

Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

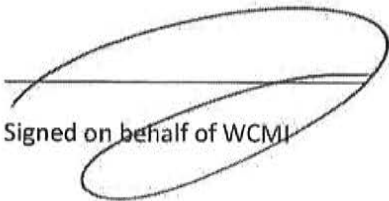
1. Housekeeping – change all pronouns to gender neutral.
2. Housekeeping – Article 15 and any related references – change all references from “Compassionate” leave to “Bereavement” leave.

3. Housekeeping – Article 3.04
Amend “or DC DiagnostiCare (B.C.) Inc.” to “or its predecessors” as follows:

An employee who is transferring from casual to regular employment who previously worked as a regular employee shall be credited with the service, earned in the previous period or periods of regular employment with the Employer ~~or DC DiagnostiCare (B.C.) Inc.~~ or its predecessors from the latest date of hire.

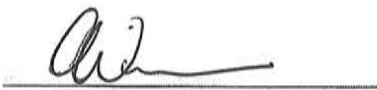
4. Housekeeping – Article 34.03
Correct typo by deleting “per” from the second sentence as follows:

There shall be a Joint Health and Safety Committee for each geographic area (see Art. 1-definitions). Each Committee shall meet no less than once every ~~per~~ month and each committee shall be comprised of 2 persons selected by the Union and 2 persons selected by the Employer. The duties and functions of the Joint Committee shall be consistent with the applicable Regulations.


Signed on behalf of WCMI

Nov 5/20

Date


Signed on behalf of HSA

November 5, 2020

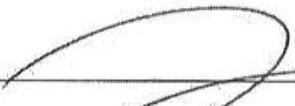
Date

Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
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Article 1 Definitions

Amend definition of "Spouse" as follows:


~~Spouse - a person to whom the employee is legally married, of the same/opposite sex or with whom the employee has for one year been in continuous cohabitation in a conjugal relationship outside of marriage. A person who a) is married to another person, or b) is living with another person in a marriage-like relationship, for a continuous period of one year or more.~~



Signed on behalf of WCMI

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Article 3.03 Casual Employees

Amend Article 3.03 and add Article 3.03 (a) (vi) as follows:

Article 3.03 Casual Employees

Casual employees are those who are not regularly scheduled on a permanent basis. A casual employee working temporarily in a regularly scheduled position continues to be a casual employee. **However, a casual employee who bids in to a temporary regular vacancy of 12 months duration or longer shall be entitled to benefits as outlined in (a) (vi) below.**

...

(vi) Casual employees who bid in to a temporary regular vacancy of 12 months duration or longer shall be additionally covered by the following clauses of the Collective Agreement for the duration of the temporary position:

Article 19 Leave- Sick.

At the end of the temporary vacancy, if the employee returns to casual status, any accrued sick bank hours will remain frozen until the employee successfully bids in to a temporary vacancy, or regular position which entitles them to sick leave.

Article 22.03 Vacation Accrual

At the end of the temporary vacancy, if the employee returns to casual status, any remaining accrued vacation hours will be paid out on the paycheque following a return to casual status.

Article 31 Health and Welfare Coverage

A casual employee who bids in to a temporary regular vacancy of 12 months duration or longer and whose standard weekly working hours are equal to or greater than twenty-four (24) per week shall be eligible health and welfare coverage one (1) day after being in the temporary regular position for three (3) months.

Signed on behalf of WCMI

Date

Nov 6/20

Signed on behalf of HSA

Date

November 6, 2020

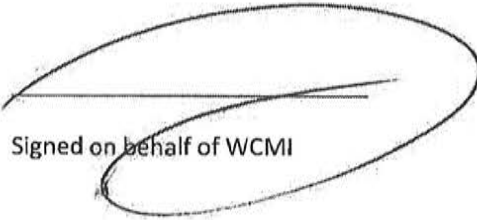
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Article 5.08 Bargaining Unit Information

Amend Article 5.08 by adding 5.08 (c) as follows:

- (c) **By January 31 of each year, the Employer shall provide the Union head office with an up-to-date list of every worksite, including name, address and hours of operation.**

If there are any changes during the year, an updated list of every worksite will be provided within 15 days of the change.



