

# **PROVINCIAL AGREEMENT**

*between*

**THE HEALTH SCIENCE  
PROFESSIONALS BARGAINING  
ASSOCIATION**

*and*

**HEABC**  
HEALTH EMPLOYERS  
ASSOCIATION OF BC

**April 1, 2010 – March 31, 2012**



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## ARTICLE 1 – DEFINITIONS

**The Association** – means The Health Science Professionals Bargaining Association #300 – 5118 Joyce Street, Vancouver, British Columbia V5R 4H1

**Calendar Statutory Holiday** – means the actual named day, e.g., Christmas Day, December 25.

**Certification** – means the Certification awarded by the Labour Relations Board of British Columbia to any of the unions comprising the Health Science Professionals Bargaining Association.

**Classification** – means one of the grades within a health science professional group listed in the Wage Schedules of this Agreement.

**Comparable** – means that the regularly scheduled hours of work differ by no more than 0.2 full time equivalent (FTE) from the regularly scheduled hours of an employee's current position.

**Day Shift** – means a shift in which the major portion occurs between 0800 hours and 1600 hours.

**Dovetailed Seniority List or “DSL”** – means the seniority list established by BCLRB Decision No. B274/2002 to be used for the purpose of enabling displaced Health Authority employees to exercise their bumping rights to access unfilled vacancies, and to exercise recall rights.

**Dovetailed Seniority List Area or “DSL A”** – means the geographic area in which a single Dovetailed Seniority List applies, as identified in BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area for a particular geographic area may be subject to change.

**Employee** – means an employee covered by the Certification.

**Employer** – means the HEABC Member Hospital or Health Organization named in the Certification.

**Evening Shift** – means a shift in which the major portion occurs between 1600 hours and 2400 hours.

**HEABC** – means the Health Employers Association of British Columbia.

**Hourly Rate** – means an employees' monthly salary multiplied by 12 and divided by 1879.2 (261 work days X 7.2).

**Increment Step** – means the annual gradation of monthly salaries within a classification, as set out in the Wage Schedules of this Agreement.

**Night Shift** – means a shift in which the major portion occurs between 2400 hours and 0800 hours.

**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 24.01.

**Scheduled Statutory Holiday** – means the day scheduled by the Employer as the paid day off to be taken on or in lieu of a calendar statutory holiday.

**Seniority** – is as defined in Article 6.04.

**Spouse** – includes a person living with an employee as a spousal partner for a period of not less than two (2) years.

**Steward** – means an employee of the employer designated by the Union to act as local representative.

**Union** – means the constituent unions in the Health Science Professionals Bargaining Association.

**Weekend** – means the period between 2400 hours Friday and 2400 hours Sunday for the purposes of Article 24.08.

## **ARTICLE 2 – PURPOSE OF AGREEMENT**

**2.01** The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and the Union, 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.

**2.02** The parties to the Agreement share a desire to provide quality care in British Columbia Hospitals and Health Organizations, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia will be well and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

## **ARTICLE 3 – DEFINITION OF EMPLOYEE STATUS & 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 27.02: Shift Posting).

Employees at the commencement of their employment and at all times will be kept advised by the Employer into which of the following categories they are assigned.

### **3.01 Regular Full-time Employees**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 24.01, in shifts ranging between seven point two (7.2) hours and eight (8) hours inclusive, or equivalent. (For shifts in excess of eight (8) hours, see Memorandum of Agreement – Extended Work Day or Extended Work Week.)

#### **Benefit Entitlement**

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

### **3.02 Regular Part-time Employees**

Regular part-time employees are those who are regularly scheduled on a consecutive week to week basis, and who work less than 36 hours per week.

#### **Benefit Entitlement**

Regular part-time employees accumulate seniority and are entitled to all benefits of this Agreement, except the following benefits will be provided on a proportionate basis:

- (a) Article 13: Severance Allowance,
- (b) Article 17: Leave Education,
- (c) Article 19: Leave Sick,  
19.01: Accumulation,  
19.05: Benefits Accrued,  
19.11: Specialist Appointments,
- (d) Article 20: Leave Special,
- (e) Article 21: Leave Statutory Holidays,  
21.01: Statutory Holiday Entitlement,
- (f) Article 22: Leave - Unpaid  
22.02:
- (g) Article 23: Leave Vacation,  
23.07: Annual Vacation Entitlement,
- (h) Article 37: General Provisions,  
37.02: Isolation Allowance,
- (i) Provisions of the Wage Schedule,  
(3): Qualification Differential.

### **3.03 Casual Employees**

#### **Circumstances Where Casual Employees Can Work**

Casual employees are employed to work in the following capacities:

- (1) on a call-in basis and not regularly scheduled; or
- (2) in a temporary workload situation; or
- (3) relief in a specific position.

This does not include relief in a succession of specific positions which are anticipated to equal or exceed, in aggregate, four months duration.

### **Wage and Benefit Entitlement**

Casual employees are entitled only to the following provisions of the Collective Agreement:

#### **(a) Wage Entitlement**

- (i) A casual who is a new employee will be placed on the appropriate increment step according to previous experience.
- (ii) Casual employees who have been placed on an increment step move to the next step upon completion of a total of 1879.2 hours worked for that employer at that increment step and for another health care employer signatory to the master agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.
- (iii) A regular employee who terminates their employment and is rehired by the same employer as a casual employee within 30 calendar days shall retain the same increment step held as a regular employee and be credited with the appropriate hours spent at that step.
- (iv) A regular employee who, at the Employer's discretion, transfers to casual status shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

#### **(b) Benefit Entitlement**

##### **(i) Premium and Allowances**

Casual employees will be paid any earned shift differential, overtime, telephone consultation, on-call, call-back and call-back travel allowance pay.

(ii) **Health and Welfare Coverage**

Upon completion of one hundred and seventy-two point eight (172.8) hours, casual employees shall be given the option to enrol in the following benefit plans:

- (a) medical services plan;
- (b) dental plan;
- (c) extended health plan.

An employee who makes an election under this provision must enrol in each and every of the benefit plans and shall not be entitled to elect any of them.

Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits and the employee shall not be permitted to re-enrol.

**Benefit Premium Refund**

Subject to the following conditions, casual employees 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.

- (a) In order to be eligible, casuals, once enrolled in the plan, must have worked 939.6 hours with the Employer. The hours may be accumulated while working either as a casual or while filling a temporary vacancy of four (4) months or longer during the yearly period October 1 to September 30.
- (b) The employer shall pay eligible employees the lump sum refund by November 1 of each year.
- (c) 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.
- (d) Should a casual employee enrol 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.

(iii) **Vacations and Statutory Holidays**

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

Casual employees are entitled to the following premium rates of pay on statutory holidays:

A casual employee who works on a statutory holiday listed in Article 21.01 shall be paid two (2) times her/his rate of pay.

A casual employee who works on a statutory holiday, listed in Article 21.07, shall be paid two and one-half (2.5) times her/his rate of pay.

Casual employees who work on a statutory holiday are not entitled to another day off with pay.

(iv) **Overtime Statutory Holidays**

A casual employee who works overtime on any statutory holiday as outlined in Article 21.01 shall be paid overtime in accordance with Article 25.03(c).

(v) **Seniority**

Casual employees will be entitled to accumulate seniority in accordance with Article 6.04: Seniority.

Casual employees will be entitled to use such seniority when applying for vacancies in regular staff positions.

(vi) **Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures (Reference: Article 7: Grievance procedure, Article 8: Arbitration.)

(vii) **Other Provisions**

Casual employees shall be covered by the following clauses of the Collective Agreement:

6.02	Probation
24.01, .02, .05, .06, .07, .09	Hours of Work
30	Previous Experience
36	Uniforms



37.01	Exempt and Save Harmless
37.03	Personal Property Damage
38	Safety and Occupational Health
39	No Harassment
40	Employee Evaluation and Records

(viii) **Leave - Court Duty (Article 16.02)**

A casual employee is entitled to paid leave for court duty where the employee is appearing as a representative or on behalf of the employer.

**3.04 Casual to Regular Status Increment Determination**

A casual employee who becomes a regular employee will be paid the higher increment which results from either:

recognition of casual experience at one increment for every 1957.5 hours worked prior to September 30, 1993, and for every 1879.2 hours worked after September 30, 1993 as a casual in the health organization \*

or

recognition of previous experience under Article 30.

or

recognition of portability under Article 29.

* Total hours worked (for hours before the first pay period prior to September 30, 1993)	+	* Total hours worked (for hours worked after the first pay period prior to September 30, 1993)
163.125		156.6

If the remainder exceeds seventy-eight (78) hours, the employee will be given credit for a full month.

If the remainder is seventy-eight (78) hours or less, the employee will not be given credit for the month.

An employee who is transferring from casual to regular employment who previously worked as a regular employee shall be credited with the service, and the vacation, sick leave, severance and special leave benefits and entitlement earned in the previous period or periods of regular employment.

### **3.05 Employee Working Concurrently for More than One Employer**

A regular employee who works concurrently in two (2) or more HEABC member health organizations, by prior arrangement between the Employers, shall receive the benefits provided by the Agreement that the employee would receive if the employee's total hours of work were accumulated with a single Employer.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.01 General Rights**

The management of the Health Organization is vested exclusively in the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Association as being retained by the Employer.

### **4.02 Direction of Employees**

The direction of employees, including the hiring, dismissal, promotion, demotion and transfer of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Collective Agreement.

### **4.03 Employer Rules**

Employees shall be governed by rules adopted by the Employer and publicized on notice boards, or by general distribution, provided that such rules are not in conflict with the Agreement.

## **ARTICLE 5 – UNION RECOGNITION, RIGHTS AND SECURITY**

### **5.01 The Union As Exclusive Bargaining Agent**

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

### **5.02 Maintenance of Membership**

Employees covered by the Certification who, at the effective date of the Agreement were members of the Union, shall maintain their membership in good standing as a condition of continuing employment.

### **5.03 Membership of New Or Porting Employees**

From the effective date of this Agreement 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.

Employees affected by the portability provisions of this Agreement shall become members and/or maintain membership in the Union as of the first day of their employment with the new Employer and shall maintain membership in good standing in the Union as a condition of continuing employment.

#### **5.04 Dues Authorization**

Employees covered by the Certification shall as a condition of continuing employment authorize deductions from their monthly salary of union dues, or the amount equivalent to dues.

Failure to authorize such deductions shall constitute cause for dismissal.

#### **5.05 Dues Check-off and Initiation Fee**

The Employer agrees to the check-off of Union monthly dues and initiation fees and shall remit such dues and fees to the Union within twenty-eight (28) calendar days from the date of deduction. Dues shall be effective from the first day of employment. Monies owing to the Union for dues shall be remitted, where the employer has the systems support, and where there is no additional cost to the employer, through electronic transfer. The following information will be provided for each dues remittance:

- (a) Dates for which dues are collected
- (b) Name of employee
- (c) Name of facility or collective agreement employer
- (d) Unique employee identifier

All dues and fees, with the exception of the initiation fee, shall be expressed and calculated as a percentage of earnings as defined by the Union. The Union shall inform the Employer in writing sixty (60) days in advance of any change in the percentage to be applied against earnings for dues and fees. The effective date of such a change will be the first pay period following the sixty (60) days notice.

The definition of total earnings as defined by the Union may only change once per Collective Agreement year.

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 tax year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

## **5.06 Membership and Dues Authorization Forms**

The Employer shall ensure that Application for Membership forms as well as Dues Authorization forms are signed by new employees at the earliest possible date following their commencement of employment.

## **5.07 Amount of Dues and Fees**

The Union(s) shall inform the Employer in writing sixty (60) days in advance of any change in the amount of dues or initiation fees to be deducted from each employee.

## **5.08 Bargaining Unit Information**

- (a) The Employer shall provide the Union designate and the Union Steward monthly, with lists of new, resigned and terminated employees, or a system as mutually agreed between the Employer and the Union. The list shall specify whether the employees are regular or casual and the date of their commencement or termination of employment.
- (b) By January 31 of each year, the Employer shall provide the Union head office with an up to date seniority list, including the classification (and level) and status of each employee, posted FTE, the telephone number and the mailing address of each employee according to the Employer's records. Where the Employer has a consolidated record of the employees' grades and/or increments, or where such information can be readily compiled, the Employer shall provide this information to the Union head office.

## **5.09 Union Stewards and Records**

- (a) The Union shall advise the Employer in writing of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.
- (b) The Union Stewards shall be allowed reasonable time while on duty without loss of salary consistent with the operational requirements of the employer to perform the following duties:
  - Investigating complaints of an urgent nature,
  - Processing grievances, under Article 7,
  - Attending labour/management meetings,
  - Accompanying an employee, at her/his request at a

meeting called by the employer, where disciplinary action is anticipated, consistent with Article 7.02,

- Meeting with new employees as a group during the orientation program, and
- Supervising ballot boxes and other related functions during ratification votes.

Stewards who attend labour management meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

- (c) The Employer will make a reasonable effort to accommodate space for the storage of secure union records.

### **5.10 Union Staff**

The Union will inform the Employer whenever any Union Staff or designate intend to visit the Employer's place of business. Such Staff shall be granted access to the Employer's premises upon the prior consent of the Employer, which consent shall not be unreasonably withheld. Such visits will be completed in as short a time as possible so that the normal operation of the Employer will not be unduly disturbed.

### **5.11 Retention of Benefits**

Union leave under the following four (4) sections will be unpaid. The Employer will maintain regular pay and bill the Union for the costs of the employee's salary and benefits. If the Union member is part-time or casual, and the leave is greater than their normal work hours, the Employer will pay the employee for the full length of the leave requested by the Union. The Employer will bill the Union for these days as noted above. The Union will pay these invoices within twenty-eight (28) days. Union leave is not unpaid leave for the purposes of Article 22.02 [i.e. such leave will not affect the employee's benefits, seniority or increment anniversary date].

### **5.12 Short Term Leave**

Members who are LTD trustees and Union stewards or designates may apply in writing to the Employer for short term leaves of absence for; attendance at union conventions, union courses, and union committees.

The employee will give reasonable notice, which will be at least seven (7) days.

The Employer will make every reasonable effort to accommodate such leave, and shall grant it subject to the ability to main-

tain the operational needs of the department.

With the exception of members of the Union's executive, the employer is not required to grant more than twenty (20) days LOA per calendar year under this provision.

### **5.13 Negotiations and Essential Services**

The Employer shall grant leaves of absence to members of the Union's negotiating committee and representatives engaged in a process to determine essential services at the employer's health organization, as required.

The employees involved shall give as much notice as possible.

### **5.14 Executive Council Member**

Members of the Union executive may apply in writing to the Employer for leave of absence to attend to Union business. The employee will give reasonable notice to minimize disruption of the department. The Employer will make every reasonable effort to grant such leave and, except where the employee's absence will significantly limit the operational capabilities of the department, the leave will be granted.

### **5.15 Union Employment**

Union members appointed to a paid position in the Union shall be granted an unpaid leave of absence up to one year and upon at least thirty (30) days notice in writing of the leave request. Union leave of absence in excess of one year may be granted by mutual agreement between the Union head office and the Employer. Such leave of absence shall not be unreasonably denied.

Union members elected to a paid position in the Union shall be granted an unpaid leave of absence for the specific term of their appointment and upon at least thirty (30) days notice in writing of the leave request. Union leave of absence in excess of the specific term may be granted by mutual agreement between the Union head office and the Employer. Such leave of absence shall not be unreasonably denied.

Mutually acceptable arrangements for leaves of absence for full-time elected union members will be made between the Union head office and the employee's Employer.

### **5.16 Legal Picket Line**

During the term of this collective agreement, the Union agrees that there will be no strike and the employer agrees that there will be no lock out.

Subject to directives issued under provincial labour statutes, if an employee refuses to cross a legal picket line, the employee will be considered absent without pay and it will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

## **ARTICLE 6 – MEDICAL EXAMINATION, PROBATION, ANNIVERSARY DATE AND SENIORITY**

### **6.01 Medical Examination and Immunization**

- (a) An employee may be required by the employer, at the request of and at the expense of the employer:
  - (i) To take a medical examination by a physician of the employee's choice.
  - (ii) 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 effect on the employee's health.
- (b) Expenses for medical examinations will not be borne by the Employer when required in the following situations:
  - (i) For proof of illness under Article 19.04.
  - (ii) For maternity leave purposes under Article 18.01.

### **6.02 Probation**

A regular full-time employee shall be probationary during the employee's first three (3) calendar months of continuous employment.

The term "3 calendar months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

Regular part-time employees will be subject to a probationary period of four hundred and sixty-nine point eight (469.8) hours worked or six (6) months' work from the date of commencement of work, whichever occurs first.

Casual employees will be subject to a probationary period of four hundred and sixty-nine point eight (469.8) hours worked or nine (9) months' work from the date of commencement of work, whichever occurs first.

A new employee hired to a department head position shall serve a four (4) calendar month probationary period.

The parties agree that the probationary period shall be utilized by the Employer for the purposes of evaluating new employees in order to determine their overall ability and suitability as employees in their particular position.

Probationary employees shall have the right of grievance and arbitration.

If the employer dismisses a probationary employee, the employee shall be reinstated if it is shown that the termination was unreasonable.

By mutual agreement in writing between the Union Head Office and the Employer, the probationary period may be extended.

### **6.03 Anniversary Date**

If a regular employee is retained as a regular employee following completion of a probationary period, the initial date of regular employment with the Employer shall be the employee's anniversary date for the purpose of determining benefits and increment anniversary date except as determined in accordance with the portability provisions of this agreement, Article 29.02(c).

### **6.04 Seniority**

The principle of seniority as defined in this Article is recognized by the Employer.

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.

Seniority for regular employees continues to accrue when:

1. an employee is on WCB leave;
2. an employee is on LTD leave; (including the qualifying period)

Seniority for casual employees is defined as the total number of hours worked as a casual by the employee for the Employer, plus calendar time spent (on the basis of a 36 hour work week) as a regular employee.

When a casual employee returns to work after a WCB claim, the employee will be credited with seniority hours based on their relative position on the casual list while receiving Workers' Compensation benefits.



Seniority relates to institutional seniority only (except as modified by Article 9.01, 29.02(e), or by mutual agreement between the parties).

### **6.05 Bargaining Unit Employees in Positions Outside the Bargaining Unit**

- (a) The following applies to bargaining unit members
  - (i) employed by the Employer in a temporary non-contract position;
  - (ii) employed by the Employer in a temporary position in another bargaining unit;
  - (iii) on an approved leave of absence while employed as an instructor at a post-secondary educational institution;  
or
  - (iv) on an approved leave of absence to pursue advanced education related to the employee's profession.
- (b) An employee accepting a temporary position under (i) or (ii) shall continue to accumulate seniority and shall continue to accumulate service for the purpose of severance, increments and vacation, for the duration of the position, subject to not exceeding the entitlement that would accrue to 1.0 FTE per annum. All other accumulated benefits are frozen as of the date the employee commences in the temporary position.
- (c) Sick leave credits accrued while in a temporary position under (i) shall not be subject to cash-in under Article 19.12.
- (d) An employee on leave under (iii) and (iv) shall continue to accumulate seniority for the duration of the leave. All other accumulated benefits are frozen as of the date the employee commences the leave (i.e., service for the purpose of severance, increments and vacation shall not accrue).
- (e) Temporary positions and leaves under this provision shall not exceed two years except as mutually agreed between the parties.
- (f) During the first (90) ninety days in a temporary position under (i) or (ii), an employee who is found to be unsatisfactory or who finds the position to be unsatisfactory shall return to his/her former position, if available, or a mutually acceptable alternative position.

- (g) Upon return from a temporary position or leave, the employee shall return to his/her former position, if available, or a mutually acceptable alternative position.
- (h) The employee shall not pay Union dues during the term of the position or leave.
- (i) The Employer will notify the HSPBA of bargaining unit members employed in positions pursuant to (i) and (ii) and shall provide the following:
  - (i) name of employee.
  - (ii) title of the position, and
  - (iii) duration of position.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Discussion of Differences**

If a difference arises between the Employer and an employee, 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.

### **7.02 Fair Procedures**

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of her/his right to have a steward present.

### **7.03 Resolution of Differences**

The following procedure shall be used for the resolution of differences referred to in 7.01 other than for the dismissal of employees.

#### **Stage 1**

An employee with a difference shall discuss it with the employee's immediate supervisor. If a settlement is not reached, the employee shall advise the Union Steward of the difference and write down the details of the grievance on the prescribed form. The grievance form shall be submitted to the grievor's immediate supervisor within 21 calendar days of the date on which the employee first became aware of the difference.

#### **Stage 2**

The parties within the employer's operation shall make every reasonable effort to resolve the difference. If a settlement is not reached, then the grieving party may advance the grievance by

notifying the other party in writing within 14 calendar days from the date the grievance was submitted.

### **Stage 3**

The parties, the Union's designate and HEABC, shall make every reasonable effort to resolve the difference. Failing settlement, the Union, the Employer, or HEABC may refer the matter to arbitration within 28 calendar days of the difference being advanced to Stage 3.

#### **7.04 Resolution of Employee Dismissal Disputes**

Within twenty-eight (28) calendar days of the occurrence of the dismissal, a written grievance shall be presented to the Administrator or a designated representative. The grievance form shall contain the details of the dispute and will be signed by the grievor.

The dispute shall then be resolved through the procedures outlined in Stage 3 of Article 7.03 Resolution of Differences.

#### **7.05 Policy Grievance**

If a difference relative to the terms of the Agreement arises between the Union and the Employer, and does not directly involve an employee, it shall be resolved through negotiation between the Health Organization Administrator or her/his representative, a representative of the Union, and a representative of HEABC. The difference shall be discussed within 14 calendar days of its raising, and if not resolved within 28 calendar days of that date, may be referred to arbitration in accordance with Article 8.

#### **7.06 Time Limits**

Time limits at Stages 1, 2, 3, or Sections 7.04 or 7.05 may be extended by the parties involved. However, if a time limit is exceeded without an extension, the grievance shall be deemed to be abandoned, subject to Section 89 of the Labour Relations Code.

## **ARTICLE 8 – ARBITRATION**

**8.01 (a)** Either party to this Agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to a Single Arbitrator who 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) The objects and purposes of this section are to encourage an open exchange of information in the interest of resolving disputes, and to provide a fair and expeditious resolution of grievances.
- (c) The Parties agree to take all reasonable steps to ensure that grievances which are referred to arbitration shall be dealt with without undue delay.
- (d) At least thirty days prior to the date of an arbitration hearing the parties shall meet to disclose fully each party's case and to seek to resolve the grievance.
- (e) Each party will set out for each grievance its understanding of the matter in dispute, including its position on the facts in dispute and the relevant law.
- (f) The parties will seek to narrow the issues of fact and law in dispute, and will conclude agreements on fact to the degree that they can agree.

**8.02** The decision of the Single Arbitrator shall be final and binding on both parties.

**8.03** The expenses and compensation of the Single Arbitrator shall be shared equally by the parties.

**8.04** The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitration board, provided the dispute involves the Employer, and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union.

**8.05** An arbitrator selected under this Article of the Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless the time limit is extended by mutual agreement between the parties.

**8.06 Expedited Arbitration**

- (a) A representative of HEABC and the Union's designate, 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.

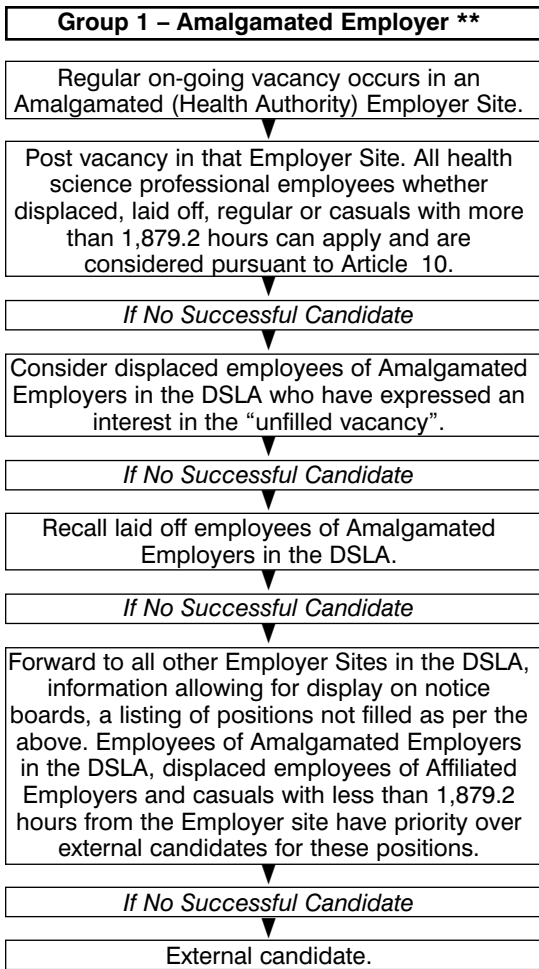
In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- (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, outside legal counsel 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.
- (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 settlements 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 Colin Taylor, Vince Ready, and Don Munroe.
- (m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8.
- (n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 9 – VACANCY POSTING**

**9.01** The Employer agrees that when a vacancy occurs for a position covered by the union certification, the Employer will give union members in the health organization first consideration in filling a vacancy. Where first considered applicants are not appointed to a vacancy, they will be given a verbal explanation as to why their application has not been accepted, if the employee so requests. The following process shall be followed in filling a regular ongoing vacancy:

(Note: This Article is impacted by Appendix 21 – Memorandum of Understanding re Article 9 Vacancy Postings)



*Employer Site Posting*

*Unfilled Vacancy*

*Recall*

*Regional Posting*

*External Search*

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

\*\* See Attachment B for a list of Amalgamated Employers and worksites in the DSLA.

**9.02** The employer will post notice of vacancies for positions covered by the union certification. The notice will be posted, where employees can see it, for at least ten (10) calendar days before the closing of the competition.

The employer agrees to post notice of temporary vacancies of four (4) months duration or longer. A regular employee who bids into the vacancy will revert to her/his previous position on the expiry of the temporary vacancy. A casual employee who bids into the vacancy will have her/his status changed to regular for the duration of the vacancy and will revert to casual status on the expiry of the temporary vacancy.

The notice of vacancy will provide the following information:

- a summary of the duties
- commencement date
- required qualifications
- classification/salary grid level
- full-time or part-time
- hours of work

In the case of temporary positions of four (4) months' duration or longer, the notice will include the expected duration of the position.

**9.03** The employer will accept an application for an anticipated posting(s) from an employee who may be temporarily absent from her/his normal place of employment. The employee must be available for an interview within seven (7) calendar days following the closing of the competition or by the time the schedule of interviews for other internal candidates is complete. This provision is not intended to permit standing applications.

**9.04** A copy of the posted notice will be sent to the Union representative or her/his designate within the aforementioned ten (10) calendar days.

**9.05** Upon selection of a successful candidate to fill a vacancy, the Employer will post the name(s) of the successful candidate(s) within seven (7) calendar days of making the appointment, and provide the Union representative with a copy of the posting.

**9.06** Health Science Professional positions will be filled by Health Science Professional personnel.



**9.07** The following changes to the status or scheduling of a position create a requirement to post under section 9.01:

- (a) a change in status between full-time and part-time, or
- (b) a change in scheduled hours of more than 7.2 hours per week within a twelve (12) month period from the date of such change, or
- (c) a change in assigned permanent shift (i.e. days, evenings, nights).

If the incumbent does not apply or applies and is not appointed then the employee can exercise rights under Article 10.05.

The Employer will consider the impact of the proposed change on the incumbent before making a change in status or a significant change in hours of work.

(This article may be impacted by the Health and Social Services Delivery Improvement Act.)

## **ARTICLE 10 – PROMOTION, DEMOTION, TRANSFER OR LAY-OFF**

### **10.01 Application of Seniority**

- (a) In the promotion, demotion, transfer or lay-off of employees, in respect of Grade 1 positions, capability, performance, qualifications, and seniority shall be the determining factors.
- (b) In the promotion, demotion, transfer or lay-off of employees, in respect of positions other than Grade 1, capability, performance and qualifications shall be the primary consideration. When such factors are equal between employees, seniority shall be the determining factor.

### **10.02 Promotional Increase**

A promoted employee will receive the lowest step in the new increment structure which results in a minimum monthly increase of: \$82 if the position is one grade higher; \$104 if the position is two grades higher; and so on (increasing by \$22 for each grade). The maximum rate of the new increment structure will not be exceeded because of the application of this provision.

A promotion does not change an employee's increment anniversary date.

Notwithstanding the above, if an employee is promoted and placement in the new increment structure would result in a rate of pay less than that which would have been received had the promotion been to an intervening grade (e.g.: If an employee at Grade I is promoted to Grade III the intervening Grade would be Grade II) then the employee will be moved to the next higher increment in the new increment structure and the employee's increment anniversary date will become the date of promotion.

### **10.03 Relieved of Promotion or Transfer**

An employee who requests to be relieved of a transfer or promotion within the first ninety (90) days in the new job shall be returned to the employee's former job or a mutually acceptable alternative position without loss of seniority and benefits.

For the first three (3) calendar months in a new position a promoted employee shall be qualifying in that position and if unsatisfactory shall be returned to the employee's previous classification and salary structure without loss of seniority and benefits. In the case of an employee promoted to a department head position, the time period will be four (4) calendar months.

Where an employee is returning to their former position, the employer will inform the affected employee currently in the position as soon as practicable.

### **10.04 Demotion**

#### **(a) 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 of the lower rated position salary structure equivalent to the step the employee would have attained had the promotion not occurred. A voluntary demotion will not change an employee's increment anniversary date.

#### **(b) Involuntary Demotion**

An employee assigned to a lower rated position shall continue to be paid at the employee's current rate of pay until the rate of pay in the new position equals or exceeds it.

## **10.05 Displacement and Bumping Process**

(Note: This Article is impacted by Appendix 20 - Memorandum of Understanding re: Article 10.05 Displacement and Bumping Process)

### **(a) Layoff in Reverse Order of Seniority**

In the event of a reduction in the workforce, employees shall be laid off in reverse order of seniority provided that there are available employees with seniority whose capability and qualifications meet the Employer's requirements for the work of the laid off employees.

### **(b) Bumping**

In instances where a job is eliminated, the displaced employee(s) shall have the right to transfer to a job in line with seniority in the manner prescribed below, provided the employee currently possesses the capability and qualifications to perform the duties of the new job.

A meeting will be arranged between the displaced employee and the employer representative to review the displaced employee's options. The employee will be made aware of her/his right to have a steward present. Steward availability will not result in a delay of the displacement meeting.

Employees may not bump into a position which results in a promotion except in the following circumstances:

- the promoted position sought is one previously held by the employee; or
- the result of the promotion is one grade difference; or
- the promoted position sought is supervisory and is equivalent to the employee's eliminated supervisory position.

Article 10.01 (b) is applied to bumps into promoted positions.

Employees who choose to bump into a lower grade level than that which is available to them shall not be entitled to wage protection (e.g. if a grade VI could bump a grade V and chooses to bump a grade III, then they shall not have their wage rate protected).

- (1) An employee exercising a right to bump another employee must advise the Employer within seven (7) calendar days after receiving the seniority list referred to in subsection (2) of his or her intention to bump an

employee at the same worksite or bump an employee at a different worksite within the Dovetailed Seniority List Area (see definitions).

The Dovetailed seniority list shall include the following information:

- worksite,
  - seniority date for regular employees,
  - FTE, and
  - grade.
- (2) An employee who has received a displacement notice must decide whether to bump another employee, within the time set out in subsection (1), after receiving from the employer a list of the positions on the same seniority list.
- (3) An employee making a decision under subsection (2) may, bump an employee at their worksite who occupies a comparable position in a classification that entails performing duties the bumping employee is qualified to perform and capable of performing.
- (4) (a) An employee who does not have an option under paragraph (3) above may bump a junior employee at their worksite who occupies a position that entails performing duties the bumping employee is qualified to perform and capable of performing or
- (b) An employee may bump the most junior employee of any worksite in the dovetailed seniority list area who occupies a comparable position that entails performing duties the bumping employee is qualified to perform and capable of performing. (See definition of Dovetailed Seniority List Area in the Definitions Section.)
- (5) An employee who fails to exercise his or her right to bump another employee under this Article may be laid off any time after seven (7) calendar days from the date on which the employee received the seniority list referred to in paragraph (2) above or at the expiry of the employee's notice period, whichever is later.

- (6) An employee may opt, within their notice period, to express an interest in an “unfilled vacancy” or be placed on recall and have her name placed on a casual list at any one worksite within the Dovetailed Seniority List Area. In the latter circumstance, her seniority will be transferred to the new worksite.

### **10.06 Retention of Seniority and Benefits on Lay-Off**

Laid off employees with more than three month’s service shall retain their seniority and benefits for a period of one year and shall be rehired on the basis of last off first on provided their capability and qualifications meet the employer’s requirements for the job.

Laid off employees with more than three months’ service will continue to accrue all benefits and seniority for the first twenty (20) working days. (Reference: Article 22.02.) For periods in excess of twenty (20) working days benefits and seniority will not accrue. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks’ notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

### **10.07 Lay-Off**

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

- (a) **Regular Full-time Employees**
  - (i) Less than 5 years service 28 calendar days notice  
or  
regular pay for 144 work hours.
  - (ii) Minimum of 5 but less than 10 years service 40 calendar days notice  
or  
regular pay for 216 work hours.
  - (iii) More than 10 years service 60 calendar days notice  
or  
regular pay for 288 work 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:

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

\* Includes leave without pay up to 144 working hours. (Reference: Article 22.02.)

\*\* Entitlement as in (a) (i), (ii) or (iii).

Service with a previous Employer will not be included as service for the purpose of this Article.

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

Where notice of layoff is given to an employee, a copy of the notice will be given to the chief steward and to the Union office.

**10.08 Temporary Assignment**

- (1) Assignment is the process by which the Employer may temporarily assign an employee to another worksite of the Employer or to another Employer within their cluster, healthcare region, or Community Health Council. Primary consideration will be given to offering the assignment by seniority if that is practical. The assignment will be by mutual agreement wherever possible, considering both the operational requirements of the Employer and the particular circumstances of the employee.
- (2) The Employer will give the employee reasonable notice of the assignment depending on the circumstances of each assignment.
- (3) No individual assignment will exceed four (4) months.
- (4) Reasonable increased out-of-pocket expenses to travel to the assignment will be paid by the Employer on the submission of receipts.
- (5) The provisions of the Health Science Professional Provincial Agreement will apply and the employee will continue to accumulate seniority during the period of their assignment.

(This article may be impacted by the Health and Social Services Delivery Improvement Act.)

## **ARTICLE 11 – NEW AND RECLASSIFIED POSITIONS**

**11.01** If the Employer creates a new position, HEABC shall establish the salary structure and then give written notice to the Union.

If the Employer reclassifies a position as a result of a change in job content, HEABC shall establish the salary structure and then give written notice to the Union.

When an employee alleges that her/his present job does not properly reflect either the classification, grade, or the salary established by Memorandum of Agreement with the Union and HEABC, the employee may process a grievance through Article 7 at Stage 2 of that Article. Stage 2 shall commence with the filing of a written grievance, as herein provided.

**11.02** If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from HEABC, the salary structure shall be considered as established.

**11.03** If the Union objects to the salary structure established by HEABC, or by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the employee's date of employment in the new position.

**11.04** Failing resolution of these matters by negotiation, within a further twenty-eight (28) calendar days of receipt of notice from HEABC, it may be referred to arbitration in accordance with Article 8. The Arbitrator shall have full power to establish the salary structure.

## **ARTICLE 12 – RESIGNATION**

### **12.01 Resignation – Regular Employees**

Employees will make every possible effort to give twenty-eight (28) calendar days' notice when resigning from the health organization. Except where it would not reasonably be possible to give such notice any employees leaving with less than twenty-eight (28) calendar days' notice will be paid earned vacation entitlement less two percent (2%). For example an employee entitled to eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc. The period of notice must be for time to be worked and must not include vacation time.

## ARTICLE 13 – SEVERANCE ALLOWANCE

### 13.01 Severance Allowance

Employees with ten (10) years of service (other than those mentioned in Item (c) below) will be entitled to one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Employees eligible for the above severance allowance must be in one of the following categories:

- (a) Employees of their own volition leaving the Employer's work force after their fifty-fifth (55) birthday.
- (b) Employees whose services are no longer required by the Employer (health organization closure, job redundancy, etc.) except employees dismissed for just and proper cause.
- (c) Employees who are required to retire from the Employer's work force because of a medical disability shall be entitled to a severance allowance regardless of length of service. In this clause medical disability means the total and permanent incapacity of the employee arising out of mental or physical disability to fill or occupy any position in the service of the Employer and made available to the employee, the duties of which the employee might reasonably be expected to carry out.
- (d) Employees with ten (10) years of service who die in service. Years of service for severance allowance purposes for part-time employees will be calculated on the following basis:

Total Hours Paid\* (excluding overtime)

1879.2

\* Includes leave without pay up to 144 working hours.  
(Reference: Article 22.02.)

