

DRAFT

Provincial Agreement

b e t w e e n

**Health Science Professionals
Bargaining Association**

a n d



April 1, 2012 – March 31, 2019

DRAFT

**PROVINCIAL
AGREEMENT**

between

**THE HEALTH SCIENCE PROFESSIONALS
BARGAINING ASSOCIATION**

and



April 1, 2012 – March 31, 2019

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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.

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). Effective September 1, 2013, 'hourly rate' means an employees' monthly salary multiplied by 12 and divided by 1957.5 (261 work days X 7.5).

Note: September 1, 2013 is used throughout the Provincial Agreement as the date of implementation of the 37.5 hour work week as a convenience. This should be read as the actual implementation date which may have been before September 1, 2013 or in the case of Northern Health Authority as late as November 1, 2013.

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.)

Effective September 1, 2013, shift length for full hours of work as provided in Article 24.01 will be seven point five (7.5). (For shifts in excess of seven point five (7.5), 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 [37.5 effective September 1, 2013] 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 [1957.5 effective September 1, 2013] 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) [one hundred and eighty (180) effective September 1, 2013] 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 except 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 [978.75 effective September 1, 2013] 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 [978.75 effective September 1, 2013] 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 12.6% 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 after September 1, 2013, one increment for every 1879.2 hours worked after September 30, 1993 and before September 1, 2013 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 <u>and after the first</u>	
<u>pay period prior to September 1, 2013)</u>	
<u>163.125</u>	

* Total hours worked
(for hours worked U the
first pay period prior to
September 30, 1993 <u>and the first pay period</u>
<u>prior to September 1, 2013)</u>
<u>156.6</u>

If the remainder exceeds seventy-eight (78) [eighty-one (81) effective September 1, 2013] hours, the employee will be given credit for a full month.

If the remainder is seventy-eight (78) [eighty-one (81) effective September 1, 2013] 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 at which the steward shall provide new employees with the name, location and work phone number (if applicable) of the steward, 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 maintain 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) four hundred and eighty-nine (489) effective September 1, 2013 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) four hundred and eighty-nine (489) effective September 1, 2013 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 37.5 effective September 1, 2013 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 health organization seniority only (except as modified by 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 Arbitration Principles

- (a) Either party to this Agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to an arbitrator.
- (b) The arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (c) The objects and purposes of this Article is to encourage an open exchange of information in the interest of resolving disputes, and to provide a fair and expeditious resolution of grievances.

- (d) The parties agree to take all reasonable steps to ensure that grievances which are referred to arbitration shall be dealt with without undue delay.
- (e) At least thirty (30) 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.
- (f) 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.
- (g) 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.
- (h) The decision of the arbitrator shall be final and binding on both parties.
- (i) The expenses and compensation of the arbitrator shall be shared equally by the parties.
- (j) The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitrator, provided the dispute involves an Employer, and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union.

8.02 Full Arbitration Process

- (a) Either party may refer a matter to arbitration under the full arbitration process by notifying the other party of its intent to arbitrate and the arbitrator(s) it proposes from the following list of approved full arbitration process arbitrators:
 1. David McPhillips
 2. Mark Brown
 3. Joan Gordon
 4. John Hall
 5. Judi Korbin
 6. Vince Ready
 7. Wayne Moore
 8. Colin Taylor
 9. John Kinzie
 10. Stanley Lanyon
- (b) The recipient of the referral and the notice to arbitrate shall respond within fourteen (14) calendar days regarding the proposed arbitrator(s). If the parties do not reach agreement on an arbitrator within a further thirty (30) calendar days, either party may request the appointment of an arbitrator pursuant to Section 86 of the Labour Relations Code.
- (c) The parties recognize the importance of the timely resolution of matters referred to full arbitration and accordingly agree to strictly adhere to the timelines set out in Article 8.02(b).

8.03 Employee Dismissal/Suspension Fast-Track Arbitration Process

- (a) The parties recognize the need for timely and efficient resolution to disputes arising from employee dismissals or suspensions for five (5) days or longer, and to utilize arbitrators who are approved by the parties to resolve and adjudicate such disputes. Grievances pertaining to such disputes that remain unresolved following the Stage 3 grievance meeting may be referred to fast-track arbitration process. Upon receipt of either party's notification of such a referral, HEABC and the Union shall select an arbitrator on a rotational basis from the following list of approved fast-track arbitrators:
 1. Judi Korbin
 2. Mark Brown

3. David McPhillips
 4. Joan McEwen
 5. Wayne Moore
- (b) Unless the parties agree otherwise, the fast-track arbitration process shall consist of two stages:
1. a mediation and case management session conducted by the fast-track arbitrator; and
 2. where required, a hearing of the merits conducted by the fast-track arbitrator.
- (c) The fast-track arbitrator shall commence a mediation and case management session within thirty (30) days of notification of her or his appointment. If an arbitrator who would otherwise be appointed on a rotational basis is not available to commence the mediation and case management session within thirty (30) days, the parties shall select the next fast-track arbitrator from the list who is available to do so.
- (d) If the parties are unable to resolve the dispute during the mediation and case management session:
1. a hearing of the merits shall commence within thirty (30) days of the completion of the mediation and case management session; and
 2. the fast-track arbitrator may direct the parties to take reasonable steps as specified by the arbitrator to expedite the hearing of the merits.
- (e) It is understood that it is not the intention of HEABC and the Association to refer disputes arising from employee dismissals or suspensions for five (5) days or longer to expedited arbitration under Section 104 of the Labour Relations Code.

8.04 Expedited Arbitration Process

- (a) Any grievance is eligible to be referred by a Union or an Employer to the expedited arbitration process described below unless the grievance:
1. concerns a dismissal;
 2. concerns a rejection on probation;
 3. is a policy grievance;
 4. requires interpretation of the collective agreement;
 5. requires presentation of extrinsic evidence;
 6. is expected to produce a preliminary objection unrelated to the eligibility or suitability for expedited arbitration;
 7. concerns classification matters; or
 8. is determined to be otherwise unsuitable for expedited arbitration.
- (b) Any objection to a grievance's eligibility for expedited arbitration will be decided by the expedited arbitrator selected to hear the grievance. If she or he determines that the grievance is not eligible for expedited arbitration it may be heard by another arbitrator under the full arbitration process set out in Article 8.02.
- (c) The expedited arbitrators shall be selected on a rotational basis from the following list:
1. Judi Korbin
 2. Mark Brown
 3. Stanley Lanyon
 4. Corinn Bell
 5. Julie Nichols

- (d) The expedited arbitrator shall commence the hearing within thirty (30) days of notification of her or his appointment. If an expedited arbitrator who would otherwise be appointed on a rotating basis is not available to commence an expedited arbitration within the thirty (30) days, the parties shall select the next arbitrator from the list who is available to commence an expedited arbitration within thirty (30) days.
- (e) The above named expedited arbitrators shall be used on a rotational basis at each Health Authority/Health Organization.
- (f) As the expedited arbitration process is intended to be informal, outside legal counsel will not be used to represent either party. Employers may use HEABC staff to represent them.
- (g) 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.
- (h) Prior to rendering a decision, the expedited arbitrator may assist the parties in mediating a resolution to the grievance.
If mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (i) The decision of the expedited arbitrator is to be completed on the agreed to form and mailed to the parties within seven (7) days of the hearing.
- (j) All decisions of the expedited 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.
- (k) All settlements of matters referred to expedited arbitration shall be without prejudice.
- (l) 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 Employer may implement electronic job postings and employee application for job posting in place of or in conjunction with paper posting.

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 [7.5 effective September 1, 2013] 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

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.

(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 – Worksite

- (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 (5) 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 20 – 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.

10.06 Retention of Seniority and Benefits on Lay-Off

Laid off employees with more than three (3) months' service shall retain their seniority and benefits for a period of one (1) 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 (3) 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 five (5) years service – twenty-eight (28) calendar days notice
or
regular pay for one hundred and forty-four (144) [one hundred and fifty (150) effective September 1, 2013] work hours.
- (ii) Minimum of five (5) but less than ten (10) years service – forty (40) calendar days notice
or
regular pay for two hundred and sixteen (216) [two hundred and twenty-five (225) effective September 1, 2013] work hours.
- (iii) More than ten (10) years service – sixty (60) calendar days notice
or
regular pay for two hundred and eighty-eight (288) [three hundred (300) effective September 1, 2013] 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:

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

Effective September 1, 2013:

$$\frac{\text{hours paid per month* (excluding overtime)}}{\text{x (work hours) in lieu of notice}} = 163.125$$

* Includes leave without pay up to one hundred and forty-four (144) [150 effective September 1, 2013] 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:

$$\frac{\text{Total Hours Paid* (excluding overtime)}}{1879.2}$$

Effective September 1, 2013:

Total Hours Paid* (excluding overtime)

1957.5

* Includes leave without pay up to one hundred and forty-four (144) [150 effective September 1, 2013] working hours. (Reference: Article 22.02.)

For calculation purposes, all hours worked before the first pay period prior to September 30, 1993 and after September 1, 2013 will be divided by 1957.5 hours, and hours worked after the first pay period prior to September 30, 1993 and before the first pay period prior to September 1, 2013 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 twenty-one point six (21.6) [twenty-two point five (22.5) effective September 1, 2013] 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 fourteen point four (14.4) [fifteen (15) effective September 1, 2013] 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 37.5 effective September 1, 2013 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 37.5 effective September 1, 2013 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 or employment and are approved by the employer. 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) one hundred and sixty-three point one two five (163.125) effective September 1, 2013 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 – MATERNITY AND PARENTAL LEAVE

18.01 Maternity Leave

- (A) A regular employee shall be granted seventeen (17) consecutive 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.
- (B) **Sick Leave Provisions**
Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits provided the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (C) **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.
- (D) **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 Parental Leave

- (A) Upon written request, a regular employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case an employee who takes leave pursuant Article 18.01).
- (B) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01) parental leave between them.
- (C) Leave taken under this clause shall commence:
 (a) In the case of an employee who takes leave pursuant to Article 18.01, immediately following the conclusion of that leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant;
 (b) In the case of an Other Parent, following the birth or adoption of the child and concluding within the fifty-two (52) week period after the birth date or adoption of the child. "Other Parent" is defined as either the spouse (as defined in Article 1) of the birth mother or a biological or an adoptive parent. Such leave request must be supported by the appropriate documentation.

18.03 Parental Leave – Special Circumstances

- (A) 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, a regular employee may apply for up to five (5) additional weeks parental leave without pay. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 18.02 ends.

- (B) An employee who takes leave pursuant to Article 18.01 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 or Article 18.02.
- (C) An employee's maximum combined entitlement to leave under this Article is limited to forty-two (42) weeks for employees eligible for leave under Article 18.02, and sixty-three (63) weeks for employees eligible for leave under both Article 18.01 and 18.02.

18.04 Benefits Continuation

- (A) For leaves taken pursuant to Article 18.01 and 18.02, 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 the leaves taken pursuant to Article 18.01, 18.02 and 18.03, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- (C) Any further leave granted will be unpaid leave without any benefits.

18.05 Notice Required

An employee shall make every effort to give at least four (4) weeks' notice prior to the commencement of leave pursuant to Article 18.01 and 18.02, and at least fourteen (14) days' notice of her/his intention to return to work prior to the termination of the leave.

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.

18.06 Return to Employment

An employee resuming employment after a leave of absence pursuant to Article 18.01, 18.02 and 18.03 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.

18.07 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.

18.08 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 leave pursuant to the Article 18.01.
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-related condition, and that she is unable to attend at work to perform her duties.
The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.
5. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
 - (a) not be in receipt of sick leave benefits;
 - (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
 - (c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
 - i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
 - ii) she works less than the required number of hours (15 hours per week); or
 - iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.
6. The Plan will continue in effect until a new 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.

18.09 Casual Employees

Casual employees shall not be required to be available for shifts for fifty-two (52) weeks following the birth or adoption of a child. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for an additional eleven (11) weeks for a combined maximum of up to sixty-three (63) weeks. The employer shall not terminate casual employment for the duration of this period as a result of this Article.

Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the Employer with notice consistent with Article 18.05.

ARTICLE 19 – LEAVE – SICK

19.01 Accumulation

Employees shall receive ten point eight (10.8) [eleven point two-five (11.25) effective September 1, 2013] 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 [1170 effective September 1, 2013] 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 thirty-six (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:

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

Effective September 1, 2013:

$$\frac{\text{Hours paid per month* (excluding overtime) x 11.25 hours}}{163.125}$$

- * Includes leave of absence without pay up to one hundred and forty-four (144) [one hundred and fifty (150) effective September 1, 2013] 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 twenty-one point six (21.6) [twenty-two point five (22.5) effective September 1, 2013] 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 [150 hours effective September 1, 2013] hours at the rate of 3.6 [3.75 effective September 1, 2013] hours every four weeks.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 144 [150 hours effective September 1, 2013] hours (20 days X 7.2 [7.5 effective September 1, 2013] 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 [150 hours effective September 1, 2013] hours, no further credit shall be earned until the accumulated balance is reduced below 144 [150 hours effective September 1, 2013] hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 144 [150 hours effective September 1, 2013] hours.

