

April 1, 1998 – March 31, 2001

**PROVINCIAL  
COLLECTIVE  
AGREEMENT**

*between*

**THE PARAMEDICAL  
PROFESSIONAL BARGAINING  
ASSOCIATION**

*and*

**HEALTH EMPLOYERS  
ASSOCIATION of  
BRITISH COLUMBIA**

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## ARTICLE 1 – DEFINITIONS

**The Association** – means The Paramedical Professional Bargaining Association

**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 Paramedical Professional Bargaining Association.

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

**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).

**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.

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**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 Paramedical Professional 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 Memoranda of Agreement – Extended Work Day or Extended Work Week.)

#### **Benefit Entitlement**

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

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

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

#### **Benefit Entitlement**

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

- (a) Article 13: Severance Allowance,
- (b) Article 17: Leave – Education,
- (c) Article 19: Leave – Sick,
  - 19.01: Accumulation,
  - 19.05: Benefits Accrued,

- 19.11: Specialist Appointments,
- (d) Article 20: Leave – Special,
- (e) Article 21: Leave – Statutory Holidays,  
21.01: Statutory Holiday Entitlement,
- (f) Article 22: Leave – Unpaid,  
22.02:
- (g) Article 23: Leave – Vacation,  
23.07: Annual Vacation Entitlement,
- (h) Article 37: General Provisions,  
37.02: Isolation Allowance,
- (i) Provisions of the Wage Schedule,  
(4): Qualification Differential.

### **3.03 Casual Employees**

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

Casual employees are employed to work in the following capacities:

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

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

#### **Wage and Benefit Entitlement**

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

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

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

- (iv) A regular employee who, at the Employer's discretion, transfers to casual status shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

(b) **Benefit Entitlement**

(i) **Premium and Allowances**

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

(ii) **Health and Welfare Coverage**

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

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

An employee who makes an election under this provision must enrol in each and every of the benefit plans and shall not be entitled to 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 for the preceding year, employees must have worked 939.6 hours. 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 for the preceding year, 939.6 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.

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

**(iii) Vacations and Statutory Holidays**

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

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

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

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

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

**(iv) Overtime – Statutory Holidays**

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

**(v) Seniority**

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

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

**(vi) Grievance and Arbitration**

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

**(vii) Other Provisions**

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

6.02	Probation
24.01, .02, .05, .06, .07, .09	Hours of Work
30	Previous Experience
36	Uniforms
37.01	Exempt and Save Harmless
37.03	Personal Property Damage
38	Safety and Occupational Health
39	No Harassment
41	Employee Evaluation and Records

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

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

**3.04 Casual to Regular Status – Increment Determination**

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

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

or

recognition of previous experience under Article 30.

or

recognition of portability under Article 29.

*Total hours worked (for hours before the first pay period prior to <u>September 30, 1993</u> ) 163.125	+	*Total hours worked (for hours worked after the first pay period prior to <u>September 30, 1993</u> ) 156.6
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If the remainder exceeds seventy-eight (78) hours, the employee will be given credit for a full month.

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

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

**3.05 Employee Working Concurrently For More Than One Employer**

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

**ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01 General Rights**

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

#### **4.02 Direction of Employees**

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

#### **4.03 Employer Rules**

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

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

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

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

#### **5.02 Maintenance of Membership**

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

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

From the effective date of this Agreement new employees covered by the Certification shall become members of the Union and shall maintain membership in good standing in the Union as a condition of continuing employment.

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

#### **5.04 Dues Authorization**

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

Failure to authorize such deductions shall constitute cause for dismissal.

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

The Employer agrees to the check-off of union monthly dues and initiation fees and shall remit such dues and fees to the Union within twenty-eight (28) calendar days from the date of deduction. Dues shall be effective from the first day of employment.

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, 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**

- (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 process grievances under Article 7 and to attend labour/management meetings. Stewards who attend labour/management meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

#### **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 a reasonable time frame. 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. 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. 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**

When required by the Employer, for legitimate medical reasons, an employee must as a condition of continuing employment, take a medical examination, medical tests or undergo vaccination, inoculation and other immunization and it shall be at the expense of the Employer.

Expenses for medical examinations will not be borne by the Employer when required in the following situations:

- (a) for proof of illness under Article 19.04.
- (b) for maternity leave purposes under Article 18.01.

### **6.02 Probation**

An 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.

Casual employees will be subject to a 468-hour probation period or nine months' work from the date of commencement of work, whichever occurs first.

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

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

Probationary employees shall have the right of grievance and arbitration.

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

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

### **6.03 Anniversary Date**

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

### **6.04 Seniority**

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

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

\*Seniority for regular employees continues to accrue when:

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

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

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

Seniority relates to institutional seniority only (except as modified by Article 9.01 (VII, VIII), 29.02(e), and the ESLA.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Discussion of Differences**

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

### **7.02 Fair Procedures**

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

### **7.03 Resolution of Differences**

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

#### **Stage 1**

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

#### **Stage 2**

The parties within the employer's operation shall make every reasonable effort to resolve the difference. If a settlement is not reached, then the grieving party may advance the grievance by notifying the other party in writing within 14 calendar days from the date the grievance was submitted.

#### **Stage 3**

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

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

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

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

### **7.05 Policy Grievance**

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

### **7.06 Time Limits**

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

## **ARTICLE 8 – ARBITRATION**

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

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

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

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

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

### **8.06 Expedited Arbitration**

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

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

- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- (c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

- (d) As the process is intended to be informal, outside legal counsel will not be used to represent either party.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (h) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (i) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (j) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (k) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (l) The expedited arbitrators, who shall act as sole arbitrators, shall be Colin Taylor, Vince Ready, Stephen Kelleher, Heather Laing, and Don Munroe.
- (m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8.
- (n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 9 – VACANCY POSTING**

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

- I. Regular employees, including laid-off employees, in the bargaining unit of that health organization and casual employees with more than 2400 hours seniority in the bargaining unit of that health organization who have indicated in writing a desire for regular work. The vacancy will be filled according to the criteria in the Collective Agreement;
- II. Displaced qualified regular employees within the cluster (e.g. VH & HSC, Providence Healthcare, and Children's/ Women's/Sunnyhill) where the vacancy exists who have been identified by the Healthcare Labour Adjustment Agency, on the basis of seniority;

- III. Displaced qualified regular employees within the Community Health Council or within the Regional Health Board (but within 50/75 kilometres in both cases) where the vacancy exists who have been identified by the Healthcare Labour Adjustment Agency, on the basis of seniority;
- IV. Qualified regular employees from within the region (50/75 km) who have been identified by the Healthcare Labour Adjustment Agency, on the basis of seniority;
- V. Other qualified employees who are identified by the labour adjustment program, on the basis of seniority;
- VI. Bargaining unit members in that health organization who are casual employees according to the criteria in the Collective Agreement;
- VII. Employees within the cluster (where clusters exist) in accordance with Article 10.01. Such job applicants shall port their service and seniority;
- VIII. Employees within the Community Health Council or within the Regional Health Board in accordance with Article 10.01. Such job applicants shall port their service and seniority;
- IX. External candidates, including displaced non-contract personnel.

Under steps (II) through (V), these issues would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such cases, the promotion provisions of the Collective Agreement shall apply.

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

When the funding ends, an internal candidate retains their previous status. For an external candidate they maintain their current rights under the Collective Agreements.

**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** Paramedical positions will be filled by paramedical personnel.

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

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

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

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

## **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.

## **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.

## **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 Lay-Off in Reverse Order of Seniority**

In the event of a reduction in the work force, 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.

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

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

Laid off employees with more than three months' service will continue to accrue all benefits and seniority for the first twenty (20) working days. (Reference: Article 22.02.)

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

### **10.07 Lay-Off**

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

(a) **Regular Full-time Employees**

(i) Less than 5 years service – 28 calendar days notice

or

regular pay for 144 work hours.

(ii) Minimum of 5 but less than 10 years service – 40 calendar days notice

or

regular pay for 216 work hours.

(iii) More than 10 years service – 60 calendar days notice

or

regular pay for 288 work hours.

(b) **Regular Part-time Employees**

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

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

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

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

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

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

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

**10.08 Temporary Assignment\***

- (1) Assignment is the process by which the Employer may temporarily assign an employee to another 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 Provincial Paramedical Agreement will apply and the employee will continue to accumulate seniority during the period of their assignment.

**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:

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

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

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

### **13.02 Application of Portability to Severance Allowance**

An employee who terminates in a health organization where the Union is certified and which is a member of HEABC and is re-employed within one (1) calendar year in a health organization where the Union is certified and which is a member of HEABC shall be entitled to portability of severance allowance. Employees who under above provisions a), b) and c) receive a severance allowance and who subsequently become employed in a union certified health organization may once again accumulate credit without the necessity of a further ten (10) year qualifying period. However, credit will not be given for any period of service for which severance allowance was initially paid.

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

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

The following Article is to be interpreted and applied consistent with the Addendum: Report and Recommendation of IIC Vincent L. Ready.

### **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 Employment Security**

HEABC and the Unions agree that all members in health organizations covered by this agreement will be protected by employment security as set out herein.

Displaced employees shall, following the expiration of their notice period under the collective agreements, retain employment security for a period of up to twelve months during which time every effort will be made to place such employees into gainful employment (hereinafter called "employment security period"). Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and employment security period will be terminated. This does not affect an employee's recall rights under the collective agreements.

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

#### **14.06 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.

The employer shall notify the Union(s) of any proposed labour adjustment initiative in accordance with the general principles of Enhanced Consultation.

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

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

needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

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

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

#### **14.07 Temporary Positions**

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

#### **14.08 Transfers**

Transferring employees will port seniority and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees in another health organization, but only becomes ported after the employee moves into an existing vacancy.

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

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

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

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

#### **14.09 Workload**

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

#### **14.10 Closure of Health Organization**

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

#### **14.11 Enhanced Consultation**

The parties undertake to proceed expeditiously to implement the following:

The parties shall, by means of the processes provided in the GVHS and Enhanced Consultation Awards, promote participation by unions, and by union members designated by unions, in health reform and utilization management to ensure that:

- health reform objectives are advanced;
- waste, inefficiencies, and inappropriate utilization are reduced, or eliminated; and
- employee workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

**14.12** The parties agree that the present agreement fulfills the requirements of Section 54 of the Labour Relations Code. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the Unions agree that the present agreement gives notice of technological change and complies with the notice periods in the master agreements. The parties further agree that the present agreement satisfies any other requirement of technological change or the Employment Standards Act (Group Terminations). There are no other tests regarding change.

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

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

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

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

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

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

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



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

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

## **ARTICLE 17 – LEAVE – EDUCATION**

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

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

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

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

- (b) Premium pay does not apply under this article.
- (c) Educational leave will be utilized for courses that relate to the employee's profession and are approved by the 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 \$400 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.

## **ARTICLE 18 – PARENTAL LEAVE**

### **18.01 Natural Mother**

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

A regular employee shall be granted thirty (30) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the employer.

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

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 Leave – Unpaid.
- (b) For the balance of an eighteen (18) week period, i.e., eighteen (18) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

#### **(B) Parental Leave**

Within the thirty (30) week leave period granted under 18.01(a), weeks nineteen (19) through thirty (30) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the employer for reasons such as premature birth or a hospitalized infant.

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

For weeks nineteen (19) through thirty (30) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

#### **(C) Parental Leave – Special Circumstances**

If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined maternity leave and parental leave of thirty-two (32) weeks, i.e. no combination of maternity and parental leave may exceed thirty-two (32) weeks.

**(D) Additional Leave**

Any further leave granted beyond the normal thirty (30) week period or the thirty-two (32) week period for special circumstances will be unpaid leave without any benefits.

**(E) Sick Leave Provisions**

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

**(F) Notice Required**

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

**(G) Doctor's Certificate**

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

**(H) Incapable of Performing Duties**

If an employee is incapable of performing her duties prior to the commencement of her maternity leave, she may be required by the employer to take an unpaid leave of absence.

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

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

**18.02 Natural Father**

**(A) Parental Leave**

On four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to twelve (12) weeks parental leave without pay.

(1) **Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 Leave – Unpaid.
- (b) For weeks five (5) through twelve (12) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(B) Parental Leave Beyond Twelve (12) Weeks – Special Circumstances**

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of seventeen (17) weeks.

(1) **Benefits**

For weeks thirteen (13) through seventeen (17) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(C) Additional Leave**

Any further leave granted beyond the normal twelve (12) week period, or the seventeen (17) week period for special circumstances, will be unpaid leave without any benefits.

**18.03 Adoptive Parents**

**(A) Adoption Leave**

Upon request, a regular employee shall be granted thirty (30) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same employer, the employees shall decide which of them will apply for adoption leave.

(1) **Benefits**

- (a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 22 Leave – Unpaid.
- (b) For the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) work days, the service of an employee who is

on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

- (c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 22 Leave – Unpaid.

**(B) Parental Leave**

In the event both adoptive parents are employees of the same employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to twelve (12) weeks parental leave without pay.

**(1) Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 – Leave Unpaid.
- (b) For weeks five (5) through twelve (12) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(C) Parental Leave Beyond (12) Weeks – Special Circumstances**

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of seventeen (17) weeks.

**(1) Benefits**

For weeks thirteen (13) through seventeen (17) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(D) Additional Leave**

Any further leave granted beyond the normal twelve (12) week period, or the seventeen (17) week period for special circumstances, will be unpaid leave without benefits.

#### **18.04 Return To Employment**

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her/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.

#### **18.05 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 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.

### **ARTICLE 19 – LEAVE – SICK**

#### **19.01 Accumulation**

Employees shall receive 10.8 working hours (or portion thereof) sick leave credit for each month (or portion thereof) of service and such sick leave credits, if not utilized, shall be cumulative to a maximum of 1123.2 working hours.

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

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), as of January 1, 1976, or in excess of 1123.2 hours (156 working days X 7.2 hours per day), as of the first pay period prior to September 30, 1993, shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

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

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

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

**19.02 Record of Accumulation**

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

**19.03 Qualifying Time**

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six (6) months will be returnable to the Employer. Previous service of an employee who has changed employment under the portability provisions of this Agreement will count towards this six (6) month period. In effect the employee only has to work a total of six (6) months qualifying time. (Reference: Article 29 – Portability of Benefits).

**19.04 Proof of Sickness**

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

**19.05 Benefits Accrued**

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

**19.06 Expiration of Credits**

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

**19.07 Enforceable Legal Claims**

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee’s own insurer under a contract of insurance, the employee shall at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment on account of earnings as a result of such claim, the employee shall pay to the Employer so much of the said payment as relates to the sick leave pay received for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment. The employee shall have the option of declining to enforce any legal claim by foregoing any claim they may have against the Employer for paid sick leave during the period which gave rise to the enforceable legal claim.

### **19.08 Additional Leave**

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

### **19.09 Appointments**

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

### **19.10 Notice Required**

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

### **19.11 Specialist Appointments**

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

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

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

### **19.13 Voluntary Treatment**

While in voluntary attendance at a full time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 22 shall apply upon expiration of sick leave credits should additional leave be requested.

### **19.14 Leave – Workers' Compensation**

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

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Workers'



Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than when they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

(See Memorandum of Agreement – Article 19.14 – Leave – Workers’ Compensation – Entitlement to Leave).

(b) **Reimbursement to Employer**

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

(c) **Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive wages and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. Statutory holidays and vacations will not accrue during the period of a WCB claim. However, unused vacation credits accrued in previous vacation years shall not be lost as a result of this clause.

(d) **Approval of Claim**

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

(e) **Continuation of Employment**

Employees who qualify for Workers’ Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

## **ARTICLE 20 – LEAVE – SPECIAL**

### **20.01 Accumulation**

An employee shall earn special leave credits with pay to a maximum of 180 hours at the rate of 3.6 hours every four weeks.