Signed on behalf of WCMI

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Article 9 VACANCY POSTING

Amend Article 9.01 (c) as follows:


9.01 (c) The Employer agrees to post notice of temporary vacancies of five (5) 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 temporary vacancy will not have her/his status changed to regular for the duration of the vacancy, **but shall become entitled to additional benefits as per Article 3.03 (a) (vi) if the temporary vacancy is of 12 months duration or longer.**



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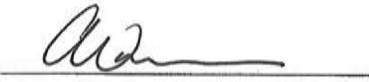
Article 10.02 Training for Senior Staff

Amend the first sentence as follows:

A registered X-ray technologist wishing training in Bone Mineral Densitometry (BMD) or Mammography **(must have Breast Imaging 1 to qualify for training)** and who has the appropriate Certification may bid for posted vacancies in the location(s) at which the respective BMD machine(s) and Mammography machine(s) is/are located. The successful bidder(s) who will commit to work at least twenty-eight (28) hours per week will be given on-the-job training in the order of their seniority.


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The current language of Article 18 – Parental Leave will be deleted and replaced with the following language below:

Article 18 Maternity Leave and Parental Leave

- 18.01 Maternity Leave

A. A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave beginning no earlier than 13 weeks before the expected birth date, and no later than the actual birth date, and ending no later than 17 weeks after the leave begins.

B. An employee who requests leave under Article 18.01 after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

C. An employee who requests leave under Article 18.01 after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

D. An employee who requests leave under Article 18.01 is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when the employee leave ends under Article 18.01 (A), (B) or (C).

E. A request for maternity leave must be given in writing to the employer, and if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave.

F. If an employee on leave under Article 18.01 (A) or (B) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

NEW ADD - 18.02 Parental leave

A. An employee who requests parental leave is entitled to the following:

(a) for a parent who takes maternity leave under Article 18.01 (A) or (B) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the maternity leave taken unless the employer and employee agree otherwise,

(b) for a parent, other than an adopting parent, who does not take maternity leave under Article 18.01 (A) or (B) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event, and

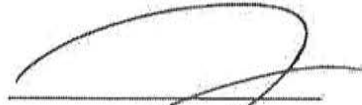
(c) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child or children are placed with the parent.

B. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under Article 18.02 is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the parental leave.

C. A request for leave under Article 18.02 must be given in writing to the employer and, if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave. If the request is for parental leave under Articles 18.02 A subsection (a) or (b), the request must be given to the employer at least 4 weeks before the employee proposes to begin the leave.


D. An employee's combined entitlement to maternity leave and parental leave is limited to 78 weeks plus any additional leave the employee is entitled to under Article 18.01 (D) or Article 18.02 (B).

Renumber remaining Article 18 language



Signed on behalf of WCMI

11/5/20
Date



Signed on behalf of HSA

November 5, 2020
Date

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Article 19 Sick Leave

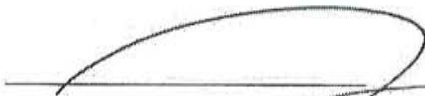
Increase the sick bank to 20 days by amending the first sentence of Article 19.01 (a) as follows:

19.01 (a) Sick Leave Accumulation

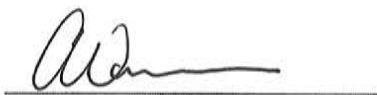
Employees whose standard hours of work per week are 24 or more shall receive a sick leave credit for one-half of the employee's standard day for each month worked and such sick leave credits, if not utilized, shall be cumulative to a maximum of ~~fourteen (14)~~ **twenty (20)** days...

Amend Article 19.01 (c) to read as follows:

19.01 (c) Probationary employees shall not accrue sick leave credits during their probation ~~but may not exercise them until the completion of probation.~~


Signed on behalf of WCM

Nov 5/20
Date


Signed on behalf of HSA

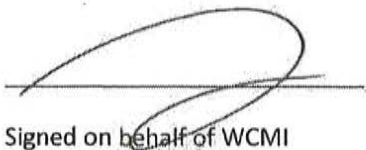
November 5, 2020
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Add a new Article regarding domestic or sexual violence leave titled Article 19.1 as follows:

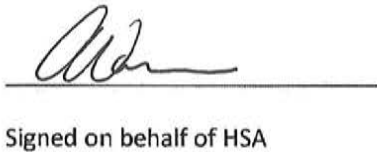
ARTICLE 19.1 DOMESTIC OR SEXUAL VIOLENCE LEAVE

The Employer will provide domestic or sexual violence leave as per the Employment Standards Act.