20.02 Application

Special leave shall be granted as follows:

- (a) marriage leave – 36 [37.5 effective September 1, 2013] hours;
- (b) to attend child birth or adoption-related child placement, for employees who are “Other Parents” as defined in Article 18.02(C) – 7.2 [7.5 effective September 1, 2013] hours;
- (c) to provide care to an immediate family member who has a serious illness – up to 14.4 [15 hours effective September 1, 2013] hours at one time;
- (d) leave of 7.2 [7.5 effective September 1, 2013] hours may be added at one time to 21.6 hours compassionate leave;
- (e) leave of 7.2 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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	<u>Family Day</u>

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

$$\frac{\text{hours paid (*) per anniversary year} \\ \text{(excluding overtime) x 86.4 hours x regular pay}}{1879.2 \text{ hours}}$$

Effective September 1, 2013:

$$\frac{\text{hours paid (*) per anniversary year} \\ \text{(excluding overtime) x 90 hours x regular pay}}{1957.5 \text{ hours}}$$

* Includes leave without pay up to one hundred and forty-four (144) [one hundred and fifty (150) effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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) [7.5 effective September 1, 2013] hours worked and shall receive another seven point two (7.2) [7.5 effective September 1, 2013] 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 [150 effective September 1, 2013] working hours or less in any year shall continue to accumulate all benefits. Any excess over 144 [150 effective September 1, 2013] 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

1879.2

Effective September 1, 2013:

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

1957.5

* Includes leave without pay up to one hundred and forty-four (144) [one hundred and fifty (150) effective September 1, 2013] 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
144.0 work hours after 5 years of continuous service
151.2 work hours after 6 years of continuous service
158.4 work hours after 7 years of continuous service
165.6 work hours after 8 years of continuous service
172.8 work hours after 9 years of continuous service
180.0 work hours after 10 years of continuous service
187.2 work hours after 11 years of continuous service
194.4 work hours after 12 years of continuous service
201.6 work hours after 13 years of continuous service

208.8 work hours after 14 years of continuous service
216.0 work hours after 15 years of continuous service
223.2 work hours after 16 years of continuous service
230.4 work hours after 17 years of continuous service
237.6 work hours after 18 years of continuous service
244.8 work hours after 19 years of continuous service
252.0 work hours after 20 years of continuous service
259.2 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

Effective September 1, 2013:

150.0 work hours after 1 year of continuous service
150.0 work hours after 2 years of continuous service
150.0 work hours after 3 years of continuous service
150.0 work hours after 4 years of continuous service
150.0 work hours after 5 years of continuous service
157.5 work hours after 6 years of continuous service
165.0 work hours after 7 years of continuous service
172.5 work hours after 8 years of continuous service
180.0 work hours after 9 years of continuous service
187.5 work hours after 10 years of continuous service
195.0 work hours after 11 years of continuous service
202.5 work hours after 12 years of continuous service
210.0 work hours after 13 years of continuous service
217.5 work hours after 14 years of continuous service
225.0 work hours after 15 years of continuous service
232.5 work hours after 16 years of continuous service
240.0 work hours after 17 years of continuous service
247.5 work hours after 18 years of continuous service
255.0 work hours after 19 years of continuous service
262.5 work hours after 20 years of continuous service
270.0 work hours after 21 years of continuous service
277.5 work hours after 22 years of continuous service
285.0 work hours after 23 years of continuous service
292.5 work hours after 24 years of continuous service
300.0 work hours after 25 years of continuous service
307.5 work hours after 26 years of continuous service
315.0 work hours after 27 years of continuous service
322.5 work hours after 28 years of continuous service
330.0 work hours after 29 years of continuous service
337.5 work hours after 30 years of continuous service

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

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

Effective September 1, 2013:

$$\frac{\text{hours paid (*) to June 30 inclusive (excluding overtime)} \times \text{yearly vacation entitlement}}{1957.5}$$

- * Includes leave without pay up to one hundred and forty-four (144) [one hundred and fifty (150) effective September 1, 2013] 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 [37.5 effective September 1, 2013] 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 [75 effective September 1, 2013] 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 [112.5 effective September 1, 2013] 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 [112.5 effective September 1, 2013] 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 [112.5 effective September 1, 2013] 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.

23.11 Vacation Carryover for Parents

A regular employee on leave pursuant to Article 18 may carryover all or part of his/her accumulated vacation for use within six (6) months of completion of the leave subject to operational requirements.

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).

Effective September 1, 2013, there shall be an average of thirty-seven and one-half (37.5) work hours per week, exclusive of meal periods. The normal daily full shift hours shall be seven point five (7.5) hours, or a mutually agreed equivalent. (Reference Memorandum of Agreement Re: Extended Work Day or Extended Work Week). Employers shall have discretion to implement a thirty-seven and one-half (37.5) hour work week prior to September 1, 2013.

The base day for benefit calculation purposes is seven point five (7.5) hours.

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 thirty (30) minutes shall be scheduled during each full shift. The meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without a meal break.

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 ten (10) hours and receives thirty (30) minutes for a meal period exclusive of the shift, then the employee shall receive thirty (30) minutes of straight time pay;
- (ii) the employee is scheduled to work a shift of less than ten (10) hours and does not receive thirty (30) minutes for a meal period exclusive of the shift, then the employee shall receive

regular pay for the shift worked plus thirty (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 ten (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) [7.5 effective September 1, 2013] 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) [7.5 effective September 1, 2013] 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-two cents (52¢) per kilometre will be paid with a minimum of two dollars (\$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. Effective January 1, 2014, the night shift premium shall be \$3.50 per hour.

The shift premiums shall apply to overtime hours worked during the evening or night shift.

The weekend premium shall be \$1.00 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective January 1, 2014, the weekend shift premium shall be \$2.00 per hour.

Shift premium is payable only when one-half or more than one-half 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 one-half or more than one-half 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 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

Call-backs are only warranted when the work requested is of an emergent or urgent nature (reference Letter of Understanding re: Improving Quality and Safety Through the Appropriate use of On-call and Call-backs). An employee may not refuse work on the basis that she believes it does not conform with this definition.

If an employee or a group of employees believes a pattern or recurring incidents of unwarranted call-back occurred, the employee(s) shall be provided the opportunity to report such incidents to the Employer without reprisal.

The employee or group of employees may request a meeting to discuss the pattern or recurring incidents of unwarranted call-back. Such meeting will occur within 30 days of the request and will include a designate of the employer in a position to effect a resolution. Upon request by the employee(s), a steward will be invited to attend. The grievance and arbitration process shall not be utilized to determine whether call-backs are of an emergent or urgent nature.

If an employer has established a specific reporting process for improper use of call-back, the employee will report in accordance with the employer's practice and policy, regardless of whether the matter is reported in accordance with this Article.

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-two cents 52¢ 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 eight (8) consecutive hours off duty between ten (10) 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 eight (8) 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 eight (8) 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 one hundred and eighty (180) calendar days in a Facility where the Union is certified, including the original Facility, 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 three hundred and sixty-five (365) 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) [one thousand one hundred and seventy (1170) effective September 1, 2013] 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 dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (c) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- (d) The medical plan becomes effective on the first of the calendar month following 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 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) Pharmacare Tie-In with Bluenet
Effective September 1, 2013, the parties agree to Pharmacare Tie-In with Bluenet and with the addition of coverage for Prometrium and standard oral contraceptive and injectables. Members continue to have the option of paying the price difference between the generic covered drug and the brand name equivalent. Employees will have a ninety (90) day grace period for maintenance pharmaceuticals.
(Note: This provision is impacted by Appendix 39 – Letter of Agreement re Pharmacare Tie-in)
 - (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) four hundred and eighty-nine (489) effective September 1, 2013 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.

The Health Authorities and Providence Health Care agree to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. Employees on leave to attend the modules of the program that are applicable to the employee according to the program will be without loss of pay or receive straight-time regular wages while attending.

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 reasonable 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 provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given leave without loss of pay to attend, or be paid at the applicable rate 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.

39.05 The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment.

To this end, each Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. These policies will be accessible to staff outlining expectations and consequences of inappropriate behaviour.

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, 2012 until its expiry date of March 31, 2019.

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, 2019.

Signed on Behalf of the Health Employers Association of British Columbia (2012-2014)

Michael Marchbank, President and Chief Exexecutive Officer

Adrienne Hook (Spokesperson), Executive Director, Strategic Negotiations

Matt Prescott, Manager, Labour Relations

Erin Cutler, Industry Lead, Strategic Negotiations

**Signed on Behalf of the Health Science Professionals Bargaining Association
Health Sciences Association (2012-2014)**

Val Avery, President

Jeanne Meyers (Spokesperson), Executive Director Legal Services and Labour Relations

B.C. Government & Service Employees' Union (2012-2014)

Darryl Walker, President

Frank Greenlay, Staff Representative

Professional Employees' Association (2012-2014)

Frank Kohlberger, President

Canadian Union of Public Employees (2012-2014)

Justin Schmid, National Representative

Hospital Employees' Union (2012-2014)

Bonnie Pearson, Secretary Business Manager

Dated this _____, day of _____ 2014.

Signed on Behalf of the Health Employers Association of British Columbia (2014-2019)

Michael Marchbank, President and Chief Exexecutive Officer

Adrienne Hook (Spokesperson), Executive Director, Strategic Negotiations

Erin Cutler, Legal Counsel

Shawn Johnston, Industry Lead, Strategic Negotiations

**Signed on Behalf of the Health Science Professionals Bargaining Association
Health Sciences Association (2014-2019)**

Val Avery, President

Jeanne Meyers (Spokesperson), Executive Director Legal Services and Labour Relations

B.C. Government & Service Employees' Union (2014-2019)

Darryl Walker, President

Frank Greenlay, Staff Representative

Professional Employees' Association (2014-2019)

Frank Kohlberger, President

Canadian Union of Public Employees (2014-2019)

Troy Clifford, National Representative

Hospital Employees' Union (2014-2019)

Bonnie Pearson, Secretary Business Manager

Dated this _____, day of _____ 2014.

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.

DRAFT

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^(MA)/Diagnostic Medical Sonographer^(MA)

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^(MA)

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 Medicine Technologist^(MA)

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^(MA)

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^(MA)

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^(MA)

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^(MA)
 Diagnostic Neurophysiology Technician^(MA)
 Diagnostic Technician^(MA)
 Electromyography Technician^(MA)
 Electronystagmography Technician^(MA)
 Neuromuscular Technician^(MA)
 Visual Function Assessment Unit Technician^(MA)

Note: ^(MA)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:

Aquatic Therapist – Staff	Level 8
Aquatic Therapist – Sole Charge	Level 9
Aquatic Therapist – Supervisor	Level 10
Art Therapist – Staff	Level 8
Art Therapist – Sole Charge	Level 9
Art Therapist – Supervisor	Level 10
Biomedical Engineering Technologist – Staff	Level 8
Biomedical Engineering Technologist – Senior	Level 10
<p>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.</p>	
Biomedical Engineering Technologist – Technical Consultant	
<p>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.</p> <p>The responsibility of the Biomedical Engineering Technologist – Technical Consultant and the Biomedical Engineering Technologist – Senior must be delegated in writing by the Employer.</p>	
Biomedical Engineering Technologist – Supervisor I	Level 10
<p>A Biomedical Engineering Technologist who supervises up to ten (10) Biomedical Engineering Technologist – Staff FTEs.</p>	
Biomedical Engineering Technologist – Supervisor II	Level 12
<p>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.</p>	
Note:	<p>An employer is not required to create a Biomedical Engineering Technologist – Technical Consultant or a Biomedical Engineering Technologist – Senior.</p>
Cardiology Technologist – Staff (Non-Diploma)	90% of Level 6
<p>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.</p>	
Cardiology Technologist – Staff (Diploma)	Level 6
<p>A Cardiology Technologist who has completed a CSCT recognized Diploma program.</p>	
Pacemaker Technologist – Staff	Level 8
<p>A Pacemaker Technologist delegated by the Employer to assess and program pacemakers, for the majority of time.</p>	

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).

