

Cedar Lodge Society (Skeleem Village) [3], Cobble Hill

Cedarhurst Private Hospital Ltd. (Amherst Private Hospital) [1p],Vancouver

Central Care Corporation (Lakeview Care Centre) [1p], Vancouver

Central Vancouver Island Health Region (Public Health, Continuing Care, Mental Health) [8]

Central Vancouver Island Health Region (Cowichan Home Support Society) [7], Duncan

Central Vancouver Island Health Region (Cowichan Lodge) [1], Duncan

Central Vancouver Island Health Region (Eagle Park Health Care Facility) [1], Qualicum Beach

Central Vancouver Island Health Region (Nanaimo and District Home Support) [7], Nanaimo

Central Vancouver Island Health Region (Parksville and District Home Support) [7], Parksville

Central Vancouver Island Health Region (Port Alberni Home Support) [7], Port Alberni

Chantelle Management Ltd. (Castleview Care Centre) [1p], Castlegar

Chantelle Management Ltd. (Eden Intermediate Care Facility) [1p], Sardis

Chantelle Management Ltd. (Kensington Private Hospital) [1p], Vancouver

Cherington Intercare Inc., (Cherington Place) [1p], Surrey

Chown Adult Day Care Centre Society (Chown Adult Day Care Centre) [2], Vancouver

City Centre Care Society (Central City Lodge) [1], Vancouver

City Centre Care Society, The (Cooper Place Intermediate Care Facility) [1], Vancouver

City Centre Care Society, The (Cordova House) [1], Vancouver

Coast Garibaldi Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

Columbian Centre Society (Columbian House) [3], Nanaimo

Columbian Centre Society (Tudor House) [3], Nanaimo

Comcare (Canada) Limited (Comcare Canada Ltd. (Vancouver)) [7p], Vancouver

Community Home Support Services Association (Community Home Support Services Association) [7], Vancouver

Comox Valley Community Health Council (Comox Valley Home Support) [7], Courtenay

Comox Valley Community Health Council (Comox Valley Nursing Station) [9], Courtenay

Complete Mental Health Association (Complete Mental Health Association) [3], Vernon

Craigdarroch Care Home Ltd. (Craigdarroch Care Home) [1p], Victoria

Cranbrook Health Council (Cranbrook Home Support Services) [7], Cranbrook

Cranbrook Health Council (Dr. F.W. Green Memorial Home) [1], Cranbrook

Crossreach Project of Vancouver (Crossreach Seniors' Day Centre) [2], Vancouver

Crestlene Lodge Ltd. (Crestlene Lodge) [3p], Delta

Creston and District Health Council (Creston Valley Home Support) [7], Creston

Creston and District Health Council (Pioneer Villa) [1], Creston

Creston and District Health Council (Swan Valley Lodge) [1], Creston

Dania Home Society (Dania Home) [1], Burnaby

Dawn Davies Health Care Ltd. (Camosun Heights Facility) [3], Victoria

Dawn Davies Health Care Ltd. (Parkside Facility) [3], Victoria

Dawn Davies Health Care Ltd. (Saanich House) [3], Victoria

Decker Management Ltd. (Holyrood Manor) [1p], Maple Ridge

Decker Management Ltd. (Normandy Hospital) [1p], Vancouver

Decker Management Ltd. (Sandringham Hospital) [1p], Victoria

Decker Management Ltd. (Simpson Hospital) [1p], Fort Langley

Delta Lodge Ltd. (Delta Lodge Ltd.) [3], Delta

Down's Enterprises Ltd., (Down's Residence) [3], Vernon

Dunblane Estates Partnership (Como Lake Private Hospital) [1p], Coquitlam

East Kootenay Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

Elizabeth Bagshaw Society (Elizabeth Bagshaw Women's Clinic) [6], Vancouver

Elk Valley and South Country Health Council (Tom Uphill Memorial Home) [1], Fernie

Evergreen Baptist Care Society (Evergreen Baptist Home) [1], White Rock

Everywomen's Health Centre Society (1988), (Everywomen's Health Centre) [6], Vancouver

Extendicare (Canada) Inc., (Para-Med Health Services Prince George) [7p], Prince George

Extendicare (Canada) Inc., (Para-Med Health Services, Abbotsford) [7p], Abbotsford

Extendicare (Canada) Inc., (Para-Med Health Services, Burquitlam) [7p], Coquitlam

Extendicare (Canada) Inc., (Para-Med Health Services, Nanaimo) [7p], Nanaimo

Extendicare (Canada) Inc., (Para-Med Health Services, (Surrey) [7p], Surrey

Extendicare (Canada) Inc., (Para-Med Health Services, Vancouver) [7p], Vancouver

Extendicare (Canada) Inc., (Para-Med Health Services, Victoria) [7p], Victoria

Extendicare (Canada) Inc. (Pine Grove Lodge) [1p], Kamloops

Fair Haven United Church Homes, The (Fairhaven United Church Homes (Burnaby)) [1]

Fair Haven United Church Homes, The (Fairhaven United Church Homes (Vancouver)) [1]

False Creek Residence Society (False Creek Residence) [1], Vancouver

Fernwood Home Support Services Society (Fernwood Home Support Services Society) [7], Victoria

Finnish Canadian Rest Home Society (Finnish Home) [1], Vancouver

Finnish Canadian Rest Home Society (Finnish Manor) [1], Vancouver

Foursquare Madge Meadwell Foundation (Central Park Manor) [1], Burnaby

Fraser Cheam Home Support Society (Fraser Cheam Home Support Soceity) [7], Sardis

Fraser Valley Health Region (Public Health, Continuing Care, Mental Health) [8]

Fraserview Intermediate Care Lodge Co. Ltd. (Fraserview Intermediate Care Lodge) [1p], Richmond

German-Canadian Benevolent Society of B.C. (German Canadian Care Home) [1], Vancouver

Glacier View Lodge Society (Glacier View Lodge) [1], Comox

Golden Ears Intermediate Care Society (Golden Ears Retirement Centre) [1], Maple Ridge

Good Shepherd Lodge Inc. (Good Shepherd Lodge) [3p], White Rock

Governing Council of the Salvation Army in Canada, Buchanan Lodge (Buchanan Lodge) [1], New Westminster

Governing Council of the Salvation Army in Canada, Sunset Lodge, The (Sunset Lodge) [1], Victoria

Greater Trail Community Health Council (Columbia View Lodge) [1], Trail

Greater Trail Community Health Council (Kiro Manor) [1], Trail

Greater Trail Community Health Council (Trail and District Home Support and Alpha House) [7], Trail

Greater Vancouver Mental Health Service Society (Greater Vancouver Mental Health Service Society) [3], Vancouver

Greater Victoria Drug and Alcohol Rehabilitation Society (DARS – Pemberton House) [4], Victoria

Greenridge Place Incorporated (Greenridge Place) [3], Victoria

Grouseview Care Home Inc. (Grouseview Care Home) [3], North Vancouver

Gulf Islands Intermediate and Personal Care Society, The (Greenwoods) [1], Ganges

