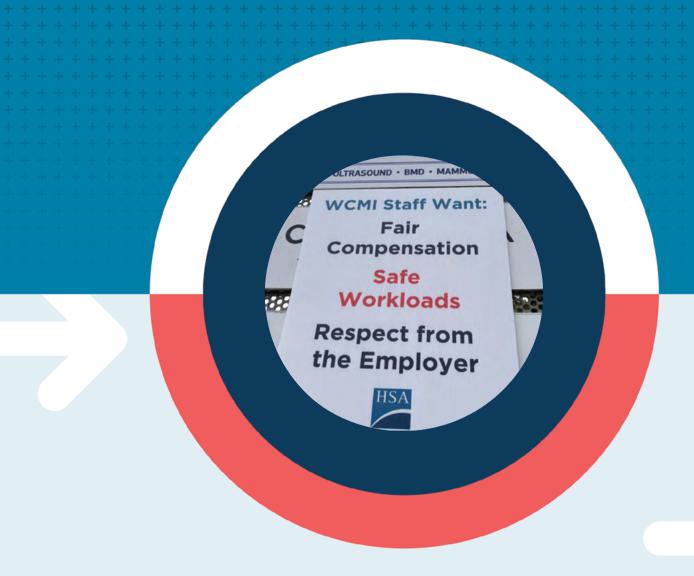


Comprehensive Report



on the tentative agreement reached between the Health Sciences Association (HSA) and West Coast Medical Imaging (WCMI)

APRIL 24, 2025

Territorial Acknowledgment

HSA respectfully acknowledges the unceded lands of approximately 198 distinct and diverse Indigenous nations on the lands colonially referred to as British Columbia. We are grateful to the traditional stewards of the lands and waters for their role in caretaking and fighting for the land from which we all benefit.

The In Plain Sight report made it clear that there is a lot of work we all need to do to become anti-racist and to create culturally safe healthcare and workplaces. As we endeavor towards decolonization we will want to ensure that there is an end to discrimination in the workplace and to disrupt the colonial based systems that Canadian health care was built on.

Proposed 2024-2028 WCMI Collective Agreement

7

WAGE INCREASE

At least **8.75**% wage increase over the term of the agreement, including a lump sum payment equivalent to **2**% on all hours worked from Apr 1, 2024 and **2**% on all hours worked from Apr 1, 2025 payable on ratification.

STABILIZATION FUND

Lump sum payment equal to 14% (21% for mammo) for all earnings on hours worked from Sep 1, 2024 to Feb 28, 2025, plus two forthcoming lump sum payments this year on earnings on hours worked up to Sep 1, 2025.

BENEFITS

Increase of paramedical from \$500 to **\$600**, dental from \$1500 to **\$1750** effective Jan 1, 2025.

7

GROUP RRSP

Increase from 2% match to **2.5%** upon ratification and **3%** on Apr 1, 2027.

STEWARDS

Expansion of the steward role to include stewards in employer investigations that may lead to discipline.

7

RESPECTFUL WORKPLACE

Improved timelines around the employer respectful workplace process.

刁

FULL-TIME ROLES

HSA and WCMI recognize the value and importance of full-time positions, and will review the creation of new/additional full-time jobs, including for QNR techs. 7

BEREAVEMENT LEAVE

Removal of the employer's judgement around paid days for travel for bereavement leave.

OH&S REVIEW

HSA and WCMI are bound to meet and review the OH&S committee structure for compliance with legislative and regulatory requirements, and for safer worksites.

Our Bargaining Committee Chair

Hello HSA members,

We present this ratification package for your consideration with our unanimous endorsement: please vote <u>"YES"</u> for this agreement.

To our members, thank you for your ongoing support through this process – we would not have achieved this tentative agreement without your input and support. Also, many thanks to my fellow bargaining committee members for their countless hours of hard work and determination.

In Solidarity,

per your bargaining committee:

Fareeha Yousuf, Chair

Denise Danel, Member

Ismail Rajpar, Member

Veeka Sharma, Member

Stephanie Tolias, Member

The Negotiators

On March 24, 2025 our bargaining committee reached a tentative collective agreement with the WCMI. This agreement is recommended by both our bargaining committee and the HSA Board of Directors.