Cardiology Technologist – Supervisor I	Level 8
A Cardiologist Technologist delegated by the Employer to supervise a staff of up to and including ten (10) FTE.	
Cardiology Technologist – Supervisor II	Level 9
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.
Child Life Specialist – Staff (Diploma)	Level 7
Child Life Specialist – Staff (Bachelor’s)	Level 8
Combined Laboratory/X-Ray Technologist – Staff (Diploma)	Level 5
Combined Laboratory/X-Ray Technologist – Working Without General Supervision	Level 6
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.	
Combined Laboratory/X-Ray Technologist – Supervisor	Level 7
Infant Development Program Consultant – Diploma	Level 6
Infant Development Program Supervisor – Diploma	Level 8
Infant Development Program Consultant – Bachelor’s	Level 8
Infant Development Program Supervisor – Bachelor’s	Level 10
Licensing Officer (Non-Degree)	Level 7
Licensing Officer (Bachelor’s)	Level 8
Licensing Officer – Sole Charge	Level 8
A Licensing Officer working for an Employer where there is no other regular full-time or regular part-time Licensing Officer employed.	
Licensing Officer – Student Supervision	Level 8
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.	
Licensing Officer – Supervisor I	Level 10
A Licensing Officer delegated by an Employer to supervise another Licensing Officer.	
Licensing Officer – Supervisor II	Level 11
A Licensing Officer delegated by an Employer to supervise a Licensing Officer – Supervisor I.	
Massage Therapist – Staff	Level 8
Massage Therapist – Sole Charge	Level 9
Massage Therapist – Supervisor	Level 10
Music Therapist – Staff	Level 8
Music Therapist – Sole Charge	Level 9
Music Therapist – Supervisor	Level 10

Orthopaedic Shoemaker	Level 7
Orthopaedic Shoemaker – Supervisor	Level 8
Orthoptist – Staff	Level 7
Orthoptist – Sole Charge	Level 8
Orthoptist – Supervisor	Level 9
Orthotics Intern	Level 4
Orthotics Technician Trainee	Level 2
Orthotics Technician – Staff	Level 4
Orthotics Technician – Senior	Level 6
Orthotics Technician – Sole Charge	Level 6
Registered Orthotics Technician – Staff	Level 5
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.	
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
Recreation Therapist – Diploma – Sole Charge/Senior	Level 7
Recreation Therapist – Diploma – Supervisor (a)	Level 8
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.	
Recreation Therapist – Diploma – Supervisor (b)	Level 10
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.	
Recreation Therapist – Bachelor's – Staff	Level 8
Recreation Therapist – Bachelor's – Sole Charge/Senior	Level 9
Recreation Therapist – Bachelor's – Supervisor (a)	Level 10
Recreation Therapist – Bachelor's – Supervisor (b)	Level 13
Remedial Gymnast – Staff	Level 8
Remedial Gymnast – Sole Charge or Senior	Level 9
Remedial Gymnast – Section Head	Level 10
Seating Devices Technician Trainee	Level 2
Seating Devices Technician – Staff	Level 4
Seating Devices Technician – Senior	Level 6
Seating Devices Technician – Sole Charge	Level 6
Registered Seating Devices Technician – Staff	Level 5
Registered Seating Devices Technician – Senior	Level 7
Registered Seating Devices Technician – Sole Charge	Level 7
Social Program Officer – Bachelor's	Level 8
A Social Program Officer position where the Employer requires a Bachelor's degree as a threshold qualification.	

Social Program Officer – Master’s	Level 11
A Social Program Officer position where the Employer requires a Master’s degree as a threshold qualification.	
Social Program Officer – Supervisor I	Level 14
A Social Program Officer position where the incumbent supervises up to and including eight (8) Health Sciences Professional FTEs.	
Social Program Officer – Supervisor II	Level 15
A Social Program Officer position where the incumbent supervises more than eight (8) Health Sciences Professional FTEs.	
<p>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.</p> <p><u>Where the number of Paramedical FTE who directly report to a Social Program Officer position exceeds eight (8) by 50% or more, an additional 5% will be paid above the Miscellaneous Rate Grid Level 15.</u></p>	
Speech/Language Pathologist – Bachelor Degree	Level 10
Testing Technician – Psychometrist	Level 7
Vocational Counsellor – Staff (Bachelor's)	Level 8
Vocational Counsellor – Staff (Master's)	Level 11
Vocational Counsellor – Chief (Master's)	Level 13

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

WAGE SCHEDULE

2012-2019 HEABC / Health Science Professionals Bargaining Association Wage Schedule

Wage rates will increase starting the first pay period after the following dates and at the respective rates:

- | | |
|--------------------|------------------------------------|
| ▪ March 6, 2013 | 2.0% |
| ▪ April 1, 2013 | 1.0% |
| ▪ April 1, 2015 | 1.0% |
| ▪ February 1, 2016 | Economic Stability Dividend |
| ▪ April 1, 2016 | .5% |
| ▪ February 1, 2017 | 1.0% + Economic Stability Dividend |
| ▪ April 1, 2017 | .5% |
| ▪ February 1, 2018 | 1.0% + Economic Stability Dividend |
| ▪ April 1, 2018 | .5% |
| ▪ February 1, 2019 | 1.0% + Economic Stability Dividend |

As the wage rates are subject to revision based on negotiated contingencies, including the economic stability dividend, an addendum to the collective agreement will be printed containing the wage scales when those wage rates as soon as available.

WAGE SCHEDULE
2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule

Effective First Pay Period after March 6, 2013

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
2	Monthly	3470	3644	3812	3982	4139	4330
	Bi-Weekly	1595	1675	1753	1831	1903	1991
	Hourly	22.16	23.27	24.34	25.43	26.43	27.65
3	Monthly	3601	3782	3954	4133	4299	4492
	Bi-Weekly	1656	1739	1818	1900	1977	2065
	Hourly	22.99	24.15	25.25	26.39	27.45	28.68
4	Monthly	3739	3925	4102	4289	4464	4660
	Bi-Weekly	1719	1805	1886	1972	2052	2143
	Hourly	23.88	25.06	26.19	27.39	28.51	29.76
5	Monthly	3883	4077	4261	4451	4631	4840
	Bi-Weekly	1785	1874	1959	2046	2129	2225
	Hourly	24.80	26.03	27.21	28.42	29.57	30.91
6	Monthly	4030	4233	4422	4621	4805	5022
	Bi-Weekly	1853	1946	2033	2125	2209	2309
	Hourly	25.73	27.03	28.24	29.51	30.68	32.07
7	Monthly	4180	4391	4590	4797	4988	5218
	Bi-Weekly	1922	2019	2110	2206	2293	2399
	Hourly	26.69	28.04	29.31	30.63	31.85	33.32
8	Monthly	4341	4557	4764	4979	5181	5412
	Bi-Weekly	1996	2095	2190	2289	2382	2488
	Hourly	27.72	29.10	30.42	31.79	33.08	34.56
9	Monthly	4495	4726	4935	5158	5364	5606
	Bi-Weekly	2067	2173	2269	2371	2466	2577
	Hourly	28.70	30.18	31.51	32.94	34.25	35.80
10	Monthly	4657	4894	5114	5347	5559	5808
	Bi-Weekly	2141	2250	2351	2458	2556	2670
	Hourly	29.74	31.25	32.66	34.14	35.50	37.09
11	Monthly	4836	5077	5307	5549	5772	6031
	Bi-Weekly	2223	2334	2440	2551	2654	2773
	Hourly	30.88	32.42	33.89	35.43	36.86	38.51
12	Monthly	5017	5273	5510	5762	5989	6260
	Bi-Weekly	2307	2424	2533	2649	2754	2878
	Hourly	32.04	33.67	35.19	36.79	38.24	39.97

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after March 6, 2013

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
13	Monthly	5209	5473	5720	5978	6217	6498
	Bi-Weekly	2395	2516	2630	2749	2858	2988
	Hourly	33.26	34.95	36.53	38.17	39.70	41.49
14	Monthly	5407	5678	5937	6205	6452	6745
	Bi-Weekly	2486	2611	2730	2853	2966	3101
	Hourly	34.53	36.26	37.91	39.62	41.20	43.07
15	Monthly	5613	5895	6162	6442	6698	7000
	Bi-Weekly	2581	2710	2833	2962	3080	3218
	Hourly	35.84	37.64	39.35	41.14	42.77	44.70
16	Monthly	5826	6121	6396	6687	6952	7264
	Bi-Weekly	2679	2814	2941	3074	3196	3340
	Hourly	37.20	39.09	40.84	42.70	44.39	46.39
17	Monthly	6047	6350	6642	6939	7217	7540
	Bi-Weekly	2780	2920	3054	3190	3318	3467
	Hourly	38.61	40.55	42.41	44.31	46.09	48.15
18	Monthly	6278	6593	6891	7203	7493	7830
	Bi-Weekly	2886	3031	3168	3312	3445	3600
	Hourly	40.09	42.10	44.00	46.00	47.85	50.00
19	Monthly	6516	6843	7154	7476	7776	8125
	Bi-Weekly	2996	3146	3289	3437	3575	3736
	Hourly	41.61	43.70	45.68	47.74	49.66	51.88
20	Monthly	6762	7105	7425	7761	8071	8435
	Bi-Weekly	3109	3267	3414	3568	3711	3878
	Hourly	43.18	45.37	47.41	49.56	51.54	53.86
21	Monthly	7021	7376	7708	8056	8378	8756
	Bi-Weekly	3228	3391	3544	3704	3852	4026
	Hourly	44.83	47.10	49.22	51.44	53.50	55.91

Note: Above rates include a 2.0% General Wage Increase.

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after March 6, 2013

Physiotherapist, Occupational Therapist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4777	5015	5244	5481	5700	5956
	Bi-Weekly	2196	2306	2411	2520	2621	2738
	Hourly	30.50	32.02	33.49	35.00	36.40	38.03
Grade II	Monthly	4948	5198	5429	5677	5906	6172
	Bi-Weekly	2275	2390	2496	2610	2715	2838
	Hourly	31.60	33.19	34.67	36.25	37.71	39.41
Grade III	Monthly	5128	5386	5628	5883	6119	6390
	Bi-Weekly	2358	2476	2588	2705	2813	2938
	Hourly	32.75	34.39	35.94	37.57	39.07	40.80
Grade IV	Monthly	5734	6024	6297	6577	6841	7150
	Bi-Weekly	2636	2770	2895	3024	3145	3287
	Hourly	36.62	38.47	40.21	42.00	43.68	45.66
Grade V	Monthly	5950	6250	6533	6828	7101	7424
	Bi-Weekly	2736	2874	3004	3139	3265	3413
	Hourly	37.99	39.91	41.72	43.60	45.34	47.41
Grade VI	Monthly	6177	6488	6781	7089	7373	7705
	Bi-Weekly	2840	2983	3118	3259	3390	3543
	Hourly	39.44	41.43	43.30	45.27	47.08	49.20

Note: Above rates include a 2.0% General Wage Increase.

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after March 6, 2013

**Medical Technologist
Medical Sonographer
Medical Radiation Technologist
Nuclear Medicine Technologist**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4193	4404	4600	4808	5001	5228
	Bi-Weekly	1928	2025	2115	2211	2299	2404
	Hourly	26.78	28.12	29.37	30.70	31.93	33.38
Grade II	Monthly	4349	4570	4777	4992	5192	5427
	Bi-Weekly	2000	2101	2196	2295	2387	2495
	Hourly	27.77	29.18	30.50	31.88	33.15	34.66
Grade III	Monthly	4517	4742	4958	5181	5389	5630
	Bi-Weekly	2077	2180	2280	2382	2478	2589
	Hourly	28.84	30.28	31.66	33.08	34.41	35.95
Grade IV	Monthly	4848	5092	5321	5563	5785	6041
	Bi-Weekly	2229	2341	2446	2558	2660	2777
	Hourly	30.96	32.52	33.98	35.52	36.94	38.58
Grade V	Monthly	5421	5695	5954	6219	6468	6761
	Bi-Weekly	2492	2618	2737	2859	2974	3109
	Hourly	34.62	36.37	38.02	39.71	41.30	43.17
Grade VI	Monthly	5625	5909	6176	6456	6713	7019
	Bi-Weekly	2586	2717	2840	2968	3086	3227
	Hourly	35.92	37.73	39.44	41.23	42.87	44.82

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

Diagnostic Neurophysiology Technician

Diagnostic Technician

Electromyography Technician

Electronystagmography Technician

Neuromuscular Technician

Visual Function Assessment Unit Technician

Note: Above rates include a 2.0% General Wage Increase.