Harmony Hall Ltd. (Harmony Hall) [1p], Duncan

Haro Park Centre Society (Haro Park Centre) [1], Vancouver

Haven Guest Home (Haven Guest Home) [3], Maple Ridge

Heritage Home Intermediate Care Inc. (Heritage Home) [1p], Ladner

Hilton Villa Care Centre Ltd. (Hilton Villa) [1p], Surrey

Hu Enterprises Ltd. (Oceanview Care Home) [1p], White Rock

Hurst Management Ltd. (Sidney Intermediate Care Home) [1p], Sidney

I.D.S. Management Ltd., (Melissa Park Lodge) [3], Port Coquitlam

Icelandic Care Home Hofn Society, The (Icelandic Care Home) [1], Vancouver

Inglewood Private Hospital Ltd. (Inglewood Private Hospital, Inglewood Lodge) [1p], West Vancouver

Invicta Enterprises Incorporated (New Greenwoods Lodge) [3], Surrey

Island Community Home Support Services Society (Island Community Home Support) [7], Victoria

James Bay Health and Community Services Society (James Bay Community Project/James Bay Home Support Services) [7], Victoria

James Bay Multi-Level Care Society (Beckley Farm Lodge) [1], Victoria

Jewish Home for the Aged of British Columbia (Louis Brier Home and Hospital) [1], Vancouver

Kamloops Home Support Services Association (Kamloops Home Support (Barriere House)) [7], Kamloops

Kamloops Society for Alcohol and Drug Services (Phoenix Centre) [4], Kamloops

Kimberley Community Health Council (Kimberley Special Care Home) [1], Kimberley

Kinsmen Retirement Centre Association (Kinsmen Retirement Centre) [1], Delta

Kootenay Boundary Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

Langley Special Care Homes Society (Langley Lodge) [1], Langley

Levi Labro (Labro Manor, Alpine Lodge) [3], Vancouver

Little Mountain Residential Care & Housing Society (Little Mountain Place) [1], Vancouver

Little Mountain Residential Care & Housing Society (Taylor Manor) [1], Vancouver

Luther Court Society (Luther Court) [1], Victoria

M. Kopernik (Nicolaus Copernicus) Foundation (Kopernik Lodge) [1], Vancouver

MacAndrew Lodge Ltd. (MacAndrew Lodge) [3], Victoria

Magnolia Community Care Society (Magnolia House) [3], North Vancouver

Maplewood House Society, The (Maplewood House) [1], Abbotsford

Marpole-Oakridge Area Council Society (Marpole-Oakridge Area Council Society) [7], Vancouver

McBride Manor Society (McBride Manor) [3], Trail

Mide Holdings Ltd. (Haney Intermediate Care Centre) [1p], Maple Ridge

Mirza Alladina (Mountview Lodge) [3], North Vancouver

Nechako Valley Community Services Society (Nechako Valley Community Services Society) [7], Vanderhoof

Nelson and Area Health Council (Nelson and District Home Support Services) [7], Nelson

Nelson and Area Health Council (Nelson Jubilee Manor) [1], Nelson

New Vista Society, The (New Vista Care Home) [1], Burnaby

North Coast Community Health Council (Acropolis Manor) [1], Prince Rupert

North Coast Community Health Council (Prince Rupert Regional Hospital), Prince Rupert

North Okanagan Health Region (Public Health, Continuing Care, Mental Health) [8]

North Okanagan Health Region (Armstrong Spallumcheen Home Support Service) [7], Armstrong

North Okanagan Health Region (Gateby Intermediate Care Facility) [1], Vernon

North Okanagan Health Region (Moberly Park Manor) [1], Revelstoke

North Okanagan Health Region (Noric House) [1], Vernon

North Okanagan Health Region (Salmon Arm Pioneer Lodge) [1], Salmon Arm

North Okanagan Health Region (Shuswap Home Support Services) [7], Salmon Arm

North Peace Health Council (North Peace Home Support) [7], Fort St. John

North Peace Health Council (Peace Lutheran Care Centre) [1], Fort St. John

North Shore Health Region (Public Health, Continuing Care, Mental Health) [8]

North Shore Health Region (Cedarview Lodge) [1], North Vancouver

North Shore Health Region (Kiwanis Care Centre) [1], North Vancouver

North Shore Health Region (North Shore Home Support – Margaret Fulton Adult Day Centre and West Vancouver Adult Day Centre) [7], North Vancouver

North Shore Private Hospital (1985) Ltd. (North Shore Private Hospital) [1p], North Vancouver

North West Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

Northcrest Care Centre Ltd. (Northcrest Care Centre Ltd.) [1p], Delta

Northern Interior Regional Health Board (Public Health, Continuing Care, Mental Health) [8]

Northern Interior Regional Health Board (Omineca Lodge (41) Retirement Home) [1], Vanderhoof

Northern Interior Regional Health Board (Parkside Intermediate Care Home) [1], Prince George

Northern Interior Regional Health Board (Prince George & District Home Support) [7], Prince George

Northern Interior Regional Health Board (Rainbow Intermediate Care Home) [1], Prince George

Norwegian Old People's Home Association (Normanna Rest Home) [1], Burnaby

Oak Bay Kiwanis Health Care Society (Oak Bay Kiwanis Pavilion) [1], Victoria

Okanagan Similkameen Health Region (Public Health, Continuing Care, Mental Health) [8]

Okanagan Similkameen Health Region (Braemore Lodge) [3], Kelowna

Okanagan Similkameen Health Region (David Lloyd-Jones Home) [1], Kelowna

Okanagan Similkameen Health Region (Kelowna Home Support) [7], Kelowna

Okanagan Similkameen Health Region (Penticton Home Support Services) [7], Penticton

Okanagan Similkameen Health Region (Ridgewood Lodge) [1], Princeton

Okanagan Similkameen Health Region (Sagebrush Lodge) [1], Osoyoos

Okanagan Similkameen Health Region (Sunnybank Centre) [1], Penticton

Okanagan Similkameen Health Region (Three Links Manor) [1], Kelowna

Okanagan Similkameen Health Region (Trinity Center) [1], Penticton

P. & J. Nacionales Corporation (Capa Lodge) [3], Vancouver

Peace Liard Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

Peninsula Community Association (Peninsula Community Association) [7], Sydney

Pioneer Community Living Association (Pioneer House) [3], New Westminster

Pleasant Meadows Lodge (1987) Ltd. (Pleasant Meadows) [1p], Winfield

Pleasant View Housing Society 1980 (Pleasant View Care Home) [1], Mission

Port Coquitlam Senior Citizens' Housing Society (Hawthorne Care Centre) [1], Port Coquitlam

Powell River Community Health Council (Powell River and District Home Support) [7], Powell River

Preferred Care Corporation (Capilano Care Centre) [1p], West Vancouver

Preferred Care Corporation (James Bay Lodge) [1p], Victoria

Pungun Holdings Ltd. (Sunrise Special Care Facility), [3] Abbotsford

Queen Charlotte Islands/Haida Gwaii Community Health Council (Queen Charlotte Islands Health Care) [6], Queen Charlotte City

Quesnel and District Child Development Centre (Quesnel Child Development Centre) [5], Quesnel

Quesnel Contact Line and Centre (Quesnel Contact Line) [6], Quesnel

Racanello Construction Ltd. et al., (Cartier House) [1p], Coquitlam

Renfrew Care Ventures Ltd. (Renfrew Care Centre) [1p], Vancouver

Renfrew/Collingwood Seniors Society (Renfrew/Collingwood Adult Day Centre) [2], Vancouver

Richmond Health Services Society (Richmond Lions Manor) [1], Richmond

Richmond Intermediate Care Society (Rosewood Manor) [1], Richmond

Richmond Health Services Society (Public Health, Continuing Care, Mental Health) [8], Richmond