For calculation purposes, all hours worked before the first pay period prior to September 30, 1993, will be divided by 1957.5 hours, and hours worked after September 30, 1993 will be divided by 1879.2.

### 13.02 Application of Portability to Severance Allowance

An employee who terminates in a health organization where the Union is certified and which is a member of HEABC and is re-employed within one (1) calendar year in a health organization



where the Union is certified and which is a member of HEABC shall be entitled to portability of severance allowance. Employees who under above provisions a), b) and c) receive a severance allowance and who subsequently become employed in a union certified health organization may once again accumulate credit without the necessity of a further ten (10) year qualifying period. However, credit will not be given for any period of service for which severance allowance was initially paid.

Portability of severance allowance which requires re-employment within one (1) calendar year of termination is waived in the case of an employee who terminates under Provision (c) above and is later re-employed.

## **ARTICLE 14 – JOB SECURITY AND TECHNOLOGICAL CHANGE**

### **14.01 Notice**

The employer will provide notice and relevant information to the Union, as early as possible in advance of an anticipated technological change or change in procedure or type of service offered that will result in the change of the employment status of an employee.

### **14.02 Technological Change – Lay-off**

The employer agrees to take all reasonable steps so that an employee will not lose employment because of changes outlined in 14.01. Normal turnover of employees to the extent that it arises during the period when this change occurs, will be utilized to absorb employees who otherwise would be displaced. When it is necessary to reduce staff due to the changes outlined in 14.01, lay-offs will be done in accordance with the provisions of Article 10.05.

### **14.03 Amalgamation**

Where the terms of the current collective agreement do not contemplate the circumstances of a proposed amalgamation or of a change outlined in 14.01, the parties will meet to negotiate a separate memorandum. Failing agreement in these negotiations either party may refer the difference to arbitration.

### **14.04 Contracting Out**

The employer will not contract out bargaining unit work that will result in the lay-off of employees.

This section does not apply to contracting out work for bona fide operational reasons to other health organizations covered by

this collective agreement, provided that every reasonable effort is made to find alternate employment for any employee affected.

This section does not prohibit contracting out of a new service or type of work notwithstanding that it may involve the lay-off of an employee who was hired specifically for that service or work (and who was so informed at the time of hiring). For purposes of this paragraph, a service or type of work ceases to be new after twelve (12) months.

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.

#### **14.05 Voluntary Solutions**

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.

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

(Articles 14.01 – 14.05 are impacted by the Health and Social Services Delivery Improvement Act.)

### **ARTICLE 15 – LEAVE – COMPASSIONATE**

**15.01** Compassionate leave of absence of 21.6 working hours with pay to compensate for loss of income for scheduled work days shall be granted by the Employer upon request of a regular employee in the event of the death of a spouse, son, daughter, mother, father, (or alternatively step-parent, or foster parent) sister, brother, mother-in-law, father-in-law, legal guardian, legal ward, or grandparents, step-child, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.

**15.02** Up to 14.4 hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

**15.03** Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

**15.04** Compassionate leave shall not apply when an employee is on any unpaid leave of absence.

## **ARTICLE 16 – LEAVE – COURT DUTY**

**16.01** An employee subpoenaed for jury duty or as a witness shall be placed on leave of absence for the total period of the court duty. All benefits of the Agreement continue to accrue during this period of leave of absence.

**16.02** An employee who is subpoenaed for jury duty or as a witness and placed on leave of absence shall continue to receive regular pay. The employee shall turn over to the Employer any witness or jury fees received as a result of being subpoenaed, providing these do not exceed the employee's regular pay, for the period of the leave.

Notwithstanding the provisions of this Article an employee on leave of absence for court duty is not required to turn over to the Employer more than five (5) days of witness or jury fees per calendar week.

## **ARTICLE 17 – LEAVE – EDUCATION**

**17.01** The employer recognizes the desirability of providing a climate for employees to improve their education level, to enhance their opportunities for advancement, and to enhance their qualifications.

**17.02** Education leave shall be granted by the employer to regular employees requesting such leave, subject to the following provisions:

- (a) The Employer shall grant one (1) day's education leave of absence with pay (at straight time rates) for each day that an individual employee gives of their own time. Education leave of absence with pay is not to exceed 36 hours of employer contribution per agreement year.

The Employer shall grant one (1) day leave of absence at straight time rates when an employee attends an approved educational program on two (2) consecutive days off. This one (1) day leave of absence shall be included in the "36 hours of employer contribution" of an agreement year.

- (b) Premium pay does not apply under this article.
- (c) Educational leave will be utilized for courses that relate to the employee's profession and are approved by the employ-

er. It may also be utilized to sit exams for relevant professional courses.

- (d) Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints. Reasonable expenses for all such leaves will not exceed \$600 per employee per agreement year.
- (e) Additional unpaid leave for education purposes may be requested by employees. The Employer shall not be responsible for any expenses related to such unpaid leave.
- (f) Education leave is not accumulated from Agreement year to Agreement year.
- (g) This article applies to expenses, but not to leaves-of-absence, for correspondence courses.

**17.03** Application for education leave shall be submitted to the Employer with as much lead time as practical, with due consideration for the staffing requirements of the Employer.

The employee shall be informed of the Employer's decision within a reasonable period of time from the date of submission.

**17.04** 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, laboratory fees, and course required books, necessary travelling and subsistence expenses. In such circumstances the premium provisions of the agreement shall not apply.

Regular employees attending Employer-approved education programs where the Employer pays one hundred and fifty-six point six (156.6) hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Health Science Professional Provincial Agreement for one (1) year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer.

## **ARTICLE 18 – PARENTAL LEAVE**

### **18.01 Natural Mother**

#### **(A) Maternity Leave**

A regular employee shall be granted fifty-two (52) consecu-

tive weeks maternity leave of absence without pay. Such leave may commence no earlier than eleven (11) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee but no later than the actual birth date. 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 22 (Leave – Unpaid).
- (b) For the balance of a 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 Article 18.01 (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) Parental Leave - Special Circumstances**

- (a) A regular employee is entitled to up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental

care is required because the child suffers from a physical, psychological or emotional condition. This additional period of leave begins immediately after the end of the unpaid leave taken in Article 18.01 (B).

- (b) A regular employee is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 18.01 (A) or Article 18.01 (B).
- (c) An employee's maximum combined entitlement to leave under Article 18.01 is limited to sixty-three (63) weeks.

**(D) Additional Leave**

Any further leave granted beyond the normal fifty-two (52) week period or for any additional weeks of parental leave (special circumstances) as set out in Article 18.01 (C) will be unpaid leave without any benefits.

**(E) Sick Leave Provisions**

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) Notice Required**

An employee shall make every effort to give at least four (4) weeks 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) Doctor's Certificate**

The employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the predicted delivery date.

**(H) Incapable of Performing Duties**

If an employee is incapable of performing her duties prior to the commencement of her maternity leave, she may be

required by the employer to take an unpaid leave of absence.

Where practical, the employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

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.

## **18.02 Natural Father or Adoptive Parent**

### **(A) Parental Leave**

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

Notwithstanding the above notice period, an adoptive parent will notify the employer when he/she is advised of the date of the adoption placement. The employee shall furnish proof of adoption.

#### **(1) Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 (Leave - Unpaid).
- (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 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 or 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) of forty-two (42)

weeks. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 18.02 (A) ends.

(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.

**18.03 Return To Employment**

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

**18.04 Bridging of Service**

If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed, upon application, 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 at a health organization party to this agreement and applies for and receives a regular position in the same health organization.



- (e) The employee must serve a three (3) 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.

### **18.05 Supplemental Employment Benefits 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 Agreement.
- 2. All regular employees employed by the employer who are in the Association 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:  
85% of normal weekly earnings.
  - (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:  
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-relat-

ed 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 Section 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 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 Appropriate Federal Agency 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 Memorandum of Agreement or the SEB Plan entered into between the parties, the following shall apply:
  - (a) the remaining provisions of the Memorandum of Agreement or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;
  - (b) The Employer and the Association shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
  - (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Collective Agreement.

## **ARTICLE 19 – LEAVE – SICK**

### **19.01 Accumulation**

Employees shall receive 10.8 working hours (or portion thereof) sick leave credit for each month (or portion thereof) of service and such sick leave credits, if not utilized, shall 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 hundred and fifty-six (156) work days (1170 hours), as of January 1, 1976, or in excess of 1123.2 hours (156 working days X 7.2 hours per day), as of 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.

Regular part-time employees accumulate sick leave credits as above but according to the following formula:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 10.8 \text{ hours}}{156.6}$$

\* Includes leave of absence without pay up to 144 hours  
(Reference: Article 22.02)

### **19.02 Record of Accumulation**

The Employer, on request by an employee, shall furnish an annual notice of accrued sick leave.

### **19.03 Qualifying Time**

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 will be returnable to the Employer. Previous service of an employee who has changed employment under the portability provisions of this Agreement will 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 29 Portability of Benefits).

### **19.04 Proof of Sickness**

Sick leave with pay is only payable because of sickness 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.

### **19.05 Benefits Accrued**

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

### **19.06 Expiration of Credits**

Absence due to sickness in excess of accumulated sick leave credits shall be treated as unpaid leave of absence in accordance with Article 22.02.

### **19.07 Enforceable Legal Claims**

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 on account of earnings as a result of such claim, the employee shall pay to the Employer so much of the said payment as relates to the sick leave pay received for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment. The employee shall have the option of declining to enforce any legal claim by foregoing any claim they may have against the Employer for paid sick leave during the period which gave rise to the enforceable legal claim.

### **19.08 Additional Leave**

Employees who continue to be off work following the expiration of their paid sick leave, shall be placed on leave of absence without pay for up to twenty-eight (28) calendar days. If the employee requires additional unpaid leave this must be requested in writing prior to the expiration of the aforementioned twenty-eight (28) calendar days and such additional unpaid leave shall not be unreasonably denied. Employees on such leave must maintain contact with their Employer and indicate their expected date of return at least one week in advance.

### **19.09 Appointments**

Where it is not possible to arrange medical, dental or health science professional appointments outside normal working hours, time off duty will be granted by the Employer and such hours shall be paid for from accumulated sick leave credits.

### **19.10 Notice Required**

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

### **19.11 Specialist Appointments**

When an employee's Doctor refers the employee to a Specialist then any necessary travel time, to a maximum of 21.6 work hours, for the employee to visit such Specialist shall be paid for and deducted from sick leave credits.

### **19.12 Cash-in of Sick Leave Credits**

Upon retirement, or on voluntarily leaving the work force after their fifty-fifth (55) birthday, employees shall receive forty percent (40%) of their accumulated sick leave credits based on their existing salary. This cash-in eliminates all sick leave credits. An employee who rejoins the work force is not entitled to another cash-in.

### **19.13 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 22 shall apply upon expiration of sick leave credits should additional leave be requested.

### **19.14 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 when 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 Memorandum of Agreement - Article 19.14 - Leave - Workers' Compensation - Entitlement to Leave).

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

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

#### **(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 wages and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. Statutory holidays and vacations will not accrue during the period of a WCB claim. However, unused vacation credits accrued in previous vacation years 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.

## ARTICLE 20 – LEAVE – SPECIAL

### 20.01 Accumulation

An employee shall earn special leave credits with pay to a maximum of 144 hours at the rate of 3.6 hours every four weeks.

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 144 hours (20 days X 7.2 hours) as of the first pay period prior to April 1, 2011, 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 144 hours, no further credit shall be earned until the accumulated balance is reduced below 144 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 144 hours.

### 20.02 Application

Special leave shall be granted as follows:

- (a) marriage leave – 36 hours;
- (b) paternity leave – 7.2 hours;
- (c) to provide care to an immediate family member who has a serious illness – up to 14.4 hours at one time;
- (d) leave of 7.2 hours may be added at one time to 21.6 hours compassionate leave;
- (e) leave of 7.2 hours may be taken for travel associated with compassionate leave.

## ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS

### 21.01 Statutory Holiday Entitlement

Each employee shall receive 7.2 paid hours off for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government.

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

Regular part-time employees will receive statutory holiday pay based on the following formula:

$$\frac{\text{hours paid (*) per anniversary year} \\ \text{(excluding overtime)} \times 79.2 \text{ hours} \times \text{regular pay}}{1879.2 \text{ hours}}$$

\* Includes leave without pay up to 144 work hours. (Reference: Article 22.02).

### 21.02 Statutory Holiday Falling Within a Vacation

If a calendar or scheduled statutory holiday falls within an employee's annual vacation the employee shall receive an extra 7.2 paid hours off.

### 21.03 Scheduled Statutory Holiday Rescheduled With Insufficient Notice

If an employee is required to work a scheduled statutory holiday and is not given at least fourteen (14) calendar days advance notice of the change of schedule, they shall be paid the appropriate overtime rate for all hours worked and receive another 7.2 hours off with pay as a rescheduled paid holiday.

### 21.04 Work On A Calendar Statutory Holiday

If an employee is required to work on any calendar statutory holiday as outlined in Article 21.01, the employee shall be paid at double time (2x) rates for all regular hours worked, and in addition will receive another 7.2 hours off with pay as a holiday. Double time (2x) rates will be paid for the shift when one-half (½) or more than one-half (½) of the hours worked fall within 0001 and 2400 hours on the holiday.

For shifts greater than eight (8) hours refer to the Memorandum of Agreement - Extended Work Day or Extended Work Week.



### **21.05 Work On A Rescheduled Statutory Holiday**

Employees working on a rescheduled statutory holiday with sufficient notice (in excess of fourteen (14) calendar days) shall be paid at regular straight time rates.

### **21.06 Christmas Day or New Year's Day Off**

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

### **21.07 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) time for the first seven and point two (7.2) hours worked and shall receive another seven point two (7.2) hours off with pay as a paid holiday. The rate of two and one-half (2.5) time shall be paid for the full shift when one-half (0.5) or more than one-half (0.5) 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) time shall be paid for the total hours worked.

## **ARTICLE 22 – LEAVE – UNPAID**

**22.01** Requests for unpaid short term or extended leave of absence shall be made in writing to the immediate Supervisor, and may be granted at the Employer's discretion with due regard to operational requirements. The Employer will make a reasonable effort to comply with a request for an unpaid leave. Reasonable notice requesting leave of absence shall be given by the employee. The Employer shall inform the employee, in writing, within a reasonable period, of the acceptance or refusal of the request. Upon request, verbal reason(s) will be given by the Employer for denying the leave request.

**22.02** Any employee granted unpaid leave(s) of absence totalling 144 working hours or less in any year shall continue to accumulate all benefits. Any excess over 144 working hours shall be deducted from service in the computation of benefits.

**22.03** Requests for unpaid leave of absence to participate in union contract negotiations or arbitration proceedings as outlined in Article 8 shall be made in writing to the immediate Supervisor, and shall be granted by the Employer.

**22.04** The Employer will make a reasonable effort to grant each employee so requesting one extended unpaid leave of absence for each three (3) years of continuous service, providing that replacements to ensure proper operation of the facility can be recruited. Leave will not be permitted for an employee to commence alternate employment except for appointments for a specified time to a position related to the employee's profession in a post secondary educational institution.

**22.05** Unpaid leave of absence shall be granted to employees so requesting who have been nominated for a federal, provincial or municipal office. If elected, the leave of absence shall be extended to cover term(s) of office.

## **ARTICLE 23 – LEAVE – VACATION**

### **23.01 Cut-Off Date**

July 1 shall be the cut-off date for the annual accrual of vacation entitlement.

### **23.02 Employees With Less Than One Year Of Service**

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

hours paid (\*) to June 30 inclusive (excluding overtime)  
x yearly vacation entitlement

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1879.2

\* Includes leave without pay up to 144 working hours.  
(Reference: Article 22.02)

### **23.03 Termination of Employment**

When a regular employee terminates employment, the Employer will pay for vacation entitlement accrued to the date of termination, less vacation pay already received.

### **23.04 Vacation During Summer Months**

Scheduling of vacations shall be determined by the Employer in accordance with operational requirements. Two (2) consecutive weeks vacation shall be granted to every employee so desiring within the months of June to September inclusive, unless this would unduly interrupt Employer services. Vacation exceeding two (2) weeks duration may be granted within this period by mutual consent of the Employer and the employee.

### **23.05 Vacation Earned During Vacation**

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

### **23.06 Vacation Qualifying Time**

Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity, or unless requested by an employee and approved by the Employer.

Requests by employees to take their vacation leave prior to a June 30th cut-off date shall be granted by the Employer unless otherwise required by operational necessity. If the employee terminates prior to the June 30th cut-off date then the Employer shall be reimbursed by the employee for such advanced vacation pay.

### **23.07 Annual Vacation Entitlement**

Regular employees will be entitled to a paid vacation away from work, when the qualifying year(s) of service are attained before July 1 as follows:

144.0	work hours after 1 year of continuous service
144.0	work hours after 2 years of continuous service
144.0	work hours after 3 years of continuous service
144.0	work hours after 4 years of continuous service
<u>144.0</u>	work hours after 5 years of continuous service
<u>151.2</u>	work hours after 6 years of continuous service
<u>158.4</u>	work hours after 7 years of continuous service
<u>165.6</u>	work hours after 8 years of continuous service
<u>172.8</u>	work hours after 9 years of continuous service
<u>180.0</u>	work hours after 10 years of continuous service
<u>187.2</u>	work hours after 11 years of continuous service
<u>194.4</u>	work hours after 12 years of continuous service
<u>201.6</u>	work hours after 13 years of continuous service
<u>208.8</u>	work hours after 14 years of continuous service
<u>216.0</u>	work hours after 15 years of continuous service
<u>223.2</u>	work hours after 16 years of continuous service
<u>230.4</u>	work hours after 17 years of continuous service
<u>237.6</u>	work hours after 18 years of continuous service
<u>244.8</u>	work hours after 19 years of continuous service
<u>252.0</u>	work hours after 20 years of continuous service
<u>259.2</u>	work hours after 21 years of continuous service

266.4 work hours after 22 years of continuous service  
273.6 work hours after 23 years of continuous service  
280.8 work hours after 24 years of continuous service  
288.0 work hours after 25 years of continuous service  
295.2 work hours after 26 years of continuous service  
302.4 work hours after 27 years of continuous service  
309.6 work hours after 28 years of continuous service  
316.8 work hours after 29 years of continuous service  
324.0 work hours after 30 years of continuous service

Regular part-time employees will receive a vacation pay based on the following formula:

$$\frac{\text{hours paid (*) to June 30 inclusive (excluding overtime)} \times \text{yearly vacation entitlement} \times \text{regular pay}}{1879.2}$$

\* Includes leave without pay up to 144 hours.

### **23.08 Supplementary Vacation Entitlement**

(a) **Twenty-Five Years**

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional 36 work hours vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

(b) **Thirty Years**

Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional 72 work hours vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

(c) **Thirty-Five Years**

Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional 108 work hours vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

(d) **Forty Years**

Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional 108 work hours vacation with pay. This provision

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

(e) **Forty-Five Years**

Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional 108 work hours vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation 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.

**23.09 Vacation Scheduled According to Seniority**

Vacations shall be scheduled according to seniority on the basis that the employee holding the most seniority shall have the first choice of having vacation time, or some other equitable method mutually agreed upon between the Employer and the employees if it has the unanimous consent of all regular employees affected by the schedule. Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been satisfied. Seniority shall prevail in the same manner for all subsequent selections. Employees failing to exercise seniority rights within two (2) weeks of the time that the employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

**23.10 Reinstatement of Vacation Days - Sick Leave**

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

**ARTICLE 24 – HOURS OF WORK**

**24.01** There shall be thirty-six (36) work hours per week, exclusive of meal periods or a mutually-agreed equivalent. (Reference Memorandum of Agreement, Re: Article 24.01 – Hours of Work).

**24.02** The daily hours of work for each employee shall be consecutive.

**24.03** Except by agreement between the Employer and the employee, each employee shall receive fifteen (15) consecutive hours off duty when changing shifts and at least forty-eight (48) hours off duty after completing a tour of night duty.

**24.04** Except by agreement between the Employer and the employee, afternoon or night shifts shall not be worked for a period of more than two (2) consecutive weeks on each shift, and at least two (2) weeks of day shift shall follow each four (4) week period on other shifts.

**24.05 Meal Period**

A minimum meal period of one-half (½) hour shall be scheduled during each full shift.

When an employee is designated by the employer to be available for work during a meal period and:

- (i) the employee is scheduled to work a shift of less than 10 hours and receives 30 minutes for a meal period exclusive of the shift, then the employee shall receive \$10.00;
- (ii) the employee is scheduled to work a shift of less than 10 hours and does not receive 30 minutes for a meal period exclusive of the shift, then the employee shall receive regular pay for the shift worked plus 30 minutes pay at time and one-half the regular rate.
- (iii) in the event an employee in (i) above is recalled to duty during the meal period the provisions of (ii) apply.

For shifts of 10 hours or more, refer to the Memorandum of Agreement - Extended Work Day or Extended Work Week.

**24.06** Employees working a full shift shall receive one rest period in each half of the shift. Employees working less than a full shift and a minimum of four (4) hours shall receive one rest period. Employees taking rest periods in their work areas shall receive fifteen (15) minute breaks; those using the cafeteria shall be allowed ten (10) minutes in the cafeteria.

**24.07** During the term of the Agreement, HEABC and the Union will co-operate in developing and implementing experimental shift scheduling programs which vary from the traditional.

**24.08** Employees shall receive at least four (4) days off during each two (2) week period according to the following formula:

- (a) two (2) periods each of two (2) consecutive days off, or
- (b) any schedule mutually agreed upon between the Employer and at least two-thirds (2/3) of the regular employees affected by the schedule.
- (c) employees shall not be required at any time to work more than 6 consecutive shifts, except as agreed to pursuant to Articles 24.08 (b) and 27.03. Otherwise, overtime shall be paid in accordance with Article 25.

In applying the foregoing to the development of employee schedules it is intended that due attention will be given to providing for the equitable distribution of weekends off.

#### **24.09 Assignment of Additional Shifts**

To ensure efficient and effective health care services within a climate of fairness, current agreed-upon arrangements for the assignment of additional shifts will continue. If no agreed-upon arrangement exists, the Employer will meet with affected employees at the work unit level to develop a mutually-agreed process, with primary consideration for assignment by seniority unless that is impractical in the circumstances. If there is no resolution, then additional shifts shall be allocated equitably to qualified casual and part-time employees, considering their availability to meet clinical needs.

Notwithstanding the above, the Employer may assign additional shifts to casual employees in order to maintain a threshold level of technical and operational knowledge or to retain an adequate complement of casual employees.

Arrangement for the assignment of additional shifts will be made available to employees in the work unit.

#### **24.10 Daylight Savings**

Employees shall be paid for the actual number of 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 25 – OVERTIME

### 25.01 Authorized Overtime

- (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.

### 25.02 Approval of Overtime

The Employer shall post a list of personnel authorized to approve overtime.

### 25.03 Overtime Rates

- (a) Overtime at the rate of time and one-half (1.5 x) shall be paid on the following basis:
  - (1) for the first two (2) hours in excess of the normally scheduled full shift hours per day;
  - (2) for the first seven point two (7.2) hours in excess of the normally scheduled full shift hours per week.
- (b) Overtime at the rate of double time (2 x) shall be paid on the following basis:
  - (1) for all hours in excess of the first two (2) hours worked after the normally scheduled full shift hours per day;
  - (2) for all hours in excess of the first seven point two (7.2) hours worked after the normally scheduled full shift hours per week;
  - (3) for all hours worked on an employee's scheduled day off.
- (c) Overtime at the rate of one and one-half (1.5 x) 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 26 – TRANSPORTATION ALLOWANCE AND TRAVEL EXPENSE**

**26.01** When an employee, at the request of the employer, drives a motor vehicle other than a motor vehicle supplied by the employer, a transportation allowance of fifty cents (50¢) per kilometre will be paid with a minimum of \$2.00 for each round trip.

Business related mileage shall not include the normal distance an employee drives between their home and their regular work site, but shall include all other mileage included for business purposes.

For clarity, if an employee proceeds directly to a business location other than their regular work site, they may claim as business related mileage all kilometres travelled from that location. If the business location is further than their regular work site, they will claim all kilometres travelled which exceed the distance between their home and their regular work site.

**26.02** When an employee is required by the Employer to travel for employment purposes the employee shall be reimbursed for reasonable expenses supported by receipts as required by the Employer.

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

## ARTICLE 27 – SHIFT WORK

### 27.01 Shift Premium

The evening shift premium shall be 70¢ per hour.

The night shift premium shall be \$1.75 per hour.

The weekend premium shall be \$1.00 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

Shift premium is payable only when the major portion of the hours worked falls within the defined evening or night shift. In such cases the shift premium shall be paid for the total hours worked.

For shifts of eight (8) hours or less, the shift premium is payable only when the major portion of the shift falls within the defined evening or night shift. For shifts greater than eight (8) hours, refer to the Memorandum of Agreement – Extended Work Day or Extended Work Week.

### 27.02 Shift Posting

The Employer shall post the time of on-duty and off-duty shifts including statutory holidays, at least twelve (12) calendar days in advance and, where possible, fourteen (14) calendar days in advance. (Reference: Article 21.03).

Should the Employer change the shift schedule and not give twelve (12) days' notice in advance to the affected employees of the change in schedule, then the employee so affected will be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

Where the Employer and employee concerned agree, the requirement for twelve (12) calendar days of advance notice may be waived. The waiver may operate to allow an employee who starts work earlier than her normal start time to go home early but only after the completion of the normal hours of work.

### 27.03 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) no employee shall be entitled to any extra compensation other than shift differential to which they would not have

been entitled under the Agreement in the absence of such shift change.

## **ARTICLE 28 – ON-CALL AND CALL-BACK**

### **28.01 On-Call Premium**

Employees scheduled by the Employer to be on-call shall be paid a premium of three dollars (\$3.00) per hour for the first seventy-two (72) hours on-call in a calendar month.

Effective April 1, 2007, employees scheduled by the Employer to be on-call shall be paid a premium of three dollars and twenty-five cents (\$3.25) per hour for the first seventy-two (72) hours on-call in a calendar month.

Effective April 1, 2008, employees scheduled by the Employer to be on-call shall be paid a premium of three dollars and fifty cents (\$3.50) per hour for the first seventy-two (72) hours on-call in a calendar month.

Employees scheduled by the Employer to be on-call shall be paid a premium of four dollars and twenty-five cents (\$4.25) per hour for all hours on-call after seventy-two (72) hours on-call in a calendar month.

Effective April 1, 2009, employees scheduled by the Employer to be on-call shall be paid a premium of four dollars and twenty-five cents (\$4.25) per hour for all hours on-call.

Fractions of whole hours will be paid on a proportionate basis. Every effort shall be made to avoid placing an employee on-call on the evening prior to or during scheduled off-duty days.

### **28.02 Call-Back Pay**

A regular employee called back to work, shall be paid a minimum of two (2) hours pay at the appropriate overtime rate provided by Article 25.

Payment for call-back may be taken as time off if the Employer and employee mutually agree. In default of mutual agreement payment will be in pay.

### **28.03 Call-Back Definition**

An employee is entitled to the call-back pay provided by Article 28.02 for each separate call-back.

A separate call-back is defined as:

- (a) a call-back separated by a period exceeding two (2) hours from the commencement of a preceding call-back, or
- (b) a call-back occurring within two (2) hours from the commencement of a preceding call-back, but received by the employee after the employee has completed the emergency procedure(s) for which the preceding call-back was made and after the employee has left the Facility.

A call-back occurring and work is commenced on same within two (2) hours after a preceding call-back and received by the employee before the employee has left the Facility upon completion of the procedure(s) for which the preceding call-back was made, shall not be deemed to be a separate call-back and the employee shall be paid in accordance with Article 28.02.

Upon completion of the procedure(s) for which the call-back was made, the employee will not be required to perform non-emergency procedures in order to fill out a two (2) hour period.

#### **28.04 Call-Back Travel Allowance**

An employee called back shall receive an allowance of fifty cents 50¢ per kilometre and a minimum of \$2.00 for each round trip, or taxi fare.

#### **28.05 Statutory Requirement**

Any employee, except those covered by Article 28.02 reporting for work at the call of the Employer and then no work is provided, shall nevertheless receive two (2) hours pay for so reporting, or in the case where an employee has commenced work the employee shall receive a minimum of four (4) hours pay.

#### **28.06 Insufficient Off-Duty Hours**

If an employee is required to work overtime, or answer call-backs, and does not receive a total of six (6) consecutive hours off duty between eight (8) pm and the commencement of the employee's next shift, then the employee will not be required to report for duty until the employee has received a total of six (6) consecutive hours off duty. In such instances 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/his scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee six (6) consecutive hours in total off duty between shifts.

### **28.07 Pagers**

Where an employee is required by the employer to be on-call; and where the employee requests the employer to provide a pager; and where a pager service is available at reasonable expense, all such expenses shall be the sole responsibility of the employer.

### **28.08 On-Call**

Current agreed-upon arrangements for assigning on-call will continue. If no agreed-upon arrangement exists, the Employer will meet with affected employees at the work unit level to develop a mutually agreed process, with primary consideration for assignment by seniority unless that is impractical in the circumstances. If there is no resolution, then on-call work shall be allocated equitably to qualified employees, considering their availability to meet clinical needs.

### **28.09 Telephone Consultation**

An employee, who has received a work related phone call outside her/his daily hours of work, shall be paid a minimum of fifteen (15) minutes at the rate of time and one half (1.5 x) straight time rates upon approval by the employer. Subsequent phone calls within the fifteen (15) minute period from the receipt of the initial call will not trigger an additional fifteen (15) minute payment.

## **ARTICLE 29 – PORTABILITY OF BENEFITS**

### **29.01 Transfers**

An employee who terminates in a Facility where the Union is certified and which is a member of HEABC and is employed within ninety (90) calendar days in another Facility where the Union is certified, shall be entitled to portability of benefits as specified below. The term “member” in relation to the Facility from which the employee is transferring shall not include any provincial or federal government institution.

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 the letter of appointment that she/he is seeking regular employment. In such instance, the employee shall be entitled to portability of benefits specified in 29.02 for a period of 150 calendar days from date of termination at A.

## **29.02 Benefits Portable**

The Health Organization from which an employee is transferring shall be called Health Organization "A" and the Health Organization the employee is transferring to shall be called Health Organization "B". However promotions combined with transfers shall be credited as if the promotion took place at Health Organization "A".

(a) **Sick Leave**

Sick leave credits to a maximum of one thousand one hundred and twenty-three point two (1123.2) working hours which are recognized by Health Organization "A" shall be credited by Health Organization "B".

(b) **Vacation Leave**

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

(c) **Increments**

The salary increment step attained in Health Organization "A" will be portable. Credit given for such service shall carry with it the previous anniversary date.

(d) **Municipal Pension Plan**

Eligible employees will be brought within the scope of the Municipal Pension Plan as of the first day of employment in Health Organization "B".

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

Notwithstanding the above, those current employees who are presently a member of the Public Service Pension Plan as at April 1, 2001 shall have the option of remaining with that Plan if they are entitled to portability of benefits under Article 29.01.

(e) **Seniority**

Seniority in Health Organization "A" shall be credited by Health Organization "B" effective March 1, 1999.

## **29.03 Benefits Not Portable**

Benefits superior to those provided by the Agreement shall not be portable.

**29.04 Effective Date – Medical, Dental, Extended Health and Long Term Disability Insurance Plan Coverage**

An employee transferring under this Article will have medical, dental and extended health coverage, effective the first day of the month following the initial date of regular employment.

Coverage for Long Term Disability shall be effective on the initial date of regular employment at Health Organization “B”.

**29.05 Transfer From Another Unit - Same Employer**

When a person transfers from another bargaining unit to the Union bargaining unit with the same Employer, the employee will port accumulated service related benefits and increment anniversary date.

**ARTICLE 30 – PREVIOUS EXPERIENCE**

**30.01** Where a new employee does not qualify for portability of benefits under Article 29, the employer will recognize previous experience on the basis of one (1) year for every (1) one year of service within the last seven (7) years.

**ARTICLE 31 – RELIEF**

**31.01 Relief**

In the event of an employee being assigned to perform a higher rated job for a minimum of one (1) full shift or more, the employee shall receive the lowest step in the higher rated job increment structure which will result in a minimum monthly increase of \$82 if the position is one grade higher; \$104 if the position is two grades higher; and so on (increasing by \$22 for each grade) proportionate to the time in which the employee is actually performing the higher rated duties.

The maximum rate of the higher rated job increment structure will not be exceeded because of the application of this provision.

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

Notwithstanding the above, if an employee is temporarily promoted and placement in the new increment structure would result in a rate of pay less than that which would have been

received had the promotion been to an intervening grade (e.g.: If an employee at Grade I is promoted to Grade III the intervening Grade would be Grade II) then the employee will be moved to the next higher increment in the new increment structure.

## **ARTICLE 32 – SUPERIOR BENEFITS**

**32.01** Employees receiving benefits (other than wages) specified in the Agreement superior to those provided in the Agreement, shall remain at their superior benefit level which was in effect at the date of certification, until such time as such superior benefits are surpassed by the benefits provided in succeeding Agreements.

**32.02** This provision applies only to employees on staff on the date of certification.

**32.03** (a) All separate Memoranda shall form part of the Collective Agreement.

(b) Any Memoranda now in existence providing Superior Benefits and not varied in the current negotiations shall be attached to their respective Agreements.

(c) Any Memoranda already or hereafter agreed to shall be so attached.

## **ARTICLE 33 – JOB DESCRIPTIONS**

**33.01** The Employer shall provide the Union with job descriptions of union classifications.

**33.02** Employees shall have input and access to their job descriptions.

## **ARTICLE 34 – HEALTH AND WELFARE COVERAGE**

### **34.01 Medical Coverage**

(a) Regular employees and their eligible dependents (including 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 depend-



ents 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 the date of hire.

### **34.02 Extended Health Care Coverage**

- (a) The Employer shall pay one hundred per cent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.
- (b) The employee shall pay a deductible of \$100 effective April 12, 2006.
- (c) The plan benefits shall be include but are not limited to:
  - (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;
  - (2) the maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited;
  - (3) Eliminate Pharmacare “tie-in” on prescription drugs, maintain exclusion of lifestyle drugs, add reference to low-cost alternatives and referenced-based priced drugs;
  - (4) “Medical Referral Transportation Benefit” comparable to standard plans that provide coverage for out-of-town travel for an employee or dependent who is referred to a specialist or is referred for medical treatment;
  - (5) vision care coverage providing three hundred and fifty dollars (\$350.00) every twenty-four (24) months per eligible employee and eligible dependent (No coinsurance payment will be applied on vision claims);
  - (6) podiatrist coverage providing a maximum of four hundred dollars (\$400) per year;
  - (7) psychologist services, including registered clinical counsellors and registered psychologists to a maximum nine hundred dollars (\$900) per year;

- (8) contraceptive coverage including standard oral contraceptives and injectables (coverage does not include devices (eg., IUDs) or morning after pills); and
- (9) orthotics improvement (changes in conditions will be covered once every 5 years based on the reasonable and customary standard for the entitlement).
- (d) 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.
- (e) 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.
- (f) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

### **34.03 Dental Coverage**

- (a) (1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred per cent (100%) of the cost of the basic plan “A” and sixty per cent (60%) of the cost of the extended plan “B” and sixty per cent (60%) of the cost of the extended plan “C” (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.
- (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 from the first of the calendar month following thirty (30) days from the date of hire.
- (e) Effective January 1, 2012, the dual dental restriction is removed.

#### **34.04 Dependents**

An eligible dependent for the purposes of Articles 34.01, 34.02 and 34.03 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.

#### **34.05 Long Term Disability (LTD)**

The plan shall be as provided in Appendix 12 – Long Term Disability.

##### ***Effective August 4, 2006***

HEABC will establish a new long term disability plan.

The plan shall be as provided in Appendix 11 – Long Term Disability Plan – Effective August 4, 2006.

##### ***Effective April 1, 2011***

HEABC will establish a new long term disability plan

The plan shall be as provided in Appendix 10 – Enhanced Disability Management Program.

The Employer shall pay 70% and the employee shall pay 30% of the premium.