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after March 6, 2013

Pharmacist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	5947	6241	6527	6823	7096	7416
	Bi-Weekly	2734	2869	3001	3137	3263	3410
	Hourly	37.98	39.85	41.68	43.57	45.31	47.36
Grade II	Monthly	6168	6483	6774	7082	7363	7696
	Bi-Weekly	2836	2981	3114	3256	3385	3538
	Hourly	39.39	41.40	43.26	45.22	47.02	49.14
Grade III	Monthly	6901	7248	7575	7920	8236	8608
	Bi-Weekly	3173	3332	3483	3641	3787	3958
	Hourly	44.07	46.28	48.37	50.57	52.59	54.97
Grade IV	Monthly	7094	7453	7793	8143	8467	8847
	Bi-Weekly	3262	3427	3583	3744	3893	4068
	Hourly	45.30	47.59	49.76	52.00	54.07	56.49
Grade V	Monthly	7366	7738	8087	8452	8791	9187
	Bi-Weekly	3387	3558	3718	3886	4042	4224
	Hourly	47.04	49.41	51.64	53.97	56.14	58.67
Grade VI	Monthly	7646	8030	8397	8772	9124	9535
	Bi-Weekly	3515	3692	3861	4033	4195	4384
	Hourly	48.83	51.28	53.62	56.02	58.26	60.89
Grade VI +5%	Monthly	8029	8431	8816	9210	9581	10012
	Bi-Weekly	3691	3876	4053	4234	4405	4603
	Hourly	51.27	53.84	56.30	58.81	61.18	63.93
Grade VI +10%	Monthly	8411	8833	9236	9649	10037	10489
	Bi-Weekly	3867	4061	4246	4436	4615	4823
	Hourly	53.71	56.40	58.98	61.62	64.09	66.98

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2013

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
2	Monthly	3505	3680	3850	4022	4180	4373
	Bi-Weekly	1611	1692	1770	1849	1922	2011
	Hourly	22.38	23.50	24.58	25.68	26.69	27.92
3	Monthly	3637	3820	3994	4174	4342	4537
	Bi-Weekly	1672	1756	1836	1919	1996	2086
	Hourly	23.22	24.39	25.50	26.65	27.73	28.97
4	Monthly	3776	3964	4143	4332	4509	4707
	Bi-Weekly	1736	1823	1905	1992	2073	2164
	Hourly	24.11	25.31	26.46	27.66	28.79	30.06
5	Monthly	3922	4118	4304	4496	4677	4888
	Bi-Weekly	1803	1893	1979	2067	2150	2247
	Hourly	25.04	26.30	27.48	28.71	29.87	31.21
6	Monthly	4070	4275	4466	4667	4853	5072
	Bi-Weekly	1871	1966	2053	2146	2231	2332
	Hourly	25.99	27.30	28.52	29.80	30.99	32.39
7	Monthly	4222	4435	4636	4845	5038	5270
	Bi-Weekly	1941	2039	2131	2228	2316	2423
	Hourly	26.96	28.32	29.60	30.94	32.17	33.65
8	Monthly	4384	4603	4812	5029	5233	5466
	Bi-Weekly	2016	2116	2212	2312	2406	2513
	Hourly	27.99	29.39	30.73	32.11	33.42	34.90
9	Monthly	4540	4773	4984	5210	5418	5662
	Bi-Weekly	2087	2194	2291	2395	2491	2603
	Hourly	28.99	30.48	31.83	33.27	34.60	36.16
10	Monthly	4704	4943	5165	5400	5615	5866
	Bi-Weekly	2163	2273	2375	2483	2582	2697
	Hourly	30.04	31.56	32.98	34.48	35.86	37.46
11	Monthly	4884	5128	5360	5604	5830	6091
	Bi-Weekly	2246	2358	2464	2577	2680	2800
	Hourly	31.19	32.75	34.23	35.79	37.23	38.90
12	Monthly	5067	5326	5565	5820	6049	6323
	Bi-Weekly	2330	2449	2559	2676	2781	2907
	Hourly	32.36	34.01	35.54	37.16	38.63	40.38

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2013

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
13	Monthly	5261	5528	5777	6038	6279	6563
	Bi-Weekly	2419	2542	2656	2776	2887	3017
	Hourly	33.60	35.30	36.89	38.56	40.10	41.91
14	Monthly	5461	5735	5996	6267	6517	6812
	Bi-Weekly	2511	2637	2757	2881	2996	3132
	Hourly	34.87	36.62	38.29	40.02	41.62	43.50
15	Monthly	5669	5954	6224	6506	6765	7070
	Bi-Weekly	2606	2737	2862	2991	3110	3251
	Hourly	36.20	38.02	39.74	41.55	43.20	45.15
16	Monthly	5884	6182	6460	6754	7022	7337
	Bi-Weekly	2705	2842	2970	3105	3229	3373
	Hourly	37.57	39.48	41.25	43.13	44.84	46.85
17	Monthly	6107	6414	6708	7008	7289	7615
	Bi-Weekly	2808	2949	3084	3222	3351	3501
	Hourly	39.00	40.96	42.84	44.75	46.55	48.63
18	Monthly	6341	6659	6960	7275	7568	7908
	Bi-Weekly	2915	3062	3200	3345	3480	3636
	Hourly	40.49	42.52	44.44	46.46	48.33	50.50
19	Monthly	6581	6911	7226	7551	7854	8206
	Bi-Weekly	3026	3177	3322	3472	3611	3773
	Hourly	42.02	44.13	46.14	48.22	50.15	52.40
20	Monthly	6830	7176	7499	7839	8152	8519
	Bi-Weekly	3140	3299	3448	3604	3748	3917
	Hourly	43.61	45.82	47.89	50.06	52.06	54.40
21	Monthly	7091	7450	7785	8137	8462	8844
	Bi-Weekly	3260	3425	3579	3741	3891	4066
	Hourly	45.28	47.57	49.71	51.96	54.04	56.48

Note: Above rates include a 1.0% General Wage Increase.

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2013

Physiotherapist, Occupational Therapist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4825	5065	5296	5536	5757	6016
	Bi-Weekly	2218	2329	2435	2545	2647	2766
	Hourly	30.81	32.34	33.82	35.35	36.76	38.42
Grade II	Monthly	4997	5250	5483	5734	5965	6234
	Bi-Weekly	2297	2414	2521	2636	2743	2866
	Hourly	31.91	33.52	35.01	36.62	38.09	39.81
Grade III	Monthly	5179	5440	5684	5942	6180	6454
	Bi-Weekly	2381	2501	2613	2732	2841	2967
	Hourly	33.07	34.74	36.30	37.94	39.46	41.21
Grade IV	Monthly	5791	6084	6360	6643	6909	7222
	Bi-Weekly	2663	2797	2924	3054	3177	3320
	Hourly	36.98	38.85	40.61	42.42	44.12	46.12
Grade V	Monthly	6010	6313	6598	6896	7172	7498
	Bi-Weekly	2763	2903	3034	3171	3297	3447
	Hourly	38.38	40.31	42.13	44.04	45.80	47.88
Grade VI	Monthly	6239	6553	6849	7160	7447	7782
	Bi-Weekly	2869	3013	3149	3292	3424	3578
	Hourly	39.84	41.85	43.74	45.72	47.55	49.69

Note: Above rates include a 1.0% General Wage Increase.

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2013

Medical Technologist
Medical Sonographer
Medical Radiation Technologist
Nuclear Medicine Technologist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4235	4448	4646	4856	5051	5280
	Bi-Weekly	1947	2045	2136	2233	2322	2428
	Hourly	27.04	28.40	29.67	31.01	32.25	33.72
Grade II	Monthly	4392	4616	4825	5042	5244	5481
	Bi-Weekly	2019	2122	2218	2318	2411	2520
	Hourly	28.05	29.48	30.81	32.20	33.49	35.00
Grade III	Monthly	4562	4789	5008	5233	5443	5686
	Bi-Weekly	2097	2202	2303	2406	2503	2614
	Hourly	29.13	30.58	31.98	33.42	34.76	36.31
Grade IV	Monthly	4896	5143	5374	5619	5843	6101
	Bi-Weekly	2251	2365	2471	2583	2686	2805
	Hourly	31.26	32.84	34.32	35.88	37.31	38.96
Grade V	Monthly	5475	5752	6014	6281	6533	6829
	Bi-Weekly	2517	2645	2765	2888	3004	3140
	Hourly	34.96	36.73	38.40	40.11	41.72	43.61
Grade VI	Monthly	5681	5968	6238	6521	6780	7089
	Bi-Weekly	2612	2744	2868	2998	3117	3259
	Hourly	36.28	38.11	39.83	41.64	43.30	45.27

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
Diagnostic Neurophysiology Technician
Diagnostic Technician
Electromyography Technician
Electronystagmography Technician
Neuromuscular Technician
Visual Function Assessment Unit Technician

Note: Above rates include a 1.0% General Wage Increase.

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective after Implementation of the 37.5 Hour Work Week

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
2	Monthly	3651	3833	4010	4189	4354	4554
	Bi-Weekly	1679	1762	1844	1926	2002	2094
	Hourly	22.38	23.50	24.58	25.68	26.69	27.92
3	Monthly	3788	3979	4160	4347	4523	4726
	Bi-Weekly	1742	1829	1913	1999	2080	2173
	Hourly	23.22	24.39	25.50	26.65	27.73	28.97
4	Monthly	3933	4129	4316	4512	4696	4904
	Bi-Weekly	1808	1898	1984	2074	2159	2255
	Hourly	24.11	25.31	26.46	27.66	28.79	30.06
5	Monthly	4085	4290	4483	4683	4873	5091
	Bi-Weekly	1878	1972	2061	2153	2240	2341
	Hourly	25.04	26.30	27.48	28.71	29.87	31.21
6	Monthly	4240	4453	4652	4861	5055	5284
	Bi-Weekly	1949	2047	2139	2235	2324	2429
	Hourly	25.99	27.30	28.52	29.80	30.99	32.39
7	Monthly	4398	4620	4829	5047	5248	5489
	Bi-Weekly	2022	2124	2220	2320	2413	2524
	Hourly	26.96	28.32	29.60	30.94	32.17	33.65
8	Monthly	4566	4794	5013	5238	5452	5693
	Bi-Weekly	2099	2204	2305	2408	2507	2617
	Hourly	27.99	29.39	30.73	32.11	33.42	34.90
9	Monthly	4729	4972	5192	5427	5644	5899
	Bi-Weekly	2174	2286	2387	2495	2595	2712
	Hourly	28.99	30.48	31.83	33.27	34.60	36.16
10	Monthly	4900	5148	5380	5625	5850	6111
	Bi-Weekly	2253	2367	2474	2586	2690	2810
	Hourly	30.04	31.56	32.98	34.48	35.86	37.46
11	Monthly	5088	5342	5584	5838	6073	6346
	Bi-Weekly	2339	2456	2567	2684	2792	2918
	Hourly	31.19	32.75	34.23	35.79	37.23	38.90
12	Monthly	5279	5548	5797	6062	6302	6587
	Bi-Weekly	2427	2551	2665	2787	2897	3029
	Hourly	32.36	34.01	35.54	37.16	38.63	40.38

**2012-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective after Implementation of the 37.5 Hour Work Week

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
13	Monthly	5481	5758	6018	6290	6541	6837
	Bi-Weekly	2520	2647	2767	2892	3007	3143
	Hourly	33.60	35.30	36.89	38.56	40.10	41.91
14	Monthly	5688	5974	6246	6528	6789	7096
	Bi-Weekly	2615	2747	2872	3001	3121	3263
	Hourly	34.87	36.62	38.29	40.02	41.62	43.50
15	Monthly	5905	6202	6483	6778	7047	7365
	Bi-Weekly	2715	2851	2981	3116	3240	3386
	Hourly	36.20	38.02	39.74	41.55	43.20	45.15
16	Monthly	6129	6440	6729	7036	7315	7642
	Bi-Weekly	2818	2961	3094	3235	3363	3514
	Hourly	37.57	39.48	41.25	43.13	44.84	46.85
17	Monthly	6362	6682	6988	7300	7593	7933
	Bi-Weekly	2925	3072	3213	3356	3491	3647
	Hourly	39.00	40.96	42.84	44.75	46.55	48.63
18	Monthly	6605	6936	7249	7579	7884	8238
	Bi-Weekly	3037	3189	3333	3485	3625	3788
	Hourly	40.49	42.52	44.44	46.46	48.33	50.50
19	Monthly	6855	7199	7527	7866	8181	8548
	Bi-Weekly	3152	3310	3461	3617	3761	3930
	Hourly	42.02	44.13	46.14	48.22	50.15	52.40
20	Monthly	7114	7474	7812	8166	8492	8874
	Bi-Weekly	3271	3436	3592	3754	3904	4080
	Hourly	43.61	45.82	47.89	50.06	52.06	54.40
21	Monthly	7386	7760	8109	8476	8815	9213
	Bi-Weekly	3396	3568	3728	3897	4053	4236
	Hourly	45.28	47.57	49.71	51.96	54.04	56.48

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective after implementation of 37.5 Hour Work Week