Signed on behalf of WCMI

Nov 5/20
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Signed on behalf of HSA

November 6, 2020
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The current language of Article 20 Leave – Statutory Holidays will be deleted and replaced with the following language below:

Article 20 LEAVE – STATUTORY HOLIDAYS

20.01 Entitlement to Statutory Holiday

The Employer must only comply with Articles 20.02 and 20.03 in respect of an employee who has been employed by the employer for at least 30 calendar days before the statutory holiday and has worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday.

20.02 Statutory Holiday Pay

An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday under Article 20.04, shall be paid an amount equal to at least an average day's pay which is determined by the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and divided by the number of days the employee worked or earned wages within that 30 calendar day period for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government:

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

20.03 If employee is required to work on statutory holiday

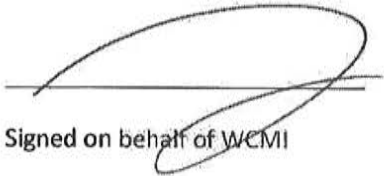
If an employee is required to work on statutory holiday they will be paid the following:

- a) 1 ½ times the employee's regular wage for the time worked up to 12 hours,
- b) double the employee's regular wage for any time worked over 12 hours, and
- c) an average day's pay, as determined using the formula in Article 20.02

20.04 Substituting another day for a statutory holiday


The employer may for one or more employees at a workplace substitute another day off for a statutory holiday if the employer and the employee or a majority of those employees, as the case may be, agree to the substitution.

Any employees affected by the substitution of another day for a statutory holiday have the same rights under Article 20 and the employer has the same duties under Article 20 as if the other day were a statutory holiday.



Signed on behalf of WCMI

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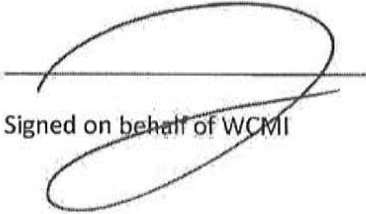
Article 22.09 Vacation Scheduled According to Seniority

Amend the references to "March 31" to "January 31" and the references to "April 30" to "February 28" as follows:

22.09 Vacation Scheduled According to Seniority

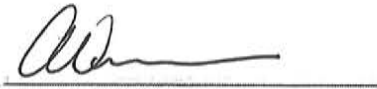
- (a) Vacation requests for the year must be submitted, in writing, on the Vacation Request Form no later than ~~March 31st~~ **January 31st** in each year. Such requests will be confirmed (or alternative dates assigned) by ~~April 30th~~ **February 28**. Vacation requests received after ~~March 31st~~ **January 31st** will be considered on the basis of "first come, first served" and after that time employees shall not be entitled to exercise their seniority rights with respect to any approved vacation time previously selected by an employee with less seniority.
- (b) The following shall apply to vacation requests received before ~~March 31~~ **January 31**:

Vacations shall be scheduled separately for Victoria region and Lower Mainland employees according to seniority on the basis that the employee holding the most seniority shall have the first choice of having vacation time. 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.



Signed on behalf of WCMI

Nov 5/20
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Signed on behalf of HSA

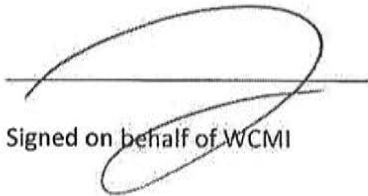
November 5, 2020
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Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

Article 23.03 Meal Period

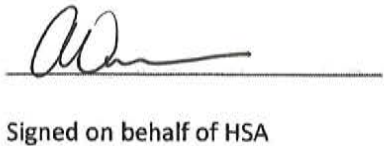
Amend the first sentence to read:

A meal period of one (1) hour (~~one half (1/2) hour for MRI Technologists in Victoria region and for Lower Mainland locations except for X-Ray at the East 10th location~~ or ½ hour if bona fide reasons) shall be scheduled during each shift of five (5) hours or more.



Signed on behalf of WCMI

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Signed on behalf of HSA

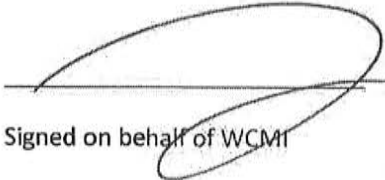
November 6, 2020
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Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

Article 25 TRANSPORTATION ALLOWANCE AND TRAVEL EXPENSE


Amend the transportation allowance to 45 cents per kilometer as follows:

- 25.01 (a) When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, the transportation allowance will be ~~\$0.30~~ **\$0.45** per kilometre.