#### **34.06 Group Life Insurance**

The Employer shall provide a Group Life Insurance Plan providing \$50,000 insurance coverage for post-probationary employees.

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

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

The HEABC and the Health Science Professionals Bargaining Association agree that the Group Life Plan shall be governed by the terms and conditions set forth below.

## **Eligibility**

Regular full-time employees shall, upon completion of the three (3) calendar month probationary period, become members of the Group Life Insurance Plan as a condition of employment. Regular part-time employees shall, upon completion of the four hundred and sixty-nine point eight (469.8) hours worked or six (6) months' work probationary period, become members of the Group Life Insurance Plan as a condition of employment.

## **Benefits**

The plan shall provide basic life insurance in the amount of \$50,000 and standard 24 hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their 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.

## **Premiums**

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

### **34.07 Casual Employees**

A casual employee enrolled in the medical services plan, dental plan, and extended health plan who obtains regular employee status following the probationary period, will receive these Employer-paid benefits effective on the first day of the month following the appointment to regular status.

## **ARTICLE 35 – MUNICIPAL PENSION PLAN COVERAGE**

- 35.01** (a) Regular employees shall be covered by the provisions of the *Municipal Pension Plan*. All regular employees shall be entitled to join the Municipal Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 29 – Portability of Benefits).
- (b) 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.

- (c) Employees reverting to part-time status who have not yet acquired vesting will be given the option of remaining in or opting out of the Plan on change of status, subject to the *Public Sector Pension Plans Act and Regulations*.

## ARTICLE 36 – UNIFORMS

**36.01** When it is necessary for an employee to wear a uniform, the Employer shall be responsible for its provision and laundering.

## ARTICLE 37 – GENERAL PROVISIONS

### **37.01 Exempt and Save Harmless**

The Employer shall ensure:

- (a) to exempt and save harmless each employee from any liability action arising from the proper performance of her/his duties for the Employer.
- (b) to assume all costs, legal fees and other expenses arising from any such action.

### **37.02 Isolation Allowance**

Employees in the following Communities shall receive an Isolation Allowance of \$74.00 per month.

Alert Bay	New Denver
Burns Lake	Port Alice
Chetwynd	Port Hardy
Dawson Creek	Port McNeill
Dease Lake	Pouce Coupe
Fort Nelson	Prince Rupert
Fort St. James	Queen Charlotte Islands
Fort St. John	Smithers
Fraser Lake	Stewart
Gold River	Tahsis
Hazelton	Terrace
Houston	Tofino
Hudson Hope	Tumbler Ridge
Kitimat	Valemount
McBride	Vanderhoof
Mackenzie	Waglisla
Nakusp	

### **37.03 Personal Property Damage**

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

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.

### **37.04 Pay Cheques or Deposit**

Employees shall be paid by cheque or direct deposit, subject to the following provisions:

- (a) The statements given to the employees with their pay cheques shall include designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions. The Employer may opt to provide an employee with the statement of wages electronically rather than with a paper copy.
- (b) Employees will be paid during the normal operating hours of the business office as posted on the bulletin board or such other arrangement as may be agreed upon between the Employer and the employees. Employees on evening or night shift will be paid on the day immediately prior to pay day.
- (c) Employees whose days off coincide with pay day shall be paid on the last working day preceding the pay day provided the cheques are available at the work place.
- (d) The pay for a vacation period to which an employee is entitled shall be paid to the employee not later than her/his last work day prior to the commencement of the vacation period.

The Employer may implement a system of direct deposit.

### **37.05 HEABC/Health Science Professionals Bargaining Association Printing Costs**

The Employer will make available copies of the Collective Agreement in booklet form to all of its employees. The cost of printing will be shared equally between HEABC and the Union.

### **37.06 General Provisions**

The parties agree that portions of the Collective Agreement have been changed from days to hours for the purpose of Administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and both Employers and Employees will neither gain nor lose any benefit contained in the Agreement.

## **ARTICLE 38 – SAFETY AND OCCUPATIONAL HEALTH**

### **38.01 Promotion of Safe Work Habits**

The parties to this Agreement agree to co-operate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the *Workers' Compensation Act* and related Regulations.

No Employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and Regulations.

### **38.02 Occupational Health and Safety Committee**

There will be Union representation appointed by the Union on the Occupational Health and Safety Committee which will be established in accordance with and governed by the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

Union safety stewards may apply for short term leave of absence in accordance with Article 5.12 to attend safety seminars sponsored by the Union.

The parties recognize the importance of continuity of representation at meetings of the Occupational Health and Safety Committee.

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

pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

Courses identified by the Occupational Health and Safety Committee to promote a safe and healthy workplace, and approved by the employer, shall be treated like an employer-requested leave (Reference Article 17.04).

The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

### **38.03 Employee Safety**

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

Where the employer or Occupational Health and Safety committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

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

The employer will provide orientation or in-service necessary for the safe performance of work, including the safe handling of materials and products. The employer will also make readily available information, manuals, and procedures for these purposes. The employer will provide appropriate safety clothing and equipment.

The employer will provide employees working in remote geographic areas with access to appropriate communication devices or processes.

### **38.04 Aggressive Patients/Residents/Clients**

(a) When the Employer is aware that a patient has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission, transfer, or a community assignment the Employer will make every rea-



sonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive patient/resident/client and how to respond to the patient's/resident's/client's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents/clients.

- (b) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such sessions will be without loss of pay.

### **38.05 Workload**

An employee who believes that her/his workload is unsafe or consistently excessive shall discuss the problem with her/his 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 a troubleshooter who shall

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

## **ARTICLE 39 – NO HARASSMENT**

**39.01** The parties subscribe to the principles of the *Human Rights Code* of British Columbia.

**39.02** Consistent with the principles of the *Human Rights Code*, the parties recognize the right of employees to work in an environment free from harassment, including sexual harassment. The employer shall take such actions as are necessary with respect to any person engaging in harassment, including sexual harassment, at the workplace.

**39.03** There will be no discrimination against any employee for reason of membership or activity in the Union or exercising any right under this collective agreement.

**39.04** There will be no discrimination against any employee on the basis of sexual orientation.

## ARTICLE 40 – EMPLOYEE EVALUATION AND RECORDS

### 40.01 Performance Evaluation

When a formal written performance evaluation is carried out, the employee will be made aware of the evaluation and will signify in writing that she/he has seen it. A copy of the evaluation will be given to the employee. If an employee disagrees with the evaluation, then the employee may object in writing and the objection will be attached to the evaluation that is retained by the Employer.

### 40.02 Employee Access to Files

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

**40.03** Any employee who disputes a censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof will become part of the employee's personal record with such amendments or deletions that may be requisite.

**40.04** Upon request of the employee all record of any disciplinary action by the Employer will be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the intervening months.

The eighteen (18) month period is extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of vacation and maternity leave.

## ARTICLE 41 – EFFECTIVE AND TERMINATION DATES

**41.01** The term of this agreement is from its effective date of April 1, 2010 until its expiry date of March 31, 2012.

**41.02** The provisions of this agreement continue until it is superseded by a subsequent agreement.

**41.03** It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* is excluded from the Agreement.

**41.04** (a) If either HEABC or the Health Science Professionals Bargaining Association wishes to propose amendments to this Agreement, the party proposing such amendments will notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

(b) Where no notice is given by either party prior to the expiry date of this collective agreement, notice shall be deemed to have been given under this clause on March 31, 2012.

**Signed on Behalf of the Health Employers Association of  
British Columbia**

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Lee Doney, President and Chief Exexecutive Officer


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Marno McInnis, Vice-President, Strategic Health Authority  
Services and Negotiations

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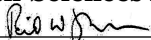
  
Adrienne Hook, Director, Specialized Strategic Services

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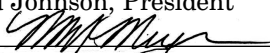
  
Erin Cutler, Consultant, Health Authority Services

**Signed on Behalf of the Health Science Professionals  
Bargaining Association  
Health Sciences Association**

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Reid Johnson, President

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Jeanne Meyers, Executive Director Legal Services and Labour  
Relations

**B.C. Government & Service Employees' Union**

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Darryl Walker, President

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Frank Greenlay, Staff Representative

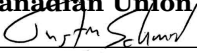
**Professional Employees' Association**

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Frank Kohlberger, President

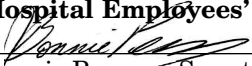
**Canadian Union of Public Employees**

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Justin Schmid, National Representative

**Hospital Employees' Union**

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Bonnie Pearson, Secretary Business Manager

Dated this 22, day of December 2010.

## PROVISIONS OF THE WAGE SCHEDULE

### 1. **Wage Schedule**

The attached wage schedules for specified health science professional groups of employees and for specified classifications within those groups, shall be standard wage schedules for all employees falling within those groups and classifications.

Incumbent and/or new employees who do not fall within the said specified groups and classifications of the Wage Schedules in this Agreement contained shall be covered in each instance by separate memoranda to be negotiated from time to time during the life of this Agreement by the HEABC and the Union. In the event of no settlement being reached in such negotiation the dispute shall be referred directly to binding Arbitration.

Hourly wage rates in the Wage Schedule will appear to two (2) decimal places only.

### 2. **Qualification Differential**

Qualification differential will be paid for the highest qualification held, subject to the following:

- (a) The qualification must be utilized in the normal course of duties.
- (b) The qualification differential shall not be paid where the qualification forms part of the requirement for licensure, registration, or other authorization to practice in the particular discipline.
- (c) The qualification differential shall not be paid where the qualification forms part of the requirement for entrance into a particular grade level as stated in the classification definitions. (For example Social Workers and Vocational Counsellors).

A.C. or A.R.T.	\$100.00 per month
Baccalaureate	\$100.00 per month
Baccalaureate plus A.C. or A.R.T.	\$115.00 per month

CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management	\$25.00 per month
F. (C.A.M.R.T.) or F.C.S.M.L.S.	\$125.00 per month
Master's	\$125.00 per month
PharmD	\$125.00 per month

- (d) Qualifications must be Canadian standard or equivalent as recognized by relevant professional associations or appropriate post-secondary institutions.

4. **Employees Q.N.R.**

The Employer agrees to give Qualified Registered Applicants first consideration in filling vacancies.

Employees, including casuals, coming on staff after the date of certification and employed as Qualified Not Registered Employees shall be paid ten per cent (10%) less than the rate for the appropriate classification shown in the wage schedules.

Employees on staff prior to the date of certification and employed as Qualified Not Registered Employees shall be paid according to the rates for the appropriate classification shown in the wage schedules, unless the employee's wage rate is covered by a separate memorandum.

The parties agree that the wage rates of present Q.N.R. employees shall not be changed by the application of this provision.

When an employee is awaiting registration, the employee shall receive ten per cent (10%) less than the rate for the appropriate classification shown in the wage schedules. On obtaining registration there shall be a retroactive pay adjustment of ten per cent (10%), to the date of registration, for a period not greater than six (6) months while the employee was awaiting registration. The portability provisions of this Agreement do not apply to this six (6) month pending registration period for purposes of the retroactive pay adjustment.

## HEALTH SCIENCE PROFESSIONAL JOB RATES

The Health Science Professional Job Families and Allied Disciplines are slotted to the Wage Schedule as follows:

### **Dietitian**

Grade I	Level 9
Grade II	Level 11
Grade III	Level 12
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 16

### **Health Records Administrator**

Grade I	Level 5
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 9
Grade V	Level 11
Grade VI	Level 12

### **Medical Radiation Technologist<sup>(MA)</sup>/Diagnostic Medical Sonographer<sup>(MA)</sup>**

Grade I	Level 6
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 10
Grade V	Level 13
Grade VI	Level 14

### **Medical Technologist<sup>(MA)</sup>**

Grade I	Level 6
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 10
Grade V	Level 13
Grade VI	Level 14

### **Nuclear Medical Technologist<sup>(MA)</sup>**

Grade I	Level 6
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 10
Grade V	Level 13
Grade VI	Level 14

**Orthotist**

Grade I	Level 8
Grade II	Level 9
Grade III	Level 10
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 15

**Occupational Therapist<sup>(MA)</sup>**

Grade I	Level 8
Grade II	Level 9
Grade III	Level 10
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 15

**Pharmacist<sup>(MA)</sup>**

Grade I	Level 11
Grade II	Level 12
Grade III	Level 15
Grade IV	Level 17
Grade V	Level 18
Grade VI	Level 19

**Physiotherapist<sup>(MA)</sup>**

Grade I	Level 8
Grade II	Level 9
Grade III	Level 10
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 15

**Prosthetist**

Grade I	Level 8
Grade II	Level 9
Grade III	Level 10
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 15

**Psychologist**

Grade C	Level 16
Grade B	Level 18
Grade A	Level 20



**Respiratory Therapist**

Grade I	Level 7
Grade II	Level 8
Grade III	Level 9
Grade IV	Level 12
Grade V	Level 13
Grade VI	Level 14

**Social Worker**

Grade I (a)	Level 8 (Bachelor's Degree)
Grade I (b)	Level 11 (Master's Degree)
Grade II	Level 12
Grade III	Level 13
Grade IV	Level 14
Grade V	Level 15
Grade VI	Level 16

**Speech/Language Pathologist, Audiologist**

Grade I	Level 11
Grade II	Level 12
Grade III	Level 13
Grade IV	Level 14
Grade V	Level 15

## HEALTH SCIENCE PROFESSIONAL DISCIPLINES ALLIED TO THE MEDICAL TECHNOLOGY DISCIPLINES

The following disciplines will be classified in accordance with the Medical Technologist definitions and grid levels.

Cytotechnologist<sup>(MA)</sup>

Diagnostic Neurophysiology Technician<sup>(MA)</sup>

Diagnostic Technician<sup>(MA)</sup>

Electromyography Technician<sup>(MA)</sup>

Electronystagmography Technician<sup>(MA)</sup>

Neuromuscular Technician<sup>(MA)</sup>

Visual Function Assessment Unit Technician<sup>(MA)</sup>

Note: <sup>(MA)</sup> Market Supplement Adjustment (See Attachment A)

## INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL)

The following health science professional disciplines will be paid at the appropriate grid levels as indicated below:

<b>Aquatic Therapist – Staff</b>	<b>Level 8</b>
<b>Aquatic Therapist – Sole Charge</b>	<b>Level 9</b>
<b>Aquatic Therapist – Supervisor</b>	<b>Level 10</b>
<b>Art Therapist – Staff</b>	<b>Level 8</b>
<b>Art Therapist – Sole Charge</b>	<b>Level 9</b>
<b>Art Therapist – Supervisor</b>	<b>Level 10</b>
<b>Biomedical Engineering Technologist – Staff</b>	<b>Level 8</b>
<b>Biomedical Engineering Technologist – Senior</b>	<b>Level 10</b>

A Biomedical Engineering Technologist – Senior functions, for the majority of time, at an advanced administrative level, such as having a lead role in the procurement of equipment, capital planning, or the development of policies and procedures, or having on-going project management responsibility.

### **Biomedical Engineering Technologist – Technical Consultant**

A Biomedical Engineering Technologist – Technical Consultant functions at an advanced level in Biomedical Engineering Technology. The primary role of the Biomedical Engineering Technologist – Technical Consultant is to provide consultative services and advanced technical advice to other Biomedical Engineering Technologists and to the Employer. A recognized level of expertise is obtained through specialized education, training, and experience, and is required in order to carry out the duties of a Biomedical Engineering Technologist – Technical Consultant.

The responsibility of the Biomedical Engineering Technologist – Technical Consultant and the Biomedical Engineering Technologist – Senior must be delegated in writing by the Employer.

**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL) (Continued)**

**Biomedical Engineering Technologist – Supervisor I** **Level 10**

A Biomedical Engineering Technologist who supervises up to ten (10) Biomedical Engineering Technologist – Staff FTEs.

**Biomedical Engineering Technologist – Supervisor II** **Level 12**

A Biomedical Engineering Technologist who supervises over ten (10) Biomedical Engineering Technologist – Staff FTEs or is required to supervise at least one (1) FTE Biomedical Engineering Technologist – Senior/Technical Consultant.

Note: An employer is not required to create a Biomedical Engineering Technologist – Technical Consultant or a Biomedical Engineering Technologist – Senior.

**Cardiology Technologist – Staff (Non-Diploma)** **90% of Level 6**

A Cardiology Technologist who has successfully completed the Canadian Society of Cardiology Technologists (CSCT) certification exam but has not completed a Diploma level qualification from a CSCT recognized Diploma program.

**Cardiology Technologist – Staff (Diploma)** **Level 6**

A Cardiology Technologist who has completed a CSCT recognized Diploma program.

**Pacemaker Technologist – Staff** **Level 8**

A Pacemaker Technologist delegated by the Employer to assess and program pacemakers, for the majority of time.

Pacemaker Technologists who assess and program pacemakers for less than the majority of time will be paid at this grid level on the basis of time scheduled (the minimum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift).

**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL) (Continued)**

<b>Cardiology Technologist – Supervisor I</b>	<b>Level 8</b>
A Cardiologist Technologist delegated by the Employer to supervise a staff of up to and including ten (10) FTE.	
<b>Cardiology Technologist – Supervisor II</b>	<b>Level 9</b>
A Cardiologist Technologist delegated by the Employer to supervise a staff of more than ten (10) FTE or is required to supervise at least one (1) FTE Pacemaker Technologist.	
Note: An Employer is not required to create a Cardiology Technologist Supervisor I or Supervisor II position.	
<b>Child Life Specialist – Staff (Diploma)</b>	<b>Level 7</b>
<b>Child Life Specialist – Staff (Bachelor’s)</b>	<b>Level 8</b>
<b>Combined Laboratory/X-Ray Technologist – Staff (Diploma)</b>	<b>Level 5</b>
<b>Combined Laboratory/X-Ray Technologist – Working Without</b>	
<b>General Supervision</b>	<b>Level 6</b>
A Combined Laboratory/X-Ray Technologist who works without General Supervision of a Medical Technologist or a Medical Radiation Technologist/Diagnostic Medical Sonographer or a Combined Lab X-Ray Technologist.	
<b>Combined Laboratory/X-Ray Technologist – Supervisor</b>	<b>Level 7</b>
<b>Infant Development Program Consultant – Diploma</b>	<b>Level 6</b>
<b>Infant Development Program Supervisor – Diploma</b>	<b>Level 8</b>
<b>Infant Development Program Consultant – Bachelor’s</b>	<b>Level 8</b>
<b>Infant Development Program Supervisor – Bachelor’s</b>	<b>Level 10</b>
<b>Licensing Officer (Non-Degree)</b>	<b>Level 7</b>
<b>Licensing Officer (Bachelor’s)</b>	<b>Level 8</b>

**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL) (Continued)**

<b>Licensing Officer – Sole Charge</b>	<b>Level 8</b>
A Licensing Officer working for an Employer where there is no other regular full-time or regular part-time Licensing Officer employed.	
<b>Licensing Officer – Student Supervision</b>	<b>Level 8</b>
A Licensing Officer delegated by an Employer to provide instruction and/or supervision to students. This applies to a Licensing Officer assigned responsibility for a student for one (1) shift or more.	
<b>Licensing Officer – Supervisor I</b>	<b>Level 10</b>
A Licensing Officer delegated by an Employer to supervise another Licensing Officer.	
<b>Licensing Officer – Supervisor II</b>	<b>Level 11</b>
A Licensing Officer delegated by an Employer to supervise a Licensing Officer – Supervisor I.	
<b>Massage Therapist – Staff</b>	<b>Level 8</b>
<b>Massage Therapist – Sole Charge</b>	<b>Level 9</b>
<b>Massage Therapist – Supervisor</b>	<b>Level 10</b>
<b>Music Therapist – Staff</b>	<b>Level 8</b>
<b>Music Therapist – Sole Charge</b>	<b>Level 9</b>
<b>Music Therapist – Supervisor</b>	<b>Level 10</b>
<b>Orthopaedic Shoemaker</b>	<b>Level 7</b>
<b>Orthopaedic Shoemaker – Supervisor</b>	<b>Level 8</b>
<b>Orthoptist – Staff</b>	<b>Level 7</b>
<b>Orthoptist – Sole Charge</b>	<b>Level 8</b>
<b>Orthoptist – Supervisor</b>	<b>Level 9</b>
<b>Orthotics Intern</b>	<b>Level 4</b>
<b>Orthotics Technician Trainee</b>	<b>Level 2</b>
<b>Orthotics Technician – Staff</b>	<b>Level 4</b>
<b>Orthotics Technician – Senior</b>	<b>Level 6</b>
<b>Orthotics Technician – Sole Charge</b>	<b>Level 6</b>
<b>Registered Orthotics Technician – Staff</b>	<b>Level 5</b>

**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL)** (Continued)

**Registered Orthotics Technician – Senior** Level 7

**Registered Orthotics Technician – Sole Charge** Level 7

Note: A Technician who is required to have dual qualifications in Orthotics/\Prosthetics in order to carry out duties assigned by the facility will be \paid one grade higher than the grade stated for their job classification.

**Prosthetics Intern** Level 4

**Prosthetics Technician Trainee** Level 2

**Prosthetics Technician – Staff** Level 4

**Prosthetics Technician – Senior** Level 6

**Prosthetics Technician – Sole Charge** Level 6

**Registered Prosthetics Technician – Staff** Level 5

**Registered Prosthetics Technician – Senior** Level 7

**Registered Prosthetics Technician –  
Sole Charge** Level 7

Note: A Technician who is required to have dual qualifications in Orthotics/Prosthetics in order to carry out duties assigned by the facility will be paid one grade higher than the grade stated for their job classification.

**Public Health Engineer** Level 14

**Public Health Inspector/Environmental  
Health Officer (PHI/EHO) – Staff** Level 8

**Public Health Inspector/Environmental Health  
Officer – Sole Charge** Level 9

A PHI/EHO working for an Employer where there is no other regular full-time or regular part-time PHI/EHO employed.

**Public Health Inspector/Environmental Health  
Officer – Student Supervision** Level 9

A PHI/EHO delegated by an Employer to provide instruction and/or supervision to students. This applies to a PHI/EHO assigned responsibility for a student for one (1) shift or more.

**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL) (Continued)**

**Public Health Inspector/Environmental Health Officer – Supervisor I** **Level 11**

PHI/EHO delegated by an Employer to supervise up to and including seven (7) FTE PHIs/EHOs.

**Public Health Inspector/Environmental Health Officer – Technical Consultant** **Level 11**

A PHI/EHO delegated by an Employer to act as a technical consultant at an advanced level in a specialized area.

The responsibility of Technical Consultant must be delegated in writing by the Employer. Specialized areas are Environmental Control, Communicable Disease, Water Safety, Food Safety, Land Use, and Noise Control, or other area deemed to be a specialty by the parties. An Employer is not required to have a Technical Consultant in each identified area of specialty.

**Public Health Inspector/Environmental Health Officer – Supervisor II** **Level 14**

PHI/EHO delegated by an Employer to supervise more than seven (7) FTE and up to and including fourteen (14) FTE PHIs/EHOs or a PHI/EHO delegated by an Employer to supervise at least one (1) Technical Consultant.

**Public Health Inspector/Environmental Health Officer – Supervisor III** **Level 16**

PHI/EHO/Environmental Health Officer delegated by an Employer to supervise more than fourteen (14) FTE PHIs/EHOs or a PHI/EHO delegated by an Employer to supervise a PHI/EHO Supervisor II.

Note: Supervision of FTE's includes the supervision of PHIs/EHOs, and Licensing Officers.

Note: For the purposes of these classifications, "PHI/EHO" and "Environmental Health Officer" are synonymous.

**Recreation Therapist – Diploma – Staff** **Level 6**



**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL) (Continued)**

<b>Recreation Therapist – Diploma – Sole Charge/Senior</b>	<b>Level 7</b>
<b>Recreation Therapist – Diploma – Supervisor (a)</b> A Recreation Therapist who supervises at least one (1) other health science professional and a total staff of up to and including three (3) FTE or a total staff of more than four (4) up to and including nine (9) FTE non-health science professional.	<b>Level 8</b>
<b>Recreation Therapist – Diploma – Supervisor (b)</b> A Recreation Therapist who supervises at least one (1) other health science professional and a total staff of more than three (3) up to and including eight (8) FTE or a total staff of more than nine (9) up to and including seventeen (17) FTE non-health science professional.	<b>Level 10</b>
<b>Recreation Therapist – Bachelor’s – Staff</b>	<b>Level 8</b>
<b>Recreation Therapist – Bachelor’s – Sole Charge/Senior</b>	<b>Level 9</b>
<b>Recreation Therapist – Bachelor’s – Supervisor (a)</b>	<b>Level 10</b>
<b>Recreation Therapist – Bachelor’s – Supervisor (b)</b>	<b>Level 13</b>
<b>Remedial Gymnast – Staff</b>	<b>Level 8</b>
<b>Remedial Gymnast – Sole Charge or Senior</b>	<b>Level 9</b>
<b>Remedial Gymnast – Section Head</b>	<b>Level 10</b>
<b>Seating Devices Technician Trainee</b>	<b>Level 2</b>
<b>Seating Devices Technician – Staff</b>	<b>Level 4</b>
<b>Seating Devices Technician – Senior</b>	<b>Level 6</b>
<b>Seating Devices Technician – Sole Charge</b>	<b>Level 6</b>
<b>Registered Seating Devices Technician – Staff</b>	<b>Level 5</b>
<b>Registered Seating Devices Technician – Senior</b>	<b>Level 7</b>

**INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL) (Continued)**

<b>Registered Seating Devices Technician – Sole Charge</b>	<b>Level 7</b>
<b>Social Program Officer – Bachelor’s</b> A Social Program Officer position where the Employer requires a Bachelor’s degree as a threshold qualification.	<b>Level 8</b>
<b>Social Program Officer – Master’s</b> A Social Program Officer position where the Employer requires a Master’s degree as a threshold qualification.	<b>Level 11</b>
<b>Social Program Officer – Supervisor I</b> A Social Program Officer position where the incumbent supervises up to and including eight (8) Health Sciences Professional FTEs.	<b>Level 14</b>
<b>Social Program Officer – Supervisor II</b> A Social Program Officer position where the incumbent supervises more than eight (8) Health Sciences Professional FTEs.	<b>Level 15</b>
Note: Nurse FTEs who report directly to the incumbent of a Social Program Officer position will be counted as Health Sciences Professional FTEs for the purpose of establishing the Social Program Officer Supervisor positions.	
<b>Speech/Language Pathologist – Bachelor Degree</b>	<b>Level 10</b>
<b>Testing Technician – Psychometrist</b>	<b>Level 7</b>
<b>Vocational Counsellor – Staff (Bachelor’s)</b>	<b>Level 8</b>
<b>Vocational Counsellor – Staff (Master’s)</b>	<b>Level 11</b>
<b>Vocational Counsellor – Chief (Master’s)</b>	<b>Level 13</b>

Note: Disciplines that require a Baccalaureate Degree shall be paid no lower than Grid Level 8.

## WAGE SCHEDULE

### 2010-2012 HEABC / Health Science Professionals Bargaining Association Wage Schedule

**Effective the First Pay Period as at April 1, 2010**

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
2	Monthly	3402	3573	3737	3904	4058	4245
	Bi-Weekly	1564	1643	1718	1795	1866	1952
	Hourly	21.72	22.82	23.86	24.93	25.91	27.11
3	Monthly	3530	3708	3876	4052	4215	4404
	Bi-Weekly	1623	1705	1782	1863	1938	2025
	Hourly	22.54	23.68	24.75	25.87	26.92	28.12
4	Monthly	3666	3848	4022	4205	4376	4569
	Bi-Weekly	1686	1769	1849	1933	2012	2101
	Hourly	23.41	24.57	25.68	26.85	27.94	29.18
5	Monthly	3807	3997	4177	4364	4540	4745
	Bi-Weekly	1750	1838	1920	2006	2087	2182
	Hourly	24.31	25.52	26.67	27.87	28.99	30.30
6	Monthly	3951	4150	4335	4530	4711	4924
	Bi-Weekly	1817	1908	1993	2083	2166	2264
	Hourly	25.23	26.50	27.68	28.93	30.08	31.44
7	Monthly	4098	4305	4500	4703	4890	5116
	Bi-Weekly	1884	1979	2069	2162	2248	2352
	Hourly	26.17	27.49	28.74	30.03	31.23	32.67
8	Monthly	4256	4468	4671	4881	5079	5306
	Bi-Weekly	1957	2054	2148	2244	2335	2440
	Hourly	27.18	28.53	29.83	31.17	32.43	33.88
9	Monthly	4407	4633	4838	5057	5259	5496
	Bi-Weekly	2026	2130	2224	2325	2418	2527
	Hourly	28.14	29.58	30.89	32.29	33.58	35.10
10	Monthly	4566	4798	5014	5242	5450	5694
	Bi-Weekly	2099	2206	2305	2410	2506	2618
	Hourly	29.16	30.64	32.02	33.47	34.80	36.36
11	Monthly	4741	4977	5203	5440	5659	5913
	Bi-Weekly	2180	2288	2392	2501	2602	2719
	Hourly	30.27	31.78	33.22	34.74	36.14	37.76

**2010-2012 HEABC / Health Science Professionals Bargaining  
Association Wage Schedule**

**Effective the First Pay Period as at April 1, 2010**

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
12	Monthly	4919	5170	5402	5649	5872	6137
	Bi-Weekly	2262	2377	2484	2597	2700	2822
	Hourly	31.41	33.01	34.50	36.07	37.50	39.19
13	Monthly	5107	5366	5608	5861	6095	6371
	Bi-Weekly	2348	2467	2578	2695	2802	2929
	Hourly	32.61	34.27	35.81	37.43	38.92	40.68
14	Monthly	5301	5567	5821	6083	6325	6613
	Bi-Weekly	2437	2560	2676	2797	2908	3040
	Hourly	33.85	35.55	37.17	38.84	40.39	42.23
15	Monthly	5503	5779	6041	6316	6567	6863
	Bi-Weekly	2530	2657	2777	2904	3019	3155
	Hourly	35.14	36.90	38.58	40.33	41.93	43.83
16	Monthly	5712	6001	6271	6556	6816	7122
	Bi-Weekly	2626	2759	2883	3014	3134	3274
	Hourly	36.48	38.32	40.04	41.86	43.52	45.48
17	Monthly	5928	6225	6512	6803	7075	7392
	Bi-Weekly	2726	2862	2994	3128	3253	3399
	Hourly	37.85	39.75	41.58	43.44	45.18	47.20
18	Monthly	6155	6464	6756	7062	7346	7676
	Bi-Weekly	2830	2972	3106	3247	3377	3529
	Hourly	39.30	41.28	43.14	45.10	46.91	49.02
19	Monthly	6388	6709	7014	7329	7624	7966
	Bi-Weekly	2937	3085	3225	3370	3505	3663
	Hourly	40.79	42.84	44.79	46.80	48.68	50.87
20	Monthly	6629	6966	7279	7609	7913	8270
	Bi-Weekly	3048	3203	3347	3498	3638	3802
	Hourly	42.33	44.48	46.48	48.59	50.53	52.81
21	Monthly	6883	7231	7557	7898	8214	8584
	Bi-Weekly	3165	3325	3474	3631	3777	3947
	Hourly	43.95	46.17	48.26	50.43	52.45	54.81

Note: Above rates include 1.75% General Wage Increase and 1.25% Special Adjustment applied concurrently to 2008/09 rates.

## CLASSIFICATION DEFINITIONS

### **Definitions**

The following definitions will apply throughout the Classification System:

### **Discipline -**

An area of academic study or instruction such as Physiotherapy or Medical Technology which is part of a larger body of learning. (Paramedical).

### **Health Science Professional -**

A health care professional function supplementary to Medicine.

### **Instruction -**

The process of giving guidance and direction to a student. This connotes giving a level of knowledge above orientation or demonstration of procedures.

### **Teaching -**

To impart by instruction and training the knowledge and skills required by a student to practice her/his profession.

### **Orientation -**

The process of familiarizing an employee qualified in her/his profession with the policies, procedures or equipment of a facility or of a work area within the facility.

### **General Supervision -**

Supervision that is general in nature and does not involve supervision of each specific step. The employee has practical access to a Supervisor for guidance and instruction in unclear situations and/or those which deviate from established practices and procedures.

(Note: This definition is impacted by Appendix 26 - Memorandum of Understanding re: Interim Classification Modifications)

### **Clinical Specialist -**

An employee designated by the facility as the clinical resource person in a specialized area within a discipline. She/he utilizes expertise gained through special post-graduate education, training and experience, to provide clinical

advice and guidance to own and other facilities. In order to qualify as a Clinical Specialist an employee must meet at least half of the following criteria:

- regularly involved in teaching or training staff or students in the specialty, including paramedical, nursing, medical or support staff;
- regularly asked to consult, i.e. give clinical advice to own discipline or to other health care team members;
- involved in planning and assessing treatment policies and procedures for the specialty;
- has major role in the planning of the curriculum or practicum for students in their discipline for their specialty area;
- consults on their area of expertise to other facilities;
- the special post-graduate education, training and experience is recognized as relevant to the required work.

Note: Post-graduate education refers to all forms of study over and above the entry level requirement for that discipline.

**Sole Charge –**

The only regular full-time or regular part-time employee within the discipline employed at the facility.

**Regional –**

An employee who is required to provide an off-site service to other agencies/facilities, for the majority of time.

**Dual Qualification –**

An employee who is qualified in a second discipline and who utilizes the second discipline in order to carry out the required duties.

To qualify for a grade level under the dual qualification clause, it will be necessary for the employee to have the appropriate formal qualifications in each discipline, to be eligible for registration with both associations, and to use both qualifications in the course of their work.

**Additional Procedure/Technique/Job Function –**

This is an additional procedure/technique/job function recognized and required by the facility, which necessitates the employee to have additional skill and ability over and above

normal entry level. This skill and ability is obtained through either additional qualifications, training or experience.

In order to qualify for a grade level under this clause, it will be necessary for the employee to have the required skill and ability related to the procedure/technique/ job function.

### **Special Procedure/Technique Qualification –**

A recognized level of expertise or competency in a specialized area of a technology. This qualification is obtained through specialized education, training and experience, which is over and above the entry level, and is required in order to carry out duties. To qualify for a grade level under the special procedure qualification clause, it will be necessary for the employee to have the qualifications related to the required special procedures.

## **OPERATING INSTRUCTIONS**

### **1. Determination of Appropriate Grade Level**

Changes in grade level indicated by a change in the number of staff in the department will take place only on completion of three (3) month periods either April 1, July 1, October 1, or January 1.

Employees receiving a change in grade level will be slotted to the appropriate increment based on Article 10.02 if the grade changes upward or based on Article 10.04 if the grade changes downward.

Number of staff in the department refers to FTE. If there is any question as to the actual number of FTEs then the number of staff is the greater of:

- (a) the Hospital approved staff complement on the reference date noted below:

The reference dates are:

March 31

June 30

September 30

December 31

or

- (b) the total number of hours worked in the department in the three (3) month reference periods noted below

divided by 3 x 156.6. (Each reference period is divided by 3 x 156.6 to give the average number of FTE for the three (3) month period.)

The reference periods are:

January 1 March 31

April 1 June 30

July 1 September 30

October 1 December 31

Changes in grade level indicated by a change in the number of FTE as determined in a) or b) above, will be made on the day following the reference date in a) or on the day following the completion of the reference period in b), i.e. changes in grade level will take place on either April 1, July 1, October 1, or January 1.

## 2. **Miscellaneous Provisions**

- (a) Where the classification definition requires the supervision of another paramedical, the second paramedical must be a regular employee.
- (b) The number of staff does not include the Chief Health Science Professional and excluded personnel.
- (c) Where the number of FTE in a department/section exceeds the maximum stated in the Grade VI Classification Definitions by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Grade VI wage rate. In the event of a Grade VI Chief supervising Grade VI section heads who are receiving the additional five percent (5%), the Chief will receive an additional ten percent (10%).
- (d) Where the number of FTEs in a department/section exceeds the maximum stated in the Grade V Speech Language Pathology/Audiology Classification Definitions by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Grade V wage rate. In the event of a Grade V Chief supervising Grade V section heads who are receiving the additional five percent (5%), the Chief will receive an additional ten percent (10%).
- (e) If a job can be matched to more than one grade level, the appropriate grade level will be the higher of the



two, e.g. Dietary - A Chief Dietitian who supervises two (2) FTE Dietitians in a total staff of twenty-five (25) FTE, would be Grade IV.