Richmond Kinsmen Home Support Society (Richmond Kinsmen Home Support) [7], Richmond

Rolling Winds Enterprises Inc. (Pender House) [3p], Vancouver

Royal Arch Masonic Homes Society (Royal Arch Masonic Home) [1], Vancouver

Royal Ascot Care Centre Ltd. (Royal Ascot Care Centre) [1p], Vancouver

Sayo Development Corporation (Craigend Resthome) [3], Burnaby

Sayo Development Corporation (Patterson Lodge) [3], New Westminster

Sea to Sky Community Health Council (Howe Sound Home Support Service) [7], Squamish

Seto Holdings Ltd. (Stephen Lodge) [3], Vancouver

Shelmarie Rest Home (1994) Inc. (Shelmarie Rest Home Inc.) [1p], Victoria

Sherwood Crescent Manor Ltd. (Sherwood Crescent Manor) [1p], Abbotsford

Simon Fraser Health Region (Public Health, Continuing Care, Mental Health) [8]

Simon Fraser Health Region (Ridge-Meadows Home Support) [7], Maple Ridge

Simon Fraser Health Region (Simon Fraser Home Support) [7], Coquitlam

Simon Fraser Health Region (Second Spring Adult Day Care) [2], New Westminster

Simon Fraser Lodge Inc. (Simon Fraser Lodge) [1p], Prince George

Skipton Holdings Ltd. (Mountain View Home) [3p], Abbotsford

Smithers Home Support Service Society (Smithers Home Support Service Society) [7], Smithers

Societe du Foyer Maillard (Foyer Maillard) [1], Maillardville

South Fraser Health Region (Public Health, Continuing Care, Mental Health) [8]

South Peace Child Development Society (South Peace Child Development Society) [5], Dawson Creek

South Peace Community Health Council (Peace River Haven) [1], Pouce Coupe

South Peace Community Health Council (Rotary Manor) [1], Dawson Creek

South Peace Community Health Council (South Peace Home Support) [7], Dawson Creek

St. James Community Service Society (St. James Community Service Society) [3], Vancouver

St. Jude's Anglican Home Society (St. Jude's Anglican Home) [1], Vancouver

St. Michael's Centre Hospital and Intermediate Care Societies (St. Michael's Centre) [1], Burnaby

Sunshine Coast Community Health Council (Kiwanis Village Care Home) [1], Gibsons

Sunshine Coast Community Health Council (Shorncliffe) [1], Sechelt

Sunshine Coast Community Health Council (Sunshine Coast Home Support) [7], Sechelt

Tabor Home Society (Tabor Home) [1], Clearbrook

Terrace and Area Health Council (Terraceview Lodge) [1], Terrace

Thompson Health Region (Public Health, Continuing Care, Mental Health) [8]

Thompson Health Region (Mountain View Lodge) [1], Lillooet

Thompson Health Region (Ponderosa Lodge) [1], Kamloops

Three Links Care Society, The (Three Links Care Centre) [1], Vancouver

Upper Island/Central Coast Community Health Services Society (Public Health, Continuing Care, Mental Health) [8]

VCPC Holdings Ltd. (Chrysalis 22 & 24), [3], Surrey

Valley Home Support Society (Valley Home Support Society) [7], Clearbrook

Valleyhaven Guest Home (Valleyhaven Guest Home) [1], Chilliwack

Vancouver East Lions Society (The) (Lion's Den Adult Day Centre "Encourage") [2], Vancouver

Vancouver Island Housing Association for the Physically Disabled (1976) (Nigel House) [1], Victoria

Vancouver Mental Patients' Association Society (Vancouver Mental Patients Association) [3], Vancouver

Vancouver/Richmond Health Board (Public Health, Continuing Care, Mental Health) [8]

Vernon and District Home Support Society (Vernon and District Home Support) [7], Vernon

Victoria Home Support Society (Victoria Home Support Society) [7], Victoria

Waddell's Haven Guest Home Mission Ltd., (Waddell's Haven Guest Home) [3], Mission

Waverley Care Facility Ltd. (Emerald House) [3], Vancouver

Westbank First Nation Development Co. Ltd. (Pine Acres Home) [1p], Kelowna

Westcoast Native Health Care Society, The (Tsawaayuus – Rainbow Gardens) [1], Port Alberni

Whalley & District Senior Citizens' Housing Society (Kinsmen Place Lodge) [1], Surrey

White Rock Come Share Society (White Rock Come Share Centre) [2], White Rock

Willingdon Park Hospital Ltd. (Willingdon Park Hospital) [1p], Burnaby

Willowdale Guest Home Ltd. (Willowdale Guest Home) [1p], Armstrong

Windermere Care Centre Inc. (Southpines Private Hospital) [1p], Vancouver

Windermere Care Centre Inc. (Windermere Care Centre) [1p], Vancouver

Windsor Manor Care Centre Ltd. (Windsor Manor Care Centre) [1p], Kelowna

Wintrestle Intermediate Care Inc. (Wintrestle I) [1p], Surrey

Wintrestle Intermediate Care Inc. (Wintrestle II) [1p], Surrey

Yaletown House Society (Yaletown House) [1], Vancouver

Yvonne Andrews Holdings Ltd. (English Manor/Clover Lodge) [3], Victoria

Union of Psychiatric Nurses (UPN)

Capital Health Region (Mental Health) [8]

Cariboo Community Health Services Society (Mental Health) [8]

Central Vancouver Island Health Region (Mental Health) [8]

Coast Garibaldi Community Health Services Society (Mental Health) [8]

East Kootenay Community Health Services Society (Mental Health) [8]

Fraser Valley Health Region (Mental Health) [8]

Greater Vancouver Mental Health Service Society (Greater Vancouver Mental Health Service Society) [3], Vancouver

Kootenay Boundary Community Health Services Society (Mental Health) [8]

North Okanagan Health Region (Mental Health) [8]

North Shore Health Region (Mental Health) [8]

North West Community Health Services Society (Mental Health) [8]

Northern Interior Regional Health Board (Mental Health) [8]

Okanagan Similkameen Health Region (Mental Health) [8]

Okanagan Similkameen Health Region (David Lloyd-Jones Home) [1], Kelowna

Peace Liard Community Health Services Society (Mental Health) [8]

Pleasant View Housing Society 1980 (Pleasant View Care Home) [1], Mission

Simon Fraser Health Region (Mental Health) [8]

South Fraser Health Region (Mental Health) [8]

Upper Island/Central Coast Community Health Services Society (Mental Health) [8]

Terrace and Area Health Council (Terraceview Lodge) [1], Terrace

Thompson Health Region (Mental Health) [8]

Health Sciences Association (HSA)

4020 Investments Ltd. (Dufferin Care Centre) [1p], Coquitlam

528728 B.C. Ltd., (Canada Way Care Centre) [1p], Burnaby

A.C.M.C.J. Holdings Ltd. (Haven Hill Retirement Centre) [1p], Penticton

B.J.V. Enterprises (CRESST South Fraser) [3], Surrey

Baptist Housing Society of B.C., The (Central Care Home) [1], Victoria

Bethany Home (1990) Ltd. (Bethany Home) [1p], Vernon

Blue Spruce Cottage Limited (Blue Spruce Cottage) [3], New Westminster

Bulkley Valley Health Council (Bulkley Lodge) [1], Smithers

Burquitlam Intermediate Care Society (Burquitlam Lions Care Centre) [1], Coquitlam