After the failure of our previous tentative agreement our new bargaining committee has understood our mandate is to deliver something better. In discussion with you through our committee members and several in-person and online meetings, we determined the core issue we needed to address is the uncertainty surrounding the proposed wage reopener. Specifically, in the previous tentative agreement if the stabilization fund was not made permanent the collective agreement would have delivered inadequate wage increases without strong recourse to negotiate better wages.

Our goal was to solve this problem while maintaining all the other gains made previously, and (where possible) to make other additions that benefit our members. We believe we have done this and invite you to read about these changes in the "What's New" page.

In Solidarity,

Graeme Johnston, Lead Negotiator

Sheila Vataiki, Negotiator

What's New in this Tentative Agreement?

Retroactivity on Your Wages

Upon ratification, you will receive a lump-sum payment for wage increases retroactive to April 1, 2024. This amount will be calculated based on a 2% wage increase (or \$1/hr increase for reception) for hours worked from April 1, 2024 and an additional 2% wage increase on hours worked from April 1, 2025.

Payment of the Temporary Stabilization Fund

On ratification of the tentative agreement, you will receive a retroactive lump sum payment equivalent to 14% (21% for mammo) of earnings for hours worked from September 1, 2024 to February 28, 2025.

You will also receive two quarterly lump sum payments equivalent to 14% (21% for mammo) on earnings for hours worked from March 1, 2025 to August 31, 2025, paid quarterly.

Stabilization Fund after September 1, 2025 and the Right to Strike/Lockout

If the stabilization fund becomes permanent, this increase will be rolled into your wage grid:

 If the stabilization fund is made permanent, you will get a 14% (21% for mammo) wage increase rolled into your wages added cumulatively to the general wage increases.

If the stabilization fund does not come through in full (14% wage increase and 21% for mammo) by September 1, 2025, notice to collectively bargain for wages will be issued on that date.

In the previous tentative agreement, this wage reopener would have relied solely on the willingness of WCMI to provide an increase: if WCMI wouldn't agree to a sufficient wage increase we would have no opportunity for recourse on wages until 2028. However, with the proposed changes in this new tentative agreement, if the stabilization fund does not come through in full before September 1, 2025 and we cannot negotiate a satisfactory wage increase, our union or WCMI can declare an "impasse" after March 31, 2026. On declaring impasse, HSA can access our right to strike.

 If you don't get the full 14% (21% for mammo) rolled into wages and the employer is unwilling to negotiate satisfactory wage increases, we can take job action, including

exercising our right to strike, to get you better wages.

To sum up the significance of this change, our union will retain the strongest tool we have negotiate higher wages if the stabilization fund comes up short: we will have the right to strike for higher wages.

Other New Adds and Changes

- Annual review of full-time employment opportunities (including QNR techs) and expanded hours for part-timers
- · Improvements to the OH&S committees, and
- The right to include your shop steward in any workload dialogue discussion.

Items from the Previous Tentative Agreement

Excluding the changes and additions discussed above, all other proposed changes from the previous tentative agreement are carried over into this tentative agreement and will take effect upon ratification, or as otherwise specified following ratification. We encourage you to refresh your memory and/or make yourself acquainted with the entire tentative agreement package.

Summary of Changes to the WCMI Collective Agreement

Housekeeping

- Consistency in naming conventions of part-time
- Formatting issues including extra characters or spaces
- Ensuring gender neutral language

Article 3 (Definition of Employee Status)

Include the ability of the employer to terminate casuals who have neither worked nor
provided availability for 6 months without a bona fide ongoing illness or approved leave.

Article 5 (Union Recognition, Rights, and Security)

- Changed to reflect the current dues rate and to replace "Chief Steward" with "Lead Steward".
- Inclusion of the opportunity for the lead steward or designate to meet with new employees in person when possible.
- Specification of the best way to send updated employment status of members to the union as well as increasing how often the union receives the seniority list from once a year to twice a year.
- Removal of the requirement to have separate labour management meetings (historically one for Victoria and another for Lower Mainland) and clarification of which types of union-related leave are eligible for union-paid time.