- (f) All Grade I positions may be required to demonstrate procedures to other employees and students, from their own and other facilities/agencies.
- (g) All Grade II through to Grade VI positions may be required to provide supervision and/or instruction to other employees and students, from their own and other facilities/agencies.
- (h) Differential - Where the Chief Health Science Professional/Section Head is at the same grade level as a subordinate, the Chief/Section Head will be classified at one grade higher.
- (i) Employees who have been designated by the facility to be Assistant Department Heads, will be classified two (2) grades below the Chief position in the department, but in no case will it be lower than Grade II, nor will it be lower than any employee in the department exclusive of the Department Head. The grade can, however, be the same as another employee in the department exclusive of the Department Head.
- (j) A Technologist who performs special procedures/techniques for the majority of time will be paid at the Grade III level.
- (k) A Technologist who performs special procedures/techniques for less than the majority of time will be paid at the Grade III level on the basis of time scheduled to cover the procedure. (The minimum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift.)
- (l) A Paramedical who performs additional procedures/techniques/job functions for the majority of time will be paid at the Grade II level.
- (m) A Paramedical who performs additional procedures/techniques/job functions for less than the majority of time will be paid at the Grade II level on the basis of time scheduled to cover the procedures. (The mini-

imum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift.)

- (n) A Paramedical who is required to have formal qualifications in more than one discipline and required to be eligible for registration with both associations will be paid one grade higher than the grade stated for their job classification.
- (o) A Diagnostic Medical Sonographer who performs ultrasound procedures for the majority of time will be paid at the Grade III level.
- (p) A Diagnostic Medical Sonographer who performs ultrasound procedures for less than the majority of time will be paid at the Grade III level on the basis of time scheduled to cover the procedure. (The minimum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift). The remainder of the time will be paid at Grade II in accordance with the Dual Qualification Clause (e.g. Diagnostic Medical Sonographer/Medical Radiation Technologist).

3. **Provisions relating only to the Classification of Chief Health Science Professional**

- (a) Each paramedical department of the employer listed in the classification definitions will have one (1) person, the Chief Health Science Professional, slotted to the appropriate grade level.
- (b) It is agreed that Section 3 (a) will not be applied to those departments where the Chief Health Science Professional has been excluded from the certification, either by a specific ruling by the Labour Relations Board, or by agreement between the union and the employer concerned. In such cases, the appropriate grade level(s) and wage rate(s) for the most senior ranked health science professional(s) (as determined by the employer) will be agreed to on an individual basis between the employer and union.
- (c) It is also agreed that Section 3 (a) above will not be applied to those departments where a non-health science professional manager is in charge of the depart-

ment(s) on November 1, 1974. In such departments, the appropriate grade level(s) and wage rate(s) for the most senior ranked health science professional(s) (as determined by the Hospital) will be agreed to on an individual basis between the Hospital and the Health Sciences Association.

Note: For purposes of this Agreement the title Health Record Administrator is synonymous with Medical Records Librarian and the title Medical Radiation Technologist is synonymous with the title Radiological Technician.

## **DIETITIAN**

### **Dietitian Grade I** (Grid Level 9)

- (a) A Dietitian working under the general supervision of another Dietitian.

### **Dietitian Grade II** (Grid Level 11)

- (a) The Chief Dietitian delegated by the facility to be responsible for:
  - (i) the Dietary Department, who supervises a total staff of up to and including ten (10) FTE;
  - or
  - (ii) a Clinical Service in a department which has a total staff of up to and including ten (10) FTE.
- (b) A Dietitian employed at a facility where there is no other regular full-time or regular part-time Dietitian employed. (Sole Charge).
- (c) A Dietitian delegated by the facility to be responsible for the work/operation of a section or sub-section of the Dietary Department, and who may supervise a staff of up to and including twenty (20) FTE (non-paramedical).
- (d) A Dietitian delegated by the facility to provide instruction and/or supervision to students. This applies to a Dietitian assigned responsibility for a student for one (1) shift or more.
- (e) A Dietitian delegated by the facility to be an Assistant to a Grade IV (a) Chief Dietitian, Grade III (a) Chief Dietitian or Grade III (b) Section Head.

- (f) A Dietitian delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including ten (10) FTE.
- (g) A Dietitian required to work without general supervision in the department and who may be required to supervise up to and including ten (10) FTE.
- (h) A Dietitian required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Dietitian Grade III (Grid Level 12)**

- (a) The Chief Dietitian delegated by the facility to be responsible for:
  - (i) the Dietary Department who supervises up to and including two (2) FTE Dietitians;
    - or
  - (ii) the Dietary Department, who supervises a total staff of more than ten (10) up to and including twenty (20) FTE;
    - or
  - (iii) A Clinical Service in a department which has a total staff of more than ten (10) up to and including twenty (20) FTE.
- (b) A Dietitian delegated by the facility to be responsible for the work/operation of a section or sub-section of the Dietary Department, who supervises:
  - (i) at least one (1) other Dietitian and a total staff of up to and including twenty (20) FTE;
    - or
  - (ii) a non-paramedical staff of more than twenty (20) up to and including thirty (30) FTE;
    - or
  - (iii) up to and including two (2) FTE Dietitians.
- (c) A Dietitian delegated by the facility to be an Assistant to a Grade V (a) Chief Dietitian or a Grade IV (b) Section Head.

- (d) A Dietitian delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) A Dietitian delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) A Dietitian delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Dietitian or who supervises a total staff of more than ten (10) up to and including twenty (20) FTE.
- (g) A Dietitian delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (h) A Dietitian on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, who supervises at least one (1) other Dietitian or who supervises a total staff of more than ten (10) up to and including twenty (20) FTE.

**Dietitian Grade IV** (Grid Level 13)

- (a) The Chief Dietitian delegated by the facility to be responsible for:
  - (i) the Dietary Department, who supervises more than two (2) up to and including five (5) FTE Dietitians;
  - or
  - (ii) the Dietary Department, who supervises a total staff of more than twenty (20) up to and including forty (40) FTE;
  - or
  - (iii) a Clinical Service in a department which has a total staff of more than twenty (20) up to and including forty (40) FTE.
- (b) A Dietitian delegated by the facility to be responsible for the work/operation of a section of the Dietary Department, who supervises:
  - (i) at least one (1) other Dietitian, and a total staff of more than twenty (20) up to and including (40) FTE;

or

- (ii) a non-paramedical staff of more than thirty (30) up to and including sixty (60) FTE;
  - or
  - (iii) a paramedical staff of more than two (2) up to and including five (5) FTE Dietitians.
- (c) A Dietitian delegated by the facility to be responsible for the work/operation of a sub-section of the Dietary Department who supervises:
- (i) at least one (1) Dietitian, and a total staff of more than twenty (20) FTE;
  - or
  - (ii) a non-paramedical staff of more than thirty (30) FTE;
  - or
  - (iii) a paramedical staff of more than two (2) FTE Dietitians.
- (d) A Dietitian delegated by the facility to be an Assistant to a Grade VI (a) Chief Dietitian, or a Grade V (b) Section Head.
- (e) A Dietitian delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises more than one (1) FTE Dietitian or a total staff of more than twenty (20) FTE.
- (f) A Dietitian on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift and who supervises more than one (1) FTE Dietitian or a total staff of more than twenty (20) FTE.
- (g) A Dietitian delegated by the facility to provide regional services to other facilities/agencies for the majority of time and who supervises at least one (1) other Dietitian who also provides a regional service.
- (h) A Dietitian delegated by the facility to be responsible for research and development work for the majority of time.

- (i) A Dietitian delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

**Dietitian Grade V** (Grid Level 14)

- (a) The Chief Dietitian delegated by the facility to be responsible for:
  - (i) the Dietary Department, who supervises more than five (5) up to and including ten (10) FTE Dietitians;  
or
  - (ii) the Dietary Department, who supervises a total staff of more than forty (40) up to and including sixty (60) FTE;  
or
  - (iii) a Clinical Service in a department which has a total staff of more than forty (40) up to and including sixty (60) FTE.
- (b) A Dietitian delegated by the facility to be responsible for the work/operation of a section of the Dietary Department, who supervises:
  - (i) at least one (1) other Dietitian and a total staff of more than forty (40) up to and including sixty (60) FTE;  
or
  - (ii) a non-paramedical staff of more than sixty (60) up to and including eighty (80) FTE;  
or
  - (iii) a paramedical staff of more than five (5) up to and including ten (10) FTE Dietitians.
- (c) A Dietitian delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

**Dietitian Grade VI** (Grid Level 16)

- (a) The Chief Dietitian delegated by the facility to be responsible for:
  - (i) the Dietary Department, who supervises more than ten (10) FTE Dietitians;

- or
  - (ii) the Dietary Department, who supervises a total staff of more than sixty (60) FTE;
  - or
  - (iii) A Clinical Service in a department which has a total staff of more than sixty (60) FTE.
- (b) a Dietitian delegated by the facility to be responsible for the work/operation of a section of the Dietary Department who supervises:
- (i) at least one (1) Dietitian and a staff of more than sixty (60) FTE;
  - or
  - (ii) a non-paramedical staff of more than eighty (80) FTE;
  - or
  - (iii) a paramedical staff of more than ten (10) FTE Dietitians.

### **HEALTH RECORDS ADMINISTRATOR**

#### **Health Records Administrator Grade I (Grid Level 5)**

- (a) A Health Records Administrator working under the general supervision of another Health Records Administrator.

#### **Health Records Administrator Grade II (Grid Level 7)**

- (a) A Health Records Administrator employed at a facility where there is no other regular full-time or regular part-time Health Records Administrator employed, and who may supervise a total staff of up to and including two (2) FTE. (Sole Charge).
- (b) A Health Records Administrator delegated by the facility to be responsible for the work/operation of a section/sub-section of the department and who may supervise a total staff of up to and including four (4) FTE (non-paramedical staff).
- (c) A Health Records Administrator delegated by the facility to provide instruction and/or supervision to students. This applies to a Health Records



Administrator assigned responsibility for a student for one (1) shift or more.

- (d) A Health Records Administrator delegated by the facility to be an Assistant to a Grade III (a) Chief Health Records Administrator, Grade IV (a) Chief Health Records Administrator or a Grade III (b) Section Head.
- (e) A Health Records Administrator delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, and who may be required to supervise up to and including two (2) FTE.
- (f) A Health Records Administrator required to work without general supervision in the department and who may be required to supervise up to and including two (2) FTE.
- (g) A Health Records Administrator required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Health Records Administrator Grade III (Grid Level 8)**

- (a) The Chief Health Records Administrator delegated by the facility to be responsible for the department, who supervises:
  - (i) at least one (1) other Health Records Administrator;
  - or
  - (ii) a total staff of more than two (2) up to and including four (4) FTE.
- (b) A Health Records Administrator delegated by the facility to be responsible for the work/operation of a section/sub-section of the department, who supervises:
  - (i) at least one (1) other Health Records Administrator and a total staff of up to and including three (3) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including eight (8) FTE.

- (c) A Health Records Administrator delegated by the facility to be an Assistant to a Grade V (a) Chief Health Records Administrator, or a Grade IV (b) Section Head.
- (d) A Health Records Administrator delegated by the facility to provide regional service to other facilities/agencies, for the majority of time.
- (e) A Health Records Administrator delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) Health Records Administrator or a total staff of more than two (2) up to and including four (4) FTE.
- (f) A Health Records Administrator delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (g) A Health Records Administrator on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift and who supervises at least one (1) Health Records Administrator or a total staff of more than two (2) up to and including four (4) FTE.
- (h) A Health Records Administrator delegated by the facility to be the Clinical Specialist in the specialized area.

**Health Records Administrator Grade IV (Grid Level 9)**

- (a) The Chief Health Records Administrator delegated by the facility to be responsible for the department, who supervises a total staff of more than four (4) up to and including eight (8) FTE.
- (b) A Health Records Administrator delegated by the facility to be responsible for the work/operation of a section of the department, who supervises:
  - (i) at least one (1) other Health Records Administrator and a total staff of more than three (3) up to and including seven (7) FTE;  
or
  - (ii) a total staff of more than eight (8) up to and including thirteen (13) FTE.

- (c) A Health Records Administrator delegated by the facility to be an Assistant to a Grade VI (a) Chief Health Records Administrator, or a Grade V (b) Section Head.
- (d) A Health Records Administrator delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift who supervises more than one (1) FTE Health Records Administrator or a total staff of more than four (4) FTE.
- (e) A Health Records Administrator delegated by the facility to be responsible for the work/operation of a sub-section of the department who supervises:
  - (i) at least one (1) other Health Records Administrator and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than eight (8) FTE.
- (f) A Health Records Administrator on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift and who supervises more than one (1) FTE Health Records Administrator or more than four (4) FTE.
- (g) A Health Records Administrator delegated by the facility to be responsible for research and development work for the majority of time.
- (h) A Health Records Administrator delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

**Health Records Administrator Grade V (Grid Level 11)**

- (a) The Chief Health Records Administrator delegated by the facility to be responsible for the department who supervises a total staff of more than eight (8) up to and including thirteen (13) FTE.
- (b) A Health Records Administrator delegated by the facility to be responsible for the work/operation of a section of the department and who supervises:
  - (i) at least one (1) other Health Records

Administrator and a total staff of more than seven (7) up to and including thirteen (13) FTE;

or

- (ii) a total staff of more than thirteen (13) FTE.
- (c) A Health Records Administrator delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

**Health Records Administrator Grade VI (Grid Level 12)**

- (a) A Chief Health Records Administrator delegated by the facility to be responsible for the department, who supervises a total staff of more than thirteen (13) FTE.
- (b) A Health Records Administrator delegated by the facility to be responsible for the work/operation of a section of the department, who supervises at least one (1) other Health Records Administrator and a total staff of more than (13) FTE.

**MEDICAL TECHNOLOGIST**

**Medical Technologist Grade I (Grid Level 6)**

- (a) A Medical Technologist working under the general supervision of another Medical Technologist.

**Medical Technologist Grade II (Grid Level 7)**

- (a) A Medical Technologist employed at a facility where there is no other regular full-time or regular part-time Medical Technologist employed. (Sole Charge)
- (b) A Medical Technologist delegated by the facility to be an Assistant to a Grade III (a) Chief Medical Technologist, Grade IV (a) Chief Medical Technologist or a Grade III (b) Section Head.
- (c) A Medical Technologist delegated by the facility to provide instruction and/or supervision to students. This applies to a technologist assigned responsibility for a student for one (1) shift or more.
- (d) A Medical Technologist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, and who may be required to supervise a total staff of up to and including two (2) FTE.

- (e) A Medical Technologist required to work without general supervision in the department and who may supervise up to and including two (2) FTE.
- (f) A Medical Technologist delegated by the facility to be responsible for the work/operation of a section of the department where that section has no other regular full-time or regular part-time Medical Technologist employed, regardless of the total staff of the department.
- (g) A Medical Technologist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Medical Technologist Grade III (Grid Level 8)**

- (a) The Chief Medical Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Technologist and a total staff of up to and including seven (7) FTE.
- (b) A Medical Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Medical Technologists and where the department has a staff of up to and including seventeen (17) FTE.
- (c) A Medical Technologist delegated by the facility to be responsible for the work/operation of a sub-section of the department where that department has a staff of more than thirty (30) FTE.
- (d) A Medical Technologist delegated by the facility to be an Assistant to a Grade V (a) Chief Medical Technologist or a Grade IV (b) Section Head.
- (e) A Medical Technologist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Medical Technologist or a total staff of more than two (2) up to and including four (4) FTE.
- (f) A Medical Technologist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (g) A Medical Technologist who is required by the facility to perform special procedures/techniques.

- (h) A Medical Technologist delegated by the facility on evenings, nights, weekends or statutory holidays to be responsible for the work of the shift and who supervises at least one (1) other Medical Technologist or a total staff of more than two (2) up to and including four (4) FTE.
  - (i) A Medical Technologist delegated by the facility to be responsible for the Computer Program for a section of the department for the majority of time.

**Medical Technologist Grade IV (Grid Level 10)**

- (a) The Chief Medical Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Technologist and a total staff of more than seven (7) up to and including seventeen (17) FTE.
- (b) A Medical Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Medical Technologists and where that department has a staff of more than seventeen (17) up to and including thirty-five (35) FTE.
- (c) A Medical Technologist delegated by the facility to be responsible for research and development work in the department for the majority of time, where that department has a staff of up to and including thirty-five (35) FTE.
- (d) A Medical Technologist delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of up to and including thirty-five (35) FTE.
- (e) A Medical Technologist required to be an Assistant to a Grade VI (a) Chief Medical Technologist or a Grade V (b) Section Head.
- (f) A Medical Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Medical Technologist who also performs special procedures/techniques.
- (g) A Medical Technologist delegated by the facility on evenings, nights, weekends or statutory holidays to be responsible for the work of the shift and who supervises

es more than one (1) FTE Medical Technologist or a total staff of more than four (4) FTE.

- (h) A Medical Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time.
- (i) A Medical Technologist delegated by the facility to be responsible for the permanent evening, permanent night, permanent weekend shift, who supervises more than one (1) FTE Medical Technologist or a total staff of more than four (4) FTE.

### **Medical Technologist Grade V (Grid Level 13)**

- (a) The Chief Medical Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Technologist and a total staff of more than seventeen (17) up to and including thirty-five (35) FTE.
- (b) A Medical Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Medical Technologists and where the department has a staff of more than thirty-five (35) up to and including seventy (70) FTE.
- (c) A Medical Technologist delegated by the facility to be responsible for research and development work for the majority of time in a laboratory where that department has a staff of more than thirty-five (35) FTE.
- (d) A Medical Technologist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.
- (e) A Medical Technologist delegated by the facility to be responsible for the co-ordination of student training programs, and who supervises at least one (1) Teaching Supervisor.
- (f) A Medical Technologist who has been delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and supervises at least one (1) other Medical Technologist who also provides a regional service.
- (g) A Medical Technologist who has been delegated by the

facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of more than thirty-five (35) FTE.

**Medical Technologist Grade VI** (Grid Level 14)

- (a) The Chief Medical Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Technologist and a total staff of more than thirty-five (35) FTE.
- (b) A Medical Technologist delegated by the facility to be responsible for the work/operation of a section of the Department, where that section employs at least two (2) Medical Technologists and where that department has a staff of more than seventy (70) FTE.

**MEDICAL TECHNOLOGIST DEFINITIONS**

**Department:** The whole laboratory.

**Sections:** Sub-division of a laboratory covering a specific aspect of the discipline such as:

Bio-chemistry, Blood Bank, Histopathology, Microbiology, Hematology, Accessioning.

Note: Where an Accessioning Section has four (4) or more non-paramedical FTE staff, the Section Head will be graded according to the size of the department.

**Sub-sections:** A sub-division of a laboratory section such as: Virology, Radioimmunoassay, Neuropathology, Serology, Coagulation, Special Chemistry, Cytogenetics, Immunology, Endocrinology, Tissue Typing.

Any sub-section in which three (3) FTE Technologists are employed may be considered a section.



## **MEDICAL RADIATION TECHNOLOGIST/DIAGNOSTIC MEDICAL SONOGRAPHER**

### **Medical Radiation Technologist Grade I** (Grid Level 6)

- (a) A Medical Radiation Technologist working under the general supervision of another Medical Radiation Technologist.

### **Medical Radiation Technologist Grade II** (Grid Level 7)

- (a) A Medical Radiation Technologist employed at a facility where there is no other regular full-time or regular part-time Medical Radiation Technologist employed. (Sole Charge).
- (b) A Medical Radiation Technologist delegated by the facility to be responsible for the work/operation of a section/sub-section of the department, and who may supervise a staff of up to and including four (4) FTE. (non-paramedical staff)
- (c) A Medical Radiation Technologist delegated by the facility to be an Assistant to a Grade III (a) Chief Medical Radiation Technologist, Grade IV (a) Chief Medical Radiation Technologist or a Grade III (b) Section Head.
- (d) A Medical Radiation Technologist delegated by the facility to provide instruction and/or supervision to students. This applies to a Medical Radiation Technologist assigned responsibility for a student for one (1) shift or more.
- (e) A Medical Radiation Technologist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, and who may be required to supervise a total staff of up to and including two (2) FTE.
- (f) A Medical Radiation Technologist required to work without general supervision in the department and who may supervise up to and including two (2) FTE.
- (g) A Medical Radiation Technologist delegated by the facility to be responsible for quality control in the Radiology Department, which has a staff of up to and including five (5) FTE.

- (h) A Medical Radiation Technologist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Medical Radiation Technologist/Diagnostic Medical Sonographer Grade III (Grid Level 8)**

- (a) The Chief Medical Radiation Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Radiation Technologist and a total staff of up to and including four (4) FTE.
- (b) A Medical Radiation Technologist delegated by the facility to be responsible for the work/operation of a section/sub-section of the department, and who supervises:
  - (i) at least one (1) other Medical Radiation Technologist and a total staff of up to four (4) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including thirteen (13) FTE.
- (c) A Medical Radiation Technologist delegated by the facility to be an Assistant to a Grade V (a) Chief Medical Radiation Technologist or a Grade IV (b) Section Head.
- (d) A Medical Radiation Technologist delegated by the facility to be responsible for a permanent evening, permanent night, or permanent weekend shift, who supervises at least one (1) other Medical Radiation Technologist or a total staff of more than two (2) up to and including four (4) FTE.
- (e) A Medical Radiation Technologist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (f) A Medical Radiation Technologist delegated by the facility to be responsible for the quality control in the Radiology Department which has a staff of more than five (5) up to and including thirteen (13) FTE.

- (g) A Medical Radiation Technologist who is required by the facility to perform special procedures/techniques for the majority of time.
- (h) A Medical Radiation Technologist delegated by the facility on evenings, nights, weekends or statutory holidays to be responsible for the work of the shift and who supervises at least one (1) other Medical Radiation Technologist or a total staff of more than two (2) up to and including four (4) FTE.
- (i) A Medical Radiation Technologist delegated by the facility to be responsible for the Computer Program in a section of the department for the majority of time.
- (j) A Diagnostic Medical Sonographer required to perform established Ultrasound procedures for the majority of time.

**Medical Radiation Technologist/Diagnostic Medical Sonographer Grade IV (Grid Level 10)**

- (a) The Chief Medical Radiation Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Radiation Technologist and a total staff of more than four (4) up to and including thirteen (13) FTE.
- (b) A Medical Radiation Technologist delegated by the facility to be responsible for the work/operation of a section of the department and who supervises:
  - (i) at least one (1) other Medical Radiation Technologist and a total staff of more than four (4) up to and including thirteen (13) FTE;
  - or
  - (ii) a total staff of more than thirteen (13) up to and including twenty-five (25) FTE.
- (c) A Medical Radiation Technologist delegated by the facility to be responsible for the work/operation of a sub-section of the department and who supervises:
  - (i) at least one (1) other Medical Radiation Technologist and a total staff of more than four (4) FTE;
  - or

- (ii) a total staff of more than thirteen (13) FTE.
- (d) A Medical Radiation Technologist delegated by the facility to be responsible for research and development work in the department for the majority of time, where that department has a staff of up to and including twenty-five (25) FTE.
- (e) A Medical Radiation Technologist delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of up to and including twenty-five (25) FTE.
- (f) A Medical Radiation Technologist delegated by the facility to be an Assistant to a Grade VI (a) Chief Medical Radiation Technologist or a Grade V (b) Section Head.
- (g) A Medical Radiation Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time.
- (h) A Medical Radiation Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Medical Radiation Technologist who also performs special procedures/techniques and a staff of up to and including five (5) FTE.
- (i) A Medical Radiation Technologist delegated by the facility to be responsible for quality control in the Radiology Department which has a staff or more than thirteen (13) up to and including twenty-five (25) FTE.
- (j) A Medical Radiation Technologist delegated by the facility to be responsible for a permanent evening, permanent night, or permanent weekend shift, who supervises more than one (1) FTE Medical Radiation Technologist or a total staff of more than four (4) FTE.
- (k) A Medical Radiation Technologist delegated by the facility on evenings, nights, weekends or statutory holidays to be responsible for the work of the shift and who supervises more than one (1) FTE Medical Radiation Technologist or a total staff of more than four (4) FTE.

- (l) A Chief Diagnostic Medical Sonographer delegated by the facility to be responsible for the Ultrasound Department and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of up to and including two (2) FTE.
- (m) A Diagnostic Medical Sonographer delegated by the facility to perform Ultrasound procedures and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of up to and including two (2) FTE.
- (n) A Diagnostic Medical Sonographer delegated by the facility to be an Assistant to a Grade V (h) or a Grade VI (d) Chief Diagnostic Medical Sonographer or Grade V (j) Diagnostic Medical Sonographer Section Head.
- (o) A Diagnostic Medical Sonographer delegated by the facility to provide instruction and/or supervision to students. This applies to a Diagnostic Medical Sonographer assigned responsibility for a student for one (1) shift or more.
- (p) A Diagnostic Medical Sonographer delegated by the facility to be responsible for the work/operation of a section of the Ultrasound Department, and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of up to and including two (2) FTE.

**Medical Radiation Technologist/Diagnostic Medical Sonographer Grade V (Grid Level 13)**

- (a) The Chief Medical Radiation Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Radiation Technologist and a total staff of more than thirteen (13) up to and including twenty-five (25) FTE.
- (b) A Medical Radiation Technologist delegated by the facility to be responsible for the work/operation of a section of the department, and who supervises:
  - (i) at least one (1) other Medical Radiation Technologist and a total staff of more than thirteen (13) up to and including twenty-five (25) FTE;

or

- (ii) a total staff of more than twenty-five (25) FTE.
- (c) A Medical Radiation Technologist delegated by the facility to be responsible for research and development work for the majority of time in a department where that department has a staff of more than twenty-five (25) FTE.
- (d) A Medical Radiation Technologist delegated by the facility to be responsible for quality control in the Radiology Department which has a staff of more than twenty-five (25) FTE.
- (e) A Medical Radiation Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Medical Radiation Technologist who also performs special procedures/techniques and a staff of more than five (5) up to and including fifteen (15) FTE.
- (f) A Medical Radiation Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Medical Radiation Technologist who also provides a regional service.
- (g) A Medical Radiation Technologist delegated by the facility to be responsible for the Computer Program for the department for the majority of time, where that department has a staff of more than twenty-five (25) FTE.
- (h) A Medical Radiation Technologist delegated by the facility to be an assistant to a Grade VI(b) or VI(c) Section Head.
- (i) A Chief Diagnostic Medical Sonographer delegated by the facility to be responsible for the Ultrasound Department and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of more than two (2) up to and including six (6) FTE.
- (j) A Diagnostic Medical Sonographer delegated by the facility to perform Ultrasound procedures and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of more than two (2) up to and including six (6) FTE.

- (k) A Diagnostic Medical Sonographer delegated by the facility to be responsible for the work/operation of a section of the Ultrasound Department and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of more than two (2) up to and including six (6) FTE.
- (l) A Diagnostic Medical Sonographer delegated by the facility to be an Assistant to a Grade VI (f) Diagnostic Medical Sonographer Section Head.

**Medical Radiation Technologist/Diagnostic Medical Sonographer Grade VI (Grid Level 14)**

- (a) The Chief Medical Radiation Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Medical Radiation Technologist and a total staff of more than twenty-five (25) FTE.
- (b) A Medical Radiation Technologist delegated by the facility to be responsible for the work/operation of a section of the department, and who supervises at least one (1) other Medical Radiation Technologist and a total staff of more than twenty-five (25) FTE.
- (c) A Medical Radiation Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Medical Radiation Technologist who also performs special procedures/techniques and a staff of more than fifteen (15) FTE.
- (d) A Chief Diagnostic Medical Sonographer delegated by the facility to be responsible for the department, who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of more than six (6) FTE.
- (e) A Diagnostic Medical Sonographer delegated by the facility to perform Ultrasound procedures and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of more than six (6) FTE.
- (f) A Diagnostic Medical Sonographer delegated by the facility to be responsible for a section of the

Ultrasound Department and who supervises at least one (1) other Diagnostic Medical Sonographer and a total staff of more than six (6) FTE.

### **MEDICAL RADIATION TECHNOLOGIST DEFINITIONS**

**Department:** The total Radiology/Medical Imaging Department in any one Hospital.

**Special Procedures:** Refers to Radiography procedures such as:  
Neuro Radiography, Vascular Radiography, Polytomography, Cardio-radiography, C. T. Scan, Diagnostic Mammography, Biliary Intervention Procedures, Magnetic Resonance Imaging (MRI).

**Additional Procedures/Techniques:** Refers to Radiography procedures such as:  
OR Procedures, Biliary Lithotripsy, Renal Lithotripsy.

### **NUCLEAR MEDICINE TECHNOLOGIST**

**Nuclear Medicine Technologist Grade I** (Grid Level 6)

- (a) A Nuclear Medicine Technologist working under the general supervision of another Nuclear Medicine Technologist.

**Nuclear Medicine Technologist Grade II** (Grid Level 7)

- (a) A Nuclear Medicine Technologist employed at a facility where there is no other regular full-time or regular part-time Nuclear Medicine Technologist employed. (Sole Charge)
- (b) A Nuclear Medicine Technologist delegated by the facility to be an Assistant to a Grade III (a) Chief Nuclear Medicine Technologist, Grade IV (a) Chief Nuclear Medicine Technologist or a Grade III (b) Section Head.
- (c) A Nuclear Medicine Technologist delegated by the facility to provide instruction and/or supervision to students. This applies to a Technologist assigned responsibility for a student for one (1) shift or more.
- (d) A Nuclear Medicine Technologist delegated by the



facility to be responsible for a permanent evening, permanent night or permanent weekend shift, and who may be required to supervise a total staff of up to and including one (1) FTE.

- (e) A Nuclear Medicine Technologist required to work without general supervision in the department and who may supervise up to and including one (1) FTE.
- (f) A Nuclear Medicine Technologist who has been delegated by the facility to be responsible for the work/operation of a section of the department where that section has no other regular full-time or regular part-time Nuclear Medicine Technologist employed, regardless of the total staff of the department.
- (g) A Nuclear Medicine Technologist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Nuclear Medicine Technologist Grade III** (Grid Level 8)

- (a) The Chief Nuclear Medicine Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Nuclear Medicine Technologist and a total staff of up to and including three (3) FTE.
- (b) A Nuclear Medicine Technologist delegated by the facility to be responsible for the work/operation of a section/sub-section of the department, where that section employs at least two (2) Nuclear Medicine Technologists and where the department has a staff of up to and including seven (7) FTE.
- (c) A Nuclear Medicine Technologist delegated by the facility to be an Assistant to a Grade V (a) Chief Nuclear Medicine Technologist or a Grade IV (b) Section Head.
- (d) A Nuclear Medicine Technologist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Nuclear Medicine Technologist or a total staff of more than one (1) up to and including three (3) FTE.
- (e) A Nuclear Medicine Technologist delegated by the

facility to spend the majority of time teaching. (Teaching Supervisor).

- (f) A Nuclear Medicine Technologist who is required by the facility to perform special procedures/techniques for the majority of time.
- (g) A Nuclear Medicine Technologist delegated by the facility on evenings, nights, weekends or statutory holidays to be responsible for the work of the shift and who supervises at least one (1) other Nuclear Medicine Technologist or a total staff of more than one (1) up to and including three (3) FTE.
- (h) A Nuclear Medicine Technologist delegated by the facility to be responsible for the Computer Program for a section of the department for the majority of time.

**Nuclear Medicine Technologist Grade IV (Grid Level 10)**

- (a) The Chief Nuclear Medicine Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Nuclear Medicine Technologist and a total staff of more than three (3) up to and including seven (7) FTE.
- (b) A Nuclear Medicine Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Nuclear Medicine Technologists and where that department has a staff of more than seven (7) up to and including twelve (12) FTE.
- (c) A Nuclear Medicine Technologist delegated by the facility to be responsible for research and development work in the department for the majority of time, where that department has a staff of up to and including twelve (12) FTE.
- (d) A Nuclear Medicine Technologist delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of up to and including twelve (12) FTE.
- (e) A Nuclear Medicine Technologist delegated by the facility to be an Assistant to a Grade VI (a) Chief

Nuclear Medicine Technologist or a Grade V (b) Section Head.

- (f) A Nuclear Medicine Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time.
- (g) A Nuclear Medicine Technologist who is required by the facility to perform special procedures/techniques for the majority of time and who supervises at least one (1) other Nuclear Medicine Technologist who also performs special procedures/techniques for the majority of time.
- (h) A Nuclear Medicine Technologist delegated by the facility to be responsible for a permanent evening, permanent night, permanent weekend shift, who supervises more than one (1) FTE Nuclear Medicine Technologist or a total staff of more than three (3) FTE.
- (i) A Nuclear Medicine Technologist delegated by the facility on evenings, nights, weekends or statutory holidays to be responsible for the work of the shift and who supervises more than one (1) FTE Nuclear Medicine Technologist or a total staff of more than three (3) FTE.

**Nuclear Medicine Technologist Grade V (Grid Level 13)**

- (a) The Chief Nuclear Medicine Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Nuclear Medicine Technologist and a total staff of more than seven (7) up to and including twelve (12) FTE.
- (b) A Nuclear Medicine Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Nuclear Medicine Technologists and where the department has a staff or more than twelve (12) up to and including eighteen (18) FTE.
- (c) A Nuclear Medicine Technologist delegated by the facility to be responsible for research and development work for the majority of time in a laboratory where that laboratory has a staff of more than twelve (12) FTE.

- (d) A Nuclear Medicine Technologist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.
- (e) A Nuclear Medicine Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Nuclear Medicine Technologist who also provides a regional service.
- (f) A Nuclear Medicine Technologist delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of more than twelve (12) FTE.

**Nuclear Medicine Technologist Grade VI (Grid Level 14)**

- (a) The Chief Nuclear Medicine Technologist delegated by the facility to be responsible for the department, and who supervises at least one (1) other Nuclear Medicine Technologist and a total staff of more than twelve (12) FTE.
- (b) A Nuclear Medicine Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Nuclear Medicine Technologists and where that department has a staff of more than eighteen (18) FTE.

Note: If Nuclear Medicine is a department on its own, or part of the Medical Imaging/Radiology Department, the Nuclear Medicine Classification Definitions would apply.

If Nuclear Medicine is part of the Medical Laboratory, the Medical Technology Classification Definitions would apply.

**OCCUPATIONAL THERAPIST**

Note: An Occupational Therapist who is required to have dual qualification of Physiotherapy and Occupational Therapy in order to carry out duties assigned by the facility will be paid one grade higher than the grade stated for their job classification.

**Occupational Therapist Grade I (Grid Level 8)**

- (a) An Occupational Therapist working under the general supervision of another Occupational Therapist.

**Occupational Therapist Grade II (Grid Level 9)**

- (a) An Occupational Therapist employed at a facility where there is no other regular full-time or regular part-time Occupational Therapist employed. (Sole Charge).
- (b) An Occupational Therapist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Occupational Therapy Department and who may supervise a staff of up to and including four (4) FTE. (non-paramedical staff)
- (c) An Occupational Therapist delegated by the facility to provide instruction and/or supervision to students. This applies to an Occupational Therapist assigned responsibility for a student for one (1) shift or more.
- (d) An Occupational Therapist delegated by the facility to be an Assistant to a Grade III (a) Chief Occupational Therapist, Grade IV (a) Chief Occupational Therapist or Grade III (b) Section Head.
- (e) An Occupational Therapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including two (2) FTE.
- (f) An Occupational Therapist required by the facility to work without general supervision in the department and who may be required to supervise up to and including two (2) FTE.
- (g) An Occupational Therapist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Occupational Therapist Grade III (Grid Level 10)**

- (a) The Chief Occupational Therapist delegated by the facility to be responsible for the Occupational Therapy Department, who supervises at least one (1) other Occupational Therapist and a total staff of up to and including three (3) FTE.

- (b) An Occupational Therapist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Occupational Therapy Department, who supervises:
  - (i) at least one (1) other Occupational Therapist and a total staff of up to and including three (3) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including nine (9) FTE.
- (c) An Occupational Therapist delegated by the facility to be an Assistant to a Grade V (a) Chief Occupational Therapist or a Grade IV (b) Section Head.
- (d) An Occupational Therapist delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) An Occupational Therapist delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) An Occupational Therapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Occupational Therapist or a total staff of more than two (2) up to and including four (4) FTE.
- (g) An Occupational Therapist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (h) An Occupational Therapist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises at least one (1) other Occupational Therapist or a total staff of more than two (2) up to and including four (4) FTE.

**Occupational Therapist Grade IV (Grid Level 13)**

- (a) The Chief Occupational Therapist delegated by the facility to be responsible for the Occupational Therapy Department, who supervises at least one (1) other Occupational Therapist and a total staff of more than three (3) up to and including eight (8) FTE.