C.L. Antonio Inc., (Katalin Home) [3], Mission

CPAC (Malaspina Gardens) Inc., (Malaspina Gardens) [1p], Nanaimo

Calling Foundation (Blenheim Lodge) [1], Vancouver

Canadian Mental Health Association, Kamloops Branch (CMHA, Kamloops Branch) [3], Kamloops

Canadian Mental Health Association, Prince George Branch (CMHA, Prince George Branch) [3], Prince George

Canadian Mental Health Association, Salmon Arm and District Branch (CMHA, Salmon Arm and District Branch) [3], Salmon Arm

Carlton Lodge Partnership (Carlton Lodge Partnership) [1p], Burnaby

Carlton Hospital Partnership (Carlton Private Hospital) [1p], Burnaby

Central Vancouver Island Health Region (Eagle Park Health Care Facility) [1], Qualicum Beach

Chantelle Management Ltd. (Eden Intermediate Care Facility) [1p], Sardis

Chester House Care Facility Ltd. (Chester House) [3], Vancouver

City Centre Care Society (Central City Lodge) [1], Vancouver

City Centre Care Society, The (Cooper Place Intermediate Care Facility) [1], Vancouver

City Centre Care Society, The (Cordova House) [1], Vancouver

Coast Foundation Society (1974) (Coast Foundation) [3], Vancouver

Columbian Centre Society (Columbian House) [3], Nanaimo

Cranbrook Health Council (Dr. F.W. Green Memorial Home) [1], Cranbrook

Crestlene Lodge Ltd. (Crestlene Lodge) [3], Delta

Creston and District Health Council (Swan Valley Lodge) [1], Creston

Dania Home Society (Dania Home) [1], Burnaby

Daniel Gaumont (Gaumont Residence) [3], Kamloops

Decker Management Ltd. (Holyrood Manor) [1p], Maple Ridge

Decker Management Ltd. (Normandy Hospital) [1p], Vancouver

Down's Enterprises Ltd. (Down's Residence) [3], Vernon

Finnish Canadian Rest Home Society (Finnish Manor) [1], Vancouver

Glacier View Lodge Society (Glacier View Lodge) [1], Comox

Golden Ears Intermediate Care Society (Golden Ears Retirement Centre) [1], Maple Ridge

Good Shepherd Lodge Inc. (Good Shepherd Lodge) [3], White Rock

Greater Trail Community Health Council (Columbia View Lodge) [1], Trail

Greater Trail Community Health Council (Kiro Manor) [1], Trail

Grouseview Care Home Inc. (Grouseview Care Home) [3], North Vancouver

Haro Park Centre Society (Haro Park Centre) [1], Vancouver

Haven Guest Home (Haven Guest Home) [3], Maple Ridge

Hu Enterprises Ltd. (Oceanview Care Home) [1p], White Rock

I.D.S. Management Ltd., (Melissa Park Lodge) [3], Port Coquitlam

Jewish Home for the Aged of British Columbia (Louis Brier Home and Hospital) [1], Vancouver

Kamloops Society for Alcohol and Drug Services (Phoenix Centre) [4], Kamloops

Kinsmen Retirement Centre Association (Kinsmen Retirement Centre) [1], Delta

Langley Special Care Homes Society (Langley Lodge) [1], Langley

Little Mountain Residential Care & Housing Society (Little Mountain Place) [1], Vancouver

Little Mountain Residential Care & Housing Society (Taylor Manor) [1], Vancouver

McBride Manor Society (McBride Manor) [3], Trail

Magnolia Community Care Society (Magnolia House) [3], North Vancouver

Mide Holdings Ltd. (Haney Intermediate Care Centre) [1p], Maple Ridge

Mirza Alladina (Mountview Lodge) [3], North Vancouver

Nelson and Area Health Council (Nelson Jubilee Manor) [1], Nelson

New Vista Society, The (New Vista Care Home) [1], Burnaby

North Okanagan Health Region (Moberly Park Manor) [1], Revelstoke

North Okanagan Health Region (Salmon Arm Pioneer Lodge) [1], Salmon Arm

North Shore Health Region (Cedarview Lodge) [1], North Vancouver

Oak Bay Kiwanis Health Care Society (Oak Bay Kiwanis Pavilion) [1], Victoria

Okanagan Similkameen Health Region (Braemore Lodge) [3], Kelowna

Okanagan Similkameen Health Region (Sunnybank Centre) [1], Penticton

Okanagan Similkameen Health Region (Trinity Center) [1], Penticton

Pioneer Community Living Association (Pioneer House) [3], New Westminster

Port Coquitlam Senior Citizens' Housing Society (Hawthorne Care Centre) [1], Port Coquitlam

Powell River Community Health Council (Powell River and District Home Support) [7], Powell River

Preferred Care Corporation (Capilano Care Centre) [1p], West Vancouver

Preferred Care Corporation (James Bay Lodge) [1p], Victoria

Racanello Construction Ltd. et al., (Cartier House) [1p], Coquitlam

Richmond Health Services Society (Richmond Lions Manor) [1], Richmond

Richmond Intermediate Care Society (Rosewood Manor) [1], Richmond

Royal Arch Masonic Homes Society (Royal Arch Masonic Home) [1], Vancouver

Royal Ascot Care Centre Ltd. (Royal Ascot Care Centre) [1p], Vancouver

Societe du Foyer Maillard (Foyer Maillard) [1], Maillardville

South Peace Community Health Council (Peace River Haven) [1], Pouce Coupe

Sunshine Coast Community Health Council (Kiwanis Village Care Home) [1], Gibsons

Sunshine Coast Community Health Council (Shorncliffe) [1], Sechelt

Sunshine Coast Community Health Council (Sunshine Coast Home Support) [7], Sechelt

T. Jordan Inc. (Granville House) [3], Richmond

Thompson Health Region (Ponderosa Lodge) [1], Kamloops

Three Links Care Society, The (Three Links Care Centre) [1], Vancouver

Valleyhaven Guest Home (Valleyhaven Guest Home) [1], Chilliwack

Vancouver Mental Patients' Association Society (Vancouver Mental Patients Association) [3], Vancouver

Waddell's Haven Guest Home Mission Ltd., (Waddell's Haven Guest Home) [3], Mission

Westbank First Nation Development Co. Ltd. (Pine Acres Home) [1p], Kelowna

Whalley & District Senior Citizens' Housing Society (Kinsmen Place Lodge) [1], Surrey

Willingdon Park Hospital Ltd. (Willingdon Park Hospital) [1p], Burnaby

Willowdale Guest Home Ltd. (Willowdale Guest Home) [1p], Armstrong

Yaletown House Society (Yaletown House) [1], Vancouver

Industrial Wood and Allied Workers of Canada (IWA)

Central Cariboo Chilcotin Health Council (Central Cariboo Home Support Services) [7], Williams Lake

British Columbia Government Employees' Union

Bella Vue Guest Home (1988) Ltd. (Bella Vue Guest Home) [3], Surrey

Hospital Employees' Union

Richmond Manor (Richmond Manor) [3], Richmond

Legend

[p] Private Employer
[1] Long-Term Care
[2] Adult Day Care
[3] Mental Health
[4] Alcohol and Drug
[5] Child Development Centre
[6] Community Service Agency
[7] Home Support Agency
[8] Health Region or Community Health Service Society
[9] Other

Note: List includes all members of HEABC who are covered by the PCA with exception of those Employers who were newly certified after March 3, 1999

APPENDIX D

MEMORANDUM OF UNDERSTANDING

EARLY SAFE RETURN TO WORK

The Union and the HEABC agree that ill or injured employees may benefit from involvement in Early Safe Return to Work Programs which may involve a number of initiatives such as a gradual increase in hours of work up to full shift hours, modified work, work place modification, a work hardening program, or, if necessary a change in work assignment.