Article 6 (Seniority)

 Clarification that seniority will continue to accrue while a member is on any other leave protected by the Employment Standards Act of BC.

Article 7 (Grievance Procedure)

- Expansion of steward role to be included in investigation.
- Inclusion of supervisor confirming receipt of grievance within 7 days and clarification that the union's designate be included in stage 3 meeting.

Article 10 (Promotion, Demotion, Transfer or Lay-Off)

- Requirement of the employer to notify the union before termination in cases where members fail to return to work.
- Removal of a Bone Mineral Densitometry (BMD) training provision as it is no longer done at WCMI.

Article 12 (Severance)

 Inclusion of the employer being able to reduce vacation pay payout by up to one week as long as it doesn't result in the employee receiving less than their minimum ESA entitlement if members do not give 14 days notice.

Article 15 (Bereavement Leave)

 Removal of the employer's judgement when it comes to the two additional days for travel associated with bereavement leave.

Article 19 (Sick Leave)

Confirmation of accrual of seniority for Employment Standards Act sick leave.

Article 20 (Statutory Holidays)

• Inclusion of National Day for Truth and Reconciliation in the listed statutory holidays.

Article 21 (Unpaid Leave)

Inclusion of written reasons for denied LOA if requested.

Article 22 (Vacation)

 Clarification of the process for vacation selection when not completed during the vacation selection process contemplated in the collective agreement (submitted prior to January 31st).

Article 23 (Hours of Work)

 Change in factors to be considered when calling in part-time and casual employees for additional work from "willingness to work" to "availability".

Article 32 (Uniforms)

Increases in the uniform allowance from \$160 (FT), \$100 (PT), and \$50 (casual) to \$200 (FT), \$150 (PT), and \$100 (casual) by January 1, 2026. Additionally include a provision that receipts must be submitted and that casuals are only eligible if they work an average of 2 shifts per month.

Article 34 (Safety and Occupational Health)

- Inclusion of informing the employer of recommendations made by the OHS committee regarding ergonomic adjustments and measures to protect pregnant employees.
- Clarification that OHS committee members ought be granted leave without loss of pay (or straight time wages) to attend meetings of the committee and when required to participate in inspections or accident investigations at the request of the committee pursuant to WCB OHS regulations.
- See Memorandum of Understanding #2 for additional changes.

Article 35 (Harassment)

- Inclusion of the requirement for the employer to confirm receipt of a respectful workplace complaint within 7 days of receiving the complaint and that actions required to address complaints ought be done in a timely way.
- Clarification that a complaint under respectful workplace is not a grievance but that members may grieve the outcome of the complaint process.

Letter of Understanding #1

- Include a requirement for summary of workload dialogue issues to be reported at labour management meetings, along with any interim direction and ongoing assessment.
- A member may include their steward workload dialogue discussions.

Letter of Understanding #3

Removal of a historic LOU specific to 3 members regarding team leader premiums that
are no longer in the collective agreement – the team leader premium will continue to
apply to the only member who remains employed by WCMI.

Letter of Understanding #6

 Increase of training premium from \$2.25 to \$3.00 per hour for certified ultrasound technologists to orient new hires or train students.