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

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 180 hours (25 days X 7.2 hours) as of the first pay period prior to September 30, 1993, up to and including the previous maximum of 187.5 hours (25 days X 7.5 hours), shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 180 hours, no further credit shall be earned until the accumulated balance

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

## **20.02 Application**

Special leave shall be granted as follows:

- (a) marriage leave – 36 hours;
- (b) paternity leave – 7.2 hours;
- (c) for serious illness of a spouse or child, residing with the employee and when no one at the employee’s home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care – up to 14.4 hours at one time;
- (d) leave of 7.2 hours may be added at one time to 21.6 hours compassionate leave;
- (e) leave of 7.2 hours may be taken for travel associated with compassionate leave.

## **ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS**

### **21.01 Statutory Holiday Entitlement**

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

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

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

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

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

### **21.02 Statutory Holiday Falling Within a Vacation**

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

### **21.03 Scheduled Statutory Holiday Rescheduled With Insufficient Notice**

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

#### **21.04 Work On A Calendar Statutory Holiday**

If an employee is required to work on any calendar statutory holiday as outlined in Article 21.01, the employee shall be paid at double time (2x) rates for all regular hours worked, and in addition will receive another 7.2 hours off with pay as a holiday. Double time (2x) rates will be paid for the shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the holiday.

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

#### **21.05 Work on a Rescheduled Statutory Holiday**

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

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

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

#### **21.07 Super Stats\***

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one half (2.5) time for the first seven and point two (7.2) hours worked and shall receive another seven point two (7.2) hours off with pay as a paid holiday. The rate of two and one-half (2.5) time shall be paid for the full shift when one-half (0.5) or more than one-half (0.5) of the hours worked fall within 001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) time shall be paid for the total hours worked.

### **ARTICLE 22 – LEAVE – UNPAID**

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

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

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

**22.04** The Employer will make a reasonable effort to grant each employee so requesting one extended unpaid leave of absence for each three (3) years of continuous service,

providing that replacements to ensure proper operation of the facility can be recruited. Leave will not be permitted for an employee to commence alternate employment except for appointments for a specified time to a position related to the employee's profession in a post secondary educational institution.

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

## **ARTICLE 23 – LEAVE – VACATION**

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

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

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

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

$$\begin{array}{r} \text{hours paid (*) to June 30 inclusive (excluding overtime)} \\ \times \text{yearly vacation entitlement} \\ \hline 1879.2 \end{array}$$

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

### **23.03 Termination of Employment**

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

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

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

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

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

### **23.06 Vacation Qualifying Time**

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

Requests by employees to take their vacation leave prior to a June 30th cut-off date shall be granted by the Employer unless otherwise required by operational necessity. If

the employee terminates prior to the June 30th cut-off date then the Employer shall be reimbursed by the employee for such advanced vacation pay.

### **23.07 Annual Vacation Entitlement**

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

- 144.0 work hours after 1 year of continuous service
- 144.0 work hours after 2 years of continuous service
- 144.0 work hours after 3 years of continuous service
- 144.0 work hours after 4 years of continuous service
- 151.2 work hours after 5 years of continuous service
- 158.4 work hours after 6 years of continuous service
- 165.6 work hours after 7 years of continuous service
- 172.8 work hours after 8 years of continuous service
- 180.0 work hours after 9 years of continuous service
- 187.2 work hours after 10 years of continuous service
- 194.4 work hours after 11 years of continuous service
- 201.6 work hours after 12 years of continuous service
- 208.8 work hours after 13 years of continuous service
- 216.0 work hours after 14 years of continuous service
- 223.2 work hours after 15 years of continuous service
- 230.4 work hours after 16 years of continuous service
- 237.6 work hours after 17 years of continuous service
- 244.8 work hours after 18 years of continuous service
- 252.0 work hours after 19 years of continuous service
- 259.2 work hours after 20 years of continuous service
- 266.4 work hours after 21 years of continuous service
- 273.6 work hours after 22 years of continuous service
- 280.8 work hours after 23 years of continuous service
- 288.0 work hours after 24 years of continuous service
- 295.2 work hours after 25 years of continuous service
- 302.4 work hours after 26 years of continuous service
- 309.6 work hours after 27 years of continuous service
- 316.8 work hours after 28 years of continuous service
- 324.0 work hours after 29 years of continuous service

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

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

\* Includes leave without pay up to 144 hours.

### **23.08 Supplementary Vacation Entitlement**

(a) **Twenty-Five Years**

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

(b) **Thirty Years**

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

(c) **Thirty-Five Years**

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

(d) **Forty Years**

Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional 108 work hours vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

(e) **Forty-Five Years**

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

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

### **23.09 Vacation Scheduled According to Seniority**

Vacations shall be scheduled according to seniority on the basis that the employee holding the most seniority shall have the first choice of having vacation time, or some other equitable method mutually agreed upon between the Employer and the employees if it has the unanimous consent of all regular employees affected by the schedule. Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been satisfied. Seniority shall prevail in the same manner for all subsequent selections. Employees failing to exercise

seniority rights within two (2) weeks of the time that the employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

### **23.10 Reinstatement of Vacation Days – Sick Leave**

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

## **ARTICLE 24 – HOURS OF WORK**

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

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

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

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

### **24.05 Meal Period**

A minimum meal period of one-half (1/2) hour shall be scheduled during each full shift.

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

- (i) the employee is scheduled to work a shift of less than 10 hours and receives 30 minutes for a meal period exclusive of the shift, then the employee shall receive \$5.00;
- (ii) the employee is scheduled to work a shift of less than 10 hours and does not receive 30 minutes for a meal period exclusive of the shift, then the employee shall receive regular pay for the shift worked plus 30 minutes pay at time and one-half the regular rate.
- (iii) in the event an employee in (i) above is recalled to duty during the meal period the provisions of (ii) apply.

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

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

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

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

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

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

**24.09 Assignment of Casuals\***

To ensure efficient and effective health care services within a climate of fairness, current agreed-upon arrangements for casual work 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 casual work shall be allocated equitably to qualified employees, considering their availability to meet clinical needs.

**ARTICLE 25 – OVERTIME**

**25.01 Authorized Overtime**

- (a) A record shall be kept of authorized overtime worked by each employee, which at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- (b) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.



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

**25.02 Approval of Overtime**

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

**25.03 Overtime Rates**

- (a) Overtime at the rate of time and one-half (1.5 x) shall be paid on the following basis:
  - (1) for the first two (2) hours in excess of the normally scheduled full shift hours per day;
  - (2) for the first seven point two (7.2) hours in excess of the normally scheduled full shift hours per week;
- (b) Overtime at the rate of double time (2 x) shall be paid on the following basis:
  - (1) for all hours in excess of the first two (2) hours worked after the normally scheduled full shift hours per day;
  - (2) for all hours in excess of the first seven point two (7.2) hours worked after the normally scheduled full shift hours per week;
  - (3) for all hours worked on an employee's scheduled day off.
- (c) Overtime at the rate of one and one-half (1.5 x) times the appropriate holiday rate shall be paid on the following basis:
  - (1) for all overtime hours worked on a calendar paid holiday;
  - (2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the employer with less than fourteen (14) calendar days notice.

**ARTICLE 26 – TRANSPORTATION  
ALLOWANCE AND TRAVEL EXPENSE**

**26.01\*** When an employee, at the request of the employer, drives a motor vehicle other than a motor vehicle supplied by the employer, transportation allowance of twenty-five cents (25¢) per kilometre will be paid with a minimum of \$2.00 for each round trip. The transportation allowance for all kilometres in excess of 1,500 kilometres in an agreement year shall be thirty cents (30¢) per kilometre.

Employees who deliver community-based services and who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance of thirty-eight (38) cents/km.

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 \$1.00 per hour.

The weekend premium shall be 50¢ per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

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

For shifts of eight (8) hours or less, the shift premium is payable only when the major portion of the shift falls within the defined evening or night shift. For shifts greater than eight (8) hours, refer to the Memoranda of Understanding – 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).

### **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 Premiums\***

Employees scheduled by the Employer to be on-call shall receive two dollars (\$2.00) per hour for each hour so scheduled. Fractions of whole hours will be paid on a proportionate basis. Every effort shall be made to avoid placing an employee on-call on the evening prior to or during scheduled off-duty days.

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

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

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

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

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

A separate call-back is defined as:

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

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

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

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

An employee called back shall receive an allowance of 41¢ per mile or 25¢ per kilometre and a minimum of \$2.00 for each round trip, or taxi fare.

(Refer to Article 26.01 for employees who deliver community-based services.)

**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 calls, and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee’s shift, then the employee will not be required to report for duty 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 in the aforementioned twenty-four (24) hour period.

**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.

**ARTICLE 29 – PORTABILITY OF BENEFITS**

**29.01 Transfers**

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

An employee eligible for portability of benefits who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in the letter of appointment that she/he is seeking regular employment. In such instance, the employee shall be entitled to portability of benefits specified in 29.02 for a period of 150 calendar days from date of termination at "A".

### **29.02 Benefits Portable**

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

(a) **Sick Leave**

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

(b) **Vacation Leave**

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

(c) **Increments**

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

(d) **Superannuation**

Eligible employees will be brought within the scope of the Municipal Superannuation 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.

(e) **Seniority\***

Seniority in Health Organization "A" shall be credited by Health Organization "B".

### **29.03 Benefits Not Portable**

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

### **29.04 Effective Date – Medical, Dental and Extended Health 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.

### **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.

## **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 from 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. The plan benefits shall be expanded to include:
  - (1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period; and
  - (2) vision care coverage providing two hundred and twenty-five dollars (\$225) every twenty-four (24) months per eligible employee or eligible dependent,
  - (3) the maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
- (b) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (c) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- (d) The extended health care plan becomes effective on the first of the month following 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 (see Memorandum of Understanding).
- (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 employment.

### **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)\***

Premiums are paid by the employee. See Memorandum of Understanding: LTD.

- (a) The Employer will sign up regular full-time and regular part-time employees, 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 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 the Union (HBT for non-HSA members) 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 the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans. (See Section 1B of the Memorandum of Understanding re LTD for the new 50/50 funding formula.)

Superannuation – Employees on long-term disability shall be considered employees for the purposes of superannuation in accordance with the Pension (Municipal and Public Service) 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.

### **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 Paramedical Bargaining Association agree that the Group Life Plan shall be governed by the terms and conditions set forth below.

### **Eligibility**

Regular full-time and regular part-time shall upon completion of the three month 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 – SUPERANNUATION COVERAGE**

- 35.01** (a) Eligible regular employees shall be covered by the provisions of the Pension (Municipal) Act. All regular employees shall be entitled to join the Superannuation 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 Pension (Municipal) Act 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 Pension (Municipal) 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 Hospitals and the Communities in which they are located shall receive an Isolation Allowance of \$74.00 per month.

Arrow Lakes	Port McNeill & District
Bulkley Valley District	Prince Rupert Regional
Burns Lake and District	Queen Charlotte Islands General
Chetwynd General	St. George's, Alert Bay
Dawson Creek and District	St. John, Vanderhoof
Fort Nelson General	Stuart Lake General
Fort St. John General	Tahsis General
Kitimat General	Terrace and District
McBride and District	Tofino General
Mackenzie and District	Valemount Health Planning Society
Port Alice	Wrinch Memorial, Hazelton
Port Hardy	

### **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.

### **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.
- (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/Paramedical Professional 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 Industrial 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 (ref. 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 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.

### **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 made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such sessions will be without loss of pay.

### **38.05 Workload**

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

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

## **ARTICLE 39 – NO HARASSMENT**

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

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

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

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

## **ARTICLE 40 – EMPLOYEE EVALUATION AND RECORDS**

### **40.01 Performance Evaluation**

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

### **40.02 Employee Access to Files**

An employee will be entitled upon reasonable notice, access to her/his personnel file and without limiting the generality of the foregoing, will be entitled to inspect the formal written performance evaluation and all written censures, letters of reprimand and adverse

reports. An employee will be made aware of all such evaluations, censures, letters and reports and upon written request will be provided with copies of the same.

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

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

In cases where disciplinary documents relate to resident or patient abuse, the two (2) year period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of 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, 1998 until its expiry date of March 31, 2001.

**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 4 of Section 50 of the Labour Relations Code is excluded from the Agreement.

**41.04** (a) If either HEABC or the Paramedical Professional 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, 2001.

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

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Gary Moser, Chief Executive Officer

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Mike Arbogast, Vice-President, Consulting Services

**Signed on Behalf of the Paramedical Professional Bargaining Association:**

**Health Sciences Association**

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Cindy Stewart, President

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Rick Lampshire, Executive Director (Labour Relations)

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

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Daryl Barnett, A/Coordinator, Negotiations

**Professional Employees' Association**

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Tom Volkers, President

**Canadian Union of Public Employees**

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Jim Lamb, National Representative

**Hospital Employees' Union**

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Ruth Herman, Director

Dated this \_\_\_\_ of \_\_\_\_\_, 1999.



## PROVISIONS OF THE WAGE SCHEDULE

### 1. **Wage Schedule**

The attached wage schedules for specified paramedical 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.

### 2. **April 1, 2000 – 2% \***

The general increase will be across the board.

### 3. **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.L.T.	\$125.00 per month
Master's	\$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.

## PARAMEDICAL JOB RATES

The Paramedical Job Families and Allied Disciplines are slotted to the Wage Schedule as follows:

### Dietitian

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

### Health Records Administrator

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

### Medical Technologist, Medical Radiation Technologist, Nuclear Medicine Technologist and all other Technologists/Technicians within the Association

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

### Orthotist

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

### Pharmacist

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

**Physiotherapist, Occupational Therapist**

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

**Prosthetist**

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

**Psychologist**

Grade	C	Level	16
	B		18
	A		20

**Respiratory Therapist**

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

**Social Worker**

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

**Speech/Language Pathologist, Audiologist**

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

## **PARAMEDICAL DISCIPLINES ALLIED TO THE MEDICAL TECHNOLOGY DISCIPLINES**

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

Diagnostic Neurophysiology Technician  
Electronystagmography Technician  
Diagnostic Technician  
Neuromuscular Technician  
Electrocardiogram Technologist  
Cytotechnologist  
Electromyography Technician  
Visual Function Assessment Unit Technician

## INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL)

The following paramedical disciplines will be paid at the appropriate grid levels indicated below:

Speech/Language Pathologists – Bachelor Degree	Level 10
Orthoptist – Staff	Level 7
Orthoptist – Sole Charge	Level 8
Orthoptist – Supervisor	Level 9
Testing Technician – (Psychometrist)	Level 7
Child Life Specialist – Staff Level	Level 8
Vocational Counsellor – Staff (Bachelor’s)	Level 8
Vocational Counsellor – Staff (Master’s)	Level 11
Vocational Counsellor – Chief (Master’s)	Level 13
Remedial Gymnast – Staff	Level 8
Remedial Gymnast – Sole Charge or Senior	Level 9
Remedial Gymnast – Section Head	Level 10
Art Therapist – Staff	Level 8
Art Therapist – Sole Charge	Level 9
Art Therapist – Supervisor	Level 10
Music Therapist – Staff	Level 8
Music Therapist – Sole Charge	Level 9
Music Therapist – Supervisor	Level 10
Massage Therapist – Staff	Level 8
Massage Therapist – Sole Charge	Level 9
Massage Therapist – Supervisor	Level 10
Aquatic Therapist – Staff	Level 8
Aquatic Therapist – Sole Charge	Level 9
Aquatic Therapist – Supervisor	Level 10
Recreation Therapist – Diploma – Staff	Level 6
Recreation Therapist – Diploma – Sole Charge/Senior	Level 7
Recreation Therapist – Diploma – Supervisor	Level 8
Recreation Therapist – Bach. – Staff	Level 8
Recreation Therapist – Bach. – Sole Charge/Senior	Level 9
Recreation Therapist – Bach. – Supervisor	Level 10
Orthotics Technician Trainee	Level 2
Orthotics Technician – Staff	Level 4
Orthotics Intern	Level 4
Registered Orthotics Technician – Staff	Level 5
Orthotics Technician – Senior	Level 6
Orthotics Technician – Sole Charge	Level 6
Registered Orthotics Technician – Senior	Level 7
Registered Orthotics Technician – Sole Charge	Level 7
Prosthetics Technician Trainee	Level 2
Prosthetics Technician – Staff	Level 4

Prosthetics Intern	Level 4
Registered Prosthetics Technician – Staff	Level 5
Prosthetics Technician – Senior	Level 6
Prosthetics Technician – Sole Charge	Level 6
Registered Prosthetics Technician – Senior	Level 7
Registered Prosthetics Technician – Sole Charge	Level 7
Seating Devices Technician Trainee	Level 2
Seating Devices Technician – Staff	Level 4
Registered Seating Devices Technician – Staff	Level 5
Seating Devices Technician – Senior	Level 6
Seating Devices Technician – Sole Charge	Level 6
Registered Seating Devices Technician – Senior	Level 7
Registered Seating Devices Technician – Sole charge	Level 7
Orthopaedic Shoemaker	Level 7
Orthopaedic Shoemaker – Supervisor	Level 8

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.