Physiotherapist, Occupational Therapist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	5026	5275	5517	5766	5996	6267
	Bi-Weekly	2311	2425	2537	2651	2757	2881
	Hourly	30.81	32.34	33.82	35.35	36.76	38.42
Grade II	Monthly	5205	5468	5711	5974	6213	6494
	Bi-Weekly	2393	2514	2626	2747	2857	2986
	Hourly	31.91	33.52	35.01	36.62	38.09	39.81
Grade III	Monthly	5395	5667	5921	6189	6437	6722
	Bi-Weekly	2480	2606	2722	2846	2960	3091
	Hourly	33.07	34.74	36.30	37.94	39.46	41.21
Grade IV	Monthly	6032	6337	6625	6920	7197	7523
	Bi-Weekly	2773	2914	3046	3182	3309	3459
	Hourly	36.98	38.85	40.61	42.42	44.12	46.12
Grade V	Monthly	6261	6576	6872	7184	7471	7810
	Bi-Weekly	2879	3023	3160	3303	3435	3591
	Hourly	38.38	40.31	42.13	44.04	45.80	47.88
Grade VI	Monthly	6499	6827	7135	7458	7757	8106
	Bi-Weekly	2988	3139	3280	3429	3566	3727
	Hourly	39.84	41.85	43.74	45.72	47.55	49.69

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective after implementation of 37.5 Hour Work Week

Medical Technologist
Medical Sonographer
Medical Radiation Technologist
Nuclear Medicine Technologist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4411	4633	4840	5059	5261	5501
	Bi-Weekly	2028	2130	2225	2326	2419	2529
	Hourly	27.04	28.40	29.67	31.01	32.25	33.72
Grade II	Monthly	4576	4809	5026	5253	5463	5709
	Bi-Weekly	2104	2211	2311	2415	2512	2625
	Hourly	28.05	29.48	30.81	32.20	33.49	35.00
Grade III	Monthly	4752	4988	5217	5452	5670	5923
	Bi-Weekly	2185	2293	2399	2507	2607	2723
	Hourly	29.13	30.58	31.98	33.42	34.76	36.31
Grade IV	Monthly	5099	5357	5598	5853	6086	6355
	Bi-Weekly	2344	2463	2574	2691	2798	2922
	Hourly	31.26	32.84	34.32	35.88	37.31	38.96
Grade V	Monthly	5703	5992	6264	6543	6806	7114
	Bi-Weekly	2622	2755	2880	3008	3129	3271
	Hourly	34.96	36.73	38.40	40.11	41.72	43.61
Grade VI	Monthly	5918	6217	6497	6793	7063	7385
	Bi-Weekly	2721	2858	2987	3123	3247	3395
	Hourly	36.28	38.11	39.83	41.64	43.30	45.27

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
Diagnostic Neurophysiology Technician
Diagnostic Technician
Electromyography Technician
Electronystagmography Technician
Neuromuscular Technician
Visual Function Assessment Unit Technician

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective after implementation of 37.5 Hour Work Week

Pharmacist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	6195	6501	6799	7107	7391	7726
	Bi-Weekly	2848	2989	3126	3268	3398	3552
	Hourly	37.98	39.85	41.68	43.57	45.31	47.36
Grade II	Monthly	6425	6753	7057	7377	7670	8016
	Bi-Weekly	2954	3105	3245	3392	3526	3686
	Hourly	39.39	41.40	43.26	45.22	47.02	49.14
Grade III	Monthly	7189	7549	7890	8249	8579	8967
	Bi-Weekly	3305	3471	3628	3793	3944	4123
	Hourly	44.07	46.28	48.37	50.57	52.59	54.97
Grade IV	Monthly	7390	7763	8117	8483	8820	9215
	Bi-Weekly	3398	3569	3732	3900	4055	4237
	Hourly	45.30	47.59	49.76	52.00	54.07	56.49
Grade V	Monthly	7673	8060	8424	8804	9158	9571
	Bi-Weekly	3528	3706	3873	4048	4211	4400
	Hourly	47.04	49.41	51.64	53.97	56.14	58.67
Grade VI	Monthly	7965	8365	8747	9138	9504	9933
	Bi-Weekly	3662	3846	4022	4201	4370	4567
	Hourly	48.83	51.28	53.62	56.02	58.26	60.89
Grade VI +5%	Monthly	8363	8783	9184	9593	9980	10429
	Bi-Weekly	3845	4038	4223	4411	4589	4795
	Hourly	51.27	53.84	56.30	58.81	61.18	63.93
Grade VI +10%	Monthly	8761	9200	9621	10052	10455	10926
	Bi-Weekly	4028	4230	4423	4622	4807	5023
	Hourly	53.71	56.40	58.98	61.62	64.09	66.98

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2015

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
2	Monthly	3688	3871	4050	4231	4398	4600
	Bi-Weekly	1696	1780	1862	1946	2022	2115
	Hourly	22.61	23.73	24.83	25.94	26.96	28.20
3	Monthly	3826	4019	4202	4390	4568	4773
	Bi-Weekly	1759	1848	1932	2018	2100	2195
	Hourly	23.45	24.64	25.76	26.91	28.00	29.26
4	Monthly	3972	4170	4359	4557	4743	4953
	Bi-Weekly	1826	1917	2004	2096	2181	2277
	Hourly	24.35	25.56	26.72	27.94	29.08	30.36
5	Monthly	4126	4333	4528	4730	4922	5142
	Bi-Weekly	1897	1992	2082	2175	2263	2364
	Hourly	25.29	26.56	27.76	29.00	30.17	31.52
6	Monthly	4282	4498	4699	4910	5106	5337
	Bi-Weekly	1969	2068	2161	2258	2348	2454
	Hourly	26.25	27.57	28.81	30.10	31.30	32.72
7	Monthly	4442	4666	4877	5097	5300	5544
	Bi-Weekly	2042	2145	2243	2344	2437	2549
	Hourly	27.23	28.60	29.90	31.25	32.49	33.99
8	Monthly	4612	4842	5063	5290	5507	5750
	Bi-Weekly	2120	2226	2328	2432	2532	2644
	Hourly	28.27	29.68	31.04	32.43	33.76	35.25
9	Monthly	4776	5022	5244	5481	5700	5958
	Bi-Weekly	2196	2309	2411	2520	2621	2739
	Hourly	29.28	30.79	32.15	33.60	34.94	36.52
10	Monthly	4949	5199	5434	5681	5909	6172
	Bi-Weekly	2276	2390	2498	2612	2717	2838
	Hourly	30.34	31.87	33.31	34.83	36.22	37.84
11	Monthly	5139	5395	5640	5896	6134	6409
	Bi-Weekly	2363	2480	2593	2711	2820	2947
	Hourly	31.50	33.07	34.57	36.14	37.60	39.29
12	Monthly	5332	5603	5855	6123	6365	6653
	Bi-Weekly	2452	2576	2692	2816	2927	3059
	Hourly	32.69	34.35	35.89	37.54	39.02	40.78

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2015

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
13	Monthly	5536	5816	6078	6353	6606	6905
	Bi-Weekly	2546	2674	2795	2921	3038	3175
	Hourly	33.94	35.65	37.26	38.95	40.50	42.33
14	Monthly	5745	6034	6308	6593	6857	7167
	Bi-Weekly	2642	2774	2900	3032	3153	3296
	Hourly	35.22	36.99	38.67	40.42	42.04	43.94
15	Monthly	5964	6264	6548	6846	7117	7439
	Bi-Weekly	2742	2880	3011	3148	3272	3420
	Hourly	36.56	38.40	40.14	41.97	43.63	45.60
16	Monthly	6190	6504	6796	7106	7388	7718
	Bi-Weekly	2846	2990	3125	3267	3397	3548
	Hourly	37.95	39.87	41.66	43.56	45.29	47.31
17	Monthly	6426	6749	7058	7373	7669	8012
	Bi-Weekly	2954	3103	3245	3390	3526	3684
	Hourly	39.39	41.37	43.27	45.20	47.01	49.12
18	Monthly	6671	7005	7321	7655	7963	8320
	Bi-Weekly	3068	3221	3366	3520	3662	3825
	Hourly	40.90	42.94	44.88	46.93	48.82	51.00
19	Monthly	6924	7271	7602	7945	8263	8633
	Bi-Weekly	3184	3343	3495	3653	3799	3969
	Hourly	42.45	44.57	46.60	48.70	50.65	52.92
20	Monthly	7185	7549	7890	8248	8577	8963
	Bi-Weekly	3304	3471	3628	3792	3944	4121
	Hourly	44.05	46.28	48.37	50.56	52.58	54.95
21	Monthly	7460	7838	8190	8561	8903	9305
	Bi-Weekly	3430	3604	3766	3936	4094	4278
	Hourly	45.73	48.05	50.21	52.48	54.58	57.04

Note: Above rates include a 1.0% General Wage Increase.

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2015

Physiotherapist, Occupational Therapist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	5076	5328	5572	5824	6056	6330
	Bi-Weekly	2334	2450	2562	2678	2784	2910
	Hourly	31.12	32.66	34.16	35.70	37.12	38.80
Grade II	Monthly	5257	5523	5768	6034	6275	6559
	Bi-Weekly	2417	2540	2652	2774	2885	3016
	Hourly	32.23	33.86	35.36	36.99	38.47	40.21
Grade III	Monthly	5449	5724	5980	6251	6501	6789
	Bi-Weekly	2505	2632	2750	2874	2989	3122
	Hourly	33.40	35.09	36.66	38.32	39.85	41.62
Grade IV	Monthly	6092	6400	6691	6989	7269	7598
	Bi-Weekly	2801	2942	3077	3213	3342	3494
	Hourly	37.35	39.23	41.02	42.84	44.56	46.58
Grade V	Monthly	6324	6642	6941	7256	7546	7888
	Bi-Weekly	2908	3054	3191	3336	3470	3627
	Hourly	38.77	40.72	42.55	44.48	46.26	48.36
Grade VI	Monthly	6564	6895	7206	7533	7835	8187
	Bi-Weekly	3018	3170	3313	3464	3602	3764
	Hourly	40.24	42.27	44.17	46.18	48.03	50.19

Note: Above rates include a 1.0% General Wage Increase.

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2015

**Medical Technologist
Medical Sonographer
Medical Radiation Technologist
Nuclear Medical Technologist**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	4455	4679	4888	5110	5314	5556
	Bi-Weekly	2048	2151	2247	2350	2444	2555
	Hourly	27.31	28.68	29.96	31.33	32.58	34.06
Grade II	Monthly	4622	4857	5076	5306	5518	5766
	Bi-Weekly	2125	2233	2334	2440	2537	2651
	Hourly	28.33	29.77	31.12	32.53	33.83	35.35
Grade III	Monthly	4800	5038	5269	5507	5727	5982
	Bi-Weekly	2207	2316	2423	2532	2633	2750
	Hourly	29.43	30.88	32.30	33.76	35.11	36.67
Grade IV	Monthly	5150	5411	5654	5912	6147	6419
	Bi-Weekly	2368	2488	2600	2718	2826	2951
	Hourly	31.57	33.17	34.66	36.24	37.68	39.35
Grade V	Monthly	5760	6052	6327	6608	6874	7185
	Bi-Weekly	2648	2783	2909	3038	3161	3304
	Hourly	35.31	37.10	38.79	40.51	42.14	44.05
Grade VI	Monthly	5977	6279	6562	6861	7134	7459
	Bi-Weekly	2748	2887	3017	3155	3280	3430
	Hourly	36.64	38.49	40.23	42.06	43.73	45.73

Note: Above rates include a 1.0% General Wage Increase.

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
Diagnostic Neurophysiology Technician
Diagnostic Technician
Electromyography Technician
Electronystagmography Technician
Neuromuscular Technician
Visual Function Assessment Unit Technician**

**2014-2019 HEABC / Health Science Professionals Bargaining
Association Wage Schedule**

Effective First Pay Period after April 1, 2015

Pharmacist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Grade I	Monthly	6257	6566	6867	7178	7465	7803
	Bi-Weekly	2877	3019	3158	3300	3432	3587
	Hourly	38.36	40.25	42.10	44.00	45.76	47.83
Grade II	Monthly	6489	6821	7128	7451	7747	8096
	Bi-Weekly	2984	3136	3278	3426	3562	3722
	Hourly	39.78	41.81	43.70	45.68	47.49	49.63
Grade III	Monthly	7261	7624	7969	8331	8665	9057
	Bi-Weekly	3338	3506	3664	3830	3984	4164
	Hourly	44.51	46.74	48.85	51.07	53.12	55.52
Grade IV	Monthly	7464	7841	8198	8568	8908	9307
	Bi-Weekly	3432	3605	3770	3939	4096	4279
	Hourly	45.76	48.07	50.26	52.52	54.61	57.05
Grade V	Monthly	7750	8141	8508	8892	9250	9667
	Bi-Weekly	3563	3743	3912	4088	4253	4445
	Hourly	47.51	49.91	52.16	54.51	56.70	59.26
Grade VI	Monthly	8045	8449	8834	9229	9599	10032
	Bi-Weekly	3699	3884	4061	4244	4413	4613
	Hourly	49.32	51.79	54.15	56.58	58.84	61.50
Grade VI +5%	Monthly	8447	8871	9276	9689	10080	10533
	Bi-Weekly	3884	4079	4265	4455	4634	4843
	Hourly	51.78	54.38	56.86	59.40	61.79	64.57
Grade VI +10%	Monthly	8849	9292	9717	10153	10560	11035
	Bi-Weekly	4069	4272	4468	4668	4856	5074
	Hourly	54.25	56.96	59.57	62.24	64.74	67.65

Note: Above rates include a 1.0% General Wage Increase.