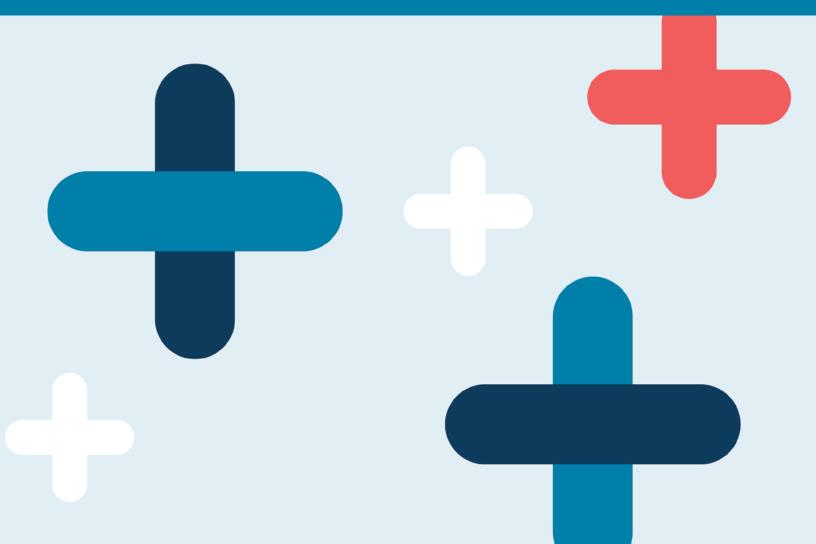
Memorandum of Understanding #1

- HSA and WCMI will endeavour to create full-time positions where practicable and where
 the employer's business supports them. When considering the creation of full-time
 opportunities, the employer will be specifically required to consider creation of new/
 additional full-time opportunities for QNR techs.
- This review will take place within 60-days' of the ratification of this agreement, and each calendar year thereafter.

Memorandum of Understanding #2

• Within 60-days of ratification, the parties will meet to review WCMI's OH&S committee structure and ensure employer compliance with OH&S committee requirements.

Wages and Stabilization Payment



Year One - April 1, 2024

 2% general increase to all classifications except reception (instead of 2%, reception will get \$1.00/hr increase) retroactive to April 1, 2024, to those employed at time of ratification.

Stabilization Fund

• This is a **temporary** quarterly payment to WCMI from the Ministry of Health that starts September 1, 2024, and ends August 31, 2025. It results in a 14% increase in the employer's funding and is to be paid every 3 months.

September 1, 2024 – November 30, 2024 – all hours worked during this period will accrue at 14% of earnings and be paid out in a lump sum (except for mammography which will be at 21%)

December 1, 2024 – February 28, 2025 – all hours worked during this period will accrue at 14% of earnings and be paid out in a lump sum (except for mammography which will be at 21%)

The lump sum payments for the periods between September 1, 2024 - February 28, 2025 will be paid in lump sum on ratification.

March 1, 2025 – May 31, 2025 – all hours worked during this period will accrue at 14% of earnings and be paid out in a lump sum (except for mammography which will be at 21%)

June 1, 2025 – August 31, 2025 – all hours worked during this period will accrue at 14% of earnings and be paid out in a lump sum (except for mammography which will be at 21%)

These stabilization payments are in addition to the general wage increases.

Wage Reopener and the Right to Strike

- The employer expects the temporary stabilization fund to be rolled in to a new funding structure once it expires. This would result in the 14% (21% for mammography) being rolled in to the permanent wage structure.
- As the stabilization fund is planned for only one year (September 1, 2024 through August 31, 2025), there is a wage reopener included in this agreement. This means that in the instance of the temporary stabilization fund being reduced or eliminated and not rolled into permanent wages, it will allow the parties to renegotiate only the wages.

 In the event a wage reopener is required and a satisfactory increase cannot be negotiated, we will have the option to terminate the collective agreement and go on strike for better wages.

Year Two - April 1, 2025

• 2% general increase on all classifications retroactive to April 1, 2025, to those employed at time of ratification.

Year Three - April 1, 2026

• 2.25% general increase on all classifications.

Year Four - April 1, 2027

• 2.5% general increase on all classifications.

Health and Welfare Benefits



January 1, 2025

- Paramedical increase from \$500 to \$600 per year, dental cap increased from \$1500 to \$1750.
- Eye exams increased from \$50 to \$75 every 24 months; vision coverage increased from \$200 to \$225 every 24 months.

April 1, 2027

• Eye exams increased from \$75 to \$100 every 24 months; vision coverage increased from \$225 to \$250 every 24 months.

Registered Retirement Savings Plan



RRSP

• 0.5% increase to RRSP match effective date of ratification – increase from 2% to 2.5%.

April 1, 2027

• 0.5% increase to RRSP match for a total of 3%.

About this Document

As you read through this document, you may note this tentative agreement package is remarkably similar to the previous tentative agreement package. Rest assured this is no accident and is by design: Our bargaining committee set out to maintain all the previously negotiated benefits and additions from the previous tentative agreement while adding what we believe is needed for an acceptable collective agreement.