- (b) An Occupational Therapist delegated by the facility to be responsible for work/operation of a section of the Occupational Therapy Department, who supervises:
  - (i) at least one (1) other Occupational Therapist and a total staff of more than three (3) up to and including eight (8) FTE;
  - or
  - (ii) a total staff of more than nine (9) up to and including seventeen (17) FTE.
- (c) An Occupational Therapist delegated by the facility to be responsible for the work/operation of a sub-section of the Occupational Therapy Department, who supervises:
  - (i) at least one (1) other Occupational Therapist and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than nine (9) FTE.
- (d) An Occupational Therapist delegated by the facility to be an Assistant to a Grade VI (a) Chief Occupational Therapist, or a Grade V (b) Section Head.
- (e) An Occupational Therapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises more than one (1) FTE Occupational Therapist or a total staff of more than four (4) FTE.
- (f) An Occupational Therapist delegated by the facility to be responsible for research and development work for the majority of time.
- (g) An Occupational Therapist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.
- (h) An Occupational Therapist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Occupational Therapist who also provides a regional service.
- (i) An Occupational Therapist on evenings, nights, weekends or statutory holidays delegated by the facility to

be responsible for the shift, and who supervises more than one (1) FTE Occupational Therapist or a total staff of more than four (4) FTE.

**Occupational Therapist Grade V** (Grid Level 14)

- (a) The Chief Occupational Therapist delegated by the facility to be responsible for the Occupational Therapy Department, who supervises at least one other Occupational Therapist and a total staff of more than eight (8) up to and including sixteen (16) FTE.
- (b) An Occupational Therapist delegated by the facility to be responsible for the work/operation of a section of the Occupational Therapy Department, who supervises:
  - (i) at least one (1) other Occupational Therapist and a total staff of more than eight (8) up to and including sixteen (16) FTE;
  - or
  - (ii) a total staff of more than seventeen (17) FTE.
- (c) An Occupational Therapist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

**Occupational Therapist Grade VI** (Grid Level 15)

- (a) The Chief Occupational Therapist delegated by the facility to be responsible for the Occupational Therapy Department, who supervises at least one (1) other Occupational Therapist and a total staff of more than sixteen (16) FTE.
- (b) An Occupational Therapist delegated by the facility to be responsible for the work/operation of a section of the Occupational Therapy Department, who supervises at least one (1) other Occupational Therapist and a total staff of more than sixteen (16) FTE.

**ORTHOTIST/PROSTHETIST**

Note: An Orthotist who is required to have dual qualification of Orthotics and Prosthetics in order to carry out duties assigned by the facility will be paid one grade higher than the grade stated for their job classification.

Where the word “Orthotist” appears in the text, insert “Prosthetist” where appropriate.



**Orthotist Grade I** (Grid Level 8)

- (a) An Orthotist working under the general supervision of another Orthotist.

**Orthotist Grade II** (Grid Level 9)

- (a) An Orthotist employed at a facility where there is no other regular full-time or regular part-time Orthotist employed. (Sole Charge).
- (b) An Orthotist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Orthotics Department and who may supervise a staff of up to and including two (2) FTE. (non-paramedical staff)
- (c) An Orthotist delegated by the facility to be an Assistant to a Grade III (a) Chief Orthotist or Grade IV (a) Chief Orthotist or a Grade III (b) Section Head.
- (d) An Orthotist required by the facility to work without general supervision in the department and who may be required to supervise up to and including one (1) FTE.
- (e) An Orthotist delegated by the facility to provide instruction and/or supervision to students. This applies to an Orthotist assigned responsibility for a student for one (1) shift or more.
- (f) An Orthotist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Orthotist Grade III** (Grid Level 10)

- (a) The Chief Orthotist delegated by the facility to be responsible for the Orthotics Department, who supervises at least one (1) other Orthotist and a total staff of up to and including two (2) FTE.
- (b) An Orthotist delegated by the facility to be responsible for the work/operation of a section/subsection of the Orthotics Department who supervises:
  - (i) at least one (1) other Orthotist and a total staff of up to and including two (2) FTE;
  - or
  - (ii) a total staff of more than two (2) up to and including four (4) FTE.

- (c) An Orthotist delegated by the facility to be an Assistant to a Grade V (a) Chief or a Grade IV (b) Section Head.
- (d) An Orthotist delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) An Orthotist delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) An Orthotist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (g) An Orthotist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises at least one (1) other Orthotist or a total staff of more than two (2) FTE.

**Orthotist Grade IV (Grid Level 13)**

- (a) The Chief Orthotist delegated by the facility to be responsible for the Orthotics Department, who supervises at least one (1) other Orthotist and a total staff of more than two (2) up to and including six (6) FTE.
- (b) An Orthotist delegated by the facility to be responsible for the work/operation of a section of the Orthotics Department and who supervises:
  - (i) at least one (1) other Orthotist and a total staff of more than two (2) up to and including six (6) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including ten (10) FTE.
- (c) An Orthotist delegated by the facility to be an Assistant to a Grade VI (a) Chief or a Grade V (b) Section Head.
- (d) An Orthotist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.
- (e) An Orthotist delegated by the facility to be responsible for the work/operation of a sub-section of the

Orthotics Department who supervises:

- (i) at least one (1) other Orthotist and a total staff of more than two (2) FTE;
- or
- (ii) a total staff of more than four (4) FTE.
- (f) An Orthotist delegated by the facility to be responsible for research and development work for the majority of time.
- (g) An Orthotist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

**Orthotist Grade V** (Grid Level 14)

- (a) The Chief Orthotist delegated by the facility to be responsible for the Orthotics Department, who supervises at least one (1) other Orthotist and a total staff of more than six (6) up to and including ten (10) FTE.
- (b) An Orthotist delegated by the facility to be responsible for the work/operation of a section of the Orthotics Department and who supervises:
  - (i) at least one (1) other Orthotist and a total staff of more than six (6) FTE;
  - or
  - (ii) a total staff of more than ten (10) FTE.

**Orthotist Grade VI** (Grid Level 15)

- (a) The Chief Orthotist delegated by the facility to be responsible for the Orthotics Department, and who supervises at least one other (1) Orthotist and a total staff of more than ten (10) FTE.

**PHARMACIST**

Note: Graduates of the Hospital Pharmacy Residency Program shall be credited with an additional year of service for increment progression purposes, but sixth (6th) year increment rates cannot be exceeded.

**Pharmacist Grade I** (Grid Level 11)

- (a) A Pharmacist working under the general supervision of another Pharmacist.

### **Pharmacist Grade II (Grid Level 12)**

- (a) A Pharmacist employed at a facility where there is no other regular full-time or regular part-time Pharmacist employed. (Sole Charge).
- (b) A Pharmacist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Pharmacy Department and who may supervise a staff of up to and including four (4) FTE. (non-paramedical staff)
- (c) A Pharmacist delegated by the facility to provide instruction and/or supervision to students. This applies to a Pharmacist assigned responsibility for a student for one (1) shift or more.
- (d) A Pharmacist delegated by the facility to be an Assistant to a Grade III (a) Chief Pharmacist, Grade IV (a) Chief Pharmacist or Grade III (b) Section Head.
- (e) A Pharmacist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including two (2) FTE.
- (f) A Pharmacist required by the facility to work without general supervision in the department and who may be required to supervise up to and including two (2) FTE.
- (g) A Pharmacist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

### **Pharmacist Grade III (Grid Level 15)**

- (a) The Chief Pharmacist delegated by the facility to be responsible for the Pharmacy Department, who supervises at least one (1) other Pharmacist and a total staff of up to and including three (3) FTE.
- (b) A Pharmacist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Pharmacy Department, who supervises:
  - (i) at least one (1) other Pharmacist and a total staff of up to and including three (3) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including nine (9) FTE.

- (c) A Pharmacist delegated by the facility to be an Assistant to a Grade V (a) Chief Pharmacist or a Grade IV (b) Section Head.
- (d) A Pharmacist delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) A Pharmacist delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) A Pharmacist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Pharmacist or a total staff of more than two (2) up to and including four (4) FTE.
- (g) A Pharmacist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (h) A Pharmacist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises at least one (1) other Pharmacist or a total staff of more than two (2) up to and including four (4) FTE.

**Pharmacist Grade IV (Grid Level 17)**

- (a) The Chief Pharmacist delegated by the facility to be responsible for the Pharmacy Department, who supervises at least one (1) other Pharmacist and a total staff of more than three (3) up to and including eight (8) FTE.
- (b) A Pharmacist delegated by the facility to be responsible for the work/operation of a section of the Pharmacy Department, who supervises:
  - (i) at least one (1) other Pharmacist and a total staff of more than three (3) up to and including eight (8) FTE;
  - or
  - (ii) a total staff of more than nine (9) up to and including seventeen (17) FTE.
- (c) A Pharmacist delegated by the facility to be responsible for the work/operation of a sub-section of the

Pharmacy Department, who supervises:

- (i) at least one (1) other Pharmacist and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than nine (9) FTE.
- (d) A Pharmacist delegated by the facility to be an Assistant to a Grade VI (a) Chief Pharmacist, or a Grade V (b) Section Head.
  - (e) A Pharmacist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises more than one (1) FTE Pharmacist or a total staff of more than four (4) FTE.
  - (f) A Pharmacist delegated by the facility to be responsible for research and development work for the majority of time.
  - (g) A Pharmacist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.
  - (h) A Pharmacist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises more than one (1) FTE Pharmacist or a total staff of more than four (4) FTE.
  - (i) A Pharmacist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Pharmacist who provides a regional service.

**Pharmacist Grade V (Grid Level 18)**

- (a) The Chief Pharmacist delegated by the facility to be responsible for the Pharmacy Department, who supervises at least one other Pharmacist and a total staff of more than eight (8) up to and including sixteen (16) FTE.
- (b) A Pharmacist delegated by the facility to be responsible for the work/operation of a section of the Pharmacy Department, who supervises:
  - (i) at least one (1) other Pharmacist and a total staff of more than eight (8) up to and including sixteen (16) FTE;

or

- (ii) a total staff of more than seventeen (17) FTE.
- (c) A Pharmacist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

**Pharmacist Grade VI** (Grid Level 19)

- (a) The Chief Pharmacist delegated by the facility to be responsible for the Pharmacy Department, who supervises at least one (1) other Pharmacist and a total staff of more than sixteen (16) FTE.
- (b) A Pharmacist delegated by the facility to be responsible for the work/operation of a section of the Pharmacy Department, who supervises at least one (1) other Pharmacist and a total staff of more than sixteen (16) FTE.

**PHYSIOTHERAPIST**

Note: A Physiotherapist who is required to have dual qualification of Physiotherapy and Occupational Therapy in order to carry out duties assigned by the facility will be paid one grade higher than the grade stated for their job classification.

**Physiotherapist Grade I** (Grid Level 8)

- (a) A Physiotherapist working under the general supervision of another Physiotherapist.

**Physiotherapist Grade II** (Grid Level 9)

- (a) A Physiotherapist employed at a facility where there is no other regular full-time or regular part-time Physiotherapist employed. (Sole Charge).
- (b) A Physiotherapist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Physiotherapy Department and who may supervise a staff of up to and including four (4) FTE. (non-paramedical staff)
- (c) A Physiotherapist delegated by the facility to provide instruction and/or supervision to students. This applies to a Physiotherapist assigned responsibility for a student for one (1) shift or more.
- (d) A Physiotherapist delegated by the facility to be an

Assistant to a Grade III (a) Chief Physiotherapist, Grade IV (a) Chief Physiotherapist or Grade III (b) Section Head.

- (e) A Physiotherapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including two (2) FTE.
- (f) A Physiotherapist required by the facility to work without general supervision in the department and who may be required to supervise up to and including two (2) FTE.
- (g) A Physiotherapist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Physiotherapist Grade III (Grid Level 10)**

- (a) The Chief Physiotherapist delegated by the facility to be responsible for the Physiotherapy Department, who supervises at least one (1) other Physiotherapist and a total staff of up to and including three (3) FTE.
- (b) A Physiotherapist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Physiotherapy Department, who supervises:
  - (i) at least one (1) other Physiotherapist and a total staff of up to and including three (3) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including nine (9) FTE.
- (c) A Physiotherapist delegated by the facility to be an Assistant to a Grade V (a) Chief Physiotherapist or a Grade IV (b) Section Head.
- (d) A Physiotherapist delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) A Physiotherapist delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) A Physiotherapist delegated by the facility to be responsible for a permanent evening, permanent night



or permanent weekend shift, who supervises at least one (1) other Physiotherapist or a total staff of more than two (2) up to and including four (4) FTE.

- (g) A Physiotherapist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (h) A Physiotherapist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises at least one (1) other Physiotherapist or a total staff of more than two (2) up to and including four (4) FTE.

#### **Physiotherapist Grade IV (Grid Level 13)**

- (a) The Chief Physiotherapist delegated by the facility to be responsible for the Physiotherapy Department, who supervises at least one (1) other Physiotherapist and a total staff of more than three (3) up to and including eight (8) FTE.
- (b) A Physiotherapist delegated by the facility to be responsible for the work/operation of a section of the Physiotherapy Department, who supervises:
  - (i) at least one (1) other Physiotherapist and a total staff of more than three (3) up to and including eight (8) FTE;
  - or
  - (ii) a total staff of more than nine (9) up to and including seventeen (17) FTE.
- (c) A Physiotherapist delegated by the facility to be responsible for the work/operation of a sub-section of the Physiotherapy Department, who supervises:
  - (i) at least one (1) other Physiotherapist and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than nine (9) FTE.
- (d) A Physiotherapist delegated by the facility to be an Assistant to a Grade VI (a) Chief Physiotherapist or a Grade V (b) Section Head.
- (e) A Physiotherapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises more

than one (1) FTE Physiotherapist or a total staff of more than four (4) FTE.

- (f) A Physiotherapist delegated by the facility to be responsible for research and development work for the majority of time.
- (g) A Physiotherapist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.
- (h) A Physiotherapist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Physiotherapist who also provides a regional service.
- (i) A Physiotherapist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises more than one (1) FTE Physiotherapist or a total staff of more than four (4) FTE.

#### **Physiotherapist Grade V (Grid Level 14)**

- (a) The Chief Physiotherapist delegated by the facility to be responsible for the Physiotherapy Department, who supervises at least one other Physiotherapist and a total staff of more than eight (8) up to and including sixteen (16) FTE.
- (b) A Physiotherapist delegated by the facility to be responsible for the work/operation of a section of the Physiotherapy Department, who supervises:
  - (i) at least one (1) other Physiotherapist and a total staff of more than eight (8) up to and including sixteen (16) FTE;
  - or
  - (ii) a total staff of more than seventeen (17) FTE.
- (c) A Physiotherapist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

#### **Physiotherapist Grade VI (Grid Level 15)**

- (a) The Chief Physiotherapist delegated by the facility to be responsible for the Physiotherapy Department, who supervises at least one (1) other Physiotherapist and a total staff of more than sixteen (16) FTE.

- (b) A Physiotherapist delegated by the facility to be responsible for the work/operation of a section of the Physiotherapy Department, who supervises at least one (1) other Physiotherapist and a total staff of more than sixteen (16) FTE.

## **PSYCHOLOGIST**

### **Grade C** (Grid Level 16)

A working level Psychologist who is neither in charge of psychological services to a section of the facility nor responsible for a type of psychological service covering the total facility. A Psychologist within this class may give work direction to non-professional staff.

### **Grade B** (Grid Level 18)

- (a) A Psychologist designated by a facility to be either in charge of psychological services to a section of the facility or to have responsibility for a type of psychological service covering the total facility. A Psychologist within this class may supervise other Psychologists; or
- (b) A Psychologist designated by the facility to be in sole charge of psychological services in a facility who also has program responsibilities.

### **Grade A** (Grid Level 20)

A Psychologist who has been designated by the facility to be accountable for the overall psychology services provided to a facility and who has administrative and clinical responsibility for other Psychologists.

## **RESPIRATORY THERAPIST**

### **Respiratory Therapist Grade I** (Grid Level 7)

- (a) A Respiratory Therapist working under the general supervision of another Respiratory Therapist.

### **Respiratory Therapist Grade II** (Grid Level 8)

- (a) A Respiratory Therapist employed at a facility where there is no other regular full-time or regular part-time Respiratory Therapist employed. (Sole Charge).
- (b) A Respiratory Therapist delegated by the facility to be

responsible for the work/operation of a section/sub-section of the Respiratory Therapy Department and who may supervise a staff of up to and including four (4) FTE. (non-paramedical staff)

- (c) A Respiratory Therapist delegated by the facility to provide instruction and/or supervision to students. This applies to a Respiratory Therapist assigned responsibility for a student for one (1) shift or more.
- (d) A Respiratory Therapist delegated by the facility to be an Assistant to a Grade III (a) Chief Respiratory Therapist, Grade IV (a) Chief Respiratory Therapist or Grade III (b) Section Head.
- (e) A Respiratory Therapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including two (2) FTE.
- (f) A Respiratory Therapist required by the facility to work without general supervision in the department and who may be required to supervise up to and including two (2) FTE.
- (g) A Respiratory Therapist required by the facility to perform additional procedures/techniques/job functions.

### **Respiratory Therapist Grade III (Grid Level 9)**

- (a) The Chief Respiratory Therapist delegated by the facility to be responsible for the Respiratory Therapy Department, who supervises at least one (1) other Respiratory Therapist and a total staff of up to and including three (3) FTE.
- (b) A Respiratory Therapist delegated by the facility to be responsible for the work/operation of a section/sub-section of the Respiratory Therapy Department, who supervises:
  - (i) at least one (1) other Respiratory Therapist and a total staff of up to and including three (3) FTE;  
or
  - (ii) a total staff of more than four (4) up to and including nine (9) FTE.

- (c) A Respiratory Therapist delegated by the facility to be an Assistant to a Grade V (a) Chief Respiratory Therapist or a Grade IV (b) Section Head.
- (d) A Respiratory Therapist who is required by the facility to perform special procedures/techniques.
- (e) A Respiratory Therapist delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) A Respiratory Therapist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Respiratory Therapist or a total staff of more than two (2) up to and including four (4) FTE.
- (g) A Respiratory Therapist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (h) A Respiratory Therapist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, who supervises at least one (1) other Respiratory Therapist or a total staff of more than two (2) up to and including four (4) FTE.

**Respiratory Therapist Grade IV** (Grid Level 12)

- (a) The Chief Respiratory Therapist delegated by the facility to be responsible for the Respiratory Therapy Department, who supervises at least one (1) other Respiratory Therapist and a total staff of more than three (3) up to and including eight (8) FTE.
- (b) A Respiratory Therapist delegated by the facility to be responsible for the work/operation of a section of the Respiratory Therapy Department, who supervises:
  - (i) at least one (1) other Respiratory Therapist and a total staff of more than three (3) up to and including eight (8) FTE;
  - or
  - (ii) a total staff of more than nine (9) up to and including fifteen (15) FTE.
- (c) A Respiratory Therapist delegated by the facility to be responsible for the work/operation of a sub-section of

the Respiratory Therapy Department, who supervises:

- (i) at least one (1) other Respiratory Therapist and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than nine (9) FTE.
- (d) A Respiratory Therapist delegated by the facility to be an Assistant to a Grade VI (a) Chief Respiratory Therapist, or a Grade V (b) Section Head.
  - (e) A Respiratory Therapist delegated by the facility to be responsible for the permanent evening, permanent night or permanent weekend shift, who supervises more than one (1) FTE Respiratory Therapist or a total staff of more than four (4) FTE.
  - (f) A Respiratory Therapist delegated by the facility to be responsible for research and development work for the majority of time.
  - (g) A Respiratory Therapist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.
  - (h) A Respiratory Therapist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Respiratory Therapist who also provides a regional service.
  - (i) A Respiratory Therapist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, who supervises more than one (1) FTE Respiratory Therapist or a total staff of more than four (4) FTE.

### **Respiratory Therapist Grade V (Grid Level 13)**

- (a) The Chief Respiratory Therapist delegated by the facility to be responsible for the Respiratory Therapy Department, who supervises at least one other Respiratory Therapist and a total staff of more than eight (8) up to and including thirteen (13) FTE.
- (b) A Respiratory Therapist delegated by the facility to be responsible for the work/operation of a section of the

Respiratory Therapy Department, who supervises:

- (i) at least one (1) other Respiratory Therapist and a total staff of more than eight (8) up to and including thirteen (13) FTE;
  - or
  - (ii) a total staff of more than fifteen (15) FTE.
- (c) A Respiratory Therapist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

**Respiratory Therapist Grade VI** (Grid Level 14)

- (a) The Chief Respiratory Therapist delegated by the facility to be responsible for the Respiratory Therapy Department, who supervises at least one (1) other Respiratory Therapist and a total staff of more than thirteen (13) FTE.
- (b) A Respiratory Therapist delegated by the facility to be responsible for the work/operation of a section of the Respiratory Therapy Department, who supervises at least one (1) other Respiratory Therapist and a total staff of more than thirteen (13) FTE.

**SOCIAL WORKER**

**Social Worker Grade I** (Grid Level 8)

- (a) A Social Worker with a Bachelor's Degree working under the general supervision of another Social Worker.

**Social Worker Grade I** (Grid Level 11)

- (a) A Social Worker with a Master's Degree working under the general supervision of another Social Worker.

**Social Worker Grade II** (Grid Level 12)

- (a) A Social Worker employed at a facility where there is no other regular full-time or regular part-time Social Worker employed. (Sole Charge).
- (b) A Social Worker delegated by the facility to be responsible for the work/operation of a section/sub-section of the Social Work Department and who may supervise a staff of up to and including four (4) FTE. (non-paramedical staff)

- (c) A Social Worker delegated by the facility to provide instruction and/or supervision to students. This applies to a Social Worker assigned responsibility for a student for one (1) shift or more.
- (d) A Social Worker delegated by the facility to be an Assistant to a Grade III (a) Chief Social Worker, Grade IV (a) Chief Social Worker or Grade III (b) Section Head.
- (e) A Social Worker delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including two (2) FTE.
- (f) A Social Worker required by the facility to work without general supervision in the department and who may be required to supervise up to and including two (2) FTE.
- (g) A Social Worker required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Social Worker Grade III (Grid Level 13)**

- (a) The Chief Social Worker delegated by the facility to be responsible for the Social Work Department, who supervises at least one (1) other Social Worker and a total staff of up to and including three (3) FTE.
- (b) A Social Worker delegated by the facility to be responsible for the work/operation of a section/sub-section of the Social Work Department who supervises:
  - (i) at least one (1) other Social Worker and a total staff of up to and including three (3) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including nine (9) FTE.
- (c) A Social Worker delegated by the facility to be an Assistant to a Grade V (a) Chief Social Worker or a Grade IV (b) Section Head.
- (d) A Social Worker delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) A Social Worker delegated by the facility to provide regional services to other facilities/agencies for the



majority of time.

- (f) A Social Worker delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Social Worker or a total staff of more than two (2) up to and including four (4) FTE.
- (g) A Social Worker delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (h) A Social Worker on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises at least one (1) other Social Worker or a total staff of more than two (2) up to and including four (4) FTE.

**Social Worker Grade IV** (Grid Level 14)

- (a) The Chief Social Worker delegated by the facility to be responsible for the Social Work Department, who supervises at least one (1) other Social Worker and a total staff of more than three (3) up to and including eight (8) FTE.
- (b) A Social Worker delegated by the facility to be responsible for the work/operation of a section of the Social Work Department who supervises:
  - (i) at least one (1) other Social Worker and a total staff of more than three (3) up to and including eight (8) FTE;
  - or
  - (ii) a total staff of more than nine (9) up to and including seventeen (17) FTE.
- (c) A Social Worker delegated by the facility to be responsible for the work/operation of a sub-section of the Social Work Department, who supervises:
  - (i) at least one (1) other Social Worker and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than nine (9) FTE.
- (d) A Social Worker delegated by the facility to be an Assistant to a Grade VI (a) Chief Social Worker, or a Grade V (b) Section Head.

- (e) A Social Worker delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises more than one (1) FTE Social Worker or a total staff of more than four (4) FTE.
- (f) A Social Worker on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises more than one (1) FTE Social Worker or a total staff of more than four (4) FTE.
- (g) A Social Worker delegated by the facility to be responsible for research and development work for the majority of time.
- (h) A Social Worker delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

**Social Worker Grade V (Grid Level 15)**

- (a) The Chief Social Worker delegated by the facility to be responsible for the Social Work Department, who supervises at least one other Social Worker and a total staff of more than eight (8) up to and including sixteen (16) FTE.
- (b) A Social Worker delegated by the facility to be responsible for the work/operation of a section of the Social Work Department, who supervises:
  - (i) at least one (1) other Social Worker and a total staff of more than eight (8) up to and including sixteen (16) FTE;
  - or
  - (ii) a total staff of more than seventeen (17) FTE.
- (c) A Social Worker delegated by the facility to be an Assistant to a Grade VI (b) Section Head Social Worker.

**Social Worker Grade VI (Grid Level 16)**

- (a) The Chief Social Worker delegated by the facility to be responsible for the Social Work Department, who supervises at least one (1) other Social Worker and a total staff of more than sixteen (16) FTE.

- (b) A Social Worker delegated by the facility to be responsible for the work/operation of a section of the Social Work Department, who supervises at least one (1) other Social Worker and a total staff of more than sixteen (16) FTE.

### **SPEECH/LANGUAGE PATHOLOGY/AUDIOLOGY**

Note: The Bachelors/Licentiate Speech/Language Pathologist wage rate is located under Miscellaneous Rates.

Where the words “Speech Language Pathologists” appear in the text insert “Audiologist” when appropriate.

#### **Speech/Language Pathologist Grade I (Grid Level 11)**

- (a) A Speech/Language Pathologist working under the general supervision of another Speech/Language Pathologist.

#### **Speech/Language Pathologist Grade II (Grid Level 12)**

- (a) A Speech/Language Pathologist employed at a facility where there is no other regular full-time or regular part-time Speech/Language Pathologist employed. (Sole Charge).
- (b) A Speech/Language Pathologist delegated by the facility to be responsible for the work/operation of a section of the Speech/Language Pathology Department and who may supervise a staff of up to and including two (2) FTE. (non-paramedical staff)
- (c) A Speech/Language Pathologist delegated by the facility to provide instruction and/or supervision to students. This applies to a Speech/Language Pathologist assigned responsibility for a student for one (1) shift or more.
- (d) A Speech/Language Pathologist delegated by the facility to be an Assistant to a Grade III (a) Chief Speech/Language Pathologist or Grade IV (a) Chief Speech/Language Pathologist, or a Grade III (b) Section Head.
- (e) A Speech/Language Pathologist required by the facility to work without general supervision in the department and who may be required to supervise up to and

including two (2) FTE.

- (f) A Speech/Language Pathologist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift and who may be required to supervise up to and including two (2) FTE.
- (g) A Speech/Language Pathologist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Speech/Language Pathologist Grade III** (Grid Level 13)

- (a) The Chief Speech/Language Pathologist delegated by the facility to be responsible for the Speech/Language Pathology Department, who supervises at least one (1) other Speech/Language Pathologist and a total staff of up to and including two (2) FTE.
- (b) A Speech/Language Pathologist delegated by the facility to be responsible for the work/operation of a section of the Speech/Language Pathology Department who supervises:
  - (i) at least one (1) other Speech/Language Pathologist and a total staff of up to and including two (2) FTE;
  - or
  - (ii) a total staff of more than two (2) up to and including four (4) FTE.
- (c) A Speech/Language Pathologist delegated by the facility to be an Assistant to a Grade V (a) Chief or a Grade IV (b) Section Head.
- (d) A Speech/Language Pathologist delegated by the facility to be the Clinical Specialist in the specialized area.
- (e) A Speech/Language Pathologist delegated by the facility to provide regional services to other facilities/agencies for the majority of time.
- (f) A Speech/Language Pathologist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (g) A Speech/Language Pathologist on evenings, nights, weekends or statutory holidays delegated by the facility to be responsible for the shift, and who supervises

a total staff of more than two (2) FTE.

- (h) A Speech/Language Pathologist delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) other Speech/Language Pathologist or a total staff of more than two (2) FTE.

**Speech/Language Pathologist Grade IV (Grid Level 14)**

- (a) The Chief Speech/Language Pathologist delegated by the facility to be responsible for the Speech/Language Pathology Department, who supervises at least one (1) other Speech/Language Pathologist and a total staff of more than two (2) up to and including six (6) FTE.
- (b) A Speech/Language Pathologist delegated by the facility to be responsible for the work/operation of a section of the Speech/Language Department and who supervises:
  - (i) at least one (1) other Speech/Language Pathologist and a total staff of more than two (2) up to and including six (6) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including ten (10) FTE.
- (c) A Speech/Language Pathologist delegated by the facility to be an Assistant to a Grade V(b) Section Head.
- (d) A Speech/Language Pathologist delegated by the facility to be responsible for research and development work for the majority of time.
- (e) A Speech/Language Pathologist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

**Speech/Language Pathologist Grade V (Grid Level 15)**

- (a) The Chief Speech/Language Pathologist delegated by the facility to be responsible for the Speech/Language Pathology Department, who supervises at least one (1) other Speech/Language Pathologist and a total staff of more than six (6) FTE.
- (b) A Speech/Language Pathologist delegated by the facility to be responsible for the work/operation of a sec-

tion of the Speech/Language Department and who supervises:

(i) at least one (1) other Speech/Language Pathologist and a total staff of more than six (6) FTE;

or

(ii) a total staff of more than ten (10) FTE.

## **APPENDICES**

### **LISTING OF ADDENDUM, LETTERS OF INTENT, LETTERS OF UNDERSTANDING, MEMORANDA AND ATTACHMENTS**

#### **APPENDIX 1 – MEMORANDUM OF AGREEMENT**

Re: Occupational Health and Safety Agency for Health Care

#### **APPENDIX 2 – LETTER OF INTENT**

Re: Employee Assistance Plans

#### **APPENDIX 3 – LETTER OF INTENT**

Re: Salary Deferment Leave Plan

#### **APPENDIX 4 – MEMORANDUM OF UNDERSTANDING**

Re: PEA Classifications covered by the May 12, 1997 MOA with respect to Licensed Psychologists and Pharmacists

#### **APPENDIX 5 – MEMORANDUM OF AGREEMENT**

Re: Article 19.14 - Leave - Workers' Compensation - Entitlement to Leave

#### **APPENDIX 6 – MEMORANDUM OF AGREEMENT**

Re: Article 24.01 - Hours of Work

#### **APPENDIX 7 – MEMORANDUM OF AGREEMENT**

Re: Extended Work Day or Extended Work Week

#### **APPENDIX 8 – MEMORANDUM OF UNDERSTANDING**

Re: Job Sharing

#### **APPENDIX 9 – MEMORANDUM OF UNDERSTANDING**

Re: Overtime Payments

#### **APPENDIX 10 – MEMORANDUM OF UNDERSTANDING**

Re: Enhanced Disability Management Program

#### **APPENDIX 11 – MEMORANDUM OF UNDERSTANDING**

Re: Long Term Disability Plan - Effective August 4, 2006

#### **APPENDIX 12 – MEMORANDUM OF UNDERSTANDING**

Re: Long Term Disability

#### **APPENDIX 13 – MEMORANDUM OF UNDERSTANDING**

Re: Return-To-Work Committee

- APPENDIX 14 – MEMORANDUM OF UNDERSTANDING**  
Re: Return-To-Work Program
- APPENDIX 15 – MEMORANDUM OF UNDERSTANDING**  
Re: New Certifications
- APPENDIX 16 – MEMORANDUM OF UNDERSTANDING**  
Re: Market Adjustment Premium
- APPENDIX 17 – MEMORANDUM OF UNDERSTANDING**  
Re: Benefits Joint Working Group
- APPENDIX 18 – MEMORANDUM OF UNDERSTANDING**  
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- APPENDIX 20 – MEMORANDUM OF UNDERSTANDING**  
Re: Article 10.05 Displacement and Bumping Process
- APPENDIX 21 – MEMORANDUM OF UNDERSTANDING**  
Re: Article 9 Vacancy Postings
- APPENDIX 22 – MEMORANDUM OF UNDERSTANDING**  
Re: Geographic Areas
- APPENDIX 23 – MEMORANDUM OF UNDERSTANDING**  
Re: Insufficient Off-Duty Hours Working Group
- APPENDIX 24 – MEMORANDUM OF UNDERSTANDING**  
Re: Joint Classification Committee
- APPENDIX 25 – MEMORANDUM OF UNDERSTANDING**  
Re: Classification System Implementation
- APPENDIX 26 – MEMORANDUM OF UNDERSTANDING**  
Re: Interim Classification Modifications
- APPENDIX 27 – LETTER OF AGREEMENT**  
Re: Professional Development Fund
- APPENDIX 28 – LETTER OF AGREEMENT**  
Re: Joint Strategic Partnership Committee



## **APPENDIX 1 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Occupational Health and Safety Agency for  
Healthcare**

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

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

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

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

**APPENDIX 2 – LETTER OF INTENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Employee Assistance Plans**

Health Employers Association of B.C. will encourage its membership to explore the concept and benefits to be derived from establishing Employee Assistance Programs.

**APPENDIX 3 – LETTER OF INTENT**  
**between**  
**HEALTH EMPLOYERS ASSOCIATION**  
**OF BRITISH COLUMBIA**  
**(on behalf of its members)**  
**and**  
**THE ASSOCIATION**

**Re: Salary Deferment Leave Plan**

Health Employers Association of B.C. will encourage its membership to explore the concept and benefits to be derived from establishing a salary deferment leave plan.

## **APPENDIX 4 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: PEA Classifications covered by the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists**

Effective ninety (90) days following the ratification of the Collective Agreement Employers shall review all positions matched in the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists and classify them according to the Paramedical Classification system.

Classifications shall be effective one hundred and twenty (120) days following ratification of the Collective Agreement.

No employee shall receive a reduction in salary as a direct result of this implementation process. Employees, who are incumbent in a position that is matched to a classification whose wage rate is less than that of the employee's wage rate, will have their wage rate frozen until such time as the position's established wage rate meets or exceeds the employee's frozen wage rate.

Any outstanding classification grievance in relation to employees covered by this memorandum as of the date of implementation will be resolved based on this memorandum on a going forward basis from the effective date of the classification.

Notwithstanding the above, employees who disagree with reclassification resulting from this review may initiate a classification grievance in accordance with the Collective Agreement.

Upon implementation of this memorandum, any and all superior benefits are eliminated except for the following:

Leave of Absence, Sick Leave, Special Leave and Accrued Time Off Banks; Self Funded Leave for employees enrolled as a participant prior to February 1, 1999; and LTD for those employees on LTD or in the LTD waiting period as at April 1, 1999.

## **APPENDIX 5 – MEMORANDUM OF AGREEMENT**

**between**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

### **THE ASSOCIATION**

#### **Re: Article 19.14 - Leave - Workers' Compensation - Entitlement to Leave**

Additional shifts worked by part-time employees, shift and weekend premiums, 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.

In addition, the parties agree to apply the following arbitration award:

- Royal Columbian Hospital -and- Nurses' Bargaining Association; Dalton Larson; February 10, 2001.

## **APPENDIX 6 – MEMORANDUM OF AGREEMENT**

**between**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

### **THE ASSOCIATION**

#### **Re: Article 24.01 - Hours of Work**

In considering changes to current EDO/ATO schedules for specific work units, the following factors shall be reviewed: the terms of the Collective Agreement and the operational needs of the Employer to provide health care.

The process for dealing with such changes is as follows:

- 1) The Employer must give the affected employees a clear and detailed outline of what it wishes to do;
- 2) The Employer must have good reason(s) for making the proposal in the first place, and it must express the reason(s) to the affected employees and be prepared to engage in dialogue with respect thereto;
- 3) The Employer must invite a reply from the affected employees in the work unit and it must give the employees reasonable opportunity to formulate a reply and make their own proposal(s);
- 4) The Employer must give bona fide consideration to any proposals which the employees in the work unit might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives;
- 5) Within this framework, the Employer must make every reasonable effort to secure mutual agreement; and
- 6) The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision of the Collective Agreement.

In the event the parties are unable to mutually agree to a shift schedule through the above process, either party may refer the dispute to expedited final offer selection arbitration.

The procedure for the final offer selection shall be:

- 1) The onus will be on each party to establish that its respective position conforms to the above factors.
- 2) The parties shall fax their written position and their rationale in five pages or less to the arbitrator with a faxed copy to the other party within three working days after the referral to arbitration.
- 3) The expedited arbitrator may contact the parties if clarification is required on these submissions.
- 4) The expedited arbitrator shall issue by fax a final and binding decision within four working days of receiving both presentations.
- 5) The arbitrator will select the position of the party which has presented the most compelling reasons for acceptance of its position.