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process. All employees engaged in a rehabilitation/treatment process shall be supernumerary.

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and the employee's immediate supervisor will meet to agree on a suitable program.

A written program for the employee will include:

1. An overview of the employee's program plan, including its expected outcome and end date. (Programs shall not exceed six months).
2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
3. A detailed outline of Employer and employee responsibilities under the program.
4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

Employees engaged in an Early Safe Return to Work Program shall be provided with a copy of the written program.

The Employer designate, in conjunction with the immediate supervisor, shall be responsible for making all necessary arrangements for the employee's return to the work place. The Union steward shall be allowed time away from her usual assigned duties to meet with Union members at the work site to familiarize them with the terms and conditions of their co-worker's return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for 15 hours or more

per week (effective September 30, 1993, fourteen point four (14.4) hours or more per week) are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, group life and LTD which shall be paid in accordance with Article 46. It is further agreed that participation in the program will not delay LTD entitlement.

Employees engaged in an Early Safe Return to Work Program will fall into one of four groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage and benefit entitlements, when participating in the program will be consistent with the terms of the agreement and are outlined below:

Group 1 Employees suffering an occupational illness or injury who are in receipt of WCB payments.

- Receive full wages and benefits. (Article 42.07 Leave – Workers' Compensation)

Group 2 Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim; who have accumulated sick time and/or who choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive sick pay/vacation pay for all hours not worked. All benefits continue uninterrupted.

Group 3 Employees suffering a non-occupational illness or injury or who are awaiting acceptance of a WCB claim, who have no accumulated sick time and/or do not choose to utilize accumulated vacation time.

- Receive pay and appropriate premiums for all hours worked at the work place and receive UIC sick benefits for the balance, subject to their entitlement. Medical, dental, extended health, LTD, group life insurance and superannuation coverage are reinstated on commencement of the program and all other benefits are reinstated when working 15 hours (effective September 30, 1993: 14.4) or more per week as outlined in Article 11.03(B).

Group 4 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 2/3 of

basic month earnings at the date of disability. Benefits will be reinstated in the same manner as for Group 3, excepting LTD. Employees shall have their group life insurance premiums waived.

- The cap in Appendix B, Section 3(D) is waived for the duration of the employee's participation in an Early Safe Return to Work Program.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

SAFETY IN THE WORK PLACE

The parties will form an industry Safety in the Work Place Committee to research, recommend and promote safety in the work place. The Committee will consist of three members from each party.

The Committee will deal with a wide range of issues including violence in the work place and employee assistance programs (EAP's). The Committee will meet within sixty (60) days of signing the collective agreement. The Committee will make its initial report of findings and recommendations to the parties within six months of formation. Further reports are due at subsequent six month intervals. The future directions of the Committee will be reassessed on a six month rolling cycle.

The parties will pay the salary costs of their respective members of the Committee and will share equally common costs such as the cost of meeting rooms.

With respect to EAPs the parties agree to conclude, before the expiry of the collective agreement, a comprehensive study of EAPs. This study shall include a review of the information gathered to date by the industry with a view of determining;

a) Which HEABC facilities presently have EAPs;
b) the nature and scope of programs in place in these facilities;
c) other EAP alternatives in the community, including multi-Employer programs and programs in remote locations.

The Committee's recommendations will include criteria for acceptable EAPs specifically including ways to ensure the confidentiality of all participants.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

OCCUPATIONAL HEALTH & SAFETY

HEABC will encourage facilities to expand the OH&S knowledge and skill base of all OH&S committee members. Such measures may include in-services, courses offered by external agencies, video training and printed matter. Further, HEABC and the NBA will jointly seek additional funding to further OH&S committee members' education.

HEABC will encourage senior managers of member facilities to actively participate as members on their respective OH&S committees.

The NBA will continue to encourage its members to actively participate on OH&S committees in each facility.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

JOINT COMMITTEE EARLY SAFE RETURN TO WORK

The parties agree to form an Early Safe Return to Work Committee consisting of:

- one HEABC staff member
- one Union staff member (on behalf of NBA)
- two Employer representatives
- two employee representatives selected by the Union.

Purpose

The purpose of the Committee is to promote the philosophy and encourage the introduction of Early Safe 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 Early Safe Return to Work programs in facilities.
2. Act as an advisor to employees and Employers on Early Safe Return to Work programs in facilities.
3. Request information and provide feedback concerning individual Employer Early Safe Return to Work Programs.

4. Develop and promote industry pilot projects on Early Safe 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 Early Safe Return to Work initiatives.
6. The parties will perform regular appraisals of the Committee's work. The Committee will report to the parties on an annual basis.

The parties shall meet within one month of the signing of the agreement and at least quarterly thereafter over the term of the agreement.

The expenses of the committee members are the responsibility of the respective parties. Other agreed upon expenses shall be shared equally.

APPENDIX H

MEMORANDUM OF UNDERSTANDING

RESULTS OF REHABILITATION PROGRAMS

The parties believe that rehabilitation assessment and early safe return to work programs will result in an improvement over historical rates of successful rehabilitation.

The Early Safe Return to Work Committee will develop a report on rehabilitation rates before April 1, 1996 and after analyzing the impact of the programs, will estimate resulting savings to the benefit plan. The report will be submitted to the parties no later than 3 months prior to the expiry of the collective agreement and will be used in discussion of LTD benefits, rehabilitation assessment and early safe return to work programs at the next round of negotiations.

The parties agree that if the rehabilitation and early safe return to work programs result in an improvement over historical rates of successful rehabilitation, the Employer will favourably consider improvements of benefits for nurses who have been on LTD for several years in recognition of the resulting savings to the benefit plan.

The parties agree that the resulting savings from the program for the term of this agreement were included in payments pursuant to the Report and Recommendations of Industrial Inquiry Commissioner Vincent L. Ready.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

REHABILITATION ASSESSMENT BENEFIT

The parties recognize the benefits of rehabilitation assistance for ill or injured employees. Therefore, the parties agree to jointly develop and produce an information package for employees that outlines the merits of participating in a rehabilitation program.

The rehabilitation assessment benefit is available to all employees accepted on LTD. The benefit shall include a comprehensive assessment of the employee's suitability and readiness to embark on an individualized rehabilitation program. This assessment shall be conducted by an independent agency(ies) selected by the Committee on Early Safe Return to Work.

1. An employee accepting the benefit shall be fully informed of the intent to assess her suitability for a rehabilitation program and the intent, if judged appropriate, to design an individualized rehabilitation program. The decision to participate in a rehabilitation assessment remains with the employee.
2. A rehabilitation assessment report will be provided to the employee and the Health & Benefit Plan Administrator.
3. Refusal to accept the rehabilitation assessment benefit or subsequent refusal to participate in a rehabilitation program will not affect an employee's LTD coverage rights or any sick leave payment rights.
4. The rehabilitation assessment shall be available to the employee at no cost and if travel is required, shall include reasonable travel and living expenses which shall be paid for by the Health and Benefit Plan Administrator.