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 24 - Memorandum of Understanding re: Interim Classification Modifications and Appendix 21 – Classification Redesign Committee)

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 3×156.6 [163.125 effective September 1, 2013].

(Each reference period is divided by 3 x 156.6 [163.125 effective September 1, 2013] 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 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.)
- (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 department(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 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 coordination 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 of 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)

- (b) 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 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 six (6) FTE;
 - or
 - (ii) a total staff of more than ten (10) FTE.

APPENDICES

LISTING OF ADDENDUM, MEMORANDA, LETTERS OF INTENT, LETTERS OF UNDERSTANDING, LETTERS OF AGREEMENT, AND ATTACHMENTS

APPENDIX 1 – MEMORANDUM OF AGREEMENT

Re: Occupational Health and Safety Agency for Healthcare

APPENDIX 2 – LETTER OF INTENT

Re: Employee Assistance Plans

APPENDIX 3 – LETTER OF INTENT

Re: Salary Deferral Leave Plan

APPENDIX 4 – MEMORANDUM OF UNDERSTANDING

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

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
Trust #1 and #2
HBT/Non-HSA Paramedical Professional LTD Plan

APPENDIX 13 – MEMORANDUM OF UNDERSTANDING

Re: Return-To-Work Committee

APPENDIX 14 – MEMORANDUM OF UNDERSTANDING

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Re: New Certifications

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Re: Market Adjustment Premium
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APPENDIX 28 – MEMORANDUM OF UNDERSTANDING

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ATTACHMENT A

Worksites

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.

DRAFT

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.

DRAFT

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

(Note: This MOA is no longer applicable upon implementation of the 37.5 hour work week)

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 [37.5 effective September 1, 2013] hours of pay for every two (2) years of service to a maximum of 720 [750 effective September 1, 2013] hours' pay.

In the calculation of severance allowance, hours worked between the first pay period prior to September 30, 1993 and the first pay period prior to September 1, 2013, will be based on a 36 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 [37.5 effective September 1, 2013] hours education leave of absence with pay per agreement year.

The Employer shall grant 7.2 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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) [seven point five (7.5) effective September 1, 2013] hours worked and shall receive another seven point two (7.2) [seven point five (7.5) effective September 1, 2013] 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 [37.5 effective September 1, 2013] 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 one hour of straight time pay.
- (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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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.

DRAFT

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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] hour or greater day, and full scheduled hours per week refers to 36 [37.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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 [7.5 effective September 1, 2013] 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) [seven point five (7.5) effective September 1, 2013] hours worked in excess of forty-three point two (43.2) [forty-five (45) effective September 1, 2013] hours during the six day week and for the first seven point two (7.2) [seven point five (7.5) effective September 1, 2013] hours worked in excess of twenty-eight point eight (28.8) [thirty (30) effective September 1, 2013] 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) [fifty-two point five (52.5) effective September 1, 2013] hours during the six day week, and for hours worked in excess of thirty-six (36) [thirty-seven point five (37.5) effective September 1, 2013] 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) [7.5 effective September 1, 2013] hours in excess of seventy-two (72) [seventy-five (75) effective September 1, 2013] 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) [Eighty-two point five (82.5) effective September 1, 2013].

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 developed 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 during 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-disability 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 $(a \times d) = \$122.00$

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, wagecontinuation, 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 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.

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 Trusteed 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.

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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, $66\frac{2}{3}\%$ 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.
- (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, $66\frac{2}{3}\%$ 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, $66\frac{2}{3}\%$ 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.

- (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, $66\frac{2}{3}\%$ 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 employee 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 collective agreement for positions that the employee is qualified and physically capable of performing.
- (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"Rehabilitative Employment" shall mean any occupation or employment for wage or profit or any course 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.

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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) fifteen (15) effective September 1, 2013 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) fifteen (15) effective September 1, 2013 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.

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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.

Note: Effective January 22, 2014, the Memorandum of Understanding re Market Adjustment Premium is no longer valid and is replaced with the Memorandum of Understanding re Recruitment and Retention Committee.

MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Recruitment and Retention Committee

1. The parties agree to identify and address recruitment and retention challenges of some of the HSPBA professions that may experience skill shortages as well as recruitment and retention issues.
2. The parties further agree that good compensation practices suggest that wage adjustment is a final resort for most employers that is used only when and if other recruitment and retention initiatives have been attempted. Put differently, adjusting wages is ordinarily an appropriate response only when a recruitment and retention issue is primarily a wage issue.
3. The parties recognize the need to foster a workplace that retains and attracts health science professionals required to provide care delivery in BC, particularly in light of the generational transition occurring in our workplaces.
4. The parties agree to establish a recruitment and retention committee that will:
 - (a) Be comprised of no more than three representatives from HEABC and its member organizations and no more than three representatives from the HSPBA.
 - (b) Each party will bear its own costs of participation in the committee. The Committee will be convened at the request of either party.

5. The Committee will be responsible for:
- (a) Considering initiatives to address concerns about professions which are identified as having retention and recruitment issues (e.g., workplace or academic);
 - (b) Consider initiatives to address employee engagement as a means of addressing identified recruitment and retention issues;
 - (c) Where appropriate, developing a joint proposal requesting a labour market adjustment
 - (d) Submitting the joint proposal to the Ministry of Health (MOH) and Public Sector Employer Counsel (PSEC) for approval. A proposal must:
 - (i) Demonstrate that the issue is wage-related;
 - (ii) Show that other options to mitigate recruitment and retention pressures have been considered;
 - (iii) Provide relevant market data that specifically includes employers likely to recruit from the public sector employer, and employers that the public sector employer has recruited from;
 - (iv) Identify which occupations and the number of employees that will be affected by the adjustment;
 - (v) Identify options for the size of the market adjustments, and identify the risks associated with each of the options; and
 - (vi) Identify the preferred option and strategies to manage any risks associated with that option.
6. No proposal for a labour market adjustment can be implemented without the express written approval of the Ministry of Health and the Public Sector Employers Council Secretariat.

APPENDIX 17 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Joint Benefits Review Committee

WHEREAS the Ministry of Health and Health Authorities have identified to the Health Science Professional Bargaining Association the impact of the rising costs of health and welfare benefits;

AND WHEREAS it is in the parties’ best interests to protect the long term sustainability of the benefits plans;

AND WHEREAS the HSPBA recognizes that the present system, if left unchanged, affects choices in other areas of compensation as the costs of benefits continue to rise;

NOW THEREFORE the parties agree to establish a Joint Benefits Review Committee within sixty (60) days of the ratification of the Collective Agreement which will include representation from each party. Each party will be limited to five (5) representatives.

The Committee will review the terms of the benefit plans as described in Article 34 of the Collective Agreement including:

- Extended Health Care
- Dental Plan, and
- Group Life Insurance and Accidental Death and Dismemberment.

The Committee will identify opportunities for making the benefit plans more cost effective, including but not limited to possible wellness strategies, and develop recommendations for implementing these opportunities. The Committee will also identify cost containment options to ensure the long-term sustainability of the benefit plans.

Reports and Recommendations

On December 31, 2013, a final report of the Joint Benefits Review Committee will be provided to the parties setting out the Committee’s recommendations.

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.

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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.
2. Employees are not eligible for relocation expenses where they post or access work across work sites.

D) Bumping

See 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

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APPENDIX 20 – 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 21 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Classification Redesign Committee

Whereas the classification system was last modified in 1988;

Whereas the parties have a common interest in developing a redesigned classification system which supports and promotes the role of health science professionals;

Whereas the parties have had significant discussions concerning the Employers’ proposal for a Job Profile Classification Plan and the Union’s proposed principles for amending the classification system;

Therefore the parties agree:

1. The parties will establish a Classification Committee (the “Committee”) to assist the parties in reaching agreement on the redesigned classification system in subsequent negotiations.
2. The Committee will be comprised of no more than seven representatives from HEABC/member organizations and no more than seven representatives from the HSPBA.
3. The Committee will endeavor to make detailed recommendations for a new profile-based classification system.
4. At the request of either party, the Committee will appoint Mr. John Kinzie as a facilitator to assist the parties in developing joint recommendations. The facilitator may provide written non-binding recommendations to the Committee to resolve any differences that arise in the Committee process.
5. The Committee will report back to their respective bargaining committees prior to the expiration of the current collective agreement. The report will identify any joint recommendations of the Committee and any areas where the Committee did not reach consensus.
6. The Committee’s recommendations will only be implemented by mutual agreement of the parties.
7. The Interim Order issued by Arbitrator Hall on September 25, 2012 shall continue to bind the parties during the term of this Collective Agreement and until such time as the parties have agreed to a redesigned classification system to be incorporated into a new collective agreement. Arbitrator Hall shall continue to remain seized with respect to any dispute regarding the interpretation or implementation of the Interim Order.

Upon ratification of a new collective agreement and, provided that the parties have agreed to a redesigned classification system to be incorporated in that collective agreement, the Memoranda of Understanding re Joint Classification Committee, Interim Classification Modifications and Classification System Implementation will be deleted.

All employees that were subject to downward classification prior to the September 25, 2012 Interim Order based on the application of the Interim Classification Modifications MOU shall be entitled to receive any wage increase that takes effect prior to April 1, 2014, notwithstanding the provisions of Article 10.04(b).

Coding up that had been discontinued pursuant to the Interim Classification Modification memorandum shall be restored upon ratification.

The HSPBA Policy Grievance dated November 10, 2011 and any related grievances or objections are withdrawn effective the date of ratification.

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APPENDIX 22 – 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 23 – 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.

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APPENDIX 24 – 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.

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APPENDIX 25 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Multi-Employer Steward

Whereas the parties have identified that, as a result of lower mainland consolidation, issues regarding steward representation in a multi-employer environment have arisen at Fraser Health Authority, Provincial Health Services, Vancouver Coastal Health and Providence Health Care (“the Employers”).

Therefore the parties agree that two (2) representatives from each of the HEABC and the HSPBA will meet no later than March 31, 2013 to attempt to reach agreement on the foregoing issue. Vince Ready will attend the meeting in the capacity of Mediator/Arbitrator.

If the parties are unable to reach agreement on the issue, Vince Ready will render a binding decision. His decision will be consistent with the following principles:

1. Achieving an efficient method of steward representation;
2. Respecting Union’s rights and obligations of member representation; and
3. Consistent with legislative and labour relations principles.

Each party will pay its own expenses for participating in the Committee and share jointly in the cost of the Mediator/Arbitrator.

APPENDIX 26 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Early Accommodation Measures for Employees

The parties agree that the long-term health of injured and disabled workers benefits from timely and proactive measures that meet their medical restrictions to keep them working, or results in their early return to work from long-term disability (LTD). To that end, the parties agree that:

- 1) During the LTD qualifying period, employees who are permanently disabled from their own job may be accommodated into an available position that is not less than eighty percent (80%) of their pre-disability earnings. However, in the event the employee is unable to continue working in his/her accommodated position in the subsequent six (6) month period due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of adjudication and calculation of any claim for LTD.
- 2) During the first twenty-four (24) months of LTD benefits, employees who are permanently disabled from their own job may be accommodated into an available position that is not less than seventy-five percent (75%) of their pre-disability earnings. However, in the event an employee is unable to continue working in their accommodated position during the twenty-four (24) month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that twenty-four (24) month period.

APPENDIX 27 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Transition to 37.5 Hour Work Week

During collective bargaining the parties agreed to a thirty seven and one-half (37.5) hour work week.

The Employer agrees that this will not result in any layoffs for health science professionals and will be done in a manner that minimizes the impact of these changes on individual health science professional's employment and security.

It is recognized that in many areas it will be necessary to revise the rotations and/or shift schedule in order to implement the thirty seven and one-half (37.5) hour week. The parties commit to work together to ensure a smooth transition as a result of changes to rotations and/or shift schedules due to increased hours of work.