## **APPENDIX 7 – MEMORANDUM OF AGREEMENT**

**between**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

### **THE ASSOCIATION**

#### **Re: Extended Work Day or Extended Work Week**

The purpose of this Memorandum of Agreement is to vary certain terms of the April 1, 2004 – March 31, 2006 Collective Agreement to provide for the introduction of the extended work day or extended work week.

With the exception of the specific variations set forth in this Memorandum all other conditions and terms of the Collective Agreement shall remain in full force and effect. Notwithstanding the specific variations contained herein, no employee covered by the Memorandum shall receive less than he/she would have received under the terms of the Collective Agreement in force, including amendments thereto which may occur from time to time.

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 Collective Agreement, whichever occurs sooner.

Either party may terminate this Memorandum after serving thirty (30) calendar days' written notice to the other party of its intention to terminate.

#### **Article 1 - Definitions**

**Overtime** - means authorized services performed by an employee in excess of scheduled daily full shift hours or weekly full shift hours as set out in the Paramedical Professional Bargaining Association/HEABC Application for Extended Hours and agreed to by the employees and their representative (the Union) and the Employer and its representative (HEABC).

**Shift** - means the consecutive working hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period.

## **Article 13 - Severance Allowance**

### **13.01 Severance Allowance**

Employees with ten (10) years of service (other than those mentioned in item (c) below) will be entitled to 36 hours of pay for every two (2) years of service to a maximum of 720 hours' pay.

In the calculation of severance allowance, hours worked before the first pay period prior to September 30, 1993, will be based on a 37.5 hour work week.

## **Article 17 - Leave - Education**

**17.02** Education leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

- (a) The Employer will grant up to a maximum of 36 hours education leave of absence with pay per agreement year.

The Employer shall grant 7.2 hours leave of absence at straight time rates when an employee attends an approved educational program on two (2) consecutive days off.

## **Article 21 - Leave - Statutory Holidays**

### **21.04 Work on a Calendar Statutory Holiday**

If an employee is required to work on any calendar statutory holiday as outlined in Article 21.01, the employee shall be paid at double time (2X) rates for all regular hours worked, and in addition will receive another 7.2 paid hours off as a holiday. For shifts longer than eight (8) hours, double time (2X) rates will be paid for all hours worked between 0001 and 2400 hours on the holiday.

### **21.07 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) time for the first seven point two (7.2) hours worked and shall receive another seven point two (7.2) paid hours off as a holiday. For shifts longer than eight (8) hours, the rate of two and one half (2.5) time shall be paid for all regular hours worked between 0001 and 2400 hours on the named day. In such cases, the rate of two and one half (2.5) time shall be paid for the total hours worked.

## **Article 24 - Hours of Work**

**24.01** The hours of work shall be those described in the Union/HEABC Application for Extended Hours and agreed to by the employees and their representative (the Union) and the Employer Health Organization (HEABC). The weekly hours of work will average 36 hours per week over the period of weeks in the rotation.

**24.05** A minimum meal period of one-half ( $\frac{1}{2}$ ) hour shall be provided during each shift of less than ten (10) hours. Two (2) meal periods of one-half ( $\frac{1}{2}$ ) hour shall be provided during each shift of ten (10) hours or more.

When an employee is designated by the Employer to be available for work during a meal period and:

- (i) The employee is scheduled to work ten (10) hours or more and receives two meal periods (of 30 minutes each, exclusive of the shift hours), then the employee shall receive \$20.00.
- (ii) The employee is scheduled to work ten (10) hours or more and does not receive the two meal periods, exclusive of the shift, then the employee shall receive regular pay for the shift worked plus sixty (60) minutes pay at time and one-half (1.5) the regular pay.

If an employee is directed by the Employer to remain at her/his work area during the meal break and is not given compensatory time off later in the shift the meal break will be paid for as overtime.

**24.06** Employees working a 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.

Employees taking rest periods in their work areas shall receive fifteen (15) minute breaks; those using the cafeteria shall be allowed ten (10) minutes in the cafeteria.

## **Article 25 - Overtime**

### **25.03 Overtime Rates**

- (a) Overtime shall be calculated on the employee's regular hourly rate of pay and paid at the rate of time and one-half (1.5X) on the following basis:

- (1) for the first 2 hours in excess of the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application).
  - (2) for the first 7.2 hours in excess of the scheduled hours per week (as outlined in the Union/HEABC Extended Hours Application).
- (b) Overtime shall be calculated on the employee's regular hourly rate of pay and paid at the rate of double time (2X) on the following basis:
- (1) for all hours in excess of the first 2 hours worked after the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application).
  - (2) for all hours in excess of the first 7.2 hours) worked after the scheduled hours per week (as outlined in the Union/HEABC Extended Hours Application).
  - (3) for all hours worked on an employee's scheduled day off.
- (c) Overtime at the rate of one and one-half (1.5X) times the appropriate holiday rate shall be paid on the following basis:
- (1) for all hours worked in excess of the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application) on a calendar statutory holiday.
  - (2) for all hours worked in excess of the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application) on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than 14 calendar days' advance notice.

## **Article 27 - Shift Premium**

### **27.01 Shift Premium**

Shift premium is payable for all hours worked between 1600 and 2400 hours and between 0001 and 0800 hours.

# **APPENDIX 8 – MEMORANDUM OF UNDERSTANDING**

**between**

## **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

## **THE ASSOCIATION**

**Re: Job Sharing**

### **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 Employer and participating employees within the framework of this Memorandum of Understanding. Participating employees will agree upon the job sharing arrangement, including:
- the FTE for each participant,
  - schedule assigned to each participant,
  - vacation coverage,
  - short notice leave (such as sick, special and compassionate leave) coverage, and
  - the assignment of Statutory Holidays.

This agreement must be signed by participating employees and approved by the Employer before a job sharing arrangement can be implemented.

- 1.3 It may be to the advantage of the parties to initiate job sharing agreements in circumstances such as:
- Avoiding the potential loss of a valuable employee whose circumstances prevent them from working full-time;
  - Maintaining a mix of backgrounds/experience that will enhance the operation.

## **Article 2 - Participation**

- 2.1 The parties recognize that involvement in job sharing is voluntary for all parties and at the discretion of the Employer.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).
- 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 the Union agree in good faith.
- 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.
- 2.5 For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 10.03.

## **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.
- 3.3 If one job sharing partner decides to discontinue participating in a job share, the employee must give thirty (30) days notice and the employee will then post into another regular position, revert to casual, or resign.

The Employer will post a notice within the department to determine interest in filling the vacated portion of the job share. Should more than one qualified employee wish to

assume this vacated portion of the job share, the selection shall be on the basis of seniority.

Should no qualified employee wish to participate in the job share the remaining employee shall be given the first opportunity to assume the position on a full-time basis. If the employee does not wish a full-time position then the employee would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.

- 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.

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 internal options. Such employees can opt to define a comparable job as  $\pm .2$  of their FTE component of the job share. In either case, such employees' hours will be maintained only to the level the employee worked in the job share.

- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.
- 3.6 Either party may cancel this Memorandum on sixty (60) days' notice.

#### **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 Employment Insurance and Canada Pension coverage.



## **APPENDIX 9 – MEMORANDUM OF UNDERSTANDING**

**between**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

### **THE ASSOCIATION**

#### **Re: Overtime Payments**

The following is an interpretation regarding certain circumstances which may arise under this Provincial Agreement.

#### **Article 25.03(a)**

- (1) provides for time and one-half (1.5) rates for the first two hours worked in excess of the full regularly scheduled work hours per day, except as provided in Article 25.03(c).
- (2) provides for time and one-half (1.5) rates for the first 7.2 hours worked in excess of the full regularly scheduled work hours per week. (Midnight Saturday to midnight Saturday) except as provided in Article 25.03(b)(3).

#### **Article 25.03(b)**

- (1) provides for double time (2X) rates for all hours worked in excess of the first 2 hours worked after the full regularly scheduled work hours per day, except as provided in Article 25.03(c)
- (2) provides for double time (2X) rates for all hours in excess of the first 7.2 hours worked after the full regularly scheduled hours per week (midnight Saturday to midnight Saturday). Overtime hours worked may be counted in the accumulation of the first 7.2 hours in excess of the regularly scheduled hours per week worked, however, overtime hours paid at the rate of double time on a daily basis will not be counted into the weekly computation.
- (3) provides for double time rates for all hours worked on an employee's scheduled day off.

For the purpose of this Memorandum, full scheduled hours per day refers to a 7.2 hour or greater day, and full scheduled hours per week refers to 36 hours per week, or the equivalent on the schedule.

### **Article 25.03(c)**

- (1) provides for one and one-half (1.5) times the appropriate holiday rate for all hours worked on a calendar statutory holiday.
- (2) provides for one and one-half (1.5) times the appropriate holiday rate for all overtime hours worked on a day which has originally been scheduled as a statutory holiday, but was changed by the Employer with less than fourteen (14) calendar days advance notice.

### **Article 27.02**

Day(s) off shall not be rescheduled with less than fourteen (14) calendar days advance notice except as follows:

- (a) by mutual agreement between the employee and the Employer, or
- (b) to accommodate a permanent schedule change (a duration of more than fourteen calendar days).

Regular part-time employees shall receive scheduled days off as per Article 24.08.

### **Article 28.02**

Employees shall not commence receiving a minimum of two (2) hours at double time rates per call-back until they worked in excess of two hours overtime in one day or until they have worked in excess of 7.2 hours over the regularly scheduled work week, however, overtime hours paid at the rate of double time on a daily basis will not be counted in the weekly computation.

### **Schedules (Article 24: Hours of Work)**

In situations where schedules are other than five days on, two days off, the following rules shall apply:

- (a) averaging schedules that encompass more than fourteen calendar days must be developed under Article 24.07 and must receive prior approval of HEABC and the Association.
- (b) schedules of fourteen days duration must average hours worked for the purpose of overtime payments according to the following example (these examples apply only to shift schedules where the shifts are 7.2 hours in length):
  - (i) employees working on a 6-1, 4-3, or 6-2, 4-2 schedule will be entitled to time and one-half rates as per Article 25.03(a)(2) for the first seven point two (7.2)

hours worked in excess of forty-three point two (43.2) hours during the six day week and for the first seven point two (7.2) hours worked in excess of twenty-eight point eight (28.8) hours during the four day week.

Article 25.03(b)(2) must be modified to reflect double time for hours in excess of fifty point four (50.4) hours during the six day week, and for hours worked in excess of thirty-six (36) hours during the four day week.

- (ii) employees working on a 10-4 schedule must average their time over a fourteen calendar day period in order to accumulate the required hours for the payment of double time.

Article 25.03(a)(2) must be modified to reflect time and one-half (1.5 x) rates for the first seven point two (7.2) hours in excess of seventy-two (72) hours except as provided in Article 25.03(b)(3).

Article 25.03(b)(2) must be modified to reflect double time (2 x) rates for all hours in excess of seventy-nine point two (79.2).

Schedules other than the listed examples should be submitted to the Association and HEABC for interpretation should a dispute arise over the application of overtime.

# APPENDIX 10 – MEMORANDUM OF UNDERSTANDING

between

## HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

(on behalf of its members)

and

## THE ASSOCIATION

### Re: Enhanced Disability Management Program

#### Section A - General Principles and Application

The purpose of the Enhanced Disability Management Program (EDMP) is to facilitate an employee-centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

Employees who participate in the program will benefit from a holistic Case Management Plan (CMP) that may include medical intervention, transitional work (TW), a graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining.

#### 1. Elements of the EDMP

- 1.1 A CMP will be developed for all employees who participate in the EDMP and will include milestones and expected outcomes. An employee's CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and the likelihood of a return to work. The CMP is intended to provide early, appropriate and on-going support for ill or injured employees. The EDMP process sets out regular reviews and monitoring of individuals and is intended to provide a more seamless process for employees returning to work or requiring support from the Long Term Disability (LTD) Plan while in receipt of benefits.
- 1.2 The LTD Plan is available to employees who meet the LTD eligibility requirements. In circumstances where the employee's absence results in an employee receiving an LTD benefit, this benefit will be part of the employee's EDMP.
- 1.3 The EDMP shall be made up of this Appendix, the Policies and Procedures, and the Case Management Dispute Resolution Process. The Policies & Procedures document

can be updated, as necessary, by the Provincial Steering Committee (PSC).

## **2. Effective Date**

2.1 The EDMP is effective April 1, 2011.

2.2 The EDMP shall address all phases of the disability management process and will replace existing Collective Agreement provisions related to early intervention, long term disability and early safe return to work for all employees with a date of disability on or after April, 2011. Unless otherwise mutually agreed by the parties, existing collective agreement provisions related to early intervention, long term disability and early safe return to work will continue to apply to employees with a date of disability prior to April, 2011.

## **3. Goals**

### **The Goal of EDMP is to:**

- Provide early, appropriate and on-going support so that ill/injured employees maintain their connection with the workplace and return to work in a safe and timely manner.
- Provide support to employees who are struggling at work when participation in this program could reasonably prevent the employee from being off work.
- Provide appropriate, caring, professional case management of the ill/injured employee's medical, personal, workplace and vocational issues to facilitate a timely return to work.
- Promote a safe, accessible and healthy workplace.
- Encourage health promotion and employee wellness.
- Reduce the cost of sick, long term disability (LTD) and Workers Compensation Board (WCB) leaves.

## **4. Overriding Principles**

- Improvements in disability management processes will be jointly developed and administered.
- Disability management is intended to facilitate early intervention, effective rehabilitation, stay at work and early return to work programs.
- Reasonably addresses barriers to return to work – medical, personal, vocational and/or workplace.

- Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled.
- Prevention and disability management processes will be evidence based, continuous and integrated.
- EDMP processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment.
- Regular employees who are off work with a work related illness/injury or who are off work for a non-work related illness/injury for 5 consecutive shifts are required to participate in the program unless the employee has a bona fide reason to decline.
- EDMP will be compliant with legislation and regulations (e.g. Workers' Compensation Act, human rights legislation, including duty to accommodate and privacy laws), and the Collective Agreement.
- Confidential medical information will be protected.
- Disability management is most effective when delivered as close to the workplace as possible.
- An effective system-wide evaluation will be implemented. This requires the development of a framework, determining key metrics and identifying the frequency of data sharing.
- Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required.

## **5. Governance and Administration**

### **5.1 Provincial Steering Committee (PSC)**

- 5.1.1 The PSC will be made up of 6 (six) representatives of HEABC and its members, and 6 (six) representatives of the Association.
- 5.1.2 The PSC will be the governing body and will carry out its roles and functions in accordance with the EDMP, and will establish a sufficient number of Working Groups to oversee the day to day operation of the program.

## 5.2. Working Group Participation

5.2.1 The Union and the Employer will appoint an equal number of representatives.

## 6. Standard Practices

6.1 The EDMP will be administered in a manner consistent with the Collective Agreement and the policies and procedures developed by the PSC.

6.2 In the event the employer uses a third party to provide EDMP services, the employer will ensure that the third party fulfills its role in a manner consistent with the EDMP. The employer will ensure that the necessary service level standards are in place with the third party provider.

## 7. Evaluation

7.1 The parties agree to conduct evaluations in accordance with the established framework.

## 8. Provision of Services

8.1 EDMP will provide appropriate services at no cost to the employee, including the cost of obtaining Occupational Functional Assessments (OFAs).

## 9. Dispute Resolution Process

9.1 All case management disputes shall be resolved in accordance with the Case Management Dispute Resolution Process.

9.2 All other disputes concerning the interpretation, application, operation or any alleged violation of the EDMP are subject to the grievance and arbitration procedure set out in the Collective Agreement.

## 10. Privacy

10.1. Confidentiality and the right to privacy protection is an important guiding principle of the EDMP. Confidentiality policies will be developed by the PSC including rules regarding what information is collected, from whom and under what circumstances it is shared, and where and for how long it is stored.

## 11. Case Management

11.1 Eligible employees will benefit from a holistic CMP that may include medical intervention, transitional work, graduated return to work, workplace modifications, vocational rehabilitation, and/or retraining. All CMPs will be devel-

oped in accordance with the EDMP. The CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and likelihood of a return to work.

- 11.2 Upon successful completion of a CMP, an employee will return to their own job unless it is identified in the CMP that an employee cannot return to their own job. An employee who cannot return to their own job will be an automatic candidate for all vacancies with the Employer and shall have the ability to bump under the collective agreement for positions that the employee is qualified and capable of performing.

## **12. Request for Leave while engaged in a CMP**

- 12.1 Employees who are engaged in a CMP may request leave on a day that they are scheduled to work. Leaves will be granted and paid in accordance with the Collective Agreement (see Section B 16.1 for employees in receipt of LTD Benefits).

## **13. Graduated Return to Work (GRTW)**

- 13.1 A Graduated Return to Work (GRTW) supports an employee through a time limited gradual increase in hours and/or duties to return to their own job or suitable alternate position.

- 13.2 Participation in a GRTW is contingent upon clearance from the appropriate medical professional. The GRTW shall be considered as part of the treatment/rehabilitation process under the EDMP. All employees engaged in a GRTW shall be supernumerary.

- 13.3 A written GRTW for the employee will include:

13.3.1 An overview of the employee's GRTW, including its expected outcome and end date, and

13.3.2 The number of phases, their duration and the number of hours to be worked per shift in each phase.

## **14. Wages and Benefits on a GRTW as part of a CMP**

- 14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.

- 14.2 Benefits under Article 34 are reinstated on commencement of a GRTW and continue while the employee is actively participating In the program.



- 14.3 All other benefits of the Collective Agreement accrue on a proportionate basis (see Section B17 for employees in receipt of LTD benefits).

## **Section B - Long Term Disability (LTD) Plan**

### **1. Eligibility**

- 1.1 Based on the probationary period for regular full-time employees, upon completion of three (3) months of continuous employment, regular full-time and regular part-time employees (except for casual employees appointed to temporary positions or temporary vacancies), become members of the Long Term Disability (LTD) Plan as a condition of employment.
- 1.2 The Employer will deduct premiums in accordance with Article 34.05 from each eligible employee. The premium will be a percentage of straight time wages, as determined by the HBT/underwriter. The HBT/underwriter will provide the Employer and the Association with reasonable notice of changes to the premium.
- 1.3 In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2011 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.
- 1.4 Total Disability, as used in this LTD Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their 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. (See Section B - 6 - Residual Monthly Disability Benefit of this Appendix)

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.

1.5 During a period of total disability an employee must be under the regular care of a medical doctor and participating and cooperating in a reasonable and customary treatment program.

## **2. Exclusions from Coverage**

2.1 The LTD Plan does not cover total disabilities resulting from:

2.1.1 war, insurrection, rebellion, or service in the armed forces of any country;

2.1.2 voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;

2.1.3 intentionally self-inflicted injuries or illness.

## **3. Application for LTD Benefits**

3.1 A written application under the LTD 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 the LTD Plan or as soon thereafter as is reasonably possible. Failure to apply within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required application within such time, provided the application is sent no later than six (6) months from the time the application is otherwise required.

## **4. Waiting Period/Transition to LTD**

4.1 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:

4.1.1 using sick leave credits to top up the long term disability benefit; or

4.1.2 banking the unused sick leave credits for future use.

4.2 Employees who will be eligible for benefits under the LTD Plan shall not have their employment terminated. Following expiration of their sick leave credits and/or any other paid leaves to which they are entitled, they shall be placed on unpaid leave of absence until receipt of LTD benefits.

4.3 Employees who have a CMP and participate in transitional work, a graduated return to work or an accommodation dur-

ing the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.

- 4.4 An employee who has been granted any unpaid leave of absence totaling less than twenty-one (21) days in any year (including time while in receipt of LTD) shall continue to accumulate all benefits.
- 4.5 An employee shall not accumulate benefits from the twenty-first (21st) day of unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave (see Article 22 of the Collective Agreement).
- 4.6 Upon expiration of an unpaid leave an employee shall receive credit for previously earned benefits and shall resume accumulating benefits.

## **5. LTD Benefits**

- 5.1 Provisions set out under Section B 4.4, 4.5 and 4.6 apply to employees in receipt of LTD benefits.
- 5.2 Medical, Extended Health and Dental – Employees on long term disability who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totaling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, Extended Health and Dental benefit plan coverage. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis.
- 5.3 Pension – Employees on long term disability shall be considered employees for the purposes of pension in accordance with the Municipal or the Public Service Pension Plan Rules, as applicable.
- 5.4 Group Life Insurance – Employees on long term disability shall have their group life insurance and AD&D premiums waived and their coverage continued.
- 5.5 LTD Premiums – LTD premiums shall be waived while an employee is in receipt of a disability benefit from the LTD Plan.
- 5.6 Totally disabled employees shall receive a benefit equal to seventy percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty percent (50%) on the pre-dis-

ability monthly earnings above \$5298 or sixty six and two thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The \$5298 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.

- 5.7 The benefit is taxable.
- 5.8 In the event that the LTD benefit falls below the amount set out in Section B 5.6 above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$5298 or sixty six and two thirds percent (66-2/3%) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$5298 figure will be adjusted as set out in Section B 5.6 above).
- 5.9 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 their hourly pay rate as at the date of disability.
- 5.10 The LTD 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 and begins receiving the Early Retirement Incentive Benefit, whichever occurs first.
- 5.11 Employees are not to be terminated for non-culpable absenteeism while in receipt of long term disability benefits.

## **6. Residual Monthly Disability Benefit**

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

*Example:*

- a. Monthly long term disability 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

## **7. Integration with other Disability Income**

- 7.1 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 them to be eligible to receive benefits from this Plan, the benefits from this LTD Plan shall be reduced by one hundred percent (100%) of such other disability income.
- 7.2 If other disability income is available to the employee, they must apply for this income prior to receiving LTD benefits. Other disability income shall include but is not limited to:
- 7.2.1 any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and

- 7.2.2 any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
  - 7.2.3 any amount of disability income provided by a compulsory act or law; and
  - 7.2.4 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 they would be entitled had they applied for such a benefit; and
  - 7.2.5 any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.
- 7.3 Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.
  - 7.4 If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid.
  - 7.5 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 until the LTD benefit payable is recalculated to reflect current wage rates (Reference Section B - 5.8).
- 8. LTD Plan Early Retirement Incentive Provision**
- 8.1 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 they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.

- 8.2 An employee under this Agreement who is:
- 8.2.1 eligible for, or who is receiving LTD benefits or who has been in receipt of LTD under this Plan for four years or more;
  - 8.2.2 eligible for early retirement pension benefits; and not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.
- 8.3 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 their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.
- 8.4 Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- 8.4.1 the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - 8.4.2 the amount of the monthly early retirement benefit that the employee will receive;
  - 8.4.3 the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - 8.4.4 the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and
  - 8.4.5 the maximum LTD benefit duration period applicable to the employee.
- 8.5 If the combination of pension benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section B - 7.2 of this Appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.
- 8.6 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 HBT to any other des-

ignite. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the HSPBA/HBT will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit.

- 8.7 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 65 years of age or death, whichever is earlier.

## **9. LTD Appeals**

- 9.1 LTD 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 disputes a decision of the claims-paying agent regarding a claim for benefits under the LTD Plan, the employee may file an appeal requesting that the claim be re-examined by the claims-paying agent.

- 9.2 The claims paying agent shall provide a decision letter which includes the reasons for acceptance or denial of an appeal and shall provide it to the claimant, and the Union upon receipt of authorization from the claimant.

- 9.3 File disclosure including all medical opinions and case notes shall be provided to the Union when requested and upon receipt of authorization from the claimant.

- 9.4 A claimant shall have a two (2) year time limit to appeal any decision to deny or terminate a claim unless there are good and sufficient reasons to extend the time period. Claimants shall be provided with information about the appeal process and contact information for their union representative.

## **10. Claims Review Committee (CRC)**

- 10.1 If the employee continues to dispute a decision of the claims-paying agent, the employee may request to have the claim reviewed by a Claims Review Committee (CRC) comprised of three (3) independent and qualified medical doctors agreed to by the LTD Plan Advisory Committee.

- 10.2 The decision of the claims review committee is final and binding on all parties.



## **11. Return to Work**

- 11.1 Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job. An employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 6.04.

## **12. Successive Disabilities**

- 12.1 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.
- 12.2 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.
- 12.3 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.

## **13. Rehabilitation under LTD Plan**

- 13.1 Rehabilitative employment shall mean any occupation or employment for wages 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 LTD Plan.

13.2 Approved Rehabilitation Plan (ARP) means a rehabilitation plan that has been jointly developed by the employee and the employee's union, the Disability Management Professional (DMP) and the HBT/underwriter and approved by HBT/underwriter, consistent with the principles of the EDMP. The ARP shall be signed by the employee and the HBT/underwriter.

In the event that an employee is medically able to participate in a rehabilitation activity or program, called an ARP, that can be expected to facilitate a return to their own job or other gainful employment, entitlement to benefits under the LTD Plan will continue for the duration of the ARP as long as the employee continues to participate and cooperate in the ARP.

#### **14. Rehabilitation Review Committee (RRC)**

14.1 In the event that the eligible employee does not agree with the rehabilitation plan or does not agree that they are medically able to participate and cooperate in the rehabilitation plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:

14.1.1 be able to demonstrate reasonable grounds for being unable to participate and cooperate in the rehabilitation plan; or,

14.1.2 appeal the dispute to the Rehabilitation Review Committee (RRC) for a resolution.

14.2 The RRC shall be composed of three (3) qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees. The RRC 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 RRC shall be to resolve the appeal of an eligible employee who:

14.2.1 does not agree with the rehabilitation plan; or,

14.2.2 does not agree that they could medically participate in the rehabilitation plan.

14.3 During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the RRC has made its decision. The decision of the RRC shall determine whether or not the eligible employee is

required to participate and cooperate in the rehabilitation plan. The rehabilitation plan approved by the RRC shall be deemed to be the ARP. In the event that the eligible employee does not accept the RRC's decision, their 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 ARP.

**15. Rehabilitative Employment Benefits and Entitlements while in receipt of LTD Benefits**

- 15.1 An Employee who returns to gainful rehabilitative employment under an ARP will receive all monthly rehabilitation earnings plus a monthly Long Term Disability benefit up to the amount set out in Section B - 5.6 of this Appendix provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability.
- 15.2 An employee who returns to gainful rehabilitative employment under an ARP and works 14.4 hours or more per week will have their Medical, Dental, and Extended Health benefits reinstated. Group life insurance, AD&D and LTD premiums are waived.
- 15.3 An employee who returns to gainful rehabilitative employment under an ARP will have all other benefits accrue on a proportionate basis.
- 15.4 Earnings received by an employee during a period of total disability that are derived from employment which has not been approved as rehabilitative employment under an ARP, shall reduce the regular monthly benefit from the Plan by one hundred percent (100%) of such earnings.
- 15.5 If the ARP 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 or some lesser period as agreed to by the employee, the Union and the DMP as part of a CMP.
- 15.6 Upon successful completion of the ARP an employee who is unable to return to their own job may have their LTD benefit period extended for a maximum of six (6) months for the purpose of job search.

**16. Request for Paid Leave while engaged in Rehabilitative Employment and in receipt of LTD Benefits**

16.1 Requests for paid leaves, except sick leave, on a day that an employee is scheduled to work will be granted and paid in accordance with the Collective Agreement and will not result in income that exceeds one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability. (See Section A -12.1 for leaves while engaged in rehabilitative employment and not in receipt of LTD benefits).

**17. GRTW Wages and Benefits while in receipt of LTD Benefits**

17.1 These employees are considered disabled and under treatment.

17.2 The employees will receive pay and appropriate premiums for all hours worked. The LTD Plan will pay for hours not worked at two-third (2/3) of basic monthly earnings at the date of disability.

17.3 On the commencement of a GRTW Medical, Dental, and Extended Health benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.

17.4 An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

**18. LTD premiums while on a Leave of Absence**

18.1 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, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

**19. Benefits Upon plan Termination**

19.1 In the event this LTD 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 the LTD Plan prior to its termination.

## **20. Premiums**

20.1 The cost of the LTD Plan shall be borne by the Employer and the employee in accordance with Article 34.05. 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.

## **21. Administration**

21.1 The LTD Plan is to be administered and Truusted by the Healthcare Benefit Trust (HBT).

21.2 The claims-paying agent shall provide HEABC and the Association with copies of policies, procedures and guidelines used for claims adjudication.

21.3 The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

21.4 All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedure in the Collective Agreement.

## **22. Long Term Disability Plan Advisory Committee**

22.1 The parties will work together to improve the LTD plan processes. Two (2) persons from HEABC and one person from the HBT or other benefit administrator or service provider shall meet with three (3) representatives of the Association.

## **23. Collective Agreement Unprejudiced**

23.1 The terms of the plan set out above shall not prejudice the application or interpretation of the Collective Agreement.

# APPENDIX 11 – MEMORANDUM OF UNDERSTANDING

between

## HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

(on behalf of its members)

and

## THE ASSOCIATION

### Re: Long Term Disability Plan – Effective August 4, 2006

The following Long Term Disability (LTD) Plan is to be administered and Trusteed by the Healthcare Benefit Trust (HBT) and is applicable to all eligible employees who are disabled on or after August 4, 2006.

#### Section 1 – Eligibility

- (A) Based on the probationary period for regular full time employees, upon completion of three (3) months of continuous employment, regular full time and regular part time employees, except for casual employees appointed to temporary positions or temporary vacancies, become members of the Long Term Disability plan as a condition of employment.

The Employer will deduct premiums, in accordance with Article 34.05, Long Term Disability, from each eligible employee. The premium will be a percentage of straight time wages, as determined by the HBT. The HBT will provide the Employer and the Health Science Professionals Bargaining Association (HSPBA) with reasonable notice of changes to the premium.

- (B) Seniority and Benefits Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions:

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the

twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Upon return-to-work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her/his former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her/his seniority rights if necessary, pursuant to Article 6.04 of the Master Agreement.

Employees on long term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay 50% of the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.

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

- (C) 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.

## **Section 2 – Benefit Entitlement**

- (A) (1) In the event an employee while enrolled in this Plan, becomes totally disabled on or after August 4, 2006, as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$5298 or, 66<sup>2</sup>/<sub>3</sub>% of pre-disability monthly earnings, whichever is more.

The \$5298 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 (A)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the currently monthly earnings above \$5298 or, 66<sup>2</sup>/<sub>3</sub>% of currently monthly earnings, whichever amount is more, based on the wage rate in effect following review by the HBT every four years. (Note: the \$5298 figure will be adjusted as set out in Section 2(A)(1) above).
  - (3) The benefit is taxable.
- (B) For the purpose of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by her/his hourly pay rate as at the date of disability.
- The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for early retirement, whichever occurs first.
- (C) 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.
- (D) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

### **Section 3 – Total Disability Defined**

- (A) Total Disability as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform the duties of his/her own occupation for the first two (2) years of the disability. Thereafter, an employee who is able, by reason of education, training, or experience, to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.
- (B) (1) Residual Monthly Disability Benefit

The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of their 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 her/his regular occupation] applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay [the minimum being equal to seventy percent (70%) of the current rate of pay for her/his regular occupation] applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for her/his regular occupation at the date of the disability. The benefit is calculated using the employee's 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/his regular occupation] applicable to any gainful occupation that she/he is able to perform.

*Example:*

- (a) Monthly LTD net of offsets benefit  
= \$ 1,000 per month
  - (b) 85% of rate of pay at date of disability  
= \$ 13.60 per hour
  - (c) 70% of current rate of pay  
= \$ 12.12 per hour
  - (d) Percentage of difference [(b/c) - 1]  
= 12.2%
  - (e) Residual Monthly  
Disability Benefit (a x d) = \$ 122.00
- (2) 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.
- (3) During the period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine and participating and cooperating in a reasonable and customary treatment program.
- (4) Commitment to Rehabilitation  
In the event that an employee is medically able to participate in a rehabilitation activity or program that:
- (a) can be expected to facilitate her/his return to her/his own job or other gainful occupation; and
  - (b) is recommended by the Plan Trustees, or their designate, as a Rehabilitation Plan, then,

The entitlement to benefits under the LTD Plan will continue for the duration of the Rehabilitation Plan as long as she/he continues to participate and co-operate 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 the HBT. In consideration whether or not a rehabilitation plan is appropriate, factors such 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. The employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Rehabilitation Plan provided the employee is participating and cooperating in the Rehabilitation Plan.

(5) Rehabilitation Review Committee

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

- (i) with the Rehabilitation Plan, or,
- (ii) that she/he is medically able to participate and co-operate in 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 co-operate in a rehabilitation plan; or,
  - (iv) appeal the dispute to the Rehabilitation Review Committee for 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 recognised 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 identified by the HSPBA/HBT. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee whom;

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

The decision of the Committee shall determine the Rehabilitation Plan and whether or not the eligible employee is required to participate and co-operate in the Rehabilitation Plan. In the event that the eligible

employee does not accept the Committee's decision her/his entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and co-operate in the Rehabilitation Plan.

(6) 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 gainful occupation. In many situations an employee who returns to work by participating and co-operating in a Rehabilitation Plan will be able to increase her/his monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

- (i) The employee, upon return to gainful rehabilitative employment under the Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) of the Appendix, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability.
- (ii) Upon successful completion of the Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer 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 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 of training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee’s doctor and the HBT.

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

#### **Section 4 – Exclusions from Coverage**

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

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

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

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

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 the *Workers’ Compensation Act* or law or any other legislation of similar purpose; and

- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by a compulsory act of law; and
- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she/he would be entitled had she/he 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 until the LTD benefit payable is recalculated to reflect current wage rates. [Reference 2A(2)]

### **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 continue to 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 any employee on leave of absence without pay becomes disabled, her/his allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

### **Section 8 – Benefits upon Plan Termination**

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

### **Section 9 – Premiums**

The cost of this Plan shall be borne by the Employer and the employee in accordance with Article 34.05, Long Term Disability. 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 the disabled employee during the time such an employee is in receipt of disability payments from this Plan.

### **Section 11 – Claims**

- (A) Long Term Disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Plan Trustees. The claims-paying agent shall provide toll free telephone

access to claimants. In the event a covered employee or the HSPBA/HBT disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the HSPBA/HBT 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 composed of three independent and qualified medical doctors agreed to by the HSPBA and the HBT. The decision of the claims review committee is final and binding on all parties.

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 so 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 months from the time notice of claims is otherwise required.

The HBT will arrange to have an information brochure prepared to explain the procedures for claims submissions, re-examination and decision review by the medical panel.

## **Section 12 – Administration**

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 7 and 8 of the Provincial Agreement.

The HSPBA shall have access to any reports provided by the claims-paying agent regarding experience information.

## **Section 13 – Provincial Collective Agreement**

### **Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the Collective Agreement between the Health Employers Association of B.C. and The Health Science Professionals Bargaining Association.

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

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realise a pension benefit that is



less than the pension benefit that she/he would have been entitled to receive at the normal retirement date, had she/he not applied for early retirement, regardless of when the early retirement incentive provision is activated.

(A) An employee under this Agreement who is:

- (1) eligible for, or who is receiving LTD benefits or who has been in receipt of LTD under this Plan for four 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/his application for early retirement is being processed with her/his pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she/he may still be eligible for the LTD Plan Early Retirement 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) 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 the Municipal Pension Plan benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Appendix, 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 HBT 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 HSPBA/HBT will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit.
- (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 65 years of age or death, whichever is earlier.

### **Section 15 – Early Intervention Program**

The Long Term Disability Plan shall include an Early Intervention Program as set out in the Early Intervention Program Policies and Procedures.

# **APPENDIX 12 – MEMORANDUM OF UNDERSTANDING**

**between**

## **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

## **THE ASSOCIATION**

### **Re: Long Term Disability**

#### **Trust #1 and #2**

For employees covered by these Trusts the following continues to apply:

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

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 65 years of age or death, whichever is earlier.

#### **HBT/Non-HSA Paramedical Professional LTD Plan**

The following Long Term Disability (LTD) Plan is to be administered and Trusteed by Healthcare Benefit Trust (HBT) and is applicable to all Non-HSA Health Science Professionals Bargaining Association (HSPBA) members who are disabled on or after April 1, 1999 and up to and including August 3, 2006.

#### **Section 1 – Eligibility**

(A) The Employer will sign up regular full-time and regular part-time employees, except for casuals appointed to temporary positions under Article 9.02, as a condition of continuing employment, on such forms as the union, or a Plan Administrator designated by the union, may require.