Signed on behalf of WCM

Nov 5/20
Date



Signed on behalf of HSA

November 5, 2020
Date

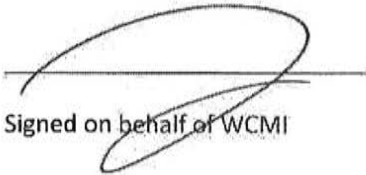
Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

Article 28.01 RELIEF


Amend the first sentence of Article 28.01 (a) as follows:

28.01 Relief

- (a) In the event of an employee being assigned to perform the core duties of a higher rated job for a minimum of one **full scheduled** shift ~~of seven (7) hours~~ or more, the employee shall receive the lowest rate in the higher rated job wage structure. This does not entitle a person to the rate for a Registered or Certified Technologist if the person assigned is not certified or registered. It is recognized that in some cases there is an overlap of duties between different classifications. In those cases the employee seeking the higher rate must perform the duties which are unique to the higher rated duties.


Signed on behalf of WCMI

Nov 5/21
Date


Signed on behalf of HSA

November 5, 2020
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Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

ARTICLE 32 UNIFORMS

Delete Letter of Understanding #10 re Uniform Policy and replace Article 32 with the following language:

32.01 Employees shall, at all times while they are at work, dress in a professional manner, consistent with the Employer's uniform policy and the guidelines below.

The following options for work clothing are available to employees:

- a) Navy blue scrub pants which may be worn in combination with either a navy blue or different colour top, except black or red. Pattern tops are not allowed, except for trim around the neckline, sleeves, pocket or waist; or
- b) Matching colour top and bottom scrubs, with the same restrictions as (a) above.


Any Employer uniform policy will not conflict with the above options.

32.02 In order to assist employees to purchase work clothing, in January of each year the Employer will provide each employee with the following allowance towards the purchase of work clothing:

- (i) Full-time employee: \$160.00
- (ii) Part-time employee: \$100.00
- (iii) Casual employee: \$50.00

New employees who first become employed by the Employer up to June 30th of a calendar year shall receive the full payment. New employee who commence work after June 30th of a calendar year shall receive 50% of the above payment.


32.03 Employees are required to provide receipts to the Employer for work clothing purchases, in order to make the above payments non-taxable. If an employee does not provide a receipt, the above payments will be taxed at the appropriate rate.



Signed on behalf of WCMI

Dec 2)20

Date



Signed on behalf of HSA

December 2, 2020


Date

Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To


Article 33.06 Reimbursement for Professional Fees or Examination Fees

Amend Article 33.06 by adding reference to part-time employees as follows:

The Employer will reimburse all full-time technologists, up to a maximum of \$350, **and part-time technologists whose standard hours are thirty (30) or more per week, \$175**, in each calendar year (which may be carried forward from one calendar year to the next, through to the end of the term of the Collective Agreement), for the costs of annual dues or fees required to be paid by such employee to their governing association, associated insurances or tuition or fees required by courses which relate to the employee's employment with the Employer, all of which must be first approved by the Employer, and provided that the employee submits a receipt to the Employer confirming the payment of such annual dues, fees or tuition.


Signed on behalf of WCMI

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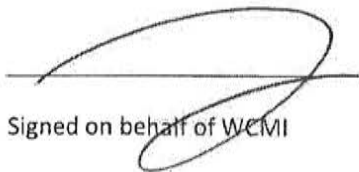
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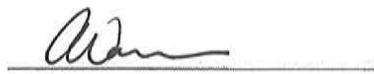
The current language of Article 35 – Harassment will be deleted and replaced with the following language below:

Article 35 Discrimination, Harassment and Bullying

- 35.01 Consistent with the principles of the *Human Rights Code* and the *Workers' Compensation Act*, the Parties recognize the right of employees to work in an environment free from bullying and harassment, including sexual harassment or discrimination on the basis of sexual orientation.
- 35.02 The Employer will publish policies for promoting and maintaining a working environment free of bullying, harassment and violence, from all persons in the workplace. These policies will be available to staff outlining expectations, a process for raising complaints or concerns, and consequences of inappropriate behaviour. The Employer shall take such actions as are necessary to address any complaints or concerns raised.
- 35.03 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.


Signed on behalf of WCMI

Nov 5/20
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Signed on behalf of HSA

November 5, 2020
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Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

The current language of Letter of Understanding #1 will be deleted and replaced with the following language below:

Re: Workload

The parties recognize that workload that is consistently excessive can contribute to staff illness/injury, turnover and attrition.