In order to minimize impact of the transition to the thirty seven and one-half (37.5) hour work week, the Employer agrees to consider the following options:

- a) Regularization of casual and overtime hours (part-time or full-time basis), such as creating built in vacation relief.
- b) Use of current vacancies to maintain current part-time employee's hours of work.
- c) Offer job shares as per Appendix 8.
- d) Other options as mutually agreed between the Union and the Employer.

The Employer and the Union agree to develop a process to expedite the building of the rotations and/or shift schedules.

APPENDIX 28 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment

WHEREAS:

- A. Employers represented by HEABC at times required employees represented by the Union to become members of various professional bodies as a condition of employment;
- B. Employers at times incorporated this requirement into job descriptions;
- C. The Union grieved the ability of the Employers to require employees represented by the Union membership to join and maintain membership in professional bodies as a condition of employment;
- D. The Union filed several grievances in respect of job descriptions that referenced mandatory membership in a professional body as a condition of employment; and
- E. The parties have agreed to settle all matters arising from the above grievances on the following terms.

Therefore HEABC and HSA agree as follows:

- 1) This agreement, including the definitions contained within it, (together referred to herein as the "Agreement") is made on a without prejudice basis to the positions either party may adopt or advance at subsequent bargaining.
- 2) This Agreement shall terminate when the current collective agreement between the parties expires (i.e. either on March 31, 2019, or at a later time if the agreement is extended by virtue of its bridging provisions).
- 3) In this Agreement and only for the purposes of this Agreement, the following terms are deemed to have the meanings that are set out below each term:
 - i) Professional Association
An organization representing the interests of a particular profession through various activities including but not limited to education, certification, professional development, publications, knowledge resources, conferences, research or networking.
 - ii) Licensure
A process required by law where a regulatory body permits individuals who possess the necessary credentials and/or qualifications to engage in a particular occupation or profession and/or to use a particular title. In certain professions, licensure and registration (see below) might be synonymous terms.
 - iii) Certification
A process to ensure individuals have achieved entry-level competency (skills, knowledge, education) to practice their profession. Measurement of competency can include but is not limited to examination (written or oral), minimum work experience and/or educational requirements.
Certification is not intended to assure appropriate professional conduct or continued competency once an individual is deemed certified and practicing.

Certification can be a one-time process (i.e. once certified always certified) or an on-going process where certification must be maintained by meeting specified criteria such as annual continuing education credits or clinical hour requirements.

Certification can be offered through a professional association (see above) or through another certifying body.

iv) Registration

A process whereby a group of professionals establish, maintain, and enforce standards of practice, standards of conduct and competency to ensure individuals practicing in their designated profession are doing so in a competent and professional manner at all times.

Registration can be mandatory (see "Licensure" above) or voluntary.

v) Membership

The process whereby an individual joins a professional association (see above) by meeting pre-defined membership requirements and paying annual dues.

- 4) Employers can continue to require certification as a condition of employment.
- 5) Other than in circumstances where membership in a professional association is required for statutory, regulatory or accreditation purposes, as described in Paragraph 8 below, if an Employer requires membership in a professional association, the cost of the membership will be borne by the Employer.
- 6) Employers can continue to require that employees meet the eligibility requirements for membership in an applicable professional association.
- 7) This Agreement does not in anyway diminish an Employer's right to continue an existing practice related to those professions that, currently or in the future, are required by professional statutes to be registered in order to practice the profession.
- 8) It is not the intention of this Agreement to reduce or otherwise negatively impact an Employer's ability to fulfill its mandated service expectations. It is recognized that in certain instances, a statute, regulation or accrediting body may require registration or membership in a particular professional association. Current practices in these circumstances are not impacted by this agreement. If, during the life of this Agreement, a new obligation arises from an accrediting body for the Employer to require other than certification and eligibility for membership, the Employer, HEABC and the Union will meet to address the specific circumstances and find a resolve. The Employer acknowledges that requirements for membership by an accrediting body have typically arisen in the context of educational initiatives that require membership of program staff. It is typically obligations of this nature that are contemplated under the term "new obligations" in this Agreement. If they are not able to reach agreement, Joan Gordon will retain jurisdiction to assist the parties up to and including expedited arbitration.
- 9) HSPBA will continue to encourage its members to actively participate in their respective professional association,
- 10) Future job descriptions will reflect the terms of this agreement. Any inconsistencies between existing job descriptions and this agreement will be governed by this agreement.
- 11) This Agreement fully and finally resolves the policy grievance and any other individual related grievances and/or objections. Further, the Union agrees it will not file any further grievances or job description objections on this matter through the conclusion of a renewal collective agreement after the expiry of the current 2012-2019 Agreement.

APPENDIX 29 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Disability Management Representatives

Whereas the parties agreed in the Memorandum of Agreement Re Enhanced Disability Management Program negotiated during bargaining of the 2010-2012 Health Science Professionals Collective Agreement to a formula for allocation of the cost savings from improved disability management as follows:

...from the date of implementation any cost savings from improved disability management will be allocated as follows:

- A minimum of twenty-five percent for prevention initiatives.
- A minimum of twenty-five percent to be invested in improved disability management, and
- The remainder for general investment in health services.

The parties will develop a method of accounting for savings or costs associated with improved disability management; and

Therefore, the parties agree that, effective April 1, 2013, the Employer will contribute \$408,000 annually for the creation of disability management representatives to support the EDMP. This will extinguish the obligation to allocate twenty-five percent (25%) of cost savings from the EDMP to improved disability management.

APPENDIX 30 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: EDMP Representatives

The parties agree to increase EDMP Representatives to a maximum of 8.25 FTE, including one EDMP Coordinator.

The Employer will pay mileage as set out in Article 26.01 where the EDMP Representative's/Coordinator's attendance is required at a meeting and where videoconference/ teleconference is not possible or appropriate.

Where appropriate, EDMP Representatives will be included in education provided to the Employer's disability management staff.

DRAFT

APPENDIX 31 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Expedited Arbitration Process for Classification

1. All Article 11 grievances shall be considered suitable for expedited arbitration. Where it is mutually agreed that multiple grievances pertain to the same issue, such grievances will be consolidated. The arbitrator may determine that a dispute is not appropriate for expedited arbitration and that a full hearing is required as per Article 8.
2. The expedited arbitration process outlined below shall be utilised for all classification grievances filed up until the time of the implementation of a new classification system or April 1, 2016, whichever is sooner. The process may be continued by mutual agreement.
3. A representative of HEABC and the Union shall meet monthly, or as often as is required, to review the outstanding grievances and assign named arbitrators on a rotational basis. The location of the hearing will be at a location central to the geographic area in which the dispute arose.
4. Following the parties’ disclosure of all relevant documents, exchange of particulars of their respective case, including the current classification, the rationale for the current classification, the classification sought and the proposed rationale for reclassification and the resolve each party is seeking, and at least one month prior to the hearing, the parties will prepare a joint statement of the agreed/disputed facts.
5. On a rotational basis, the parties shall use Joan Gordon, John Kinzie, and Vince Ready (or other mutually agreed arbitrator) as sole arbitrators.
6. The process is intended to be informal, although HEABC may be used to represent the Employer. Outside legal counsel will not be used to represent either party.
7. All presentations are to be short and concise and are to include a comprehensive opening statement clearly stating the expected resolve. The parties agree to make limited use of authorities during their presentations.
8. The number of witnesses shall be limited and shall only be called to give evidence where the arbitrator deems it necessary to resolve a conflict of facts.
9. Where the parties mutually agree that an in-person hearing is not necessary to resolve the dispute, the parties may proceed by way of written submission and/or teleconference.
10. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
11. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding or in any discussions or processes relating to the creation or implementation of a new classification system.
12. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
13. The parties shall equally share the costs of the fees and expenses of the arbitrator.

14. The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 of the HSPBA/HEABC Provincial Agreement and under the *Labour Relations Code*.
15. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

DRAFT

APPENDIX 32 – LETTER OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Early Retirement Incentive Benefit

The parties agree to the following changes to the Early Retirement Incentive Benefit:

Notwithstanding the current Early Retirement Incentive Benefit (ERIB) provision contained in the, Collective Agreement, the parties agree to enhance and support efforts to increase the uptake of ERIB by eligible employees.

It is agreed that:

- The Union will be provided with the information necessary in order to contact potentially eligible employees, three months prior to their earliest possible eligibility.
- The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.
- Employees who apply for ERIB may choose to continue to maintain the Extended Health Benefit plan and Dental plan coverage to age 65. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays her or his portion of the premium for such coverage in advance, on a monthly basis (See HSPBA EDMP MOU, Section B (5.2) and Appendix 9 Section I(B) and Appendix 13 Section I(B)).

In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four times per year, timing to be determined by mutual agreement of the parties.

APPENDIX 33 – LETTER OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Improving Quality and Safety through the Appropriate Use of On-call and Call-backs

Whereas the parties recognize that the work of Health Science Professionals is often critical in the care of patients*, and as such Employees are often required to be on-call and to be called back to work to perform procedures or work that cannot wait until the next regularly scheduled shift.

And whereas the parties recognize that being on-call and being called back to work can have an impact on an employee’s personal life and that call-backs can negatively impact on the amount and quality of sleep an employee may achieve.

And whereas the parties share a concern that insufficient sleep affects employees and may affect patient safety and quality of care.

And whereas the parties recognize that the appropriate use of on-call service and call-backs will contribute to employee health, wellness and quality of life, occupational safety, the provision of safer care for patients and better utilization of health budgets, and these goals are consistent with the Institute for Healthcare Improvement (IHI) Triple Aim for quality improvement (improved quality or safety, improved provider satisfaction, improved per capita cost of care).

And whereas the parties have agreed to create a process whereby employees may request a meeting to discuss instances in which they believe a pattern or recurring incidents of unwarranted call-back occurred (reference Article 28.03).

Now therefore the parties have a mutual interest in the appropriate use of call-backs. Call-backs should be limited to situations requiring emergent or urgent care. It is the intent of the parties to increase awareness of existing employer developed review processes, and to develop review processes where none exist and the volume is appropriate.

The following definitions are offered as a guideline for work that may result in a call-back.

Emergent Care is required when the failure to provide the services of the Health Science Professional could result in an immediate, serious negative impact on the health of the patient.

Urgent Care is required when the failure to provide the services of the Health Science Professional, before the next regularly scheduled shift, could result in a decline in the health of a patient or irreparable harm as a result of care not being provided within a defined window of opportunity.

The following are provided as examples of circumstances when a call back should not normally be used to provide the services of a Health Science Professional.

- Where the patient’s condition does not meet the definition of either Emergent or Urgent Care and the health practitioner seeks the provision of the service in time for the conclusion of his/her shift
- Where the patient’s condition does not meet the definition of either Emergent or Urgent Care and the health practitioner orders a service provided by an HSP, to prevent a return trip by the patient

* read patients as ‘patients, residents or clients’

APPENDIX 34 – 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 \$225,000 Professional Development Fund (the “Fund”) shall be established for use by HSPBA members during the period April 1, 2013 and March 31, 2014.

The administration of the Fund will be determined by HSPBA.

APPENDIX 35 – 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.

APPENDIX 36 – LETTER OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Compensation Bargaining Comparability

1. If the net total compensation increase in the 2014 collective bargaining settlement between the Public Service Agency and the BCGEU or HEABC and the NBA exceeds the net total compensation increase in the HSPBA settlement for the corresponding period, wage rates in the HSPBA collective agreement will be adjusted by an across-the-board percentage increase so that the net total compensation increase of the HSPBA settlement is equal to the net total compensation increase of the higher of the BCGEU or NBA settlements.
2. "Net total compensation increase" means in each instance the amount calculated as such by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For clarity, it is understood that the PSEC Secretariat's calculation and reporting of a net total compensation increase to the Minister of Finance:
 - (a) Will not include wage comparability adjustments, labour market adjustments approved by the PSEC Secretariat or adjustments to include LPNs within the NBA collective agreement; and
 - (b) Will be net of the value of any change to their collective agreements which were agreed by the BCGEU, the NBA or the HSPBA (as the case may be) to obtain a compensation adjustment.

APPENDIX 37 – LETTER OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/19 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (a) February Budget- Forecast GDP for the upcoming calendar year;
 - (b) November of the following calendar year- Real GDP published for the previous calendar year;
 - (c) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (d) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:
For collective agreement year 3 (2016/17):
 - (a) February 2015 - Forecast GDP for calendar 2015;
 - (b) November 2016 - Real GDP published for calendar 2015;
 - (c) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
 - (d) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

APPENDIX 38 – LETTER OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Health and Welfare Benefits

Definitions:

1. In this Memorandum:

"Benefits" means: LTD, AD&D, EHC, Dental and Life;

"Employer" means any employer certified to the HSPBA bargaining unit;

"Joint Health Science Benefits Trust ("JHSBT") means a trust formed by HEABC and the HSPBA as required by this Memorandum.