APPENDIX J

MEMORANDUM OF UNDERSTANDING

ARTICLE 49 – SUPERANNUATION

Should the Pension Corporation permit employees who fall within the scope of the Pension (Municipal) Plan, as a result of a merger or amalgamation, an option to decline being covered by the Pension (Municipal) Plan, then the parties agree that guidelines governing such an option, as set out by the Pension Corporation, would prevail.

APPENDIX K

MEMORANDUM OF UNDERSTANDING

INFOHEALTH SYSTEM

Representatives of facilities not on the InfoHealth system or who discontinue use of the InfoHealth system shall, on request, meet with a representative of the BCNU Finance Department. The goal of the meeting is to reach a mutually acceptable method of forwarding the member information and dues.

APPENDIX L

MEMORANDUM OF UNDERSTANDING

RETIREMENT PLAN FOR PROPRIETARY EMPLOYERS

This Appendix deleted as of January 1, 2004.

Effective April 1, 1997, the provisions of the following Retirement Scheme shall be implemented for all proprietary Employers who were not subject to it prior to April 1, 1997.

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Retirement Scheme, the terms and conditions of which are as follows. Casual employees who have completed two (2) consecutive years of service and who have earned thirty-five percent (35%) of the yearly maximum pensionable earnings in each of the two (2) years shall have the option of enrolling in the plan.

1. **Type of Plan**
   The Plan will be a Defined Contribution Pension Plan.
2. **Rates and Terms of Contributions**
   The contribution rate will be three percent (3%) by the Employer and (3%) by the employee, subject to the following conditions:
   (a) Irrespective of the vesting formula, Employer contributions will remain in the fund when employees terminate their employment.
3. **Allocation of Contributions**
   Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be regularly available, and in any case each member will receive an annual statement of her accumulated balance.

4. **Investment of Contributions**
All contributions will be directed to a guaranteed current interest account, provided that the intermediary chosen to hold the funds agrees to book value payouts.

5. **Vesting**
(a) (i) Employer contributions made to the Plan prior to January 1, 1993, will be vested in the employee as to fifty percent (50%) after five (5) years of contributory employment, and this percentage will increase by ten percent (10%) each subsequent year, reaching one hundred percent (100%) after ten (10) years.

(ii) Employer contributions made to the Plan on or after January 1, 1993, will be vested in the employee on the date the employee has completed five (5) years of employment with the Employer.

(b) (i) On termination of employment before retirement age, a non-vested employee will receive the balance arising from her own contributions in cash. Employer contributions on behalf of both non-vested and vested employees will remain in the fund.

(ii) On termination of employment before retirement age, vested employees shall either leave the contributions in the Plan or transfer their locked-in funds to another Registered Plan on a locked-in basis.

6. **Re-Allocation of Employer Contributions**
Employer contributions forfeited by terminating employees will be reallocated annually on a pro-rated basis to the accounts of the remaining employees so that the percentage allocated to each employee will equal the percentage his/her account bears in relation to total funds (e.g., an employee whose individual account at the time of annual reallocation constitutes five percent (5%) of total funds will receive five percent (5%) of the reallocated employee's contribution).

7. **Employee Participation**
All employees will participate in the plan upon completion of the probationary period and will make contributions accordingly, and such contributions will be matched by the Employer.

8. **Payments to Estate**
In the event of death prior to retirement, the balance of the individual account, based on Employer and employee contributions, will be paid in cash to the estate or designated beneficiary.

9. **Early or Late Retirement**
   In the event of early or late retirement (at ages from fifty-five (55) years to seventy-one (71) years), the retiring employee will be entitled to the pension purchasable at the attained age based on the balance of the individual account. In the case of an employee who elects to retain employment with the Employer beyond the age of sixty-five (65), no further contributions will be made from his/her sixty-fifth (65th) birthday, unless by mutual consent between Employer and employee.
10. **Free Pension Shopping**
    On retirement, the employee will be provided with free pension shopping for the purchase of an annuity from any company licensed in Canada to provide such annuities, and will be entitled to a full range of options.
11. **No Charge to Employees**
    There will be no charge to employees on contributions, death, termination, or retirement benefits.
12. **Administration Costs**
    All costs of administration will be borne by the Employer.
13. Where any of the terms of this Appendix are in conflict with Provincial or Federal Pension Legislation, or with Revenue Canada Taxation or Pension Plan Registration Regulations, the requirement of the Legislation and/or Regulations will apply.

APPENDIX M

MEMORANDUM OF UNDERSTANDING

OUTSTANDING MEMORANDA OF UNDERSTANDING

The Parties agree to meet immediately following the signing of the Collective Agreement to review and resolve all outstanding memoranda of understanding and/or attachments to the Master and Standard Collective Agreements existing prior to the Provincial Collective Agreement, and employee specific memoranda of understanding attached to other Collective Agreements that are subject to the Melding process, provided that they do not provide a superior benefit which has been discussed during the melding process.

Those memoranda which the Parties are unable to resolve, shall be referred to binding arbitration no later than January 2, 2003. The Parties agree that Vince Ready will act as sole arbitrator to resolve any and all memoranda remaining in dispute.

APPENDIX N

MEMORANDUM OF UNDERSTANDING

STIIP PLANS

For employees previously covered by STIIP plans, the following provisions apply:

The Plan will remain in effect until March 30, 1998. Effective March 31, 1998, the Employer will calculate employee sick leave in accordance with the HEABC/PCA Sick Leave Plan as if the employee had always worked under the Sick Leave Plan. In no event shall the calculation result in less than 18 days in the employee's Sick Leave Bank.

APPENDIX O

MEMORANDUM OF UNDERSTANDING

STIIP PLANS – PAYOUT OF SICK LEAVE

For employees previously covered by STIIP plans, the following provisions apply:

Employees working in the public service, the municipalities, GVMHSS, and Terraceview who had their sick leave banks previously frozen due to the implementation of STIIP plans will be permitted to retain those banks on the following basis:

1. The credits accumulated in those banks as of the date the STIIP plan is discontinued will be paid out at 50%, rather than 40%, in accordance with the terms of the Provincial Agreement;
2. A new sick bank will be generated for each employee, which includes amounts calculated pursuant to this Award under point number 7, plus any future accumulations. The payout of this bank shall be at 40% in accordance with the terms of the Provincial Collective Agreement; and
3. Employees who are absent due to sickness shall be required to utilize sick leave credits from the bank outlined in point #1 above, prior to utilization of credits from the bank outlined in point #2 above.

APPENDIX P

MEMORANDUM OF UNDERSTANDING

ARTICLE 54 – ISOLATION ALLOWANCE

Employees transferring from the Provincial Government, and who at the time of transfer were in receipt of isolation pay pursuant to the Eighth Master Collective Agreement between the Provincial Government and BCNU/UPN, shall receive an isolation allowance in accordance with Article 54 of the Provincial Collective Agreement.

APPENDIX Q

MEMORANDUM OF UNDERSTANDING

ARTICLE 45 – VACATION CARRY-OVER/DEFERRED VACATION

Vacation carry-over for employees currently in receipt of vacation carry-over will cease as of April 1, 1997. Further, affected employees will be required to use up the accrued deferred vacation banks by December 31, 1999.