The Employer will deduct premiums at least monthly from each regular full-time and part-time employee, except for casuals appointed to temporary positions under Article 9.02, from the date she/he becomes a regular employee. The premium will be a percentage of straight time wages, and the union will give the Employer 60 days notice of any change in the percentage figure. The Employer will send HBT a

cheque for the total, together with a list of the employees on whose behalf the deductions have been made and the straight-time salaries of those employees, within 28 days of the deduction. The cheque will be made out to the applicable LTD Trusted Fund.

The Employer will also provide the Union start dates and termination dates of all regular employees.

- (B) Seniority and Benefits Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions:

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

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

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her/his former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her/his seniority rights if necessary, pursuant to Article 6.04 of the Master Agreement.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay 50% of the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.

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

- (C) 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.

## **Section 2 – Benefit Entitlement**

- (A) (1) In the event an employee while enrolled in this Plan, becomes totally disabled on or after 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 percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$5298 or, 662/3% of pre-disability monthly earnings, whichever is more. The \$5298 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 (A)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the currently monthly earnings above \$5298 or, 662/3% of currently monthly earnings, whichever amount is more, based on the wage rate in effect following review by the HSPBA/HBT every four years. (Note: the \$5298 figure will be adjusted as set out in Section 2(A)(1) above).

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

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

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

### **Section 3 – Total Disability Defined**

- (A) Total Disability as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform the duties of his/her own occupation for the first two (2) years of the disability. Thereafter, an employee who is able, by reason of education, training, or experience, to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(B) (1) Residual Monthly Disability Benefit

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

Example:

- (a) Monthly LTD net of offsets benefit  
= \$ 1,000 per month
  - (b) 85% of rate of pay at date of disability  
= \$ 13.60 per hour
  - (c) 70% of current rate of pay  
= \$ 12.12 per hour
  - (d) Percentage of difference [(b/c) - 1]  
= 12.2%
  - (e) Residual Monthly Disability Benefit (a x d)  
= \$ 122.00
- (2) 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.
- (3) During a period of total disability an employee must be under the regular and personal care of a legal qualified doctor of medicine.

(4) Commitment to Rehabilitation

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

- (a) can be expected to facilitate her/his return to her/his own job or other gainful occupation; and
- (b) is recommended by the Plan Trustees, or their designate, and approved as a Rehabilitation Plan, then,

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

(5) Rehabilitation Review Committee

- (a) In the event the eligible employee does not agree:
  - (i) with the recommended rehabilitation plan, or,



- (ii) that she/he is medically able to participate and co-operate in the Rehabilitation Plan 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 co-operate in a rehabilitation plan; or,
  - (iv) appeal the dispute to the Rehabilitation Review Committee for 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 recognised 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 identified by the HSPBA/HBT. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee whom;

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

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

ee is willing to participate and co-operate in the Approved Rehabilitation Plan.

(6) 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 gainful occupation. In many situations an employee who returns to work by participating and co-operating in an Approved Rehabilitation Plan will be able to increase her/his monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

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

(ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer and shall have the ability to bump under the collec-

tive 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 of training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee’s doctor and the HSPBA/HBT.

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

- (7) **Rehabilitation Improvement Committee**  
During the term of the agreement, one (1) person from The Plan Administrator and one (1) person from the claims paying agent shall meet with two (2) representatives of the HSPBA. This Committee 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/his regular occupation;
- (C) Intentionally self-inflicted injuries or illness.

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

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

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 the *Workers' Compensation Act* or law or any other legislation of similar purpose; and
- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by a compulsory act of law; and
- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she/he would be entitled had she/he 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 until the LTD benefit payable is recalculated to reflect current wage rates. [Reference 2A(2)]

## **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 continue to 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 any employee on leave of absence without pay becomes disabled, her/his allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

## **Section 8 – Benefits upon Plan Termination**

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

## **Section 9 – Premiums**

The cost of this Plan shall be borne by the employee. 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 the disabled employee during the time such an employee is in receipt of disability payments from this Plan.

## **Section 11 – Claims**

(A) Long Term Disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Plan Trustees. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the HSPBA/HBT disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the HSPBA/HBT 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. The decision of the claims review committee is final and binding on all parties.

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 so 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 months from the time notice of claims is otherwise required.

The Plan Administrator will arrange to have an information brochure prepared to explain the procedures for claims submissions, re-examination and decision review by the medical panel.

## **Section 12 – Administration**

The HSPBA shall have access to any reports provided by HBT and 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 Article 7 and 8 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 Collective Agreement between the Health Employers Association of B.C. and The Health Science Professionals Bargaining Association.

## **Section 14 – LTD Plan Early Retirement Incentive**

### **Provision**

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

- (A) An employee under this Agreement who is:
- (1) eligible for, or who is receiving LTD benefits or who has been in receipt of LTD under this Plan for four 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/his application for early retirement is being processed with her/his pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she/he may still be eligible for the LTD Plan Early Retirement 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) 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 the Municipal Pension Plan benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 4 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 HBT 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 HSPBA/HBT 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.
- (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 65 years of age or death, whichever is earlier.



## **APPENDIX 13 – MEMORANDUM OF UNDERSTANDING**

**between**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

### **THE ASSOCIATION**

#### **Re: Return-To-Work Committee**

The parties agree to form a Return-to-Work Committee consisting of two (2) representatives from the Association and two (2) representatives of the Employer. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in the Committee process.

#### **Purpose**

The purpose of the Committee is to promote the philosophy and encourage the introduction of Return-to-Work Programs.

#### **Role and Function**

The role and function of the Committee are as follows:

1. Assist in the development of processes and structures for return-to-work programs in facilities.
2. Act as an advisor to employees and employers on return-to-work programs in facilities.
3. Request information and provide feedback concerning individual employer return-to-work programs.
4. Develop and promote industry pilot projects on return-to-work programs and seek funding to support those pilot projects.
5. Develop and maintain an effective communications system for employees and employers concerning return-to-work initiatives.
6. The parties will perform regular reviews of the Committee's work. The Committee will report to the parties on an annual basis.

The parties shall meet within one month of the signing of the agreement and at least quarterly thereafter over the term of the agreement.

The expenses of the Committee will be the responsibility of the Employer.

## **APPENDIX 14 – MEMORANDUM OF UNDERSTANDING**

**between**

### **HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

### **THE ASSOCIATION**

#### **Re: Return-To-Work Program**

##### **Preamble**

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

##### **Mutual Commitment**

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

Return-to-work programs will recognize the specific needs of each individual employee who participates.

##### **Voluntary Participation (Not applicable to HSA LTD Trust #2 and HBT/Non-HSA LTD)**

Employee participation in an established return-to-work program is voluntary. Employees may enter, withdraw and re-enter the program and an employee's participation or non-participation will not be the basis for any disciplinary action. Participation must include the consent of the employees' physician.

Employer creation of a return-to-work program is voluntary.

##### **Consultation**

Prior to entry into a return-to-work program, the Employer, the employee and the Union-designated representative(s) shall discuss the planned program and its duration. The details of the return-to-work program will be confirmed in writing to the employee and to the Union.

## **Supernumerary**

An employee involved in a return-to-work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees of the Employer.

## **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed.

The Employer shall not have contact with the employee's physician without the employee's consent.

## **Program Coverage**

The return-to-work program will be available to WCB claimants, LTD claimants, convalescent employees and injured employees.

## **Types of Initiatives**

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

1. Modified return-to-work: not performing the full scope of duties.
2. Graduated return-to-work: not working regular number of hours.
3. Rehabilitation: special rehabilitation programs.
4. Ergonomic adjustments: modifications to the workplace.

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

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

## **Pay and Benefits**

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

Employees participating in a return-to-work program for fourteen point four (14.4) hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 34.

Employees engaged in a 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 entitlement, when participating in the program, will be consistent with the terms of the agreement and is outlined below:

- (a) Employees who have been granted Workers' Compensation Leave: Receive full salary and all benefits pursuant to Article 19.14.
- (b) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits: Receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.
- (c) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB or LTD claim: Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fourteen point four (14.4) hours or more per week.
- (d) 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 in accordance with the Plan. Benefits will be reinstated in the same manner as set out in (c) above except Group Life and Long Term Disability Plan premiums may continue to be waived.

### **No Adverse Effect on Benefits**

An employee's participation in a return-to-work program will not adversely affect an employee's entitlements with respect to Workers' Compensation or Long Term Disability. Participation in a program will not delay entitlement to LTD benefits.

The period that the employee is involved in a return-to-work program shall be considered as part of the recovery process and will not be used or referred by the Employer in any other proceedings.

**APPENDIX 15 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: New Certifications**

With respect to bargaining units certified during the term of this Provincial Agreement, employees affected will receive full and complete application of non-monetary provisions of the Provincial Agreement effective from three (3) months after the date of certification and complete application of all of the provisions of the Provincial Agreement effective from six (6) months after the date of certification.

## **APPENDIX 16 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

### **Re: Market Adjustment Premium**

HEABC, at the request of the Employers, will meet with the Association to discuss the implementation of temporary market adjustments. Market adjustments will be in accordance with government policy in order to address competitive labour market pressures that are impacting the Employers’ ability to attract and retain qualified professionals and deliver health services. Any market adjustments will not be implemented unreasonably.

**APPENDIX 17 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Benefits Joint Working Group**

The parties agree to establish a Benefits Joint Working Group (the “Working Group”) within sixty (60) days of ratification of the Collective Agreement which will include members of each party. Each party will be limited to four (4) representatives. The Working Group will meet on a regular basis and not less than once every month.

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

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

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

The Working Group will submit a final report outlining recommendations to the HSPBA and HEABC by September 30, 2011.



**APPENDIX 18 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Contracting Out**

Notwithstanding Article 14.04, the Employer may contract out non-clinical services, including when such contracting out results in the lay-off of employees.

The Parties agree that the language of this Memorandum of Agreement does not in any way vary the meaning of “non-clinical services” as defined in the current *Health and Social Services Delivery Improvement Act* and the *Health Sector Labour Adjustment Regulations*.

As a matter of clarification, this Memorandum of Agreement continues in force and effect until such time as the Parties negotiate changes to it.

## APPENDIX 19 – MEMORANDUM OF UNDERSTANDING

between

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

and

**THE ASSOCIATION**

### **Re: Seniority Consolidation and Merger of Certifications**

This Agreement applies to all Health Authorities and Providence Health Care. All provisions of the Collective Agreement continue to apply except as herein modified.

Each Health Authority/Providence Health Care will create and maintain one merged dovetailed seniority list covering all members of the HSPBA employed within the Health Authority/Providence Health Care.

The consolidation of seniority lists will be completed no later than December 24, 2011 and will be implemented the following pay period (the “implementation date”).

Each Health Authority/Providence Health Care is deemed to be the Employer for the Collective Agreement.

The parties agree to facilitate the creation and administration of single seniority lists as follows:

#### **A) Status**

1. Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the date of implementation.
2. Regular and casual employees may register to work in more than one site as per the Collective Agreement.
3. Regular employees may hold multiple positions provided the employees’ multiple positions do not exceed a total of 1.0 FTE (Subject to B8).
4. Employees who have regular status at one site and have casual status at a different site shall inform their Health Authority/Providence Health Care no later than ninety (90) days prior to the implementation date of which status they wish to maintain and, which they wish to relinquish.

5. The Health Authority/Providence Health Care reserves the right to create casual lists that cover two or more work sites. Casual employees and regular part-time employees currently registered to work in multiple work sites as at the implementation date may continue to be registered on the revised list for the combined work sites.

**B) Seniority and Benefits**

1. Each Health Authority/Providence Health Care is deemed as the successor Employer to the previous Employers within each individual Health Authority/Providence Health Care.
2. All individual seniority lists for each Health Authority/Providence Health Care will be merged into one new HSPBA single seniority list covering all employees under the HSPBA Provincial Collective Agreement (the “Collective Agreement”) for that Health Authority/Providence Health Care on the implementation date. This will be done by “dovetailing” on the basis of overall seniority accumulated at all sites within the Health Authority/Providence Health Care. “Dovetailing” means placing employees on a list in descending order of seniority.
3. Employees who are registered in multiple seniority lists will receive the total seniority earned at all sites to maximum of 1.0 FTE per annum.
4. Regular full-time and part-time employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefit in accordance with the Collective Agreement.
5. Employees who have multiple benefit entitlement dates will retain their most favorable entitlement date on record. The application of this provision shall not result in a benefit entitlement that exceeds their most favorable entitlement on record.
6. Employees with multiple regular positions shall receive the aggregate total of sick leave and special leave banks not to exceed the maximum entitlement(s) in the Collective Agreement.

7. Employees with multiple regular positions will continue to accrue vacation credits based on total straight time hours in accordance with the Collective Agreement.
8. For three (3) years following the date of ratification, an employee may have multiple positions that total more than 1.0 FTE per annum. At least thirty (30) days prior to the end of three (3) years, the employee must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE per annum.
9. Paid hours for employees working at multiple sites will not be combined for overtime calculation purposes for three (3) years following the date of ratification.
10. Employees required to relinquish position(s) under Clause B(8) shall have the vacation associated with the relinquished position(s) either paid out or scheduled as paid vacation on a one time basis.
11. Employees who have multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan, with the exception of existing LTD claimants. Existing LTD claimants will continue to be covered by the applicable LTD plan in effect as at the time of injury or illness. The application of this provision shall not result in an improved benefit entitlement.
12. Employees will receive payroll information used to create an adjusted seniority date and/or benefit entitlement. The HSPBA will be provided with this information 60 days prior to implementation.

**C) Vacancy Posting**

1. Each Health Authority/Providence Health Care will post vacancies at each work site within the Health Authority/Providence Health Care and all employees of that Health Authority/Providence Health Care shall be entitled to apply in accordance with Article 9.01. Multi-site positions shall specify the home work site that the position will cover. (See Appendix 21 - Memorandum of Understanding re Article 9 Vacancy Postings)

2. Employees are not eligible for relocation expenses where they post or access work across work sites.
- D) **Bumping**  
See Appendix 20 Memorandum of Understanding Re: Article 10.05 Displacement and Bumping.
- E) **Implementation**
1. The Health Authority/Providence Health Care will provide a reasonable amount of Employer-paid union leave for stewards to facilitate the implementation of this Agreement.
  2. HSPBA and HEABC (on behalf of the Health Authority/Providence Health Care) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated HSPBA Certifications.
  3. Any dispute arising out of the interpretation or implementation of this Agreement shall be referred to arbitration.
- F) **Union Representation**
1. Bargaining agent representation, as set out in Attachment C, will continue to apply following the implementation date.
  2. Employees transferred/appointed/promoted to a position at a different work site will be represented by the bargaining agent certified to represent the work at that work site.
- G) **Collective Agreement**
1. This Agreement shall not be used to interpret any aspect of the Collective Agreement.
  2. Any memorandum with the Health Authority/Providence Health Care and the HSPBA and/or its constituent unions covering items set out in this Agreement shall be modified and replaced by this Agreement unless otherwise agreed.
- H) **Consequential Amendments**  
Consequential amendments will be made to the Collective Agreement as necessary.

## APPENDIX 20 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### **Re: Article 10.05 Displacement and Bumping Process**

This is effective upon the implementation of the Seniority Consolidation and Merger of Certifications.

### **Article 10 Definition**

For the purposes of this article:

Comparable is defined as same status (i.e. Full-time to Full-time or Part-time to Part-time). For part-time positions it means within .2 FTE (plus or minus) of the regularly scheduled hours for his/her former position.

### **10.05 Displacement and Bumping Process**

#### **(a) Layoff in Reverse Order of Seniority**

In the event of a reduction in the workforce, employees shall be laid off in reverse order of seniority provided that there are available employees with seniority whose capability and qualifications meet the Employer’s requirements for the work of the laid off employees.

#### **(b) Displacement and Bumping**

In instances where a job is eliminated, the displaced employee(s) shall have the right to fill a vacancy or bump into a job in line with seniority in the manner prescribed below, provided the employee currently possesses the capability and qualifications to perform the duties of the new job.

A meeting will be arranged between the displaced employee and the employer representative to review the displaced employee’s options. The employee will be made aware of her/his right to have a steward present. Steward availability will not result in a delay of the displacement meeting.

Employees may not bump into a position which results in a promotion except in the following circumstances:

- the promoted position sought is one previously held by the employee; or
- the result of the promotion is one grade difference; or
- the promoted position sought is supervisory and is equivalent to the employee's eliminated supervisory position.

Article 10.01(b) is applied to bumps into promoted positions.

- (1) The Employer will provide the employee access to a list of vacancies and positions in the Health Authority/Health Organization. The list of vacancies and positions shall include the following information:
  - job title,
  - worksite,
  - seniority date for regular employees,
  - FTE, and
  - Grade/Grid Level.
- (2) An employee exercising a right to bump another employee or to fill a vacancy must advise the Employer of the position or vacancy they have elected to fill or bump within seven (7) calendar days after receiving the list of vacancies and positions referred to in subsection (1).
- (3) Displaced employees have priority access to all vacancies in the Health Authority/Health Organization. Article 10.01 applies as between displaced employees.

#### FIRST LEVEL OBLIGATIONS - WORK SITE

- (4) A displaced employee exercising seniority under subsection (2) must fill a comparable vacancy or bump a junior employee in a comparable position at their work site and at the same Grid Level/Grade as the position from which the employee was displaced.

#### SECOND LEVEL OPTIONS - HEALTH AUTHORITY/HEALTH ORGANIZATION

- (5) A displaced employee who does not have an option under subsection (4) above may fill any vacancy or bump any junior employee in the Health Authority/Health Organization.
- (6) A displaced employee who fails to exercise his/her obligation or right to fill a vacancy or bump an employee under subsection (4) or (7) will be laid off.

## WAGE PROTECTION

- (7) Employees who choose to fill a comparable vacancy or bump a junior employee in a comparable position in the Health Authority/Health Organization that is at a lower Grid Level/Grade than that which is available to them will not receive wage protection, (e.g., if a Grade VI Respiratory Therapist (Grid Level 14) could bump a Grade V (Grid Level 13) position or fill a Grade V (Grid Level 13) vacancy anywhere within the Health Authority/Health Organization but elects to fill a Grade III (Grid Level 9) vacancy or bump a Grade III (Grid Level 9) position would be paid at Grade III (Grid Level 9)).
- (8) Employees who choose to fill a vacancy or bump into a position that is not comparable, when work is available in a comparable position or a vacancy shall not be entitled to wage protection.
- (9) Notwithstanding 7 and 8, an employee is not required to fill a vacancy or bump into a position that is located outside of their geographic area as set out in Appendix 22 - Memorandum of Understanding Re Geographic Areas or fill a vacancy or bump into a position that is not comparable, to maintain wage protection.
- (10) An employee may opt, within their notice period, to be placed on recall and register on a casual list(s) at work locations within the Health Authority/ Health Organization.



**APPENDIX 21 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Article 9 Vacancy Postings**

This is effective upon the implementation of the Seniority Consolidation and Merger of Certifications.

**9.01 Vacancy**

The Employer agrees that when a vacancy occurs for a position covered by the union certification, the Employer will give union members in the Health Organization first consideration in filling a vacancy. Where first considered applications are not appointed to a vacancy, they will be given a verbal explanation as to why their application has not been accepted, if the employee so requests.

The Employer may implement electronic job postings and employee application for job posting in place of or in conjunction with paper posting.

Note: remainder of Article 9.01 deleted

**APPENDIX 22 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Geographic Areas**

Geographic areas are defined as:

75 kms from the employee’s home site, based on the employer’s mileage charts.

Notwithstanding the above definition, no employee will be denied wage protection on the basis of refusing a position within a geographic area where it requires:

- traveling the Malahat Highway,
- traveling on the Sea to Sky highway between West Vancouver and Squamish, or
- crossing a body of water by ferry.

## APPENDIX 23 – MEMORANDUM OF UNDERSTANDING

between

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

and

**THE ASSOCIATION**

### **Re: Insufficient Off-Duty Hours Working Group**

The parties agree to establish an Insufficient Off-duty Hours Working Group (the “Working Group”) to review practices and provide recommendations regarding initiatives that will reduce the need for overtime and call back. The Working Group will consist of 3 representatives from each party and will:

- Meet within 30 days of the ratification of this agreement to develop a work plan.
- Consult with members and employers from a range of facilities and disciplines that are experiencing the greatest challenges and determine the nature of the problem(s) contributing to above average overtime and call back.
- Have access to and review all relevant available data, subject to any legally required privacy restrictions.
- Consider all possible solutions including, but not limited to:
  - additional shifts to reduce the need for call-backs,
  - protocols and guidelines for the use of call,
  - appropriate and flexible scheduling options, and
  - pilot projects to trial possible solutions.
- Develop recommendations and identify any costs or cost savings associated with each recommendation.
- Report back to the parties by September 30, 2011.

The parties may mutually agree to implement improvement(s) on a trial basis during the term of this Collective Agreement. If the implementation requires a change to the Collective Agreement that results in a significant cost savings, the parties will discuss the alternatives for using those savings to maximize the objectives of the Working Group.

All other recommendations will be referred back to the parties.

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

## APPENDIX 24 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### **Re: Joint Classification Committee**

1. The parties will establish a joint classification committee (the “Committee”) which will make recommendations to the parties to modernize the classification system.
2. The Committee will be comprised of three (3) representatives from the HEABC/Health Authorities and three (3) from the HSPBA.
3. The Committee will develop objective job classification criteria and operating instructions for all jobs within the scope of the HSPBA bargaining unit.
4. The Committee will develop a new classification system which:
  - (a) creates administrative and procedural efficiencies,
  - (b) defines the full scope working level professional which will include the work and responsibilities classified at Grade 1 and Grade II of the current classification system,
  - (c) defines the full scope working level professional for both Industry-Wide Miscellaneous Rates (“IWMR”) and memoranda professions in priority sequence based on the number of employees working in the profession for the purposes of developing the classification system. Full scope working level for IWMR and/or memorandum professionals shall include, but is not limited to, sole charge, senior, student supervision and working without general supervision classification levels,
  - (d) provides for valid and meaningful distinctions between classification levels above the full working level professional, which may include clinical and/or administrative/supervisory streams,

- (e) supports flexibility in the design of jobs within the scope of the bargaining unit, and
  - (f) values professional practice leadership.
5. The Committee members will exchange relevant documentation and information from existing databases and/or reports that will facilitate the work of the Committee.
  6. The Committee will make appropriate arrangements for meetings with each party covering its own costs and cost sharing where mutually agreeable.
  7. In the event that the parties agree to request the assistance of a mutually agreeable facilitator, they will share the costs equally.
  8. The Committee will report back to the parties, in writing, no later than October 31, 2011. The written report will identify the findings and the joint recommendations of the Committee and will also report on areas where the Committee did not reach consensus.
  9. The recommendations will only be implemented by mutual agreement of the parties and will be conditional on the funding being available should the recommendations have a cost.

## APPENDIX 25 – MEMORANDUM OF UNDERSTANDING

between

**HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)**

and

**THE ASSOCIATION**

### **Re: Classification System Implementation**

During negotiations of the renewal of the 2006-2010 Health Science Professional Collective Agreement the parties created a Joint Classification Committee with the objective of making recommendations to the parties in relation to a new classification system.

The parties agree that the recommendations of the Joint Classification Review Committee are subject to mutual agreement and will only be implemented if there is funding identified in the Provincial Government’s fiscal mandate.

In considering the implementation of these joint recommendations the parties agree that the introduction of the full working level professional is an important priority and the parties will make every reasonable effort to fulfill this priority.

This priority is subject to the allocation of sufficient funding and will be deemed to be satisfied once the wage rate of the full scope working level professional is equal to the existing Grade II rate of pay.

## APPENDIX 26 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION  
OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Interim Classification Modifications

During the negotiations for the renewal of the 2006-2010 Health Sciences Professional Collective Agreement the parties made a commitment to improve the classification system. In order to fulfill this commitment the parties agree to establish a classification committee to make recommendations to the parties regarding the modernization of the classification system.

While the classification committee is fulfilling its objectives and pending the implementation of these recommendations, the parties have agreed to apply the following interim measures:

#### Operating Instructions

- The requirement of Paragraph 3(a) for each paramedical department to have a Chief Health Science Professional is suspended.
- The requirements of Paragraph 3(b) are modified to read:  
Where there is no Chief Health Science Professional, the most senior ranked paramedical(s) within the paramedical department, as determined by the employer, will be classified in accordance with the Provisions of the Wage Schedule, Section 1 (Wage Schedule).
- Paragraph 3(c) is deleted.

#### General Supervision

- The Classification Definition of “General Supervision” is suspended and the following interim definition will be operative:  
All Grade I positions will have access to a supervisor in the Health Authority/Health



Organization in their own discipline for clinical guidance where necessary. Such access does not need to be provided on-site and may be provided in-person or by email, telephone or other means of communication.

Supervisors who provide clinical guidance under the interim definition of “General Supervision” will not, by virtue of that responsibility alone, be classified or coded up to a higher classification.

The interim definition of “General Supervision” will apply to the grade definitions in the Job Families and to those Industry-Wide Miscellaneous Rates and memorandums that expressly include references to “working without general supervision”.

For Industry-Wide Miscellaneous Rates and memorandums that do not specifically reference “working without general supervision” as a basis for compensation, the interim definition of “General Supervision” and the application of “working without general supervision” do not apply.

- The provisions of Article 10.04(b) apply to employees assigned to a lower-rated position as a direct result of the implementation of the new definition of “General Supervision” provided the employee remains in the position.

Note: the Classification Definition of “General Supervision” is amended to include a note referencing this Memorandum.

**APPENDIX 27 – LETTER OF AGREEMENT**

**between**

**FRASER HEALTH AUTHORITY  
INTERIOR HEALTH AUTHORITY  
NORTHERN HEALTH AUTHORITY  
PROVINCIAL HEALTH SERVICES AUTHORITY  
VANCOUVER COASTAL HEALTH AUTHORITY  
VANCOUVER ISLAND HEALTH AUTHORITY**

**and**

**HEALTH EMPLOYERS ASSOCIATION OF BC  
("HEABC")**

**and**

**THE ASSOCIATION**

**Re: Professional Development Fund**

A \$450,000 Professional Development Fund (the "Fund") shall be established for use by HSPBA members over the term of the Collective Agreement.

The administration of the Fund will be determined by HSPBA and HEABC.

The parties will meet within sixty (60) days following ratification to develop priorities and terms of reference for the Fund.

## APPENDIX 28 – LETTER OF AGREEMENT

between

MINISTRY OF HEALTH

and

FRASER HEALTH AUTHORITY

INTERIOR HEALTH AUTHORITY

NORTHERN HEALTH AUTHORITY

PROVINCIAL HEALTH SERVICES AUTHORITY

VANCOUVER COASTAL HEALTH AUTHORITY

VANCOUVER ISLAND HEALTH AUTHORITY

and

HEALTH EMPLOYERS ASSOCIATION OF BC

(“HEABC”)

and

THE ASSOCIATION

### **Re: Joint Strategic Partnership Committee**

The parties agree to create a Joint Strategic Partnership Committee (the “Committee”). The Committee will bring together key representatives from the HSPBA, the Ministry, the Health Authorities, and the HEABC to discuss system wide improvements and sustainability across the health care system.

The Committee will use a collaborative approach and will focus on initiatives and opportunities that support health sector strategies, to maximize the utilization of health human resources, improve system quality, productivity, safety and service delivery and ensure sustainability of the health care system.

Key policy areas and agenda items for the committee will be determined by mutual agreement of the Committee.

The Committee will have access to data relevant for the purposes of conducting Committee business.

The Committee will meet quarterly and will include high-level representation from the HSPBA, the Ministry, the Health Authorities, and the HEABC. The HSPBA and the Ministry will co-chair the Committee.

Any initiatives and/or opportunities undertaken by the

Committee shall be time limited and targeted towards specific outcomes.

Each party will pay the costs of its own participation in the Committee.

The parties agree the function and purpose of the Committee will be reviewed every two years.

**ATTACHMENT A**  
**Market Supplement Adjustment Rates of Pay**  
**Effective the First Pay Period as at April 1, 2010**

**Medical Technologist<sup>1</sup>**  
**Medical Sonographer<sup>1</sup>**  
**Medical Radiation Technologist<sup>1</sup>**  
**Nuclear Medical Technologist<sup>1</sup>**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4111	4318	4510	4714	4903	5125
	Bi-Weekly	1890	1985	2074	2167	2254	2356
	Hourly	26.25	27.57	28.80	30.10	31.31	32.73
Grade II	Monthly	4264	4480	4683	4894	5090	5321
	Bi-Weekly	1960	2060	2153	2250	2340	2446
	Hourly	27.23	28.61	29.90	31.25	32.50	33.98
Grade III	Monthly	4428	4649	4861	5079	5283	5520
	Bi-Weekly	2036	2137	2235	2335	2429	2538
	Hourly	28.28	29.69	31.04	32.43	33.74	35.25
Grade IV	Monthly	4753	4992	5217	5454	5672	5923
	Bi-Weekly	2185	2295	2399	2508	2608	2723
	Hourly	30.35	31.88	33.31	34.83	36.22	37.82
Grade V	Monthly	5315	5583	5837	6097	6341	6628
	Bi-Weekly	2444	2567	2684	2803	2915	3047
	Hourly	33.94	35.65	37.27	38.93	40.49	42.32
Grade VI	Monthly	5515	5793	6055	6329	6581	6881
	Bi-Weekly	2536	2663	2784	2910	3026	3164
	Hourly	35.22	36.99	38.67	40.42	42.02	43.94

**Disciplines Allied To The Medical Technology Disciplines**

The following disciplines will be classified in accordance with the Medical Technologist definitions and grid levels. They will be slotted to the above wage grid.

**Cytotechnologist<sup>1</sup>**  
**Diagnostic Neurophysiology Technican<sup>1</sup>**  
**Diagnostic Technician<sup>1</sup>**  
**Electromyography Technician<sup>1</sup>**  
**Electronystagmography Technician<sup>1</sup>**  
**Neuromuscular Technician<sup>1</sup>**  
**Visual Function Assessment Unit Technician<sup>1</sup>**

**Note:**

<sup>1</sup> **Adjusted Rates include previous adjustment of 8.2% plus 1.75% GWI.**

**Effective the First Pay Period as at April 1, 2010:**

**Pharmacist<sup>2</sup>**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	5219	5477	5728	5988	6227	6508
	Bi-Weekly	2400	2518	2634	2753	2863	2992
	Hourly	33.33	34.97	36.58	38.24	39.76	41.56
Grade 11	Monthly	5413	5689	5945	6215	6462	6754
	Bi-Weekly	2489	2616	2733	2857	2971	3105
	Hourly	34.57	36.33	37.96	39.69	41.26	43.13
Grade III	Monthly	6056	6361	6648	6950	7228	7554
	Bi-Weekly	2784	2925	3057	3195	3323	3473
	Hourly	38.67	40.62	42.45	44.38	46.16	48.24
Grade IV	Monthly	6523	6853	7166	7488	7786	8135
	Bi-Weekly	2999	3151	3295	3443	3580	3740
	Hourly	41.65	43.76	45.76	47.82	49.72	51.95
Grade V	Monthly	6773	7115	7436	7772	8084	8448
	Bi-Weekly	3114	3271	3419	3573	3717	3884
	Hourly	43.25	45.43	47.48	49.63	51.62	53.95
Grade VI	Monthly	7031	7384	7721	8066	8390	8768
	Bi-Weekly	3233	3395	3550	3709	3857	4031
	Hourly	44.90	47.15	49.30	51.51	53.58	55.99

**Note:**

<sup>2</sup> **Adjusted Rates include previous adjustment of 8.2% plus 1.75% GWI applied concurrently with 1.25% Special Adjustment.**

**Pharmacist Temporary Market Adjustment Premium  
Effective the First Pay Period as at April 1, 2010**

		<b>Grade I-III 13.95%</b>					
		<b>Grade IV+ 8.75%</b>					
Grade I	Monthly Rate	5219	5477	5728	5988	6227	6508
	<b>Monthly Rate (incl. premium)</b>	<b>5947</b>	<b>6241</b>	<b>6527</b>	<b>6823</b>	<b>7096</b>	<b>7416</b>
	Hourly (incl. premium)	37.98	39.85	41.68	43.57	45.31	47.36
Grade II	Monthly Rate	5413	5689	5945	6215	6462	6754
	<b>Monthly Rate (incl. premium)</b>	<b>6168</b>	<b>6483</b>	<b>6774</b>	<b>7082</b>	<b>7363</b>	<b>7696</b>
	Hourly (incl. premium)	39.39	41.4	43.26	45.22	47.02	49.14
Grade III	Monthly Rate	6056	6361	6648	6950	7228	7554
	<b>Monthly Rate (incl. premium)</b>	<b>6901</b>	<b>7248</b>	<b>7575</b>	<b>7920</b>	<b>8236</b>	<b>8608</b>
	Hourly (incl. premium)	44.07	46.28	48.37	50.57	52.59	54.97
Grade IV	Monthly Rate	6523	6853	7166	7488	7786	8135
	<b>Monthly Rate (incl. premium)</b>	<b>7094</b>	<b>7453</b>	<b>7793</b>	<b>8143</b>	<b>8467</b>	<b>8847</b>
	Hourly (incl. premium)	45.30	47.59	49.76	52.00	54.07	56.49
Grade V	Monthly Rate	6773	7115	7436	7772	8084	8448
	<b>Monthly Rate (incl. premium)</b>	<b>7366</b>	<b>7738</b>	<b>8087</b>	<b>8452</b>	<b>8791</b>	<b>9187</b>
	Hourly (incl. premium)	47.04	49.41	51.64	53.97	56.14	58.67
Grade VI	Monthly Rate	7031	7384	7721	8066	8390	8768
	<b>Monthly Rate (incl. premium)</b>	<b>7646</b>	<b>8030</b>	<b>8397</b>	<b>8772</b>	<b>9124</b>	<b>9535</b>
	Hourly (incl. premium)	48.83	51.28	53.62	56.02	58.26	60.89
Grade VI +5%	Monthly Rate	7383	7753	8107	8469	8810	9206
	<b>Monthly Rate (incl. premium)</b>	<b>8029</b>	<b>8431</b>	<b>8816</b>	<b>9210</b>	<b>9581</b>	<b>10012</b>
	Hourly (incl. premium)	51.27	53.84	56.3	58.81	61.18	63.93
Grade VI +10%	Monthly Rate	7734	8122	8493	8873	9229	9645
	<b>Monthly Rate (incl. premium)</b>	<b>8411</b>	<b>8833</b>	<b>9236</b>	<b>9649</b>	<b>10037</b>	<b>10489</b>
	Hourly (incl. premium)	53.71	56.40	58.98	61.62	64.09	66.98

**Note:**

**The above rates were implemented on a temporary basis in order to address competitive labour market pressures. They are subject to unilateral cancellation or change by the Employer in accordance with Appendix 16 – MOU re: Market Adjustment Premium.**

**Effective the First Pay Period as at April 1, 2010:**

**Physiotherapist<sup>3</sup>, Occupational Therapist<sup>3</sup>**

Classification		1st Year	2nd Year	3rd Year	4thYear	5th Year	6th Year
Grade I	Monthly	4683	4917	5141	5374	5588	5839
	Bi-Weekly	2153	2261	2364	2471	2569	2685
	Hourly	29.90	31.40	32.83	34.32	35.68	37.29
Grade II	Monthly	4851	5096	5323	5566	5790	6051
	Bi-Weekly	2230	2343	2447	2559	2662	2782
	Hourly	30.98	32.54	33.99	35.54	36.97	38.64
Grade III	Monthly	5027	5280	5518	5768	5999	6265
	Bi-Weekly	2311	2428	2537	2652	2758	2880
	Hourly	32.10	33.72	35.24	36.83	38.31	40.01
Grade IV	Monthly	5622	5906	6174	6448	6707	7010
	Bi-Weekly	2585	2715	2839	2965	3084	3223
	Hourly	35.90	37.71	39.43	41.17	42.83	44.76
Grade V	Monthly	5833	6127	6405	6694	6962	7278
	Bi-Weekly	2682	2817	2945	3078	3201	3346
	Hourly	37.25	39.13	40.90	42.75	44.46	46.48
Grade VI	Monthly	6056	6361	6648	6950	7228	7554
	Bi-Weekly	2784	2925	3057	3195	3323	3473
	Hourly	38.67	40.62	42.45	44.38	46.16	48.24

**Note:**

<sup>3</sup> **Adjusted Rates include previous adjustment of 8.2% plus 1.75% GWI applied concurrently with 1.25% Special Adjustment.**