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

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.

## 1998-2001 HEABC/Paramedical Professional Bargaining Association Wage Schedule

**Effective November 30, 1997:  
General Wage Increase of 1.00%**

Grid Level		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
2	Monthly	2,794	2,934	3,068	3,206	3,333	3,485
	Bi-weekly	1,285	1,349	1,411	1,474	1,532	1,602
	Hourly	17.84163	18.73563	19.59132	20.47254	21.28352	22.25415
3	Monthly	2,900	3,046	3,183	3,327	3,461	3,617
	Bi-weekly	1,333	1,400	1,463	1,530	1,591	1,663
	Hourly	18.51852	19.45083	20.32567	21.24521	22.10089	23.09706
4	Monthly	3,011	3,161	3,304	3,454	3,593	3,753
	Bi-weekly	1,384	1,453	1,519	1,588	1,652	1,726
	Hourly	19.22733	20.18519	21.09834	22.05619	22.94381	23.96552
5	Monthly	3,125	3,283	3,430	3,584	3,728	3,897
	Bi-weekly	1,437	1,509	1,577	1,648	1,714	1,792
	Hourly	19.95530	20.96424	21.90294	22.88633	23.80587	24.88506
6	Monthly	3,244	3,408	3,559	3,721	3,870	4,044
	Bi-weekly	1,491	1,567	1,636	1,711	1,779	1,859
	Hourly	20.71520	21.76245	22.72669	23.76117	24.71264	25.82375
7	Monthly	3,366	3,535	3,696	3,863	4,017	4,200
	Bi-weekly	1,548	1,625	1,699	1,776	1,847	1,931
	Hourly	21.49425	22.57344	23.60153	24.66794	25.65134	26.81992
8	Monthly	3,495	3,670	3,836	4,009	4,170	4,357
	Bi-weekly	1,607	1,687	1,764	1,843	1,917	2,003
	Hourly	22.31801	23.43550	24.49553	25.60026	26.62835	27.82248
9	Monthly	3,620	3,804	3,973	4,154	4,319	4,515
	Bi-weekly	1,664	1,749	1,827	1,910	1,986	2,076
	Hourly	23.11622	24.29119	25.37037	26.52618	27.57982	28.83142
10	Monthly	3,750	3,940	4,118	4,304	4,476	4,676
	Bi-weekly	1,724	1,811	1,893	1,979	2,058	2,150
	Hourly	23.94636	25.15964	26.29630	27.48404	28.58238	29.85951
11	Monthly	3,894	4,087	4,273	4,468	4,646	4,856
	Bi-weekly	1,790	1,879	1,965	2,054	2,136	2,233
	Hourly	24.86590	26.09834	27.28608	28.53129	29.66794	31.00894
12	Monthly	4,040	4,245	4,436	4,637	4,823	5,039
	Bi-weekly	1,857	1,952	2,040	2,132	2,217	2,317
	Hourly	25.79821	27.10728	28.32695	29.61047	30.79821	32.17752



**1998-2001 HEABC/Paramedical Professional  
Bargaining Association Wage Schedule**

**Effective November 30, 1997:  
General Wage Increase of 1.00%**

<b>Grid Level</b>		<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>	<b>6<sup>th</sup> Year</b>
13	Monthly	4,195	4,406	4,606	4,813	5,006	5,231
	Bi-weekly	1,929	2,026	2,118	2,213	2,302	2,405
	Hourly	26.78799	28.13538	29.41252	30.73436	31.96679	33.40358
14	Monthly	4,353	4,573	4,779	4,995	5,195	5,430
	Bi-weekly	2,001	2,103	2,197	2,297	2,389	2,497
	Hourly	27.79693	29.20179	30.51724	31.89655	33.17369	34.67433
15	Monthly	4,520	4,746	4,962	5,186	5,393	5,636
	Bi-weekly	2,078	2,182	2,281	2,384	2,480	2,591
	Hourly	28.86335	30.30651	31.68582	33.11622	34.43806	35.98978
16	Monthly	4,690	4,927	5,150	5,383	5,597	5,849
	Bi-weekly	2,156	2,265	2,368	2,475	2,573	2,689
	Hourly	29.94891	31.46232	32.88633	34.37420	35.74074	37.34994
17	Monthly	4,869	5,113	5,347	5,587	5,810	6,071
	Bi-weekly	2,239	2,351	2,458	2,569	2,671	2,791
	Hourly	31.09195	32.65006	34.14432	35.67688	37.10089	38.76756
18	Monthly	5,054	5,309	5,549	5,799	6,031	6,304
	Bi-weekly	2,324	2,441	2,551	2,666	2,773	2,898
	Hourly	32.27331	33.90166	35.43423	37.03065	38.51213	40.25543
19	Monthly	5,246	5,510	5,760	6,020	6,261	6,543
	Bi-weekly	2,412	2,533	2,648	2,768	2,879	3,008
	Hourly	33.49936	35.18519	36.78161	38.44189	39.98084	41.78161
20	Monthly	5,445	5,721	5,978	6,249	6,498	6,791
	Bi-weekly	2,503	2,630	2,749	2,873	2,988	3,122
	Hourly	34.77011	36.53257	38.17369	39.90421	41.49425	43.36526
21	Monthly	5,653	5,938	6,205	6,486	6,746	7,049
	Bi-weekly	2,599	2,730	2,853	2,982	3,102	3,241
	Hourly	36.09834	37.91826	39.62324	41.41762	43.07791	45.01277

**1998-2001 HEABC/Paramedical Professional  
Bargaining Association Wage Schedule**

**Effective April 1, 2000:  
General Wage Increase of 2.00%**

<b>Grid Level</b>		<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>	<b>6<sup>th</sup> Year</b>
2	Monthly	2,850	2,993	3,129	3,270	3,400	3,555
	Bi-weekly	1,310	1,376	1,439	1,503	1,563	1,634
	Hourly	18.19923	19.11239	19.98084	20.88123	21.71137	22.70115
3	Monthly	2,958	3,107	3,247	3,394	3,530	3,689
	Bi-weekly	1,360	1,429	1,493	1,560	1,623	1,696
	Hourly	18.88889	19.84036	20.73436	21.67305	22.54151	23.55683
4	Monthly	3,071	3,224	3,370	3,523	3,665	3,828
	Bi-weekly	1,412	1,482	1,549	1,620	1,685	1,760
	Hourly	19.61047	20.58748	21.51980	22.49681	23.40358	24.44444
5	Monthly	3,188	3,349	3,499	3,656	3,803	3,975
	Bi-weekly	1,466	1,540	1,609	1,681	1,749	1,828
	Hourly	20.35760	21.38570	22.34355	23.34610	24.28480	25.38314
6	Monthly	3,309	3,476	3,630	3,795	3,947	4,125
	Bi-weekly	1,521	1,598	1,669	1,745	1,815	1,897
	Hourly	21.13027	22.19668	23.18008	24.23372	25.20434	26.34100
7	Monthly	3,433	3,606	3,770	3,940	4,097	4,284
	Bi-weekly	1,578	1,658	1,733	1,811	1,884	1,970
	Hourly	21.92209	23.02682	24.07407	25.15964	26.16220	27.35632
8	Monthly	3,565	3,743	3,913	4,089	4,253	4,444
	Bi-weekly	1,639	1,721	1,799	1,880	1,955	2,043
	Hourly	22.76501	23.90166	24.98723	26.11111	27.15837	28.37803
9	Monthly	3,692	3,880	4,052	4,237	4,405	4,605
	Bi-weekly	1,697	1,784	1,863	1,948	2,025	2,117
	Hourly	23.57599	24.77650	25.87484	27.05619	28.12899	29.40613
10	Monthly	3,825	4,019	4,200	4,390	4,566	4,770
	Bi-weekly	1,759	1,848	1,931	2,018	2,099	2,193
	Hourly	24.42529	25.66411	26.81992	28.03321	29.15709	30.45977
11	Monthly	3,972	4,169	4,358	4,557	4,739	4,953
	Bi-weekly	1,826	1,917	2,004	2,095	2,179	2,277
	Hourly	25.36398	26.62197	27.82886	29.09962	30.26181	31.62835
12	Monthly	4,121	4,330	4,525	4,730	4,919	5,140
	Bi-weekly	1,895	1,991	2,080	2,175	2,262	2,363
	Hourly	26.31545	27.65006	28.89527	30.20434	31.41124	32.82248

**1998-2001 HEABC/Paramedical Professional  
Bargaining Association Wage Schedule**

**Effective April 1, 2000:  
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<b>Grid Level</b>		<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>	<b>6<sup>th</sup> Year</b>
13	Monthly	4,279	4,494	4,698	4,909	5,106	5,336
	Bi-weekly	1,967	2,066	2,160	2,257	2,348	2,453
	Hourly	27.32439	28.69732	30.0000	31.34738	32.60536	34.07407
14	Monthly	4,440	4,664	4,875	5,095	5,299	5,539
	Bi-weekly	2,041	2,144	2,241	2,343	2,436	2,547
	Hourly	28.35249	29.78289	31.13027	32.53512	33.83780	35.37037
15	Monthly	4,610	4,841	5,061	5,290	5,501	5,749
	Bi-weekly	2,120	2,226	2,327	2,432	2,529	2,643
	Hourly	29.43806	30.91315	32.31801	33.78033	35.12771	36.71137
16	Monthly	4,784	5,026	5,253	5,491	5,709	5,966
	Bi-weekly	2,200	2,311	2,415	2,525	2,625	2,743
	Hourly	30.54917	32.09451	33.54406	35.06386	36.45594	38.09706
17	Monthly	4,966	5,215	5,454	5,699	5,926	6,192
	Bi-weekly	2,283	2,398	2,508	2,620	2,725	2,847
	Hourly	31.71137	33.30140	34.82759	36.39208	37.84163	39.54023
18	Monthly	5,155	5,415	5,660	5,915	6,152	6,430
	Bi-weekly	2,370	2,490	2,602	2,720	2,829	2,956
	Hourly	32.91826	34.57854	36.14304	37.77139	39.28480	41.06003
19	Monthly	5,351	5,620	5,875	6,140	6,386	6,674
	Bi-weekly	2,460	2,584	2,701	2,823	2,936	3,069
	Hourly	34.16986	35.88761	37.51596	39.20817	40.77905	42.61814
20	Monthly	5,554	5,835	6,098	6,374	6,628	6,927
	Bi-weekly	2,554	2,683	2,804	2,931	3,047	3,185
	Hourly	35.46616	37.26054	38.93997	40.70243	42.32439	44.23372
21	Monthly	5,766	6,057	6,329	6,616	6,881	7,190
	Bi-weekly	2,651	2,785	2,910	3,042	3,164	3,306
	Hourly	36.81992	38.67816	40.41507	42.24777	43.93997	45.91315

## 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).
- Paramedical –** 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.
- 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 Qual. –** 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  $3 \times 156.6$ . (Each reference period is divided by  $3 \times 156.6$  to give the average number of FTE for the three (3) month period.)

The reference periods are:

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

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

### **2. Miscellaneous Provisions**

- (a) Where the classification definition requires the supervision of another paramedical, the second paramedical must be a regular employee.
- (b) The number of staff does not include the Chief Paramedical 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) 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.
- (e) All Grade I positions may be required to demonstrate procedures to other employees and students, from their own and other facilities/agencies.
- (f) 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.
- (g) Differential – Where the Chief Paramedical/Section Head is at the same grade level as a subordinate, the Chief/Section Head will be classified at one grade higher.
- (h) 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.
- (i) A Technologist who performs special procedures/techniques for the majority of time will be paid at the Grade III level.
- (j) 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.
- (k) A Paramedical who performs additional procedures/techniques/job functions for the majority of time will be paid at the Grade II level.
- (l) 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.
- (m) 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.
- (n) A Diagnostic Medical Sonographer who performs ultrasound procedures for the majority of time will be paid at the Grade III level.

- (o) 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 Paramedicals**

- (a) Each paramedical department of the employer listed in the classification definitions will have one (1) person, the Chief Paramedical, slotted to the appropriate grade level.
- (b) It is agreed that Section 3 (a) will not be applied to those departments where the Chief Paramedical 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 paramedical(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-paramedical 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 paramedical(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 or more than twelve (12) up to and including eighteen (18) FTE.
- (c) A Nuclear Medicine Technologist delegated by the facility to be responsible for research and development work for the majority of time in a laboratory where that laboratory has a staff of more than twelve (12) FTE.
- (d) A Nuclear Medicine Technologist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.
- (e) A Nuclear Medicine Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Nuclear Medicine Technologist who also provides a regional service.
- (f) A Nuclear Medicine Technologist delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of more than twelve (12) FTE.

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

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

two (2) Nuclear Medicine Technologists and where that department has a staff of more than eighteen (18) FTE.

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

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

## **OCCUPATIONAL THERAPIST**

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

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

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

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

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

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

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

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

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

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

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

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

- (c) An Occupational Therapist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

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

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

## **ORTHOTIST/PROSTHETIST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PHARMACIST**

**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 an 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 (1) 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, LETTERS OF INTENT,**  
**LETTERS OF UNDERSTANDING, AND**  
**MEMORANDA**

**APPENDIX 1 – ADDENDUM\* – HEALTH CARE OCCUPATIONAL HEALTH AND SAFETY AGENCY**

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Re: ESLA Job Sharing

**APPENDIX 15 – MEMORANDUM OF UNDERSTANDING**

Re: Job Sharing – Non-Accord

**APPENDIX 16 – MEMORANDUM OF UNDERSTANDING**

Re: Long Term Disability \*

**APPENDIX 17 – MEMORANDUM OF UNDERSTANDING**

Re: Overtime Payments

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**APPENDIX 19 – MEMORANDUM OF UNDERSTANDING**

Re: Return-To-Work Committee

**APPENDIX 20 – MEMORANDUM OF UNDERSTANDING**

Re: Return-To-Work Program



## **APPENDIX 1 – ADDENDUM\* – HEALTH CARE OCCUPATIONAL HEALTH AND SAFETY AGENCY**

The Parties recognize that there is an ability to involve other agencies and government, through partnerships, thereby multiplying the advantages of working together.

The Parties recognize that the ability to promote best practices and conduct necessary research is enhanced through a joint effort, thereby increasing acceptance, trust and understanding of solutions to mutually beneficial objectives.

The Parties recognize the benefit of and are committed to establishing a government funded approach to joint identification and implementation strategies where safe work environments, healthy workforces and quality patient care can be achieved through prevention, safe workloads, promotion of safe work practices, safe early return to work, pilot programs and sharing of best practices among Union members, Employers, and industry at large.

To that end, the Parties agree to establish a jointly run agency for the purpose of developing and evaluating program objectives with respect to prevention programs and compliance with Workers' Compensation Board requirements.

Where the Agency identifies practices, programs or models which have the potential to improve occupational health and safety or improve compliance with Workers' Compensation Board regulations and recommendations in the health sector, the Agency shall promote the adoption of the practice, program or model in accordance with Agency guidelines or with such modifications deemed by the Agency to provide an equal or greater degree of protection to workers.

### **PUBLIC SECTOR ACCORD ON OCCUPATIONAL HEALTH AND SAFETY**

#### **I. Preamble:**

Workers, employers and the Government of British Columbia share the objective of promoting safe and healthy workplaces throughout the health care sector in the province.