APPENDIX R

MEMORANDUM OF UNDERSTANDING

ARTICLE 26.01 – 36 HOUR WORK WEEK

Employees who worked thirty-five (35) hours per week, as full-time employees, prior to June 1, 1997, are subject to the following provisions:

Employers, may at the local level, maintain the 35 hour week for specific employees, provided:

1. The employees are currently working a 35 hour week; and
2. The Employer wishes to retain those employees on a 35 hour work week.

In these circumstances, employees will retain their full-time status for as long as they work a 35 hour week. It is understood that all other full-time employees, including new employees, will work a 36 hour week.

APPENDIX S

MEMORANDUM OF UNDERSTANDING

ARTICLE 25, 27, 28 & RELATED ARTICLES – COMMUNITY-BASED SERVICES SECTION

FLEXIBLE WORK SCHEDULES, OVERTIME, SHIFT PREMIUMS

The Parties agree that the principles contained in the *Government of the Province of British Columbia (Northern Interior Health Unit) and BC Nurses' Union* (July 19, 1996; Donald Munroe, Q.C.) Arbitration Award will govern the Parties' interpretation and application of the above-noted provisions, with respect to the matter of when overtime and shift premiums are payable to employees working a flexible work schedule.

APPENDIX T

MEMORANDUM OF UNDERSTANDING

LEASED VEHICLES FOR EMPLOYEES TRANSFERRED FROM THE PUBLIC SERVICE, THE MUNICIPALITIES, AND THE CAPITAL HEALTH REGION

Should employees transfer from the Public Service or a Municipality to an Employer covered by this Agreement, and should vehicles be transferred by the Public Service or Municipalities that are currently being used by these employees, then the following named employees will continue to utilize these vehicles on Employer business for as long as the vehicles are available, or until December 31, 1999, whichever occurs first.

APPENDIX U

MEMORANDUM OF UNDERSTANDING

SPECIAL LEAVE BANKS FOR FORMER PUBLIC SERVICE AND MUNICIPAL NURSES

The parties agree that, pursuant to the Ready Award dated May 28, 1998, full-time nurses transferred from the Public Service and Municipalities shall receive a credit of ten (10) days special leave as at June 1, 1997. Part-time employees shall be prorated. From that point forward the accrual for credits shall be based on the formula established in the Provincial Collective Agreement.

APPENDIX V

MEMORANDUM OF UNDERSTANDING

HEALTH CARE OCCUPATIONAL HEALTH AND SAFETY AGENCY

The parties recognize that there is an ability to involve other agencies and government, through partnerships, thereby multiplying the advantages of working together.

The Parties recognize that the ability to promote best practices and conduct necessary research is enhanced through a joint effort, thereby increasing acceptance, trust and understanding of solutions to mutually beneficial objectives.

The Parties recognize the benefit of and are committed to establishing a government funded approach to joint identification and implementation strategies where safe work environments, healthy workforces and quality patient care can be achieved through prevention, safe workloads, promotion of safe work practices, safe early return to work, pilot programs and sharing of best practices among union members, employers, and industry at large.

To that end, the Parties agree to establish a jointly run agency for the purpose of developing and evaluating program objectives with respect to prevention programs and compliance with Workers' Compensation Board requirements.

Where the Agency identifies practices, programs or models which have the potential to improve occupational health and safety or improve compliance with Workers' Compensation Board regulations and recommendations in the health sector, the Agency shall promote the adoption of the practice, program or model in accordance with Agency guidelines or with such modifications deemed by the Agency to provide an equal or greater degree of protection to workers.

APPENDIX W

MEMORANDUM OF UNDERSTANDING

WORKERS' COMPENSATION BOARD LEAVE

Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums (in accordance with the three 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.

APPENDIX X

MEMORANDUM OF UNDERSTANDING

EXTENDED HEALTH CARE AND DENTAL BENEFITS

Re: Article 46.02 (Extended Health Care Coverage) and Article 46.03 (Dental Coverage)

Notwithstanding the reference to the Pacific Blue Cross Plan in Article 46.02 (Extended Health Care Coverage) and Article 46.03 (Dental Coverage), the Parties agree, that where an Employer in Group A, Group B, or Group C of Article 46 of the 1996 to 1998 PCA currently provides these benefits under another plan, it is understood that such plans are mutually agreed providing the overall level of benefits meets or exceeds the level of benefits under the Pacific Blue Cross Plan.

APPENDIX Y

MEMORANDUM OF UNDERSTANDING

CLIENT SPECIFIC NURSES FROM HOME SUPPORT AGENCIES

1. The assignment of nurses to clients will continue in accordance with current practices for all types of assignments. These assignments include the assignment of clients to regular employees and casual employees, and upon regular employees losing hours, the reallocation of employees to other clients, and the assignment of replacement hours.
2. An employee who works in client specific assignment(s) for a minimum of 14.4 hours per week, up to 36 hours per week, on an ongoing basis, who has worked these hours in excess of 4 months, and who is expected to continue to work these hours for an ongoing period, will be entitled to regular status.
3. It is understood that employees who choose to become regular will no longer be able to restrict their availability for hours. Employers have the right to determine the total hours of work per week to which employees are assigned.
4. Employees who meet the requirements outlined in #3 above, will have a choice to retain casual status or apply for regular status. The Employer may then reorganize the work in an effort to determine whether a regular position can be sustained for that employee.
5. Employees would retain regular status for as long as they continue to work within this range of hours, that is 14.4 to 36 hours per week.
6. The Employer will make every effort to find replacement assignments for these employees if they lose hours within this range. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service.
7. Should they fall below this range of hours on an ongoing basis, displacement will be deemed to have occurred. Employees will have the option to revert to casual status or exercise their displacement options.
8. If employees choose displacement, the Employer will make every effort to find replacement assignments for these employees. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service. Should replacement assignments be unavailable for these employees, the employees will have the option of being

registered with the HLAA. This will be the full extent of the Employer's obligations.

9. The hours of assignments, and the assignments themselves, are subject to fluctuation, on short notice. Where it is possible to reschedule these hours, they will be. Where the Employer is reimbursed for the lost hours, the employee will be paid accordingly.
10. The following provisions of the Provincial Collective Agreement apply to regular employees pursuant to this Memorandum:
    Articles 1 to 10
    Articles 12 and 13
    Articles 15 and 16
    Article 18.05, as amended *
    Articles 20 to 24
    Article 25.01
    Article 25.02 – in addition, it is understood that work schedules are based on client needs and preferences.
    Article 25.06
    Article 25.07
    Article 25.08(B)
    Article 25.09
    Article 25.10
    Article 26
    Article 27.01 to 27.04
    Articles 28 to 62
    Section 2 (or articles relocated to Section 1)
    ESLA is not applicable, except that the employee shall have the option to be registered with the HLAA.

This Framework for Settlement will be implemented within 60 days following ratification.

This Framework for Settlement is subject to funding from the applicable Ministries of the Provincial Government.

*18.05 is amended to read as follows:

The Parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the Program. Orientation shall include:

(A) organizational structure
(B) relevant policies and procedures
(C) duties of the position.

Employees required to attend such programs will be paid at the applicable rate of pay.