**ATTACHMENT B****Dovetailed Seniority List Area as per LRB Decision  
274/2002****Fraser Health Authority - Fraser Valley Health Services  
Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Chilliwack General Hospital	Chilliwack	Acute Care
Fraser Canyon Hospital	Hope	Acute Care
Fraser Valley Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Abbotsford	CH (CPM)
Heritage Village	Chilliwack	Long Term Care
Matsqui-Sumas-Abbotsford General Hospital	Abbotsford	Acute Care
Mission Memorial Hospital	Mission	Acute Care
Parkholm Lodge	Chilliwack	Long Term Care

**Fraser Health Authority - Simon Fraser Health Services  
Delivery Area &  
South Fraser Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Burnaby Hospital	Burnaby	Acute Care
Burnaby Psychiatric Services, Adult In-Patient & Out-Patient Units	New Westminster	Community/ Mental Health
Delta Centennial Hospital	Delta	Acute Care
Eagle Ridge Hospital and Health Care Centre	Port Moody	Acute Care
Fellburn Care Centre	Burnaby	Extended Care
Langley Memorial Hospital	Langley	Acute Care
Maple Ridge Treatment Centre	Maple Ridge	Drug & Alcohol
Peace Arch Hospital	White Rock	Acute Care
Queen's Park Care Centre	New Westminster	Extended Care
Ridge Meadows Hospital And Health Care Centre	Maple Ridge	Acute Care
Royal Columbian Hospital	New Westminster	Acute Care
Simon Fraser Health Services Delivery Area (Civic Employees)	New Westminster	Health Unit

Simon Fraser Health Services Delivery Area (Civic Employees)	Burnaby	Health Unit
Simon Fraser Health Services Delivery Area - Community Health (Continuing/Public/Mental)	New Westminster	CH (CPM)
South Fraser Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Surrey	CH (CPM)
Surrey Memorial Hospital	Surrey	Acute Care

### **Interior Health Authority - East Kootenay Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Cranbrook Home Support Services	Cranbrook	Home Support Agency
Creston Valley Hospital	Creston	Acute Care
Dr. F. W. Green Memorial Home	Cranbrook	Long Term Care
East Kootenay Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Cranbrook	CH (CPM)
East Kootenay Regional Hospital	Cranbrook	Acute Care
Elk Valley Hospital	Fernie	Acute Care
Elkford Healthcare Centre	Elkford	Diagnostic & Treatment
Fernie and District Home Support	Fernie	Home Support Agency
Golden and District General Hospital	Golden	Acute Care
Invermere and District Hospital	Invermere	Acute Care
Kimberley Special Care Home	Kimberley	Long Term Care
Rocky Mountain Lodge	Cranbrook	Long Term Care
Sparwood General Hospital	Sparwood	Acute Care

## **Interior Health Authority - Kootenay Boundary Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Arrow Lakes Hospital	Nakusp	Acute Care
Boundary Hospital	Grand Forks	Acute Care
Castlegar and District Community Health Centre	Castlegar	Acute Care
Columbia View Lodge	Trail	Long Term Care
Kiro Manor	Trail	Long Term Care
Kootenay Boundary Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Castlegar	CH (CPM)
Kootenay Boundary Regional Hospital	Trail	Acute Care
Kootenay Lake Hospital	Nelson	Acute Care
Nelson & District Home Support Services	Nelson	Home Support Agency
Nelson Jubilee Manor	Nelson	Long Term Care
Slocan Community Health Centre	New Denver	Long Term Care
Trail & District Hospice Palliative Care Program	Trail	Community Service Agency

## **Interior Health Authority - Okanagan Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Braemore Lodge	Penticton	Mental Health
Brookhaven Care Centre	Kelowna	Long Term Care
Cottonwoods Extended Care	Kelowna	Long Term Care
David Lloyd-Jones Home	Kelowna	Long Term Care
Kelly Care Centre	Summerland	Long Term Care
Kelowna General Hospital	Kelowna	Acute Care
Okanagan Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Kelowna)	Kelowna	CH (CPM)

Okanagan Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Vernon)	Vernon	CH (CPM)
Parkview Place	Armstrong	Long Term Care
Penticton Regional Hospital	Penticton	Acute Care
Pleasant Valley Health Centre & Pleasant Valley Manor	Armstrong	Acute Care
Princeton General Hospital	Princeton	Acute Care
Sagebrush Lodge	Osoyoos	Long Term Care
South Okanagan General Hospital	Oliver	Acute Care
South Similkameen Health Centre	Keremeos	Other
Summerland Health Centre	Summerland	Other
Trinity Centre	Penticton	Long Term Care
Vernon Jubilee Hospital	Vernon	Acute Care

### **Interior Health Authority - Thompson Cariboo Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
100 Mile Alcohol and Drug Services	100 Mile House	Drug & Alcohol
100 Mile District Hospital	100 Mile House	Acute Care
Ashcroft and District General Hospital	Ashcroft	Acute Care
Barriere and District Health Centre	Barriere	Diagnostic & Treatment
Bastion Place	Salmon Arm	Long Term Care
Cariboo Memorial Hospital	Williams Lake	Acute Care
Community Mental Health Services & Alcohol and Drug Treatment Centre	Revelstoke	Drug & Alcohol
Dr. Helmcken Memorial Hospital	Clearwater	Acute Care
Lillooet District Hospital	Lillooet	Acute Care
Logan Lake Health Care Centre	Logan Lake	Diagnostic & Treatment
Nicola Valley General Hospital	Merritt	Acute Care
Overlander Extended Care Hospital	Kamloops	Extended Care
Ponderosa Lodge	Kamloops	Long Term Care
Queen Victoria Hospital	Revelstoke	Acute Care
Royal Inland Hospital	Kamloops	Acute Care

Shuswap Lake General Hospital	Salmon Arm	Acute Care
St. Bartholomew's Hospital	Lytton	Acute Care
Thompson/Cariboo Health Services Area - Community Health (Continuing/ Public/Mental) (Kamloops)	Kamloops	CH (CPM)
Thompson/Cariboo Health Services Area - Community Health (Continuing/ Public/Mental) (Williams Lake)	Williams Lake	CH (CPM)
Williams Lake Alcohol and Drug Program	Williams Lake	Drug & Alcohol

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### **Northern Health Authority - Northeast Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Chetwynd General Hospital	Chetwynd	Acute Care
Dawson Creek and District Hospital	Dawson Creek	Acute Care
Fort Nelson General Hospital	Fort Nelson	Acute Care
Fort St. John General Hospital & Health Centre	Fort St. John	Acute Care
Hudson's Hope Health Centre	Hudson's Hope	Diagnostic & Treatment
Northeast Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Dawson Creek	CH (CPM)
Pouce Coupe Care Home	Pouce Coupe	Extended Care
Tumbler Ridge Health Centre	Tumbler Ridge	Diagnostic & Treatment

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## Northern Health Authority - Northern Interior Health Services Delivery Area

Common Name	City - Location	Service Type
Dunrovin Park Lodge	Quesnel	Long Term Care
Fraser Lake Diagnostic & Treatment Centre	Fraser Lake	Diagnostic & Treatment
G.R. Baker Memorial Hospital	Quesnel	Acute Care
Lakes District Hospital and Health Centre	Burns Lake	Acute Care
Mackenzie and District Hospital	MacKenzie	Acute Care
McBride and District Hospital	McBride	Acute Care
Northern Interior Health Services Delivery Area - Community Health (Continuing/Public/Mental) Prince George	Prince George	CH (CPM)
Northern Interior Health Services Delivery Area - Community Health (Continuing/Public/Mental) Quesnel	Quesnel	CH (CPM)
Omineca Lodge (41) Retirement Home	Vanderhoof	Long Term Care
Prince George Alcohol and Drug Services	Prince George	Drug & Alcohol
Prince George Regional Hospital	Prince George	Acute Care
St. John Hospital	Vanderhoof	Acute Care
Stuart Lake General Hospital	Vanderhoof	Acute Care
Valemount Health Centre	Valemount	Acute Care

## Northern Health Authority - Northwest Health Services Delivery Area

Common Name	City - Location	Service Type
Bulkley Lodge	Smithers	Long Term Care
Bulkley Valley District Hospital	Smithers	Acute Care
Houston Health Centre	Houston	Diagnostic & Treatment
Kitimat General Hospital	Kitimat	Acute Care
Masset Hospital	Queen Charlotte City	Acute Care
Mills Memorial Hospital	Terrace	Acute Care

Northwest Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Terrace	CH (CPM)
Prince Rupert Regional Hospital	Prince Rupert	Acute Care
Queen Charlotte Islands General Hospital	Queen Charlotte City	Acute Care
Queen Charlotte Islands Health Centre	Masset	Community Service Agency
Stikine Health Centre	Dease Lake	Diagnostic & Treatment
Terraceview Lodge	Terrace	Long Term Care

**Vancouver Coastal Health Authority -  
North Shore/Coast Garibaldi Health Services  
Delivery Area,  
Richmond Health Services Delivery Area &  
Vancouver Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
North Shore/Coast Garibaldi Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Gibsons)	Gibsons	CH (CPM)
Cedarview Lodge	North Vancouver	Long Term Care
Dogwood Lodge	Vancouver	Long Term Care
G.F. Strong Rehabilitation	Vancouver	Acute Care
George Pearson Centre	Vancouver	Extended Care
Kiwanis Care Centre (North Vancouver)	North Vancouver	Long Term Care
Lions Gate Hospital	North Vancouver	Acute Care
Magnolia House	North Vancouver	Mental Health
North Shore/Coast Garibaldi Health Services Delivery Area - Community Health (Continuing/Public/Mental)	North Vancouver	CH (CPM)
Pemberton Health Centre	Pemberton	Diagnostic & Treatment
Powell River General Hospital	Powell River	Acute Care
Richmond Hospital (The)	Richmond	Acute Care
Richmond Lions Manor	Richmond	Long Term Care
Richmond Mental Health Services	Richmond	Mental Health

Shorncliffe	Sechelt	Long Term Care
Squamish General Hospital/ Hilltop House	Squamish	Acute Care
Squamish Speech and Language Services	Gibsons	Community/ Mental Health
St. Mary's Hospital [Sechelt]	Sechelt	Acute Care
Sunshine Coast Home Support	Sechelt	Home Support Agency
Vancouver Coastal Health Authority - Public Health, Continuing Care, Community Care (Richmond)	Richmond	Health Unit
Vancouver Community Mental Health Service Division	Vancouver	Mental Health
Vancouver Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Vancouver	CH (CPM)
Vancouver Hospital, UBC Pavilions	Vancouver	Acute Care
Vancouver Hospital, 12th & Oak Pavilions	Vancouver	Acute Care

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**Vancouver Island Health Authority - Central Island  
Health Services Delivery Area & North Island Health  
Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Central Island Health Services Delivery Area - Community Health (Continuing/Public/Mental), Home Support	Nanaimo	CH (CPM)
Campbell River and District General Hospital	Campbell River	Acute Care
Chemainus Health Care Centre	Chemainus	Long Term Care
Cormorant Island Community Health Centre	Alert Bay	Acute Care
Cowichan District Hospital	Duncan	Acute Care
Cumberland Health Centre	Cumberland	Diagnostic & Treatment
Eagle Park Health Care Facility	Qualicum	Long Term Care



Gold River Health Clinic	Gold River	Diagnostic & Treatment
Ladysmith and District General Hospital	Ladysmith	Acute Care
Mount Waddington - Alcohol & Drug/Mental Health Programs	Port McNeill	Other
Nanaimo Community Mental Health Services	Nanaimo	Mental Health
Nanaimo Public Health	Nanaimo	Health Unit
Nanaimo Regional General Hospital	Nanaimo	Acute Care
North Island Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Cumberland	CH (CPM)
Open Door/SIL Programs	Duncan	Community Service Agency
Port Alberni Public Health	Port Alberni	Health Unit
Port Alice Hospital	Port Alice	Acute Care
Port Hardy Hospital	Port Hardy	Acute Care
Port McNeill and District Hospital	Port McNeill	Acute Care
Tahsis Hospital	Tahsis	Acute Care
Tofino General Hospital	Tofino	Acute Care
Trillium Lodge	Parksville	Long Term Care
West Coast General Hospital	Port Alberni	Acute Care
Wicks Road Group Home	Duncan	Mental Health
Wisteria House Program	Duncan	Mental Health

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## **Vancouver Island Health Authority - South Island Health Services Delivery Area**

<b>Common Name</b>	<b>City - Location</b>	<b>Service Type</b>
Aberdeen Hospital	Victoria	Extended Care
Dallas Out-Patient Clinic, The	Victoria	Drug & Alcohol
G.R. Pearkes Centre for Children	Victoria	Acute Care
Glengarry Hospital	Victoria	Extended Care
Gorge Road Hospital	Victoria	Extended Care
Greater Victoria Drug and Alcohol Rehabilitation	Victoria	Drug & Alcohol
Lady Minto Gulf Islands Hospital	Salt Spring Island	Acute Care
Mount Tolmie Hospital	Victoria	Extended Care
Priory Hospital	Victoria	Extended Care
Queen Alexandra Centre	Victoria	Acute Care
Royal Jubilee Hospital	Victoria	Acute Care
Saanich Peninsula Hospital	Saanichton	Acute Care
South Island Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Victoria	CH (CPM)
Victoria General Hospital	Victoria	Acute Care

## ATTACHMENT C

### Worksites

**This list is for reference purposes only and does not reflect the bargaining certificate.**

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
100 Mile Alcohol and Drug Services	Interior Health Authority	100 Mile House	BCGEU
100 Mile District Hospital	Interior Health Authority	100 Mile House	HSA
A.D.A.P.T. Abuse Prevention and Treatment Society	Nanaimo Alcohol and Drug	Nanaimo	BCGEU
Aberdeen Hospital Authority	Vancouver Island Health	Victoria	HSA
Adanac Park Lodge Care & Housing Society	Little Mountain Residential	Vancouver	HSA
AIDS Vancouver	Vancouver AIDS Society	Vancouver	HSA
Alouette Addictions Services	Alouette Addictions Services Society	Maple Ridge	HSA
Arrow and Slokan Lakes Community Services	Arrow and Slokan Lakes Community Services	Nakusp	HSA
Arrow Lakes Hospital	Interior Health Authority	Nakusp	HSA
Arthritis Society	Arthritis Society, The	Vancouver	HSA
Ashcroft and District General Hospital	Interior Health Authority	Ashcroft	HSA
Aurora Centre	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
B.C. Centre for Disease Control	B.C. Centre for Disease Control and Prevention Society Branch	Vancouver	BCGEU PEA
B.C. Children's Hospital	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
B.C. Women's Hospital and Health Centre	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
Barriere and District Health Centre	Interior Health Authority	Barriere	HSA

Bastion Place	Interior Health Authority	Salmon Arm	HSA
Boundary Hospital	Interior Health Authority	Grand Forks	HSA
Braemore Lodge	Interior Health Authority	Penticton	HSA
Brookhaven Care Centre	Interior Health Authority	Kelowna	HSA
Bulkley Lodge	Northern Health Authority	Smithers	BCGEU
Bulkley Valley District Hospital	Northern Health Authority	Smithers	HSA
Burnaby Hospital	Fraser Health Authority	Burnaby	HSA
Burnaby Psychiatric Services, Adult In-Patient & Out-Patient Units	Fraser Health Authority	New Westminster	PEA
Burquitlam Lions Care Centre	Burquitlam Intermediate Care Society	Coquitlam	BCGEU
Campbell River and District General Hospital	Vancouver Island Health Authority	Campbell River	HSA
Canadian Blood Services - Surrey Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Surrey	HSA
Canadian Blood Services - Vancouver Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Vancouver	HSA
Canadian Blood Services - Victoria Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Victoria	HSA
Canadian Mental Health Association, Vancouver-Burnaby Branch	Canadian Mental Health Association, Vancouver-Burnaby Branch	Vancouver	HEU
Cancer Centre for the Southern Interior	British Columbia Cancer Agency Branch	Kelowna	HSA
Cariboo Memorial Hospital	Interior Health Authority	Williams Lake	HSA
Carlton Lodge	CPAC (Carlton Gardens) Inc.	Burnaby	HSA
Carlton Private Hospital	CPAC (Carlton Gardens) Inc.	Burnaby	HSA
Castlegar and District Community Health Centre	Interior Health Authority	Castlegar	HSA
Cedarview Lodge	Vancouver Coastal Health Authority	North Vancouver	HSA

Central Island Health Services Delivery Area - Community Health (Continuing/Public/Mental), Home Support Centre for Ability (The)	Vancouver Island Health Authority	Nanaimo	PEA BCGEU
Cerebral Palsy Association of Prince George and District, The	British Columbia Centre for Ability Association	Vancouver	HSA
Chemainus Health Care Centre	Cerebral Palsy Association of Prince George and District, The	Prince George	HSA
Chetwynd General Hospital	Vancouver Island Health Authority	Chemainus	HSA
Child Development Centre of Fort St. John and District	Northern Health Authority	Chetwynd	HSA
Chilliwack General Hospital	Child Development Centre Society of Fort St. John and District	Fort St. John	HSA
Columbia View Lodge Community Mental Health Services & Alcohol and Drug Treatment Centre	Fraser Health Authority	Chilliwack	HSA
Comox Valley Child Development Association	Interior Health Authority	Trail	HSA
Cormorant Island Community Health Centre	Interior Health Authority	Revelstoke	HEU
Cottonwoods Extended Care	Comox Valley Child Development Association	Courtenay	HSA
Cowichan District Hospital	Vancouver Island Health Authority	Alert Bay	HSA
Craigend Resthome	Interior Health Authority	Kelowna	HSA
Cranbrook Home Support Services	Vancouver Island Health Authority	Duncan	HSA
Creston Valley Hospital	Sayo Development Corporation	Burnaby	HEU
	Interior Health Authority	Cranbrook	HSA
	Interior Health Authority	Creston	HSA

Cumberland Health Centre	Vancouver Island Health Authority	Cumberland	HSA
Dallas Out-Patient Clinic, The	Vancouver Island Health Authority	Victoria	BCGEU
David Lloyd-Jones Home	Interior Health Authority	Kelowna	HSA
Dawson Creek and District Hospital	Northern Health Authority	Dawson Creek	HSA
Deaf Children's Society	Deaf Children's Society of B.C.	Burnaby	HSA
Delta Centennial Hospital	Fraser Health Authority	Delta	HSA
Dogwood Lodge	Vancouver Coastal Health Authority	Vancouver	HSA
Dr. F. W. Green Memorial Home	Interior Health Authority	Cranbrook	HSA
Dr. Helmcken Memorial Hospital	Interior Health Authority	Clearwater	HSA
Dunrovin Park Lodge	Northern Health Authority	Quesnel	HSA
Eagle Park Health Care Facility	Vancouver Island Health Authority	Qualicum	HSA
Eagle Ridge Hospital and Health Care Centre	Fraser Health Authority	Port Moody	HSA
East Kootenay Addiction Services Society	East Kootenay Addiction Services Society	Cranbrook	BCGEU
East Kootenay Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Interior Health Authority	Cranbrook	BCGEU PEA
East Kootenay Regional Hospital	Interior Health Authority	Cranbrook	HSA
Echo Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Elizabeth Bagshaw Women's Clinic	Elizabeth Bagshaw Society	Vancouver	BCGEU
Elk Valley Hospital	Interior Health Authority	Fernie	HSA
Elkford Healthcare Centre	Interior Health Authority	Elkford	HSA

Fellburn Care Centre	Fraser Health Authority	Burnaby	HSA
Fernie and District Home Support	Interior Health Authority	Fernie	HSA
Fir Park Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Fort Alcohol and Drug Services Society	Fort Alcohol and Drug Services Society	Fort St. James	BCGEU
Fort Nelson General Hospital	Northern Health Authority	Fort Nelson	HSA
Fort St. John General Hospital & Health Centre	Northern Health Authority	Fort St. John	HSA
Fraser Canyon Hospital	Fraser Health Authority	Hope	HSA
Fraser Lake Diagnostic & Treatment Centre	Northern Health Authority	Fraser Lake	HSA
Fraser Valley Cancer Agency	British Columbia Cancer Agency Branch	Surrey	HSA
Fraser Valley Child Development Centre	Upper Fraser Valley Neurological Society	Abbotsford	HSA
Fraser Valley Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Fraser Health Authority	Abbotsford	BCGEU PEA
G.F. Strong Rehabilitation	Vancouver Coastal Health Authority	Vancouver	HSA
G.R. Baker Memorial Hospital	Northern Health Authority	Quesnel	HSA
G.R. Pearkes Centre for Children	Vancouver Island Health Authority	Victoria	HSA
George Derby Centre	George Derby Care Society	Burnaby	HSA
George Pearson Centre	Vancouver Coastal Health Authority	Vancouver	BCGEU HSA
German Canadian Care Home	German-Canadian Benevolent Society of B.C.	Vancouver	HSA
Glacier View Lodge	Glacier View Lodge Society	Courtenay	HSA
Glengarry Hospital	Vancouver Island Health Authority	Victoria	HSA

Gold River Health Clinic	Vancouver Island Health Authority	Gold River	HSA
Golden and District General Hospital	Interior Health Authority	Golden	HSA
Gorge Road Hospital	Vancouver Island Health Authority	Victoria	HSA
Greater Victoria Drug and Alcohol Rehabilitation	Vancouver Island Health Authority	Victoria	BCGEU
Heritage Village	Fraser Health Authority	Chilliwack	HSA
Hillside Lodge	Hillside Lodge Ltd.	Surrey	HEU
Holy Family Hospital	Providence Health Care Society	Vancouver	HSA
Houston Health Centre	Northern Health Authority	Houston	BCGEU HSA
Hudson's Hope Health Centre	Northern Health Authority	Hudson's Hope	HSA
Invermere and District Hospital	Interior Health Authority	Invermere	HSA
James Bay Community Project	James Bay Health and Community Services Society	Victoria	BCGEU
Kelly Care Centre	Interior Health Authority	Summerland	HSA
Kelowna General Hospital	Interior Health Authority	Kelowna	HSA
Kimberley Special Care Home	Interior Health Authority	Kimberley	HSA
Kinghaven Treatment Centre	Valley Recovery Support Association	Abbotsford	BCGEU
Kiro Manor	Interior Health Authority	Trail	HSA
Kitimat General Hospital	Northern Health Authority	Kitimat	HSA
Kiwanis Care Centre (North Vancouver)	Vancouver Coastal Health Authority	North Vancouver	HSA
Kootenay Boundary Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Interior Health Authority	Castlegar	BCGEU PEA



Kootenay Boundary Regional Hospital	Interior Health Authority	Trail	HSA
Kootenay Lake Hospital	Interior Health Authority	Nelson	HSA
Lady Minto Gulf Islands Hospital	Vancouver Island Health Authority	Salt Spring Island	HSA
Ladysmith and District General Hospital	Vancouver Island Health Authority	Ladysmith	HSA
Lakes District Hospital and Health Centre	Northern Health Authority	Burns Lake	HSA
Langley Memorial Hospital	Fraser Health Authority	Langley	HSA
Lillooet District Hospital	Interior Health Authority	Lillooet	HSA
Lions Gate Hospital	Vancouver Coastal Health Authority	North Vancouver	HSA
Little Mountain Place Care & Housing Society	Little Mountain Residential	Vancouver	HSA
Living Positive Resource Centre, Okanagan	Living Positive Resource Centre, Okanagan	Kelowna	HSA
Logan Lake Health Care Centre	Interior Health Authority	Logan Lake	HSA
Lookout Preschool	Lower Fraser Valley Cerebral Palsy Association	Delta	HSA
Louis Brier Home and Hospital	Jewish Home for the Aged of British Columbia	Vancouver	HSA
Mackenzie and District Hospital	Northern Health Authority	MacKenzie	HSA
Magnolia House	Vancouver Coastal Health Authority	North Vancouver	HSA
Maple Ridge Treatment Centre	Fraser Health Authority	Maple Ridge	BCGEU
Marguerite Dixon Transition Society	Marguerite Dixon Transition Society	Burnaby	HSA
Masset Hospital	Northern Health Authority	Queen Charlotte City	HSA
Matsqui-Sumas-Abbotsford General Hospital	Fraser Health Authority	Abbotsford	HSA

McBride and District Hospital	Northern Health Authority	McBride	HSA
Mills Memorial Hospital	Northern Health Authority	Terrace	HSA
Mission Memorial Hospital	Fraser Health Authority	Mission	HSA
Mount Saint Joseph Hospital	Providence Health Care Society	Vancouver	HSA
Mount Saint Mary Society	Marie Esther Society, The	Victoria	HSA
Mount Tolmie Hospital	Vancouver Island Health Authority	Victoria	HSA
Mount Waddington Alcohol & Drug/Mental Health Programs	Vancouver Island Health Authority - Central/North Island	Port McNeill	HSA
MPA - Motivation, Power & Achievement Society	MPA - Motivation, Power & Achievement Society	Vancouver	HSA
N.O.N.A. Child Development Centre	North Okanagan Neurological Association	Vernon	HSA
Nanaimo Community Mental Health Services	Vancouver Island Health Authority	Nanaimo	HSA
Nanaimo Public Health	Vancouver Island Health Authority	Nanaimo	BCGEU
Nanaimo Regional General Hospital	Vancouver Island Health Authority	Nanaimo	HSA
Nechako Valley Community Services Society	Nechako Valley Community Services Society	Vanderhoof	HSA
Nelson & District Home Support Services	Interior Health Authority	Nelson	HSA
Nelson Jubilee Manor	Interior Health Authority	Nelson	HSA
Nicola Valley General Hospital	Interior Health Authority	Merritt	HSA
North Island Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	Cumberland	BCGEU PEA

North Shore/Coast Garibaldi Health Services Delivery Area - Community Health (Continuing/ Public/Mental)	Vancouver Coastal Health Authority	North Vancouver	BCGEU CUPE HSA PEA
North Shore/Coast Garibaldi Health Services Delivery Area - Community Health (Continuing/Public/ Mental) (Gibsons)	Vancouver Coastal Health Authority	Gibsons	BCGEU PEA
Northeast Health Services Delivery Area - Community Health (Continuing/Public/ Mental)	Northern Health Authority	Dawson Creek	BCGEU PEA
Northern Interior Health Services Delivery Area - Community Health (Continuing/ Public/Mental) Prince George	Northern Health Authority	Prince George	BCGEU PEA
Northern Interior Health Services Delivery Area - Community Health (Continuing/ Public/Mental) Quesnel	Northern Health Authority	Quesnel	BCGEU PEA
Northwest Health Services Delivery Area - Community Health (Continuing/Public/ Mental)	Northern Health Authority	Terrace	BCGEU PEA
Okanagan - Similkameen Neurological Society Child Development Centre	Okanagan - Similkameen Neurological Society	Penticton	HSA

Okanagan Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Kelowna)	Interior Health Authority	Kelowna	BCGEU PEA
Okanagan Health Services Delivery Area - Community Health (Continuing/Public/Mental) (Vernon)	Interior Health Authority	Vernon	BCGEU PEA
Omineca Lodge Retirement Home	Northern Health Authority	Vanderhoof	HSA
Open Door/SIL Programs	Vancouver Island Health Authority	Duncan	BCGEU
Overlander Extended Care Hospital	Interior Health Authority	Kamloops	HSA
Pacifica Treatment Centre Society	Pacifica Treatment Centre Society	Vancouver	BCGEU
Parkholm Lodge	Fraser Health Authority	Chilliwack	HSA
Parkview Place	Interior Health Authority	Armstrong	HSA
Peace Arch Hospital	Fraser Health Authority	White Rock	HSA
Peardonville House Treatment Centre	Valley Recovery Support Association	Abbotsford	BCGEU
Pemberton Health Centre	Vancouver Coastal Health Authority	Pemberton	HSA
Peninsula Community Association	Peninsula Community Association	Sidney	BCGEU
Penticton Regional Hospital	Interior Health Authority	Penticton	HSA
Phoenix Centre	Kamloops Society for Alcohol and Drug Services	Kamloops	BCGEU
Pioneer House	Pioneer Community Living Association	New Westminster	HSA
Pleasant Valley Health Centre & Pleasant Valley Manor	Interior Health Authority	Armstrong	HSA

Ponderosa Lodge	Interior Health Authority	Kamloops	HSA
Port Alberni Association for Children with Development Disabilities	Port Alberni Association for Children with Development Disabilities	Port Alberni	HSA
Port Alberni Drug and Alcohol Counselling Service Society	Port Alberni Drug and Alcohol Counselling Service Society	Port Alberni	BCGEU
Port Alberni Public Health	Vancouver Island Health Authority	Port Alberni	BCGEU
Port Alice Hospital	Vancouver Island Health Authority	Port Alice	HSA
Port Hardy Hospital	Vancouver Island Health Authority	Port Hardy	HSA
Port McNeill and District Hospital	Vancouver Island Health Authority	Port McNeill	HSA
Positive Women's Network, The	Positive Women's Network, The	Vancouver	HSA
Pouce Coupe Care Home	Northern Health Authority	Pouce Coupe	HSA
Powell River General Hospital	Vancouver Coastal Health Authority	Powell River	HSA
Prince George Alcohol and Drug Services	Northern Health Authority	Prince George	BCGEU
Prince George Regional Hospital	Northern Health Authority	Prince George	HSA
Prince Rupert Regional Hospital	Northern Health Authority	Prince Rupert	HSA
Princeton General Hospital	Interior Health Authority	Princeton	HSA
Priory Hospital Authority	Vancouver Island Health Authority	Victoria	HSA
Queen Alexandra Centre	Vancouver Island Health Authority	Victoria	HSA
Queen Charlotte Islands General Hospital	Northern Health Authority	Queen Charlotte City	HSA
Queen Charlotte Islands Health Centre	Northern Health Authority	Masset	BCGEU
Queen Victoria Hospital	Interior Health Authority	Revelstoke	HSA

Queen's Park Care Centre	Fraser Health Authority	New Westminster	HSA
Quesnel and District Child Development Centre	Quesnel and District Child Development Centre	Quesnel	HSA
R.W. Large Memorial Hospital	United Church of Canada, R.W. Large Memorial Hospital	Waglisla	HSA
Richmond Addiction Services	Richmond Addiction Services Society	Richmond	HEU
Richmond Hospital (The)	Vancouver Coastal Health Authority	Richmond	HSA
Richmond Lions Manor	Vancouver Coastal Health Authority	Richmond	HSA
Richmond Mental Health Services	Vancouver Coastal Health Authority	Richmond	HSA
Ridge Meadows Child Development Centre	Ridge Meadows Child Development Centre Society	Maple Ridge	HSA
Ridge Meadows Hospital And Health Care Centre	Fraser Health Authority	Maple Ridge	HSA
Rocky Mountain Lodge	Interior Health Authority - East Kootenay	Cranbrook	HSA
Rosewood Manor	Richmond Intermediate Care Society	Richmond	HSA
Royal Ascot Care Centre	Royal Ascot Care Centre Ltd.	Vancouver	HSA
Royal Columbian Hospital	Fraser Health Authority	New Westminster	HSA
Royal Inland Hospital	Interior Health Authority	Kamloops	HSA
Royal Jubilee Hospital	Vancouver Island Health Authority	Victoria	HSA
Saanich Peninsula Hospital	Vancouver Island Health Authority	Saanichton	HSA
Sagebrush Lodge	Interior Health Authority	Osoyoos	BCGEU
Shorncliffe Authority	Vancouver Coastal Health	Sechelt	HSA
Shuswap Lake General Hospital	Interior Health Authority	Salmon Arm	HSA

Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	New Westminster	CUPE
Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	Burnaby	CUPE
Simon Fraser Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Fraser Health Authority	New Westminster	BCGEU CUPE PEA
Simon Fraser Lodge	Simon Fraser Lodge Inc.	Prince George	HEU
Slocan Community Health Centre	Interior Health Authority	New Denver	HSA
South Fraser Child Development Centre	Lower Fraser Valley Cerebral Palsy Association	Surrey	HSA
South Fraser Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Fraser Health Authority	Surrey	BCGEU PEA
South Island Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	Victoria	BCGEU CUPE PEA
South Okanagan General Hospital	Interior Health Authority	Oliver	HSA
South Peace Child Development Centre	South Peace Child Development Society	Dawson Creek	HSA
South Similkameen Health Centre	Interior Health Authority	Keremeos	HSA
Sparwood General Hospital	Interior Health Authority	Sparwood	HSA
Squamish General Hospital/Hilltop House	Vancouver Coastal Health Authority	Squamish	HSA
Squamish Speech and Language Services	Vancouver Coastal Health Authority	Gibsons	HSA

St. Bartholomew's Hospital	Interior Health Authority	Lytton	HSA
St. John Hospital	Northern Health Authority	Vanderhoof	HSA
St. Joseph's General Hospital	Bishop of Victoria	Comox	HSA
St. Mary's Hospital [Sechelt]	Vancouver Coastal Health Authority	Sechelt	HSA
St. Michael's Centre	St. Michael's Centre Hospital Society	Burnaby	HSA
St. Paul's Hospital	Providence Health Care Society	Vancouver	HSA
St. Vincent's Hospital - Brock Fahrni Pavilion	Providence Health Care Society	Vancouver	HSA
St. Vincent's Hospital - Langara	Providence Health Care Society	Vancouver	HSA
Stikine Health Centre	Northern Health Authority	Dease Lake	HSA
Stuart Lake General Hospital	Northern Health Authority	Vanderhoof	HSA
Summerland Health Centre	Interior Health Authority	Summerland	HSA
Sunny Hill Health Centre for Children	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
Sunset Lodge	Governing Council of the Salvation Army in Canada, Sunset Lodge, The	Victoria	HSA
Sunshine Coast Home Support	Vancouver Coastal Health Authority	Sechelt	HSA
Surrey Memorial Hospital	Fraser Health Authority	Surrey	HSA
Tahsis Hospital	Vancouver Island Health Authority	Tahsis	HSA
Terraceview Lodge	Northern Health Authority	Terrace	BCGEU
THEO BC	B.C. Society of Training for Health and Employment Opportunities	Various	HSA
Thompson Nicola Family Resource Society	Thompson Nicola Family Resource Society	Kamloops	HSA



Thompson/Cariboo Health Services Area - Community Health (Continuing/Public/Mental) (Kamloops)	Interior Health Authority	Kamloops	BCGEU PEA
Thompson/Cariboo Health Services Area - Community Health (Continuing/Public/Mental) (Williams Lake)	Interior Health Authority	Williams Lake	BCGEU PEA
Three Links Care Centre	Three Links Care Society, The	Vancouver	HEU
Tofino General Hospital	Vancouver Island Health Authority	Tofino	HSA
Trail & District Hospice Palliative Care Program	Interior Health Authority	Trail	BCNU
Trillium Lodge	Vancouver Island Health Authority	Parksville	HSA
Trinity Centre	Interior Health Authority	Penticton	HSA
Tumbler Ridge Health Centre	Northern Health Authority	Tumbler Ridge	HSA
Upper Fraser Valley Infant Development Program	Upper Fraser Valley Neurological Society	Abbotsford	HSA
Valemount Health Centre	Northern Health Authority	Valemount	HSA
Vancouver Cancer Centre	British Columbia Cancer Agency Branch	Vancouver	HSA
Vancouver Coastal Health Authority - Public Health, Continuing Care, Community Care (Richmond) CUPE	Vancouver Coastal Health Authority	Richmond	BCGEU CUPE
Vancouver Community Mental Health Service Division	Vancouver Coastal Health Authority	Vancouver	HSA

Vancouver Health Services Delivery Area - Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	Vancouver	CUPE
Vancouver Hospital, UBC Pavilions	Vancouver Coastal Health Authority	Vancouver	HSA
Vancouver Hospital, 12th & Oak Pavilions	Vancouver Coastal Health	Vancouver	HSA
Vancouver Island Cancer Centre	British Columbia Cancer Agency Branch	Victoria	HSA
Vernon Jubilee Hospital	Interior Health Authority	Vernon	HSA
Victoria Arthritis Centre	Arthritis Society, The	Victoria	HSA
Victoria General Hospital	Vancouver Island Health Authority	Victoria	HSA
Victoria Rest Home	Victoria Rest Home Ltd.	New Westminster	HSA
West Coast Alternatives Society, The	West Coast Alternatives Society, The	North Vancouver	BCGEU
West Coast General Hospital	Vancouver Island Health Authority	Port Alberni	HSA
Wicks Road Group Home	Interior Health Authority	Duncan	BCGEU
Williams Lake Alcohol and Drug Program	Interior Health Authority	Williams Lake	BCGEU
Wisteria House Program	Vancouver Island Health	Duncan	BCGEU
Wrinch Memorial Hospital	United Church of Canada, Wrinch Memorial Hospital	Hazelton	HSA
Youville Residence Society	Providence Health Care	Vancouver	HSA

## SUBJECT INDEX

This index is published for the convenience of those referring to provisions of the collective agreement. The parties do not intend the index itself to have any significance in the interpretation of the collective agreement.

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