Hospitals, long term care facilities and community health care agencies have not had good health and safety records. For example the Workers' Compensation Board reports that there were 4,591 short term disability claims among health care workers in 1996 and 23,756 claims in the five years between 1992 and 1996 inclusive. Experts estimate that, at any one time, fully five per cent of union members in the Facilities sub-sector are on long term disability and annually losing over 200,000 lost days of work.

Unions, the employers and the government all have an economic incentive and a social responsibility to foster safety and reduce injuries. Improved health and safety practices, better health and safety training and the adoption of best practices across the sector are in the interests of workers, employers, patients and the broader public. Workplace injuries and occupational diseases impose a very significant burden on health care workers and their families. They also result in the loss of skilled and experienced

workers to the health care system, while resulting in significant additional costs for treatment, recovery and income replacement.

In light of the significant benefits to workers, employers and the province's health care system from policies and programs which prevent accidents and occupational diseases, the Unions (represented by bargaining Associations), Employers (represented by the Health Employers Association of BC) (HEABC) and the Government of British Columbia (the Government), have concluded a new Occupational Health and Safety Accord, explicitly designed to promote these goals.

## **II. Objectives of the Accord:**

The objectives of the Accord are set out in the attached addendums and are summarized as follows:

- promote a safe and healthy work environment through healthy workforces, safe workloads and promotion of safer work practices
- reduce the incidence of accidents and occupational diseases
- facilitate cooperation between unions and employers on health and safety issues
- implement pilot and demonstration programs
- provide education and training to health care workers through local OH&S committees
- encourage safe early return to work programs
- share information and experience across the sector
- research and implement innovative health and safety solutions and best practices
- strengthen linkages with the accident prevention programs of the WCB
- establish an institutional framework for implementing these objectives
- improved compliance with WCB regulations and recommendations
- promote the adoption of the practice, program or model
- provide an equal or greater degree of protection to workers.

## **III. Parties to the Accord:**

There are three Parties to the Accord: the Unions (represented by bargaining associations), HEABC and the Government of British Columbia. Each Party commits to working cooperatively to implement both the spirit and the specific undertakings of this Accord. Further, the Parties may wish to involve other agencies through partnership arrangements.

## **IV. Establishment of a Health Care Occupational Health and Safety Agency:**

To facilitate achievement of the objectives of the Accord, the Parties have agreed to establish a Health Care Occupational Health and Safety Agency. The Agency will be jointly administered with equal representation from the unions and employers with a neutral chair selected by the unions and employers. It will work with all members of the health care community to develop guidelines and programs designed to promote better health and safety practices through prevention, safe workloads, promotion of safe work

practices, safe early return to work, pilot programs and sharing of best practices. It will also develop new measures to assess the effectiveness of programs and innovations in this area.

The Agency will develop a methodology for evaluating outcomes, establish goals for its programs, including measurable outcomes, and apply the methodology to audit outcomes. These audits will be available to the Parties and the public.

**V. Funding:**

The Agency will be self-financing, that is funded on a cost-neutral basis through savings resulting from better health and safety practices. Resources will be generated from a variety of different sources, including savings from lower accident and injury rates, improved safe return to work programs, a lower WCB assessment rating and the implementation of new WCB worksafe programs. The Agency will directly negotiate these arrangements with the Workers' Compensation Board.

As savings will not be realized until after new Agency programs have had time to demonstrate their effectiveness, the province will provide an accountable advance from the Ministry of Health to enable it to begin operations. This advance will be repaid over time from the savings resulting from the Agency's activities.

The Ministry of Health of the Government of British Columbia will provide to the Health Care Occupational Health and Safety Agency for the initial three-year period from the date of its formal establishment by the Parties, accountable advances in the following amounts:

Fiscal 1998 – 1999	\$5,000,000
Fiscal 1999 – 2000	\$4,000,000
Fiscal 2000 – 2001	\$2,000,000

and; with the condition that no more than \$1,000,000 annually be devoted to operating expenditures, and that unexpended funds be carried forward into the following years.

The Agency will audit its programs to document expenditures and identify savings achieved. It will publish annual reports of the audits.

**VI. Implementation:**

On ratification of the Accord, a working group composed of equal representation from the Unions (represented by the bargaining associations) and HEABC will be established. This working group shall be guided by collective agreement language in developing a work plan for the establishment of the Agency, including the appointment of an Executive Director and appropriate staff.

**APPENDIX 2 – LETTER OF INTENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA  
(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Employee Assistance Plans**

Health Employers Association of B.C. will encourage its membership to explore the concept and benefits to be derived from establishing Employee Assistance Programs.

**APPENDIX 3 – LETTER OF INTENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA  
(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Salary Deferment Leave Plan**

Health Employers Association of B.C. will encourage its membership to explore the concept and benefits to be derived from establishing a salary deferment leave plan.

**APPENDIX 4 – LETTER OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA  
(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: HLAA\***

WHEREAS the Parties have had an opportunity to work jointly on labour adjustment issues through the Health Labour Adjustment Agency (“HLAA”) and through that organization have developed relationships outside of the Collective Agreement which have yielded solutions to complex labour relations issues;

AND WHEREAS the above-mentioned solutions were largely successful because of the partnership approach taken by all of the Parties to the HLAA;

AND WHEREAS on May 8, 1996, the Industrial Inquiry Commissioner (“IIC”) Vincent Ready published recommendations to resolve collective bargaining disputes, which included the following statements:

“Since the Government of British Columbia is the paymaster for healthcare and in view of my recommendations that the Government provide the funding to adequately permit the HLAA to carry out its recommended mandate. . .”

NOW THEREFORE the Parties agree as follows:

1. The Parties shall support the on-going work by the HLAA by ensuring that the Government of British Columbia fully understands and appreciates the importance of ensuring that an appropriate level of funding continues during the term of the collective agreement.
2. From nine (9) million to (12) million dollars will be provided annually in order to maintain the integrity of the principles under which the HLAA has been funded to date.
3. To that end, the HLAA Board of Directors will approve a business plan for the operation of the HLAA.

Any unexpected funds from the approved business plan shall be applied to the requirements of the next fiscal year’s business plan.

**APPENDIX 5 – LETTER OF UNDERSTANDING**  
**between**  
**HEALTH EMPLOYERS ASSOCIATION OF**  
**BRITISH COLUMBIA**  
**(on behalf of its members)**  
**and**  
**THE ASSOCIATION**

**Re: Levelling\***

1. Employees who have already been subject to the Taylor levelling process either in 1997 or in 1998 shall continue to be governed by that process and the effective dates already identified by the parties for application of the appropriate grid levels shall be honoured. HEABC and the Paramedical Association will encourage Mr. Munroe to do what he can to expedite his decisions in this regard.
2. Except as set out below, all Paramedical employees covered by certifications in place as of January 1, 1999 will receive full and complete application of all the provisions of the Paramedical Professional Agreement effective from April 1, 1999.

3. With respect to employees not covered by paragraph (1), the parties will enter into an expedited process to establish interim grid levels for all the jobs involved on an individual employer basis. Once the interim grid level is established, it is without prejudice to either party's right to refer the interim decision to arbitrator Don Munroe for a final and binding decision.
4. It is understood that, in establishing appropriate grid levels, consideration will be given to the particular organizational structures and the methods of providing service by community employers.
5. The expedited process set out in paragraph (3) to establish interim grid levels will be facilitated by Brian Foley in the capacity of mediator/arbitrator. Within two weeks of ratification of these overall recommendations for settlement, Mr. Foley will arrange for a case management meeting with the parties. That meeting will deal with such issues as:
  - identification of the number of positions/jobs involved;
  - establishment of the time frames for determining interim grid levels;
  - the need for retaining a differential between supervisory and subordinate positions in the same work units; and
  - consideration of what "base wage rate" should be used for integrating transferred/transferring employees into the Paramedical Professional grid level structure (that is, what wage rate should they be deemed to be receiving before the transfer).
6. Except as set out below, with respect to bargaining units certified after January 1, 1999, the Paramedical employees affected will receive full and complete application of all the provisions of the Paramedical Professional Agreement effective from six (6) months after the date of each certification. Any bargaining units certified after October 1, 2000 will only be covered by this provision with the mutual agreement of HEABC and the Paramedical Association.
7. Subject to paragraph (8), paramedical employees covered by paragraphs (2) to (6) herein and who were not previously covered by the HSA job classification system will be paid at the grade one rate or appropriate miscellaneous rate at the time that they are standardized to the Paramedical Agreement. These employees will then be eligible for reclassifications after April 1, 2000 under the terms of the Collective Agreement. However, during the terms of the collective agreement, the costs of these reclassifications shall be limited to \$500,000.
8. No employees affected by the levelling process shall receive a reduction in salary as a result of levelling positions. Such employees will receive red-circling wage protection until such time as the wage rate established for the position exceeds their rate of pay, at which point the new rate will take effect.
9. There shall be no superior benefits maintained by any Paramedical employee who is levelled to the Paramedical Agreement on or after April 1, 1999 by virtue of the application of the foregoing provisions.

## **PART Q – Levelling – Hours of Work**

For employees moving to the 36 hour work week, the following factors are to be considered in the implementation of the 36 hour work week:

1. The terms of each previously applicable collective agreement;
2. The operational needs of the Employer to provide health care;
3. Subject to the above, the employee preferences with respect to the following alternative shift schedules:
  - (a) 7.5 hour days, with a day off every 5th week;
  - (b) 7.5 hour days, with days off taken in a block at specific times, e.g. during periods of bed closures or other slow periods;
  - (c) 8 hour days with a 9 day fortnight;
  - (d) Shorter work days;
  - (e) Extended hours;
  - (f) Any other alternative deemed appropriate by the parties.

In the event the parties are unable to resolve any shift schedule, either party may refer the dispute to expedited final offer selection arbitration. All referrals must take place prior to March 15, 1999 or within three working days of the dispute arising.

Shift schedules shall be implemented by April 1, 1999. Any disputed shifts will be implemented on a date set by the arbitrator.

The arbitrator is Colin Taylor.

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 factors above and will continue to provide efficient and effective health care services.
2. The parties shall fax their written position and the rationale in five pages or less to the arbitrator with a fax 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.

## **PART R – Levelling – Transitional**

### **1. PEA Classifications**

The job matches identified in a 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 will continue to apply.

2. **Seniority**

In accordance with the health care legislation and the applicable transfer agreements, employees shall port all their seniority.

3. **Leave of Absence**

All transferred/devolved employees on leave of absence on April 1, 1999 (for example, parental leave) in accordance with their former collective agreement will remain on leave as originally granted on an incumbent only basis. Upon expiry of the current leave, the provisions of the Paramedical Professional Collective Agreement shall apply.

4. **Accumulated Sick Leave And Accrued Time Off**

Sick leave and time off accrued and banked by employees until March 31, 1999 under their former collective agreement shall be retained by those employees after April 1, 1999.

5. **Superior Benefits – Special Leave**

All transferred (ie. Devolved) Paramedicals having Special Leave in their former collective agreement shall receive a credit of 72 hours Special Leave as at April 1, 1999. (Part-time employees shall be prorated). From this point forward the accrual for credits shall be based on the formula established in the Paramedical Agreement.

6. **Superior Benefits – STIIP Plan**

All transferred (ie. Devolved ) Paramedicals having a STIIP Plan in their former collective agreement will have an accrual bank calculated at April 1, 1999.

Effective April 1, 1999, the Employer will calculate employee Sick Leave in accordance with the sick leave provisions of the collective agreement between the Paramedical Professional Bargaining Association and HEABC as if the employee has always worked under the Sick Leave Plan. In no case shall the calculation result in less than 18 days in the employee's sick leave bank.

7. **Superior Benefits – Self Funded Leave**

All transferred (ie. Devolved) Paramedicals having a Self Funded Leave Memorandum in their former collective agreement and enrolled as a participant prior to February 1, 1999 shall maintain the plan on an incumbent only basis up and until the current leave applied for is utilized under the terms of the Memorandum.

8. **Superior Benefits – LTD**

All transferred (ie. Devolved) Paramedicals currently on LTD or in the LTD waiting period as at April 1, 1999 will remain covered by the provisions of their former collective agreement on an incumbent only basis for the duration of their



leave. Upon expiration of the leave the provisions of the Paramedical Collective Agreement shall apply.

9. **Overtime , Shift Work, And Standby – PEA**

Any OSS benefits accrued to PEA employees until March 31, 1999 under their former collective agreement will be retained and must be taken or paid off by December 31, 1999 pursuant to Article 15.03 of the PEA collective agreement.

10. **Auxiliaries – BCGEU and PEA**

BCGEU and PEA auxiliary employees with benefit eligibility entitlement as of March 31, 1999 (Refer Article 35.10 of the PEA Agreement and Article 31.9 of the BCGEU Agreement) shall port that entitlement into the Paramedical Professional Collective Agreement. However, from October 1, 1999, their continued eligibility will be subject to Article 3.03(b)(ii) of the Paramedical Professional Collective Agreement.

**APPENDIX 6 – LETTER OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA  
(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Municipal Superannuation**

Health Employers Association of B.C. will co-operate with the Union in lobbying the provincial government to seek, for union members covered by the Municipal Superannuation Plan, a reduction of the retirement age from 60 to 55 and funding to meet this change.

**APPENDIX 7 – LETTER OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA  
(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Supplemental Employment Benefits Plan**

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

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant to the Provincial Agreement.
2. All regular employees employed by the employer who are in the Association are covered by the Plan. Casual employees are not covered by the Plan.
3. The benefit level for eligible employees under the Plan is as follows:
  - (a) Maternity leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:

85% of normal weekly earnings
  - (b) Fifteen additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:

85% of normal weekly earnings
  - (c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
  - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-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 Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
  13. In the event that present or future legislation renders null and void or materially alters any provision of this 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.

## **APPENDIX 8 – 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.

## **APPENDIX 9 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

### **Re: Article 24.01 – Hours of Work\***

In considering changes to current EDO/ATO schedules for specific work units, the following factors shall be reviewed: the terms of the Collective Agreement and the operational needs of the Employer to provide health care.

The process for dealing with such changes is as follows:

- 1) The Employer must give the affected employees a clear and detailed outline of what it wishes to do;
- 2) The Employer must have good reason(s) for making the proposal in the first place, and it must express the reason(s) to the affected employees and be prepared to engage in dialogue with respect thereto;
- 3) The Employer must invite a reply from the affected employees in the work unit and it must give the employees reasonable opportunity to formulate a reply and make their own proposal(s);

- 4) The Employer must give bona fide consideration to any proposals which the employees in the work unit might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives;
- 5) Within this framework, the Employer must make every reasonable effort to secure mutual agreement; and
- 6) The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision of the Collective Agreement.

In the event the parties are unable to mutually agree to a shift schedule through the above process, either party may refer the dispute to expedited final offer selection arbitration.

The procedure for the final offer selection shall be:

- 1) The onus will be on each party to establish that its respective position conforms to the above factors.
- 2) The parties shall fax their written position and their rationale in five pages or less to the arbitrator with a faxed copy to the other party within three working days after the referral to arbitration.
- 3) The expedited arbitrator may contact the parties if clarification is required on these submissions.
- 4) The expedited arbitrator shall issue by fax a final and binding decision within four working days of receiving both presentations.
- 5) The arbitrator will select the position of the party which has presented the most compelling reasons for acceptance of its position.

I recommend that HEABC provide the Paramedical Association with a letter which will state as follows:

“Where the Employer has introduced a 7.2 hour day since August 1, 1997, the Union may engage in a process of discussion with the Employer on the schedule, provided that:

- i) a majority of the employees in the work unit who have been impacted by the introduction of the 7.2 hour day so desire.
- ii) there has not already been discussion of an equivalent nature to that referred to below.

The process will be initiated no later than March 31, 1999 and will follow the steps outlined in the Memorandum of Understanding – Hours of Work. The parties acknowledge that the process is without prejudice.