Note: General practice on how employees are presented to clients for selection:

Upon new clients coming onto service, the Employer contacts qualified employees by phone to determine whether they are willing to be presented to a client for an interview. Should the Employer have some notice of the client coming onto service (i.e. two to three weeks), qualified employees, whose availability is consistent with the client's schedule of care, and who are in an appropriate geographic location, will be presented to the client, by seniority, subject to the priority "presentment" below. If the client requires service immediately, the Employer will be more focused on contacting qualified employees that it knows are readily available.

Priority "presentment" is offered to those employees who have been displaced, who have lost hours, who return from long-term leaves of absence, or who desire more hours or different hours of work, in that order. External candidates are given last priority. The assignment(s) may then be filled within the total discretion of the client.

APPENDIX Z

MEMORANDUM OF UNDERSTANDING

STANDARDIZATION TO THE PROVINCIAL COLLECTIVE AGREEMENT

1. Except as set out below, all nurses in the Nurses bargaining unit covered by certifications in place as of January 1, 1999 will receive full and complete application of all the provisions of the Provincial Collective Agreement effective from April 1, 1999.
2. Except as specified otherwise in the Protocol Agreement for new certifications as agreed January 18, 2000 with respect to bargaining units certified after October 1, 2000, the nurses affected will receive full and complete application of all the provisions of the Provincial Collective Agreement effective from six (6) months after the date of each certification. Any bargaining units certified after October 1, 2003 will only be covered by this provision with the mutual agreement of HEABC and the NBA.
3. Nurses who are not covered by an existing reclassification process (for example, Memoranda of Understanding 17 and 18) will be paid at the level one rate at the time that they are standardized to the Provincial Collective Agreement. These nurses will then be eligible for reclassifications after April 1, 2000 under Articles 21 and 22 of the Provincial Collective Agreement. However, during the term of the 1998-2001 collective agreement, the costs of such reclassifications will be limited to $500,000.
4. During the term of the 2001-2004 collective agreement, the costs of reclassification for new certifications will be limited to $1,000,000.
5. There shall be no superior benefits maintained by any nurse who is standardized to the Provincial Collective Agreement on or after April 1, 1999 by virtue of the application of the foregoing provisions.

APPENDIX AA

MEMORANDUM OF UNDERSTANDING

ALTERING WORK LOCATIONS

The parties recognize that regionalization of health services provides opportunities to effect efficiencies and to enhance the delivery of health care. Part of this process is the effective use of the region's human resources, including the ability to have multi-site positions.

The parties also recognize that voluntary solutions are the preferred method of creating multi-site positions.

Therefore, the parties agree to establish a joint Union/Management Committee with six representatives designated by HEABC and six representatives designated by the Nurses' Bargaining Association for the purpose of creating a template which regions may use to guide their establishment of multi-site positions. The issues identified by the Nurses' Bargaining Association in their October 27, 1998 document will form part of the discussion.

The committee will meet no less than six times and will make recommendations on a template to both HEABC and Nurses' Bargaining Association no later than May 30, 1999.

APPENDIX BB

MEMORANDUM OF UNDERSTANDING

JURISDICTIONAL AGREEMENT

The parties agree to adhere to the Jurisdictional Agreement for the Nurses Bargaining Association as written by John Baigent on August 4, 1998.

JURISDICTIONAL AGREEMENT FOR NURSES' BARGAINING ASSOCIATION

The signatories to this agreement recognize that jurisdictional disputes divide workers and inhibit Union from cooperating to achieve improved working and social conditions for their members.

We have determined that the best way to reduce/eliminate the disruptive effect of these disputes, is to have clear jurisdictional guidelines which are agreed by all the Unions in the Association.

The Unions who form the Nurses' Bargaining Association agree to the following jurisdictional principles to guide themselves and any third party in the settlement of questions about which Union an employee covered by the Provincial Collective Agreement, belong to:

1) Nurses who change jobs/credentials at their current worksite, do not change their Union membership
2) Newly hired RNs and RPNs (single registered) join the Union which represents the predominant number of nurses with their credentials at the worksite. Newly hired dual registered nurses will choose their Union at the time of hire and will remain in that Union unless they change worksite. In all cases (RN, RPN, dual registered) if there is only one association member Union representing nurses at that worksite, they join that Union.

   Notwithstanding the above paragraph, in those workplaces where UPN and BCNU have in the past shared a joint certification, RNs will become BCNU members, RPNs will become UPN members, and dual registered nurses will have their choice of either BCNU or UPN as their Union. See above.
3) The Union who organizes a first certification, negotiates that certification into the Nurses' Provincial Collective Agreement.

As ordered by John Baigent, Umpire, August 4, 1998.

APPENDIX CC

MEMORANDUM OF UNDERSTANDING

LETTER OF UNDERSTANDING

RE: Long-Term Disability Supplemental Monthly Benefit Re-Opener

Whereas Section 15 of Appendix B, Long-Term Disability Plans, to the 1998-2001 Nurses' Bargaining Association Provincial Collective Agreement provides for the re-negotiation of certain benefits for long-term disability claimants;

And Whereas the Parties to the 1998-2001 Provincial Collective Agreement have met to renegotiate the benefits in accordance with Section 15 of Appendix B;

THE PARTIES AGREE AS FOLLOWS:

1. Section 15 of Appendix B, as set out in the 1998-2001 Provincial Collective Agreement will be reincorporated into the next Provincial Collective Agreement.
2. The re-opener referred to in Appendix B and in paragraph 1 above shall only be in respect of employees formerly governed by the BCNU Hospital Master collective agreement who are in receipt of long-term disability benefits.
3. The current supplemental monthly benefit for eligible non-BCNU Hospital Master employees shall continue until March 31, 2005, provided that the employee continues to meet the criteria set out in Section 2A(1)(b) of Appendix B.

APPENDIX DD

LETTER OF UNDERSTANDING

RE: New Graduates: Mentorship Program

Employers and employees may, at the local level, agree to implement a Mentorship Program for newly graduated Registered Nurses and Registered Psychiatric Nurses. The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".

The program will include newly graduated RNs and RPNs.

The new graduates will be hired as casual employees and will be given temporary full-time/part-time assignments for up to the fifteen (15) weeks of the Mentorship Program. Article 17.03 shall not apply to such assignments.

Educational sessions, for both mentor and new graduate, will be held at the beginning and end of the agreed upon time period.

Each new graduate will have extra "orientation" of four full shifts with a buddy, except where a new graduate's preceptorship has been on the same unit.

APPENDIX EE

LETTER OF UNDERSTANDING

RE: Transition to the Municipal Pension Plan

Considering that the parties have agreed to bring all eligible employees into the Municipal Pension Plan effective January 1, 2004, this will confirm our intentions to discuss and mutually agree upon a process for employees to transfer to the Plan from other retirement schemes. This will also confirm that in determining eligibility, service with the Employer prior to January 1, 2004 will be recognized.

It is also agreed that the parties will meet within six months of the date of ratification to discuss the development of a transition process. In the event the Parties are unable to agree upon a process after thirty days either party may refer the outstanding issues to Mr. Stephen Kelleher for final and binding resolution.

Proprietary Employers who are certified after the date of ratification of the 2001-2004 Nurses' PCA may choose to join the Municipal Pension Plan six months after their date of certification rather than establish a Retirement Plan under Appendix L. Proprietary Employers who are certified prior to the date of ratification of the 2001-2004 Nurses' PCA are not precluded from voluntarily enrolling in the Municipal Pension Plan prior to January 1, 2004.

SUBJECT INDEX

S