The parties also recognize that patient care and service are essential to the success of the clinic.

The parties further recognize that the nature of health care is such that there will be predictable, and unpredictable fluctuations in patient care and service delivery needs.

Workload Dialogue

- (a) An employee who believes their workload is unsafe or consistently excessive shall discuss the issue with their immediate supervisors who shall, if deemed appropriate, provide interim direction for temporary management of the issue.
- (b) If the issue is not resolved in that discussion, the employee may advise the immediate supervisor or other employer representative in writing describing the outstanding issues, at which point the immediate supervisor or other employer representative shall:

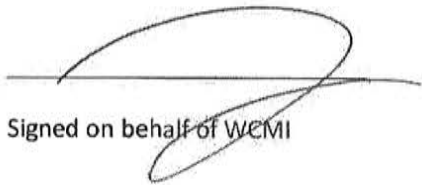
1: within seven (7) working days, acknowledge receipt of the written concern and provide an anticipated time for a response. Should the anticipated response time change, the immediate supervisor or other employer representative shall advise the employee:

2: perform an assessment of the issue raised within a reasonable amount of time. A reasonable timeframe will depend on the complexity of the issue and the workplace context: and

3: respond to the employee in writing upon conclusion of the assessment.


Workload Dispute Resolution

If the problem issue is not resolved after completion of the process outlined in (a) and (b) above, the issue shall be discussed at the appropriate Labour Management Committee meeting, where the parties will make all reasonable and good faith efforts to resolve the issue.



Signed on behalf of WCMU

Nov 5/20
Date



Signed on behalf of HSA

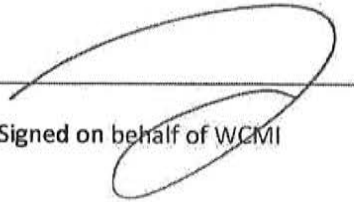
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Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

Letters of Understanding


The parties have agreed to delete the following LOUs from the agreement:

- LOU #6 Re: Louise Bluck
- LOU #9 – Casual Seniority



Signed on behalf of WCMI

Nov 5/20
Date



Signed on behalf of HSA

November 5, 2020
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Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
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The current language of Letter of Understanding #10 will be deleted and replaced with the following language below:

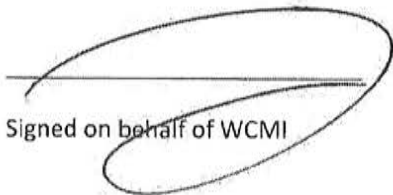
Re: Uniform Policy

During bargaining for the 2020 ^{2024 km} Collective Agreement, the Parties discussed the uniform policy, and in particular what colour combinations are permitted.

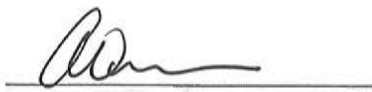
The Employer agreed to allow the following options for those required to wear uniforms:

- a) Navy blue scrub pants which may be worn in combination with either a navy blue or different colour top, except black or red. Pattern tops are not allowed, except for trim around the neckline, sleeves, pocket or waist; or
- b) Matching colour top and bottom scrubs, with the same restrictions as (a) above.

It is understood that employees must dress professionally at all times, and comply with the Employers uniform policy, which will not otherwise conflict with this Letter of Understanding.


Signed on behalf of WCMI

Nov 5/20
Date


Signed on behalf of HSA

November 6, 2020
Date

Health Sciences Association of BC (HSA) and West Coast Medical Imaging (WCMI)
2020 Collective Bargaining – Items Agreed To

Wages and Term

Effective ratification, the Receptionist wage scale will increase as follows:


Step 1:	\$17.00
Step 2:	\$17.50
Step 3:	\$18.00
Step 4:	\$18.50
Step 5:	\$19.00
Step 6:	\$19.50

Receptionists will be placed on their current step of the new wage scale. For example, a Receptionist currently at Step 4 (eg. earning \$17.10) will be placed at Step 4 of the new wage scale and will now be earning \$18.50 effective ratification.


For all staff:

- Year 1: 0.5% increase retroactive to April 1, 2020
- Year 2: 0.5% increase on April 1, 2021
- Year 3: 1.0% increase on April 1, 2022
- Year 4: 1.25% increase on April 1, 2023

The Collective Agreement is for a four (4) year term expiring on March 31, 2024


Signed on behalf of WCMI

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