## **APPENDIX 10 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

### **Re: Child Development Centres**

The parties agree to amend the language of the Master Agreement to reflect the health and human service roles of CDCs and other non-hospital facilities covered by the agreement.

The parties also agree to consider a Memorandum or Appendix to the Master Agreement to include any agreed upon provisions which address specific needs of employers and employees, but which cannot easily be incorporated into the Master Agreement.

## **APPENDIX 11 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

### **Re: Classification\***

HEABC and the Paramedical Association will establish a joint job classification committee to review the overall job classification system.

1. The review will be guided by the following type of principles:
  - the job classification system must be responsive to the ever-changing health care environment
  - the job classification system must result in the classification of jobs based on fair and consistent criteria
  - The job classification system must recognize the value and contribution of paramedical employees to quality health care
  - The job classification system must be flexible and not create administrative burdens

2. Employees' compensation will not be adversely affected by any job classification changes.
3. The joint job classification committee will be comprised of equal representation from HEABC and the Paramedical Association. The committee will not exceed a total of ten (10) members.
4. Stan Lanyon will act as facilitator for this process and his fees and expenses will be shared by the parties. If Mr. Lanyon is unable to provide this service, Brian Foley will name an alternate.
5. The objective/goal of the process will be to reach agreement on changes to the job classification system by March 31, 2000.
6. If the joint job classification committee has not reached agreement on changes to the system by March 31, 2000, the facilitator (Mr. Lanyon or an alternate) will provide HEABC and the Paramedical Association with non-binding recommendations on what changes are appropriate.
7. HEABC and the Paramedical Association agree that they will submit the facilitator's recommendations to their principals for consideration.

## **APPENDIX 12 – 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, 1998 – March 31, 2001 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 shifts hours or weekly full shift hours as set out in the Paramedical Professional Association/HEABC Application for Extended Hours and agreed to by the employees and their representative (the Union) and the Employer and its representative (HEABC).

**Shift** – means the consecutive working hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period.

## **Article 13 – Severance Allowance**

### **13.01 Severance Allowance**

Employees with ten (10) years of service (other than those mentioned in item (c) below) will be entitled to 36 hours of pay for every two (2) years of service to a maximum of 720 hours' pay.

In the calculation of severance allowance, hours worked before the first pay period prior to September 30, 1993, will be based on a 37.5 hour work week.

## **Article 17 – Leave – Education**

**17.02** Education leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

- (a) The Employer will grant up to a maximum of 36 hours education leave of absence with pay per agreement year.

The Employer shall grant 7.2 hours leave of absence at straight time rates when an employee attends an approved educational program on two (2) consecutive days off.

## **Article 21 – Leave – Statutory Holidays**

### **21.04 Work on a Calendar Statutory Holiday**

If an employee is required to work on any calendar statutory holiday as outlined in Article 21.01, the employee shall be paid at double time (2X) rates for all regular hours worked, and in addition will receive another 7.2 paid hours off as a holiday. For shifts longer than eight (8) hours, double time (2X) rates will be paid for all hours worked between 0001 and 2400 hours on the holiday.

### **21.07 Super Stats \***

Employees who are required to work on Christmas Day, Labour Day, or Good Friday, shall be paid at the rate of two and one half (2.5) time for the first seven point two (7.2) hours worked and shall receive another seven point two (7.2) paid hours off as a holiday. For shifts longer than eight (8) hours, the rate of two and one half (2.5) time shall be paid for all regular hours worked between 0001 and 2400 hours on the named



day. In such cases, the rate of two and one half (2.5) time shall be paid for the total hours worked.

## **Article 24 – Hours of Work**

**24.01** The hours of work shall be those described in the Union/HEABC Application for Extended Hours and agreed to by the employees and their representative (the Union) and the Employer Health Organization (HEABC). The weekly hours of work will average 36 hours per week over the period of weeks in the rotation.

**24.05** A minimum meal period of one-half (1/2) hour shall be provided during each shift of less than ten (10) hours. Two (2) meal periods of one-half (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 \$10.00.
- (ii) The employee is scheduled to work ten (10) hours or more and does not receive the two meal periods, exclusive of the shift, then the employee shall receive regular pay for the shift worked plus sixty (60) minutes pay at time and one-half (1.5) the regular pay.

If an employee is directed by the Employer to remain at her/his work area during the meal break and is not given compensatory time off later in the shift the meal break will be paid for as overtime.

**24.06** Employees working a shift of ten (10) hours or more shall receive three (3) rest periods distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

Employees taking rest periods in their work areas shall receive fifteen (15) minute breaks; those using the cafeteria shall be allowed ten (10) minutes in the cafeteria.

## **Article 25 – Overtime**

### **25.03 Overtime Rates**

- (a) Overtime shall be calculated on the employee's regular hourly rate of pay and paid at the rate of time and one-half (1.5X) on the following basis:
  - (1) for the first 2 hours in excess of the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application).
  - (2) for the first 7.2 hours in excess of the scheduled hours per week (as outlined in the Union/HEABC Extended Hours Application).
- (b) Overtime shall be calculated on the employee's regular hourly rate of pay and paid at the rate of double time (2X) on the following basis:

- (1) for all hours in excess of the first 2 hours worked after the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application).
  - (2) for all hours in excess of the first 7.2 hours) worked after the scheduled hours per week (as outlined in the Union/HEABC Extended Hours Application).
  - (3) for all hours worked on an employee's scheduled day off.
- (c) Overtime at the rate of one and one-half (1.5X) times the appropriate holiday rate shall be paid on the following basis:
- (1) for all hours worked in excess of the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application) on a calendar statutory holiday.
  - (2) for all hours worked in excess of the scheduled hours per day (as outlined in the Union/HEABC Extended Hours Application) on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than 14 calendar days' advance notice.

**Article 27 – Shift Premium**

**27.01 Shift Premium**

Shift premium is payable for all hours worked between 1600 and 2400 hours and between 0001 and 0800 hours.

**APPENDIX 13 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Child Care Facilities**

The Parties agree to approach the HEU and the BCNU to seek their participation in a joint association/management study on the demand for and provision of child care facilities, and further agree to approach the Ministry of Women's Equality for funding for the study.

## **APPENDIX 14 – MEMORANDUM OF UNDERSTANDING**

**between**  
**HEALTH EMPLOYERS ASSOCIATION OF**  
**BRITISH COLUMBIA**  
**(on behalf of its members)**  
**and**  
**THE ASSOCIATION**

### **Re: ESLA Job Sharing**

The purpose of this Memorandum of Understanding is to allow for the implementation of job sharing as specified in the ESLA.

#### **Article 1 – Preamble**

- 1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily “job share” a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.2 A “Job Sharing Arrangement” refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.
- 1.3 Job Sharing Arrangements entered into under this agreement shall serve a labour adjustment purpose and shall be governed by the conditions set out below.
- 1.4 The HLAA will pay the additional cost of group benefits that result from such job sharing agreements.

#### **Article 2 – Participation**

- 2.1 Job sharing arrangements are voluntary and no employee shall be compelled or pressured into a job sharing arrangement by the Employer.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4). Such a request shall not be unreasonably denied subject to operational requirements and confirmation of a labour adjustment purpose.
- 2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.

Job sharers will be within the same department and classification except where the Employer and Union agree in good faith. It is understood that classification distinctions based on numbers supervised and shift worked will not act as a bar to participation in job sharing.

Movement between sections will be subject to the ability of both participants to perform the duties of the position. It is understood that a need for a brief orientation does not mean the employee is unable to perform the duties of the position.

- 2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3, above.

### **Article 3 – Maintenance of Full-Time Positions \***

- 3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement and the ESLA.
- 3.3 If one job sharing partner decides to discontinue participating in a job share, 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 and covered by the employment security provisions of the ESLA.

The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement and covered by the employment security provisions of the Employment Security Agreement (Accord).

- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.

### **Article 4 – Schedules and Job Descriptions**

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.

- 4.2 Job descriptions for the job sharing partners will be identical.
- 4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
- 4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

#### **Article 5 – Benefits**

- 5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Master Agreement.
- 5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.
- 5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

#### **Article 6 – Relief**

- 6.1 Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

## **APPENDIX 15 – MEMORANDUM OF UNDERSTANDING**

**between**  
**HEALTH EMPLOYERS ASSOCIATION OF**  
**BRITISH COLUMBIA**  
**(on behalf of its members)**  
**and**  
**THE ASSOCIATION**

#### **Re: Job Sharing – Non-Accord**

#### **Article 1 – Preamble**

- 1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily “job share” a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.2 A “Job Sharing Arrangement” refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.
- 1.3 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 non-Accord 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 registration with the HLAA and/or internal options. Such employees can opt to define a comparable job as  $\pm 2$  of their FTE component of the job share. In either case, such employees' hours will be maintained only to the level the employee worked in the job share.

- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.
- 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.

#### **Article 6 – Relief**

- 6.1 Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

## APPENDIX 16 – MEMORANDUM OF UNDERSTANDING

**between**  
**HEALTH EMPLOYERS ASSOCIATION OF**  
**BRITISH COLUMBIA**  
**(on behalf of its members)**  
**and**  
**THE ASSOCIATION**

**Re: Long Term Disability\***

1. With the exception of HSA members, all members of the Paramedical Professionals Bargaining Association (PBA) will participate in a new PBA/LTD plan effective April 1, 1999 (HBT/Non-HSA Paramedical LTD Plan). HSA members will be covered by a new plan (Trust #2) effective March 1, 1999.
2. HSA members will continue to contribute no more than 1.75% of basic earnings (consistent with the current contribution rates) during the term of this Collective Agreement to pay for LTD benefits. Non-HSA members will start to contribute effective April 1, 1999, no more than 1.9% of basic earnings (consistent with the current contribution rates of HSA members) during the term of this Collective Agreement to pay for LTD benefits.
3. Details of the structure, design and administration of the LTD plans will be worked out by the parties prior to ratification of the mediator's recommendations. There will be two (2) separate trusts and a third LTD Plan established. The following elements will be included in the consultation between the parties.
  - (a) **HSA/LTD Trust #1**
    - i) The current HSA/LTD Trust, referred to as Trust #1, will continue to operate and function subject to the terms and conditions of this Memorandum of Understanding.
    - ii) HSA eligible members who are disabled prior to March 1, 1999 will receive LTD benefits from Trust #1. There will be no new claimants to Trust #1 after this date.
    - iii) The HSA members will continue to pay their 1.75% of basic earnings, (ie., the current contribution rate) into Trust #1. As there will be no Employer contribution to this plan, benefits received from Trust #1 will continue to be non-taxable.
    - iv) The parties will recommend to the Healthcare Benefits Trust ("HBT") that HBT administer Trust #1 in a manner similar to the administration of its own trusts.



- v) HSA will recommend to the Trustees of the HSA LTD Benefit Plan that they forward a recommendation to the Board of Trustees of the HBT that the HBT Trustees consider trusteeship of Trust 1.
- b) **Trust 2 (HSA Members Only)**
  - i) The parties will work together to structure a new PBA/LTD plan, referred to as Trust #2.
  - ii) The parties will work together to structure Trust #2 so that it is consistent and equal to the proposed NBA/LTD plan. This will include establishing the correct weighted average wage rate for employees under the PBA collective agreement and changes to rehabilitation, early retirement options, own occupation definitions, etc.
  - iii) On April 1, 1999, the Government will contribute \$6 million to establish Trust #2.
  - iv) When Trust #1 is actuarially fully funded, the premium payments of all HSA members of the PBA will be diverted and paid into Trust #2. Based on the provision contained in the Trust #1 document and the ability of Trust #2 to receive any surplus, any surplus will be transferred to Trust #2.

Any surplus generated in Trust #2 will remain in Trust #2.
  - v) Any funding provided by the Provincial Government to the other healthcare LTD plans due to increases in the premium contribution required by HBT, or an actuarial evaluation, will result in an allocation of an equal percentage to the Paramedical LTD plans. This additional allocation is subject to Provincial Government funding.
  - vi) Members who are eligible and were disabled prior to April 1, 1999 who are members of the BCGEU, PEA, CUPE, and HEU, will be covered by their existing LTD plan(s) where they have existing plans.
  - vii) The HSA RPNs who are presently under the HSA LTD Plan will be transferred to the Nurses Bargaining Association (NBA) LTD plan effective the date of ratification of the mediator's recommendations. Their contributions into this Plan will be paid by the Employer at the same level as all other Nursing members of the Plan and the 1.75% deduction from their pay cheques will cease.
  - viii) Those HSA Community Support members who are under the HSA/LTD Plan will be covered under the PBA/LTD Plan (Trust #2) until another arrangement is negotiated through Vince Ready or until the Community Support LTD Plan is introduced on April 1, 2000. The intent is to ensure they remain covered by a LTD plan until they are moved to the Community Support LTD plan on April 1, 2000. Until such time, these members will continue to pay 1.75% (ie., their current contribution rate) to the HSA/LTD Plan (Trust #1).

- ix) HSA eligible members who are disabled prior to March 1, 1999 will be eligible for LTD benefits under Trust #1. All eligible HSA members who are disabled on or after March 1, 1999 will be eligible for benefits under Trust #2.
  - x) The parties will recommend to Healthcare Benefits Trust that HBT administer Trust #2.
  - xi) The Paramedical Bargaining Association will appoint trustees to Trust #2 prior to March 1, 1999.
- c) **HBT/Non-HSA Paramedical Professional LTD Plan (Non-HSA Members of the Paramedical Professional Bargaining Association)**

- i) Paramedical employees who are members of other unions in the PBA (BCGEU, PEA, CUPE, and HEU) will pay premiums of 1.9% of basic earnings (ie., consistent with the current HSA contributions) to a separate LTD Plan from that of Trust #2. This 1.9% deduction shall take effect April 1, 1999 and be for the term of the Collective Agreement. This 1.9% deduction will be reviewed at the conclusion of the Collective Agreement and may be increased should the experience rating demand an increase.

The premium contribution made by these members will not fall below 1.9% of basic earnings during the term of this Collective Agreement but may be adjusted downward should the experience rating allow such an adjustment on a three-year review of the separate LTD Plan.

Any surplus generated in this separate LTD Plan will remain in the Plan.

This separate LTD Plan will be a taxable employee contribution plan to be administered and trusted by the HBT.

This separate LTD Plan will use the same plan document, contain the same benefits and receive the benefits under section 3 b) ii) as that of Trust #2.

This separate LTD Plan will not have access to the \$6 Million identified in section 3 b) iii) above.

- 4. Mediator Brian Foley will remain seized of this matter until resolution of all outstanding issues.
- 5. The parties agree to pursue opportunities for gain sharing, including consideration of efficiencies and savings from restructuring arising from regionalization, or other items of local, regional, and/or provincial interest. Savings as agreed to by the parties from these initiatives will be used first to offset any additional costs of premiums that may result in the LTD plan. All gain sharing initiatives require the approval of PSEC Secretariat prior to implementation.

## **Trust #1**

**Re: HSA Group Insurance Plans  
Long Term Disability Insurance  
Life Insurance  
Accidental Death And Dismemberment**

The following summary of benefit entitlement under the HSA Group Insurance Plans is for information purposes only and does not create any new rights or obligations. In the event of any variations between this information and the provisions of the Plan's policies, the latter will prevail. (Pursuant to Section 3 (a) ii of the Memorandum of Understanding, Long Term Disability – Foley Report as amended, HSA members who are disabled prior to March 1, 1999 will receive LTD benefits from Trust #1. Only claims with a date of disability prior to March 1, 1999 will be eligible for adjudication under Trust #1).

***LTD Benefits:***

Total Disability – Benefit for total disability is  $66 \frac{2}{3}$  of regular monthly earnings at the date of disability.

Partial Disability – Following a period of total disability, the partial disability benefit is a reduced monthly benefit based on the percentage of regular monthly earnings lost due to the partial disability. The benefit is subject to an 85% all source maximum.

***LTD Elimination Period:***

The elimination or waiting period for LTD is 120 days of total disability.

***Group Life Insurance:***

There is \$30,000 life insurance for eligible regular employees.

***Accidental Death and Dismemberment:***

The principal sum for AD&D is \$30,000.