Formation of the JHSBT

2. The Parties agree to establish a working group ("Working Group") within thirty (30) days of ratification of the collective agreement to create the JHSBT.
3. The JHSBT shall be established by no later than March 31, 2015 unless agreed otherwise by the Parties.
4. Upon formation of the Working Group, HEABC will provide or cause the Health Benefits Trust ("HBT") and the HBT's contracted benefit providers to provide directly to HEABC or the HSPBA, without limitation, all data reasonably requested by either the HEABC or the HSPBA and their respective designated advisors for purposes of analyzing the future provision by the JHSBT of benefits currently provided by the HBT. For purposes of clarity, such data will include all data necessary to perform an actuarial valuation of the HBT or the JHSBT.
5. HEABC, HSPBA and their respective members on the Working Committee will maintain strict confidentiality in respect of the data.
6. It is a condition of this agreement that HEABC shall pay \$400,000 to HSPBA over the term of this agreement for costs incurred by the HSPBA in regard to their participation in the Working Committee and the establishment and formation of the JHSBT. Any excess costs incurred by the HSPBA will be funded by the JHSBT.

Co-governance of the Trust

7. The JHSBT will be governed by a board of trustees with an equal number of trustees appointed by each of HEABC and the HSPBA. The HSPBA shall be responsible for determining the processes to select and appoint the trustees to be appointed by HSPBA.

Benefit Funding

8. The Parties agree that the current benefits provided by the collective agreement shall be maintained until April 1, 2016.
9. The Parties, through the Working Group and with reference to paragraph four above, shall negotiate an agreed-upon benefits funding model expressed as a fixed percentage of regular straight-time payroll and payable by the Employer to the JHSBT ("Benefits Funding"). The Benefits Funding will be transferred to, and be administered by, the JHSBT commencing April 1, 2016.

10. For clarity, the Parties, through the Working Group, will agree upon a reference period to determine the fixed percentage using the following formula: actual Employer cost of benefits divided by total straight time payroll.
11. The Parties agree that the percentage determined for Benefits Funding pursuant to paragraph 9 shall remain fixed for the period April 1, 2016 to March 31, 2019 and will be subject to renegotiation under any renewal collective agreement.
12. HEABC will ensure interim funding as necessary for the JHSBT between April 1, 2016 and October 1, 2017. The Working Group may enter into negotiations to effect an asset and liability transfer from HBT.
13. The HEABC will indemnify and save harmless the HSPBA, its constituent unions, and the JHSBT from any and all claims from HBT, the HEABC or the Government of the Province of British Columbia, including any exit levies from HBT or any other person or entity.
14. In the event the Parties are unable to reach agreement on the Benefits Funding by December 31, 2015, the matter will be determined by binding decision of Vince Ready.

Employer LTD Risk Obligation

15. (a) "Wage increases" in this clause mean general wage increases, comparability wage increases and Economic Stability Dividend increases.
- (b) If the cost of LTD benefits as a result of utilization exceeds the growth in LTD costs resulting from wage increases:
 - (i) For April 1, 2017 to March 31, 2018, the increase above wage increases over the period from April 1, 2016 to March 31, 2017;
 - (ii) For April 1, 2018 to March 31, 2019, the increase above wage increases over the period from April 1, 2017 to March 31, 2018;
- (c) Health employers will pay to the JHSBT an amount equal to the first two-percent (2.0%) of the increased utilization cost of LTD benefits and fifty percent (50%) of the costs resulting from increased utilization that exceed four percent (4%).

Benefit Procurement

16. Until March 31, 2017, the JHSBT must obtain coverage through the Healthcare Benefit Trust and thereafter the JHSBT may obtain coverage through alternative providers.

Benefits

17. Subject to available funding, the trustees of the JHSBT can redesign the benefits.

Discretionary appointment to the HBT Board

18. Subject to the approval of the HEABC as settlors of the HBT, the trustees of the JHSBT may designate one HEABC trustee and one HSPBA trustee to serve as trustees of the Healthcare Benefit Trust.

Dispute Resolution

19. HEABC and HSPBA agree that any issue whatsoever relating to the interpretation, application or alleged violation of this Memorandum shall be remitted to Vince Ready for binding determination. For clarity, Mr. Ready's jurisdiction includes any disputes arising out of the Working Group up to and including the date on which the JHSBT is fully operational.

APPENDIX 39 – LETTER OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: PharmaCare Tie-In

1. In this Memorandum, “eligible beneficiary” means an employee enrolled in the benefit plans or her or his enrolled dependent as provided for under the collective agreement.
2. In the 2012/14 collective agreement, HEABC and the HSPBA agreed to implement a relationship between benefit plan funding of prescription drugs generally called the “PharmaCare tie-in”.
3. The cost of prescription medications listed on the PharmaCare formulary will be covered 100%. In addition, the parties have agreed to adjust the PharmaCare tie-in so that:
 - (a) an eligible beneficiary pays fifty percent (50%) of the cost of prescription drugs that are not included within the PharmaCare formulary. The other fifty percent (50%) will be paid by the Extended Health Care Plan.
 - (b) an eligible beneficiary pays fifty percent (50%) of the cost of prescription drugs that require PharmaCare Special Authority approval. In the event Special Authority approval is received after the purchase of prescription medication, upon submission of Special Authority approval documentation to the benefit provider, the beneficiary will receive retroactive reimbursement of the unpaid 50%.
 - (c) when an eligible beneficiary applies for, and receives PharmaCare Special Authority approval and submits a copy of the approval documentation to the benefit provider prior to purchasing prescription medication, the beneficiary will receive 100% coverage of prescription cost for the duration of the Special Authority.

This cost sharing arrangement will be effective retroactive to September 1, 2013.
4. This cost-sharing arrangement will be included within the responsibilities and funding of the Joint Health Sciences Benefit Trust and will continue under the Trust unless or until the trustees of the JHSBT make amendments or until amended through subsequent collective bargaining.

**ATTACHMENT A
Worksites**

This list is for reference purposes only and does not reflect the bargaining certificate

Common Site Name	Legal Name	Location	Union
100 Mile House Alcohol and Drug Services	Interior Health Authority	100 Mile House	BCGEU
100 Mile District Hospital	Interior Health Authority	100 Mile House	HSA
Abbotsford Regional Hospital	Fraser Health Authority	Abbotsford	HSA
Aberdeen Hospital	Vancouver Island Health Authority	Victoria	HSA
Adanac Park Lodge	Little Mountain Residential Care & Housing Society	Vancouver	HSA
AIDS Vancouver	Vancouver AIDS Society	Vancouver	HSA
Alberni Valley Drug and Alcohol Prevention Service	Alberni Valley Drug and Alcohol Prevention Service	Port Alberni	BCGEU
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
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

Common Site Name	Legal Name	Location	Union
Burnaby Psychiatric Services, Adult In-Patient & Out-Patient Units	Fraser Health Authority	New Westminster	PEA
Burquitlam Lions Care Centre	Burquitlam Care Society	Coquitlam	BCGEU HSA
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
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	Vancouver Island Health Authority	Nanaimo	BCGEU PEA
Centre for Ability (The)	British Columbia Centre for Ability Association	Vancouver	HSA
Centre for Child Development	Centre for Child Development of the Lower Mainland	Surrey	HSA
Chase Medical Clinic	Interior Health Authority	Chase	HSA
Chemainus Health Care Centre	Vancouver Island Health Authority	Chemainus	HSA
Chester House	Coast Foundation Society	Vancouver	HSA
Chetwynd General Hospital	Northern Health Authority	Chetwynd	HSA
Child Development Centre of Fort St. John and District	Child Development Centre Society of Fort St. John and District	Fort St. John	HSA
Child Development Centre of Prince George and District Association, The	Child Development Centre of Prince George and District Association, The	Prince George	HSA

Common Site Name	Legal Name	Location	Union
Chilliwack General Hospital	Fraser Health Authority	Chilliwack	HSA
Columbia View Lodge	Interior Health Authority	Trail	HSA
Comox Valley Child Development Association	Comox Valley Child Development Association	Courtenay	HSA
Cormorant Island Community Health Centre	Vancouver Island Health Authority	Alert Bay	HSA
Cottonwoods Extended Care	Interior Health Authority	Kelowna	HSA
Cowichan District Hospital	Vancouver Island Health Authority	Duncan	HSA
Cranbrook Home Support Services	Interior Health Authority	Cranbrook	HSA
Creston Valley Hospital	Interior Health Authority	Creston	HSA
Crossroads Treatment Centre Society	Crossroads Treatment Centre Society	Kelowna	BCGEU
Cumberland Health Centre	Vancouver Island Health Authority	Cumberland	HSA
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 Hospital	Fraser Health Authority	Delta	HSA
Dixon House	Dixon Transition Society	Burnaby	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

Common Site Name	Legal Name	Location	Union
Elkford Healthcare Centre	Interior Health Authority	Elkford	HSA
Fellburn Care Centre	Fraser Health Authority	Burnaby	HSA
Fir Park Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Fort Nelson General Hospital	Northern Health Authority	Fort Nelson	HSA
Fort St. John Hospital and Peace Villa	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	Fraser Valley Child Development (1982) 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

Common Site Name	Legal Name	Location	Union
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	Kinghaven Peardonville House Society	Abbotsford	BCGEU
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 Hospital and Health Centre	Interior Health Authority	Lillooet	HSA
Lions Gate Hospital	Vancouver Coastal Health Authority	North Vancouver	HSA
Little Mountain Place	Little Mountain Residential Care & Housing Society	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	Centre for Child Development of the Lower Mainland	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
Maple Ridge Treatment Centre	Fraser Health Authority	Maple Ridge	BCGEU

Common Site Name	Legal Name	Location	Union
Maplewood House	Maplewood Seniors Care Society	Abbotsford	HSA
Masset Hospital	Northern Health Authority	Queen Charlotte City	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 Hospital	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 Regional General Hospital	Vancouver Island Health Authority	Nanaimo	HSA
Nelson Jubilee Manor	Interior Health Authority	Nelson	HSA
Nicola Valley Health Centre	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

Common Site Name	Legal Name	Location	Union
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
Okanagan Health Services Delivery Area – Community Mental Health Services & Alcohol and Drug Treatment Centre	Interior Health Authority	Revelstoke	HEU
Open Door Group	Open Door Social Services Society	Various	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	Kinghaven Peardonville House Society	Abbotsford	BCGEU
Pemberton Health Centre	Vancouver Coastal Health Authority	Pemberton	HSA
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

Common Site Name	Legal Name	Location	Union
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
Powell River General Hospital	Vancouver Coastal Health Authority	Powell River	HSA
Prince George Alcohol and Drug Services	Northern Health Authority	Prince George	BCGEU
Prince Rupert Regional Hospital	Northern Health Authority	Prince Rupert	HSA
Princess Rooms, Triage Centre, Wind Chimes	RainCity Housing and Support Society	Vancouver	BCGEU
Princeton General Hospital	Interior Health Authority	Princeton	HSA
Priory Hospital	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	HSA
Queen Victoria Hospital	Interior Health Authority	Revelstoke	HSA
Queen's Park Care Centre	Fraser Health Authority	New Westminster	HSA
Quesnel Addiction Services	Northern Health Authority	Quesnel	HEU
Quesnel and District Child Development Centre	Quesnel and District Child Development Centre	Quesnel	HSA
R.W. Large Memorial Hospital	United Church Health Services Society	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

Common Site Name	Legal Name	Location	Union
Rosewood Manor	Richmond Intermediate Care Society	Richmond	HSA
Rotary Manor	Northern Health Authority	Dawson Creek	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
Shorncliffe	Vancouver Coastal Health Authority	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
Sindi A. Hawkins Centre for the Southern Interior	British Columbia Cancer Agency	Kelowna	HSA
Slocan Community Health Centre	Interior Health Authority	New Denver	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. James Community Service Society	St. James Community Service Society	Vancouver	HEU

Common Site Name	Legal Name	Location	Union
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
Stuart Nechako Manor	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
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
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 Care Centre	Interior Health Authority	Penticton	HSA

Common Site Name	Legal Name	Location	Union
Tumbler Ridge Health Centre	Northern Health Authority	Tumbler Ridge	HSA
University Hospital of Northern BC	Northern Health Authority	Prince George	HSA
Upper Fraser Valley Infant Development Program	Fraser Valley Child Development (1982) 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)	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 Authority	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 General Hospital	Vancouver Island Health Authority	Port Alberni	HSA
Wicks Road Group Home	Vancouver Island Health Authority	Duncan	BCGEU
Williams Lake Alcohol and Drug Program	Interior Health Authority	Williams Lake	BCGEU
Wisteria House Program	Vancouver Island Health Authority	Duncan	BCGEU
Wrinch Memorial Hospital	United Church Health Services Society	Hazelton	HSA
Youville Residence	Providence Health Care Society	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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