***Right of Appeal:***

If an employee's claim is denied by The Plans, the employee has the right of appeal through the Union.

## **Trust #2**

The following Long Term Disability (LTD) Plan is to be Trusteed by HSA and administered by a firm (Plan Administrator) appointed by the HSA Trustees and is applicable to all HSA Paramedical Professional Bargaining Association members who are disabled on or after March 1, 1999.

The following Plan document is for information purposes only and does not create any new rights or obligations.

## **Section 1 – Eligibility**

(Reprint of Article 34.05 of the Collective Agreement)

- (A) The Employer will sign up regular full-time and regular part-time employees, 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 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 the Union 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 the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.

(Note: Notwithstanding Article 34.05 (b) of the Collective Agreement, premiums for medical, dental and extended health insurance will be cost-shared by the Trust #2 and the claimant on a 50 – 50 basis, under the same conditions as outlined above).

Superannuation – Employees on long-term disability shall be considered employees for the purposes of superannuation in accordance with the Pension (Municipal and Public Service) 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 March 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 \$4,500 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$4,500 or, 66 ⅔% of pre-disability monthly earnings, whichever is more. The \$4,500 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 \$4,500 of the current monthly earnings and fifty percent (50%) on the currently monthly earnings above \$4,500 or, 66 ⅔% of currently monthly earnings, whichever amount is more, based on the wage rate in effect following review by the Plan Trustees, or their designate, every four years. (Note: the \$4,500 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 employees may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and if the employee chooses, her/his union), and the Plan Trustees, or their designate. 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 Plan Trustees, or their designate, 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 Plan Trustees, or their designate 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 programshall be eligible for any or all of the Rehabilitation Benefit Incentive Provision.
- (b) The intent of the Provision is to assist the employee with a return to 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, HLAA vacancies, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing.
- (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

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

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 Union. 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/his 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 Plan Trustees, or their designate, disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Plan Trustees,

or their designate, 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.

(B) Claims Adjudication Committee

During the term of the Agreement, one (1) person from the Plan Administrator, one (1) representative from the claims paying agent and two (2) representatives of the Union shall meet to work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims submissions, re-examination and decision review by the medical panel.

**Section 12 – Administration**

The Union shall appoint the Trustees and the Trustees shall appoint the Plan Administrator. The Union shall have access to any reports provided by the Plan Administrator and the claims paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be submitted in writing to the Trustees of the Plan within forty five (45) days of the incident giving rise to the question or as soon thereafter as is reasonable possible.

Should the party raising the interpretation question not be satisfied with the decision of the Trustees, they may advance their question to a third party arbitrator who shall be appointed by the Labour Relations Board under sections 104 (4) through 104(9) of the Labour Relations Code.

The decision of the arbitrator shall be subject to the provisions of sections 99 through 102 of the Labour Relations Code.

The Trustees shall pay for the cost of the arbitrator and hearing rooms. The cost for individual representation shall be borne by the party advancing the question.

**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 Paramedical Professional 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) the amount of the monthly early retirement benefit that the employee will receive;
  - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and
  - (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 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 Plan Trustees, or the Plan Administrator, 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 Plan Trustees, or their designate, 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.

- (E) Joint Early Retirement Improvement Committee

Within six (6) months of the ratification of this agreement two (2) persons from the Plan Administrator shall meet with two (2) representatives of the Union. The parties will work together to improve the early retirement incentive process.

The Committee will have access to all relevant information available to the Plan Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

## **HBT/Non-HSA Paramedical Professional LTD Plan**

The following Long Term Disability (LTD) Plan is to be administered and Truusted by Healthcare Benefit Trust (HBT) and is applicable to all Non-HSA Paramedical Professional Bargaining Association (PPBA) members who are disabled on or after April 1, 1999.

### **Section 1 – Eligibility**

(Reprint of Article 34.05 of the Collective Agreement)

- (A) The Employer will sign up regular full-time and regular part-time employees, 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 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 the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.

(Note: Notwithstanding Article 34.05 (b) of the Collective Agreement, premiums for medical, dental and extended health insurance will be cost-shared by the HBT/Non-HSA Paramedical Professional LTD Plan and the claimant on a 50 – 50 basis, under the same conditions as outlined above).

Superannuation – Employees on long-term disability shall be considered employees for the purposes of superannuation in accordance with the Pension (Municipal and Public Service) 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 \$4,500 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$4,500 or, 66<sup>2</sup>/<sub>3</sub>% of pre-disability monthly earnings, whichever is more. The \$4,500 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 \$4,500 of the current monthly earnings and fifty percent (50%) on the currently monthly earnings above \$4,500 or, 662/3% of currently monthly earnings, whichever amount is more, based on the wage rate in effect following review by the PPBA/HBT every four years. (Note: the \$4,500 figure will be adjusted as set out in Section 1(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 employees 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 PPBA/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, HLAA vacancies, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing.
- (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

“Rehabilitative Employment” shall mean any occupation or employment for wage or profit or any course of training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee’s doctor and the PPBA/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 PPBA. 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/his 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 PPBA/HBT disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the PPBA/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.

- (B) Claims Adjudication Committee

During the term of the Agreement, one (1) person from HBT, one (1) person from the claims paying agent and two (2) representatives of the PPBA shall meet to work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims submissions, re-examination and decision review by the medical panel.

## **Section 12 – Administration**

The PPBA 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 Paramedical Professional 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 superannuation 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 PPBA/ 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.
- (E) Joint Early Retirement Improvement Committee  
Within six (6) months of the ratification of this agreement two (2) persons from HBT shall meet with two (2) representatives of the PPBA. The parties will work together to improve the early retirement incentive process.  
The Committee will have access to all relevant information available to the Plan Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

## **APPENDIX 17 – 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 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 rates for the first 7.2 hours worked in excess of the full regularly scheduled work hours per week. (Midnight Saturday to midnight Saturday) except as provided in Article 25.03(b)(3).



### **Article 25.03(b)**

- (1) provides for double time (2X) rates for all hours worked in excess of the first 2 hours worked after the full regularly scheduled work hours per day, except as provided in Article 25.03(c)
- (2) provides for double time (2X) rates for all hours in excess of the first 7.2 hours worked after the full regularly scheduled hours per week (midnight Saturday to midnight Saturday). Overtime hours worked may be counted in the accumulation of the first 7.2 hours in excess of the regularly scheduled hours per week worked, however, overtime hours paid at the rate of double time on a daily basis will not be counted into the weekly computation.
- (3) provides for double time rates for all hours worked on an employee's scheduled day off.

For the purpose of this Memorandum, full scheduled hours per day refers to a 7.2 hour or greater day, and full scheduled hours per week refers to 36 hours per week, or the equivalent on the schedule.

### **Article 25.03(c)**

- (1) provides for one and one-half (1.5) times the appropriate holiday rate for all hours worked on a calendar statutory holiday.
- (2) provides for one and one-half (1.5) times the appropriate holiday rate for all overtime hours worked on a day which has originally been scheduled as a statutory holiday, but was changed by the Employer with less than 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 hours at double time rates per call-back until they worked in excess of two hours overtime in one day or until they have worked in excess of 7.2 hours over the regularly scheduled work week, however, overtime hours paid at the rate of double time on a daily basis will not be counted in the weekly computation.

### **Schedules (Article 24: Hours of Work)**

In situations where schedules are other than five days on, two days off, the following rules shall apply:

- (a) averaging schedules that encompass more than fourteen calendar days must be developed under Article 24.07 and must receive prior approval of HEABC and the Association.
- (b) schedules of fourteen days duration must average hours worked for the purpose of overtime payments according to the following example (these examples apply only to shift schedules where the shifts are 7.2 hours in length):
  - (i) employees working on a 6-1, 4-3, or 6-2, 4-2 schedule will be entitled to time and one-half rates as per Article 25.03(a)(2) for the first seven point two (7.2) hours worked in excess of forty-three point two (43.2) hours during the six day week and for the first seven point two (7.2) hours worked in excess of twenty-eight point eight (28.8) hours during the four day week.  
  
Article 25.03(b)(2) must be modified to reflect double time for hours in excess of fifty point four (50.4) hours during the six day week, and for hours worked in excess of thirty-six (36) hours during the four day week.
  - (ii) employees working on a 10-4 schedule must average their time over a fourteen calendar day period in order to accumulate the required hours for the payment of double time.

Article 25.03(a)(2) must be modified to reflect time and one-half (1.5x) rates for the first seven point two (7.2) hours in excess of seventy-two (72) hours except as provided in Article 25.03(b)(3).

Article 25.03(b)(2) must be modified to reflect double time (2x) rates for all hours in excess of seventy-nine point two (79.2).

Schedules other than the listed examples should be submitted to the Association and HEABC for interpretation should a dispute arise over the application of overtime.

## **APPENDIX 18 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF  
BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

### **Re: Public Service Pension Plan\***

Representatives of the Provincial Government, HEABC and the Paramedical Association agree to recommend to the Government an employee contribution reduction of 1% off the current contribution rates to the Plan, effective the first of the month following ratification of the Collective Agreement and continuing for a total of 16 months. This shall be paid out in the form of lump sums at three month intervals,

beginning with the first pay cheque in the fourth month after ratification. The new employee rates for this period will be 4.5% to YMPE and 6% over YMPE.

The Paramedical Association agrees that it will support an equivalent employer contribution reduction to the Plan.

I also recommend that the parties recommend to the Provincial Government that those members of the Paramedical Association who are still subject to the Public Service Pension Plan receive the benefit of changing the age and service requirement for the Plan from 90 to 85 effective April 1, 2000. In doing so, it is clearly understood that the other changes in benefits which were part of the Government-BCGEU accord would also apply.

## **APPENDIX 19 – 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 20 – MEMORANDUM OF UNDERSTANDING**

**between**  
**HEALTH EMPLOYERS ASSOCIATION OF**  
**BRITISH COLUMBIA**  
**(on behalf of its members)**  
**and**  
**THE ASSOCIATION**

### **Re: Return-To-Work Program**

#### **Preamble**

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

#### **Mutual Commitment**

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

Return to work programs will recognize the specific needs of each individual employee who participates.

#### **Voluntary Participation (Not applicable to HSA LTD Trust #2 and HBT/Non-HSA LTD)**

Employee participation in an established return to work program is voluntary. Employees may enter, withdraw and re-enter the program and an employee's participation or non-participation will not be the basis for any disciplinary action. Participation must include the consent of the employees' physician.

Employer creation of a return to work program is voluntary.

#### **Consultation**

Prior to entry into a return to work program, the Employer, the employee and the Union-designated representative(s) shall discuss the planned program and its duration.

The details of the return to work program will be confirmed in writing to the employee and to the Union.

### **Supernumerary**

An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees of the Employer.

### **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed.

The Employer shall not have contact with the employee's physician without the employee's consent.

### **Program Coverage**

The return to work program will be available to WCB claimants, LTD claimants, convalescent employees and injured employees.

### **Types of Initiatives**

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

1. Modified return to work: not performing the full scope of duties.
2. Graduated return to work: not working regular number of hours.
3. Rehabilitation: special rehabilitation programs.
4. Ergonomic adjustments: modifications to the workplace.

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

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

### **Pay and Benefits**

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

Employees participating in a return to work program for fourteen point four (14.4) hours) or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 34.

Employees engaged in a return to work program will fall into one of four groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and is outlined below:

- (a) Employees who have been granted Workers' Compensation Leave:  
Receive full salary and all benefits pursuant to Article 19.14.
- (b) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits:  
Receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.
- (c) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB or LTD claim:  
Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and superannuation payments are reinstated on commencement of the program and all other benefits are implemented when working fourteen point four (14.4) hours) or more per week.
- (d) Employees in receipt of LTD benefits:  
These employees are considered disabled and under treatment.  
These employees receive pay for all hours worked. The LTD plan will pay for hours not worked in accordance with the plan. Benefits will be reinstated in the same manner as set out in (c) above except Group Life and Long Term Disability Plan premiums may continue to be waived.

**No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Workers' Compensation or Long Term Disability. Participation in a program will not delay entitlement to LTD benefits.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred by the Employer in any other proceedings.

**ATTACHMENT A**

**EXCERPTS FROM THE  
REPORT AND RECOMMENDATIONS OF  
INDUSTRIAL INQUIRY COMMISSIONER  
VINCENT L. READY**

**DATED MAY, 1996**

Included below are excerpts from the Industrial Inquiry Report. The parties agree that there is no intent to reduce or alter the obligations in the Report.

**Dispute Resolution:**

**6.02** Disputes about the interpretation, application, or alleged violation of these employment security provisions shall be referred to the arbitrators named herein who shall render a binding decision on an expedited basis.

**Voluntary Early Retirement and/or Severance:**

**6.04** The government will fund a program to encourage voluntary retirement and/or severance for employees who are 55 years and older and who retire or leave voluntarily between the dates specified by the HLAA. The program will be administered by the HLAA, and will consider on a priority basis employees whose retirement or severance will facilitate the placement needs of the employment security and labour adjustment undertaking as well as equitable distribution between the unions.

**Article 8 – Health Labour Adjustment Agency (HLAA):**

**8.01** The HLAA will administer the labour adjustment program. The Board of the HLAA will consist of organizational representatives as already determined, plus a chair agreed to by the six other Board members. The objectives of the HLAA shall be those provided in Section 4 of that certain Report and Recommendation of Industrial Inquiry Commissioner V.L. Ready dated May, 1996.

**Article 9 – Assistance for Employers:**

**9.01** The Ministry of Health will cooperate with HEABC to establish within existing funding a “shared risk” arrangement to assist employers whose situation is such that they are unable to meet their labour adjustment undertakings within their budget after taking all appropriate measures.

## **25 CLARIFICATIONS**

### **From Vince Ready's May 28, 1993 Recommendations**

#### **1. Employee's Return**

If after a bona fide effort within three months of placement the employee or the Employer believes that the new work situation is fundamentally unsatisfactory, either of them can seek the assistance of the Labour Adjustment Program. In such cases, the program will attempt to assist with the resolution failing which the employee will return to the original Employer and will continue to be covered by the employment security provisions of the present agreement.

Upon return to the original Employer, the parties will cooperate at finding other comparable positions. A return that is due to the employee's belief that the new work situation is fundamentally unsatisfactory, may only occur one further time. In such case, the Labour Adjustment Program will work with the employee to find alternative satisfactory solutions.

Before an employee would move to another position, they would have received displacement notice from the Employer therefore they do not require a second displacement notice. However, with HEU, if there is now an employee whom the returning employee can bump, they would have the option of bumping that employee.

#### **3. and 23. Interim Solutions and Productive Employment**

Until permanent placement can be found, and all steps have been taken, and an employee cannot be placed, the parties will cooperate to ensure employees will be productively employed by:

- a) a return to the previous position if available
- b) relief work if available, including a vacancy in a regular position pending placement of a successful candidate
- c) project work
- d) supernumerary work
- e) relief work with another Employer within a particular region, as now defined or as may be re-defined, on the basis of secondment.

The principles that will guide the application of the interim solutions will be as follows:

- 1) The Employer will identify potential relief work with the date the work is available, commencement and completion dates within the facility.
- 2) The parties will cooperate by ensuring displaced employees move to this relief work.
- 3) Once an employee is placed in relief work, all parties will continue to find a permanent solution.



- 4) Employees will maintain their current status and pay while filling a temporary position.
- 5) The relief work will be filled consistent with the Collective Agreements. It is understood that displaced employees may be used to fill both short term and posted relief positions as defined under the individual Collective Agreements.
- 6) Employees will be provided with adequate orientation to perform the duties of their job efficiently and safely.
- 7) An employee doing relief work will be moved to a permanent placement when available.

## **8. Placement Assistance**

To facilitate health care reform, the Labour Adjustment Program will:

- 1) Register vacancies.
- 2) Assist in identifying vacancies in the public service/public sector by region.
- 3) Register displaced employees and employees seeking voluntary transfers.
- 4) Match employees to vacancies.
- 5) Notify Employers, employees and Unions of the matches.
- 6) The Employer/Employee will have five (5) days to accept/reject the match.
- 7) If the match is acceptable, the employee reports to the new Employer within a further (3) three days. The vacancy and the employee are removed from the register. The time lines on this paragraph may be extended by mutual agreement on an individual basis.
- 8) If the employee does not accept the match, they are laid off. The vacancy is entered on the LAA register.

## **9. Reduction Placement Process**

The process for placement into regular ongoing vacancies requires clarification.

## **12. Principles**

In light of the numerous references to cooperation in the ESLA, the following reflects the clarification of these items. The purpose of the ESLA is to establish a labour adjustment transitional process including employment security and is based upon cooperative, harmonious and mutually beneficial relationships between all parties.

The goal is to improve the health care system for the benefit of all.

The parties agree upon the following guiding principles:

### **New Directions**

The parties agree that cooperation is achievable through a variety of ways:

- system approach

- employment/work protection
- workable processes
- recognition of all health care workers
- local flexibility and autonomy in a cooperative manner consistent with this Agreement and Collective Agreements (flexibility/autonomy)
- provincial approach to employment through the Labour Adjustment Agency
- Collective Agreement remain in force
- change = creativity, problem solving, trust cooperation
- effective utilization of resources.

## **16. Canvassing – Reduction Process**

Canvassing shall take place on a joint basis over a 14 day period as outlined below. The parties may extend these time periods.

- 1) All workers at the facility to be canvassed for: = 7 days
  - a) early retirement/severance
    - LAA to provide guidelines
    - Notify LAA
    - Fast track response from LAA
  - b) Job sharing
  - c) Other voluntary options, i.e.:
    - Contact LAA for vacancies elsewhere
    - Retraining consistent with LAA guidelines and meeting the needs of the ESLA
    - Other mutually agreed options
- 2) Specific positions identified: = 7 days
  - Meet at department level
  - Local authority in discussions
- 3) The results of a canvass will be reported to the appropriate joint committee
- 4)
  - a) If placements are available through voluntary solutions they are actioned.
  - b) If not, then displacement notices are issued as per the Collective Agreements.

Note: A. The ESLA contemplates using resources to create vacancies, (e.g., early retirement) for labour adjustment purposes. While employees have rights under the Collective Agreements to job postings for vacancies, if the result would be a person filling the vacancy without achieving any labour adjustment, the vacancy would be

cancelled. In this context, the parties at the facility level will need to cooperate to find labour adjustment solutions and will have available to them the assistance of the HLAA and the dispute resolution procedures in this Agreement.

**Note: B. Early Retirement/Severance**

The intention of targeted early retirement/severance is to meet the labour adjustment needs of the restructuring health care system. This means that the priority call on the available funds is to resolve downsizing problems where other solutions are unavailable or unlikely to resolve the problems within a reasonable time frame. In particular, employees in the following circumstances are likely to be priority candidates for early retirement:

- i) employed at facilities where there is limited generally comparable employment in the same region;
- ii) employed in circumstances where the retirement would directly assist in the placement of employees described in (i).

It is understood that the early retirement/severance solution is an attractive one for employees and Employers, and has some fiscal offsets (for example, reduced use of LTD, etc.). The parties agree to cooperate to find cost effective ways within existing budgets of extending the option to as many acute care employees as possible.

**Region**

**From Vince Ready's June 16, 1993 Recommendations**

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

- (1) The road distance between the employee's current workplace and the potential placement facility is:
  - (a) **Group 1** – Within 50 kilometers where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding University Hospital (Shaughnessy Site) which is included in Group 2 below, and all of Greater Victoria and all of the Saanich Peninsula.
  - (b) **Group 2** – Within 75 kilometers where the employee's current job is located in all other areas except for the above.
- (2) If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to the employee's present job.
- (3) In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by 20 percent.
- (4) Notwithstanding the above:

- (a) Where there are options, i.e. more than one position available at the same time, the HLAA shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one is near the limit of the region on one side of the employee's current Employer, and the employee's residence and the other placement option is on the other side of the current Employer, the HLAA would attempt to place the employee with the Employer nearest to the employee's residence.
- (b) Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "region" with respect to that employee in order to increase potential placement opportunities.

### **When and to Whom is a Comparable Job Offer Issued?**

#### **From Vince Ready's June 16, 1993 Recommendations**

A generally comparable job is offered to those employees who have been given displacement or bumping notice and have been unable to access a generally comparable job, as defined under the ESLA, by exercising their Collective Agreement rights as a displaced or bumped employee within their home facility.

An example of how these recommendations apply is as follows:

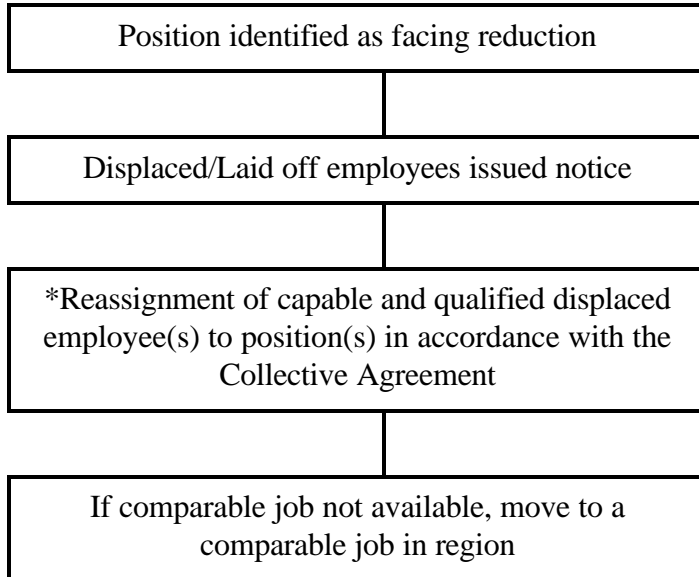
A full-time employee will not be required to bump or be reassigned to a .5 position.

## EMPLOYMENT SECURITY

### THE UNION

Process:

Canvassing For:		
Early Retirement	Job Sharing	Other Voluntary Options



\*Employees will not be reassigned to positions which are not comparable.

### Generally Comparable

#### From Vince Ready's June 16, 1993 Recommendations

A "generally comparable" job is defined as follows:

A job with the same Employer, another Employer in the public service, public sector or non-profit community sector which is within ten percent of the rate of pay\* the displaced employee was receiving at the time of displacement.

In calculating the ten percent differential the parties must include wages and the following benefits:

- medical, dental, extended health, group life and long term disability.

Where the new Employer lacks a long term disability plan the provisions of the ESLA may be applicable in which case this benefit will not be considered in calculating the differential.

Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall

have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of “generally comparable” with respect to that employee in order to increase potential placement opportunities

\*The rate of pay means a comparison at the top step of the increment scale.

### **Policy Dispute Resolution Process – Employment Security and Labour Force Adjustment Agreement**

The administrative process for the application of the Employment Security Agreement language on Dispute Resolution is as follows:

1. The parties to this process are HEABC, and the Paramedical Professional Bargaining Association.
2. If a difference arises between the parties relating to the interpretation, application, operation or alleged violation of the ESLA which involves a policy issue or may have implications for other parties to this agreement, including whether a matter is arbitrable, the parties directly affected by the difference shall meet to attempt to resolve the dispute at stage 3 of the grievance procedure.
3. If the dispute remains unresolved, any party may submit the difference to Vince Ready as an expedited arbitrator within thirty (30) days of the stage 3 meeting.
  - (a) The party submitting the difference to arbitration shall notify the other parties to the agreement through the use of an Expedited Arbitration Form which shall include:
    - a. the name of the union, facility, and individual(s) involved;
    - b. the date of the alleged incident;
    - c. outline of the issue;
    - d. the remedy sought;
    - e. the degree of urgency;
    - f. the procedure requested and rationale;
    - g. the name, address and phone number of the contact person.
  - (b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.
  - (c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the parties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process – Employment Security Agreement, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the pre-hearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other parties to this agreement, or

whether the dispute should be handled in ESLA with the provisions of the expedited arbitration process.

### **Dispute Resolution Process – Employment Security and Labour Force Adjustment Agreement**

The parties agree that employees may file grievances related to the ESLA. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through the following expedited process. Referrals to this process will be made within thirty (30) days of the stage 3 meeting.

1. The parties agree that Colin Taylor, Heather Laing, Don Munroe and Judi Korbin are the expedited arbitrators for issues arising from the ESLA.
2. Either party shall refer issues to the arbitrator utilizing an Expedited Arbitration Form. The form will include the name of the union, facility and individual(s) involved, the date of the alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.
3. The arbitrator shall arrange an arbitration hearing with twenty-eight (28) days of the referral.
4. The parties will utilize their own current staff to present the arbitration.
5. Each presentation will be short and concise, and not exceed two (2) hours in length per party.
6. The parties agree to limited use of authorities during their presentation.
7. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will become in Employment Security Agreement with Section 103 of the Labour Relations Code.
8. Where a mediation fails or is not appropriate, a decision will be rendered on an agreed to form and faxed to the parties within five (5) working days of the hearing.
9. All mediated resolutions or decisions of the arbitrators are limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
10. If the arbitrator or the parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be referred back to the parties for disposition in ESLA with the Policy Dispute Resolution Process.
11. It is understood that it is not the intention of either party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the Labour Relations Code.

### **Joint Health Care Reform Committees**

The parties undertake to proceed expeditiously to implement the following:

- The parties will agree to mechanisms to promote participation by the Association and by Association members designated by the Association in health reform and utilization management to ensure that:
  - health reform objectives are advanced;
  - waste, inefficiencies, and inappropriate utilization are reduced or eliminated; and
  - employees workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

- Joint Association-Management mechanisms shall consist of a local Labour Adjustment Committee composed of one representative designated by each Union and equal representatives designated by the employer, or any other structure mutually agreeable to the parties at the regional or local level.

**GENERAL**

10. The ESLA should be read together with the Report and Recommendations of Industrial Inquiry Commissioner V.L. Ready dated May 1996. In the event of a conflict between the two documents, the Report shall govern.
11. Except as otherwise specifically provided herein, any dispute arising from the interpretation, application or alleged violation of the ESLA shall be referred to V.L. Ready for final and binding resolution.



## ATTACHMENT B

### Employers Accredited with HEABC \* Who are Party to the Paramedical Professional Subsector Collective Agreement

<u>Legal Name, Common Site/s Name/s</u>	<u>Certifications</u>
528728 B.C. Ltd., Canada Way Care Centre	HSA
Action: Alcohol & Drug Counselling Service Society, Arbutus Vocational Society, A.V.S.	BCGEU HSA
ARC AIDS Resource Centre, Okanagan & Region	HSA
Arrow Lakes/Upper Slokan Valley Health Council, Arrow Lakes Hospital	HSA
Arrow Lakes/Upper Slokan Valley Health Council, Halcyon Community Home	HSA
Arthritis Society, The	HSA
B.C. Centre for Disease Control Society	BCGEU
B.C. Centre for Disease Control Society	PEA
Bethany Home (1990) Ltd., Bethany Home	HSA
Bishop of Victoria, St. Joseph's General Hospital	HSA
Boundary Health Council, Boundary Hospital	HSA
British Columbia Cancer Agency, Vancouver Cancer Centre, Cancer Centre for the Southern Interior, Fraser Valley Cancer Agency, Vancouver Island Cancer Centre	HSA
Bulkley Valley Health Council, Bulkley Lodge	HSA
	BCGEU
Bulkley Valley Health Council, Bulkley Valley District Hospital	HSA
Bulkley Valley Health Council, Houston Health Centre	HSA
Burquitlam Intermediate Care Society, Burquitlam Lions Care Centre	HSA
	BCGEU
C.L. Antonio Inc., Katalin Home	HSA
Campbell River/Nootka Community Health Council, Campbell River and District General Hospital	HSA
Campbell River/Nootka Community Health Council, Gold River Health Clinic	HSA
Campbell River/Nootka Community Health Council, Tahsis Hospital	HSA
Canadian Mental Health Association, Prince George Branch, CMHA, Prince George Branch	HSA
Canadian Blood Services (The)/Societe Canadienne du Sang	HSA
Capital Health Region, Capital Health Region – Community Dialysis Service	PEA
Capital Health Region – Community Mental Health Services	PEA

Capital Health Region – Emergency Mental Health Services	PEA
Capital Health Region, Aberdeen Hospital, Glengarry Hospital, Mount Tolmie Hospital, Priory Hospital	HSA
Capital Health Region, Gorge Road Hospital, Royal Jubilee Hospital, Victoria General Hospital	HSA
Capital Health Region, Lady Minto Gulf Islands Hospital	HSA
Capital Health Region, Queen Alexandra Centre for Children’s Health	HSA
Capital Health Region, G.R. Pearkes Centre for Children	HSA
Capital Health Region, Saanich Peninsula Hospital	HSA
Capital Health Region, Seven Oaks Residential Facility	PEA
Capital Health Region, Paramedics transferred from the Ministry of Health	BCGEU
Cariboo Community Health Services Society,– Community and Mental Health Services	PEA
Cariboo Community Health Services Society, Paramedics transferred from the Ministry of Health	BCGEU
Castlegar and District Health Council, Castlegar and District Hospital	HSA
Central Cariboo Chilcotin Health Council, Cariboo Memorial Hospital	HSA
Central Cariboo Chilcotin Health Council, Williams Lake Alcohol and Drug Program	BCGEU
Central Coast Transitional Health Authority, R.W. Large Memorial Hospital	HSA
Central Vancouver Island Health Region, Central Vancouver Island Health Region – Community and Mental Health Services	PEA
Central Vancouver Island Health Region, Central Vancouver Island Health Region – Community Health Services	PEA
Central Vancouver Island Health Region, Chemainus Health Care Centre	HSA
Central Vancouver Island Health Region, Cowichan District Hospital	HSA
Central Vancouver Island Health Region, Eagle Park Health Care Facility	HSA
Central Vancouver Island Health Region, Ladysmith and District General Hospital	HSA
Central Vancouver Island Health Region, Nanaimo Regional General Hospital	HSA
Central Vancouver Island Health Region, Nanaimo and District Home Support	HSA
Central Vancouver Island Health Region, Open Door Program, Supported Independent Living Program, Wisteria House Program	BCGEU
Central Vancouver Island Health Region, Tofino General Hospital	HSA
Central Vancouver Island Health Region, Trillium Lodge	HSA
Central Vancouver Island Health Region, West Coast General Hospital	HSA

Central Vancouver Island Health Region, Paramedicals transferred from the Ministry of Health	BCGEU
Cerebral Palsy Association of Prince George and District, The	HSA
CHARA Health Care Society, Mount Saint Joseph Hospital	HSA
CHARA Health Care Society, St. Vincent's Hospital – Arbutus	HSA
CHARA Health Care Society, St. Vincent's Hospital – Heather and Youville Residence	HSA
CHARA Health Care Society, St. Vincent's Hospital – Langara	HSA
Child Development Centre of Fort St. John and District,	
Child Development Centre of Fort St. John and District	HSA
Children's and Women's Health Centre of British Columbia, Aurora Centre	HSA
Children's and Women's Health Centre of British Columbia, B.C. Women's Hospital and Health Centre	HSA
Children's and Women's Health Centre of British Columbia, British Columbia's Children's Hospital	HSA
Children's and Women's Health Centre of British Columbia, Sunny Hill	HSA
Coast Foundation Society (1974), Coast Foundation Society	HSA
Coast Garibaldi Community Health Services Society, – Community and Mental Health Services	PEA
Coast Garibaldi Community Health Services Society – Community Health Services	PEA
Coast Garibaldi Community Health Services Society, Paramedicals transferred from the Ministry of Health	BCGEU
Coast Garibaldi Community Health Services Society, Squamish Speech and Language Services	HSA
Columbia Valley Health Council, Invermere and District Hospital	HSA
Columbian Centre Society, Columbian House	HSA
Comox Valley Child Development Association, Comox Valley Child Development Association	HSA
Comox Valley Community Health Council, Cumberland Health Centre	HSA
Cranbrook Health Council, Cranbrook Home Support Services	HSA
Cranbrook Health Council, Cranbrook Regional Hospital	HSA
Cranbrook Health Council, Dr. F. W. Green Memorial Home	HSA
Crestlene Lodge Ltd., Crestlene Lodge	HSA
Creston and District Health Council, Creston Valley Hospital	HSA
Creston and District Health Council, Swan Valley Lodge	HSA
Dallas House Society, The Dallas Society Out-Patient Clinic	BCGEU

Deaf Children's Society of B.C., Deaf Children's Society of B.C.	HSA
Dogwood Lodge Society, Dogwood Lodge Society (Burnaby)	HSA
Dogwood Lodge Society, Dogwood Lodge Society (Vancouver)	HSA
Down's Enterprises Ltd., Down's Residence	BCGEU
East Kootenay Alcohol & Drug Counselling Service Society	BCGEU
East Kootenay Community Health Services Society, – Community and Mental Health Services	PEA
East Kootenay Community Health Services Society, – Community Health Services	PEA
East Kootenay Community Health Services Society, Paramedics transferred from the Ministry of Health	BCGEU
Elizabeth Bagshaw Society, Elizabeth Bagshaw Women's Clinic	BCGEU
Elk Valley and South Country Health Council, Elkford Healthcare Centre	HSA
Elk Valley and South Country Health Council, Fernie District Hospital	HSA
Elk Valley and South Country Health Council, Sparwood General Hospital	HSA
Fort Alcohol and Drug Services Society, Fort Alcohol and Drug Services Society	BCGEU
Fort Nelson – Liard Community Health Council, Fort Nelson General Hospital	HSA
Fraser Valley Health Region, Fraser Canyon Hospital	HSA
Fraser Valley Health Region – Community Health Services – Community and Mental Health Services	PEA
Fraser Valley Health Region, Matsqui-Sumas-Abbotsford General Hospital	HSA
Fraser Valley Health Region, Mission Memorial Hospital	HSA
Fraser Valley Health Region, Parkholm Lodge, Heritage Village and Chilliwack General Hospital	HSA
Fraser Valley Health Region, Paramedics transferred from the Ministry of Health	BCGEU
George Derby Long Term Care Society, George Derby Centre	HSA
German-Canadian Benevolent Society of B.C., German Canadian Care Home	HSA
Glacier View Lodge Society, Glacier View Lodge	HSA
Golden Health Council, Golden and District General Hospital	HSA
Governing Council of the Salvation Army in Canada, Sunset Lodge, The, Sunset Lodge	HSA
Greater Trail Community Health Council, Columbia View Lodge	HSA
Greater Trail Community Health Council, Kiro Manor	HSA
Greater Trail Community Health Council, Mater Misericordiae Health Care Facility	HSA
Greater Trail Community Health Council, Trail Regional Hospital	HSA

Greater Vancouver Mental Health Service Society	HSA
Greater Victoria Drug and Alcohol Rehabilitation Society, DARS-Pemberton House	BCGEU
Haven Guest Home, Haven Guest Home	HSA
Hillside Lodge Ltd.	HEU
I.D.S. Management Ltd., Melissa Park Lodge	HSA
Icelandic Care Home Society, The, Icelandic Care Home	BCGEU
James Bay Health and Community Services Society, James Bay Community Project/James Bay Home Support Service	BCGEU
Jewish Home for the Aged of British Columbia, Louis Brier Home and Hospital	HSA
Kamloops Society for Alcohol And Drug Services,	HSA
Phoenix Centre	BCGEU
Kamloops Home Support Services Association	BCNU
Kimberley Community Health Council, Kimberley and District Hospital	HSA
Kitimat and Area Health Council, Kitimat General Hospital	HSA
Kootenay Boundary Community Health Services Society, - Community and Mental Health Services	PEA
Kootenay Boundary Community Health Services Society, - Community Health Services	PEA
Kootenay Boundary Community Health Services Society, Paramedicals transferred from the Ministry of Health	BCGEU
Life Line Society, The, Life Line Society	HSA
Little Mountain Residential Care & Housing Society, Little Mountain Place and Taylor Manor Care Facility	HSA
Lower Fraser Valley Cerebral Palsy Association, South Fraser Child Development Centre, Lookout Preschool	HSA
Maple Ridge Treatment Centre (1994) Society, Maple Ridge Treatment Centre	BCGEU
Marie Esther Society, The, Mount Saint Mary Hospital	HSA
Mount Waddington Health Council, Port Alice Hospital	HSA
Mount Waddington Health Council, Port Hardy Hospital, Alcohol and Drug/Mental Health Program	HSA
Mount Waddington Health Council, Port McNeill and District Hospital	HSA
Mount Waddington Health Council, St. George's Hospital	HSA
Nanaimo Alcohol and Drug Abuse Prevention and Treatment Society, A.D.A.P.T.	BCGEU
Nelson and Area Health Council, Kootenay Lake District Hospital	HSA

Nelson and Area Health Council, Nelson & District Home Support Services	HSA
Nelson and Area Health Council, Nelson Jubilee Manor	HSA
North Coast Community Health Council, Prince Rupert Regional Hospital	HSA
North Okanagan Health Region, Bastion Place, Shuswap Lake General Hospital	HSA
North Okanagan Health Region, Enderby and District Memorial Hospital, Parkview Place, Pleasant Valley Health Centre & Pleasant Valley Manor	HSA
North Okanagan Health Region, Moberly Park Manor	HSA
North Okanagan Health Region, North Okanagan Health Region – Community and Mental Health Services	PEA
North Okanagan Health Region, North Okanagan Health Region – Community Health Services	PEA
North Okanagan Health Region, Queen Victoria Hospital	HSA
North Okanagan Health Region, Salmon Arm Pioneer Lodge	HSA
North Okanagan Health Region, Vernon Jubilee Hospital	HSA
North Okanagan Health Region, Paramedics transferred from the Ministry of Health	BCGEU
North Okanagan Neurological Association, N.O.N.A. Child Development Centre	HSA
North Peace Health Council, Fort St. John General Hospital & Health Centre	HSA
North Peace Health Council, Hudson’s Hope Health Centre	HSA
North Shore Health Region, Cedarview Lodge	HSA
North Shore Health Region, Lions Gate Hospital	HSA
North Shore Health Region, – Community Health Services	CUPE HSA
North Shore Health Region,– Community Mental Health Services	PEA
North Shore Health Region, Paramedics transferred from the Ministry of Health	BCGEU
North West Community Health Services Society, – Community and Mental Health Services	PEA
North West Community Health Services Society, – Community Health Services	PEA
North West Community Health Services Society, Paramedics transferred from the Ministry of Health	BCGEU
Northern Interior Regional Health Board, Fraser Lake Diagnostic & Treatment Centre	HSA
Northern Interior Regional Health Board, Lakes District Hospital and Health Centre	HSA
Northern Interior Regional Health Board, Mackenzie and District Hospital	HSA
Northern Interior Regional Health Board, McBride and District Hospital	HSA

Northern Interior Regional Health Board – Community and Mental Health Services	PEA
Northern Interior Regional Health Board – Community Health Services	PEA
Northern Interior Regional Health Board, Omineca Lodge (41) Retirement Home	HSA
Northern Interior Regional Health Board, Prince George Regional Hospital	HSA
Northern Interior Regional Health Board, St. John Hospital	HSA
Northern Interior Regional Health Board, Stuart Lake General Hospital	HSA
Northern Interior Regional Health Board, Valemount Health Planning	HSA
Northern Interior Regional Health Board, Paramedics transferred from the Ministry of Health	BCGEU
Okanagan Similkameen Health Region, Braemore Lodge	HSA
Okanagan Similkameen Health Region, Brookhaven Care Centre, Cottonwoods Extended Care, Kelowna General Hospital	HSA
Okanagan Similkameen Health Region, David Lloyd-Jones Home	HSA
Okanagan Similkameen Health Region, – Community Health Services	PEA
Okanagan Similkameen Health Region, – Community and Mental Health Services	PEA
Okanagan Similkameen Health Region, Parkdale Place	HSA
Okanagan Similkameen Health Region, Penticton Hospice	HSA
Okanagan Similkameen Health Region, Penticton Regional Hospital	HSA
Okanagan Similkameen Health Region, Princeton General Hospital	HSA
Okanagan Similkameen Health Region, South Okanagan General Hospital	HSA
Okanagan Similkameen Health Region, Summerland General Hospital	HSA
Okanagan Similkameen Health Region, Sunnybank Centre	HSA
Okanagan Similkameen Health Region, Trinity Center	HSA
Okanagan Similkameen Health Region, Paramedics transferred from the Ministry of Health	BCGEU
Pacifica Treatment Centre Society, Pacifica Treatment Centre Society	BCGEU
Peace Liard Community Health Services Society – Community and Mental Health Services	PEA
Peace Liard Community Health Services Society – Community Health Services	PEA
Peace Liard Community Health Services Society, Paramedics transferred from the Ministry of Health	BCGEU
Peninsula Community Association, Peninsula Community Association	BCGEU
Pioneer Community Living Association, Pioneer House	HSA
Port Alberni Drug and Counselling Service Society, Port Alberni Drug and Alcohol Counselling Service Society	BCGEU

Port Coquitlam Senior Citizens' Housing Society, Hawthorne Care Centre	HSA BCGEU
Positive Women's Network	HSA
Powell River Community Health Council, Powell River General Hospital	HSA
Powell River New Life Society, New Life Alcohol & Drug Counselling	BCGEU
Prince George Alcohol and Drug Services Society	BCGEU
Queen Charlotte Islands/Haida Gwaii Community Health Council, Queen Charlotte Islands General Hospital, Masset Hospital	HSA
Queen Charlotte Islands/Haida Gwaii Community Health Council, Queen Charlotte Islands Health Care	BCGEU
Quesnel and District Community Health Council, Dunrovin Park Lodge	HSA
Quesnel and District Community Health Council, G.R. Baker Memorial Hospital Society	HSA
Quesnel and District Child Development Centre	HSA
Richmond Health Services Society, Richmond Hospital (The)	HSA
Richmond Health Services Society, Richmond Lions Manor	HSA
Richmond Health Services Society, Paramedicals transferred from the Ministry of Health	BCGEU
Richmond Intermediate Care Society, Rosewood Manor	HSA
Ridge Meadows Child Development Centre Society, Ridge Meadows Child Development Centre Society	HSA
Robson Valley Home Support Society, Robson Valley Home Support Society	HSA
Royal Ascot Care Centre Ltd., Royal Ascot Care Centre	HSA
Sea to Sky Community Health Council, Pemberton Health Centre	HSA
Sea to Sky Community Health Council, Squamish General Hospital/Hilltop House	HSA
Seaview Alcohol & Drug Services Society	BCGEU
Simon Fraser Health Region, Burnaby Hospital	HSA
Simon Fraser Health Region, Burnaby Psychiatric Services, Adult In-Patient & Out- Patient Units	PEA
Simon Fraser Health Region, Fellburn Care Centre, Queen's Park Care Centre	HSA
Simon Fraser Health Region, Ridge Meadows Hospital And Health Care Centre	HSA
Simon Fraser Health Region, Royal Columbian Hospital, Eagle Ridge Hospital and Health Care Centre	HSA
Simon Fraser Health Region,	CUPE
Simon Fraser Health Region, – Community and Mental Health Services	PEA
Simon Fraser Health Region, Simon Fraser Community Health Units	PEA



Simon Fraser Health Region,- Mental Health Services	PEA
Simon Fraser Health Region, South Slope Elementary School – Audiology Program	PEA
Simon Fraser Health Region, Paramedicals transferred from the Ministry of Health	BCGEU
Simon Fraser Lodge Inc.	HEU
Sisters of Charity of Providence in British Columbia, Saint Mary’s Hospital, New Westminster	HSA
Sisters of Charity of Providence in British Columbia, St. Paul’s Hospital	HSA
Sisters of Providence of St. Vincent de Paul, Holy Family Hospital, Vancouver BC, Holy Family Hospital	HSA
South Cariboo Community Health Council, 100 Mile Alcohol and Drug Services	BCGEU
South Cariboo Community Health Council, 100 Mile District Hospital	HSA
South Fraser Health Region, Delta Hospital	HSA
South Fraser Health Region, Langley Memorial Hospital	HSA
South Fraser Health Region, Peace Arch Hospital	HSA
South Fraser Health Region – Boundary Health Units	PEA
South Fraser Health Region – Health Services	PEA
South Fraser Health Region, Surrey Memorial Hospital	HSA
South Fraser Health Region, Paramedicals transferred from the Ministry of Health	BCGEU
South Peace Child Development Society, South Peace Child Development Society	HSA
South Peace Health Council, Chetwynd General Hospital	HSA
South Peace Health Council, Dawson Creek and District Hospital	HSA
South Peace Health Council, Peace River Haven	HSA
South Peace Health Council, Pouce Coupe Care Home	HSA
South Peace Health Council, Tumbler Ridge Health Centre	HSA
St. Michael’s Centre Hospital and Intermediate Care Societies, St. Michael’s Centre	HSA
Stikine Regional Health Society, Stikine Health Centre	HSA
Sunshine Coast Community Health Council, Kiwanis Village Care Home	HSA
Sunshine Coast Community Health Council, Shorncliffe	HSA
Sunshine Coast Community Health Council, St. Mary’s Hospital [Sechelt]	HSA
Sunshine Coast Community Health Council, Sunshine Coast Home Support	HSA
Terrace and Area Health Council, Mills Memorial Hospital	HSA
Terrace and Area Health Council, Terraceview Lodge	HSA BCGEU

Thompson Health Region, Ashcroft and District General Hospital	HSA
Thompson Health Region, Barriere and District Health Centre	HSA
Thompson Health Region, Dr. Helmcken Memorial Hospital	HSA
Thompson Health Region, Lillooet District Hospital	HSA
Thompson Health Region, Logan Lake Health Care Centre	HSA
Thompson Health Region, Nicola Valley General Hospital	HSA
Thompson Health Region, Overlander Extended Care Hospital	HSA
Thompson Health Region, Ponderosa Lodge	HSA
Thompson Health Region, Royal Inland Hospital	HSA
Thompson Health Region, St. Bartholomew's Hospital	HSA
Thompson Health Region – Community and Mental Health Services	PEA
Thompson Health Region – Community Health Services	PEA
Thompson Health Region, Paramedics transferred from the Ministry of Health	BCGEU
Thompson Nicola Family Resource Society, TNFRS	HSA
Three Links Care Society, The, Three Links Care Centre	HEU
Upper Island/Central Coast Community Health Services Society – Community and Mental Health Services	PEA
Upper Island/Central Coast Community Health Services Society – Community Health Services	PEA
Upper Island/Central Coast Community Health Services Society, Paramedics transferred from the Ministry of Health	BCGEU
Upper Fraser Valley Neurological Society, Fraser Valley Child Development Centre	HSA
Valley Home Support Society	HSA
Vancouver AIDS Society, AIDS Vancouver	HSA
Vancouver Hospital & Health Sciences Centre, George Pearson Centre	HSA BCGEU
Vancouver Hospital & Health Sciences Centre, G.F. Strong Rehabilitation	HSA
Vancouver Hospital & Health Sciences Centre, 12th & Oak Pavilions	HSA
Vancouver Hospital & Health Sciences Centre, UBC Pavilions	HSA
Vancouver Hospital & Health Sciences Centre, Victoria Arthritis Centre	HSA
Vancouver Neurological Association, (Neurological Centre, The)	HSA
Vancouver Richmond Health Board	CUPE
Victoria Gerontology Association (VISTA)	BCGEU
Victoria Rest Home Ltd., Victoria Rest Home	HSA
Waddell's Haven Guest Home Mission Ltd.	HSA
West Coast Alternatives Society, The	BCGEU

Whalley & District Senior Citizens' Housing Society, Kinsmen Place Lodge      HSA  
Wrinch Memorial Hospital, Wrinch Memorial Hospital      HSA

Note: At the time of printing, issues related to the HSA employers were not resolved.  
Therefore, this list may not be complete.

## 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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