The information presented in pages 8-19 of this document is a summary of select portions of HSA's tentative collective agreement with WCMI based on our understanding of that agreement.

For specific language on additions and changes, see pages 21-61.

After reviewing this document, should you have any questions about the tentative agreement please contact HSA Head Office and ask to speak to negotiators Graeme Johnston or Sheila Vataiki, or write to WCMIBargaining@hsabc.org.

HSA Contact Information

Phone: 604-517-0994/800-663-2017

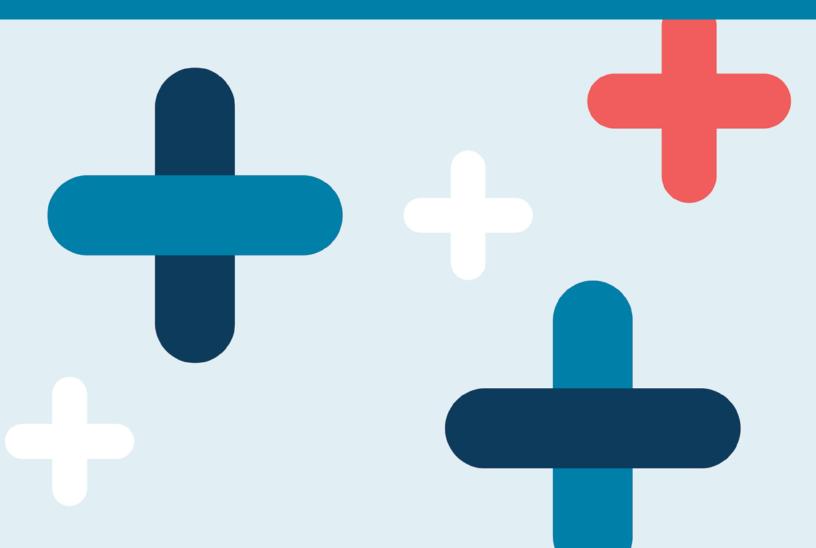
Fax: 604-515-8889/800-663-6119

180 East Columbia Street, New Westminster, V3L 0G7

For general inquiries about your current collective agreement, or other workplaces questions and concerns, please contact your shop steward or LRO.

Please note that any payments made to members under the collective agreement are subject to statutory and customary deductions, unless otherwise stated.

Detailed Language Changes



Memorandum of Agreement

Between:

West Coast Medical Imaging Inc.

(the "Employer")

And:

Health Sciences Association of BC

(the "Union")

Memorandum of Agreement dated April 24, 2025

WHEREAS the Employer and the Union have bargained in good faith to attempt to conclude a Collective Agreement;

AND WHEREAS the Employer and the Union are desirous of concluding a Collective Agreement;

NOW THEREFORE the Employer and the Union agree as follows:

- The Employer's and the Union's bargaining committees agree to recommend to their respective principals and members for acceptance and ratification the amendments and other agreements related to the Collective Agreement which expired on April 1, 2024. Subject to errors and omissions, the amendments are:
 - All items previously agreed, as reflected in the attached document, noting agreed proposal UP3 from March 19, 2025 is discarded; and
 - B. Other amendments and agreements as follows:

Year one - April 1, 2024

- 2% general increase to all classifications except reception, retroactive to April 1st, 2024 for those employed at the time of ratification;
- Reception increase of \$1 per hour retroactive to April 1st, 2024 for those employed at the time of ratification;
- 0.5% increase to RRSP match, effective on the date of ratification and employees providing election form to increase the deduction;

Effective January 1, 2025,

- paramedical limit increase to \$600 per year, dental cap increase to \$1750 per year;
- Eye exams increased to \$75 every 24 months; and
- Vision care increase to \$225 every 24 months.

Year Two - April 1, 2025

• 2% general increase on all classifications for those employed at the time of ratification.

Year Three - April 1, 2026

• 2.25% general increase on all classifications.

Year Four - April 1, 2027

- 2.5 % general increase on all classifications; and
- 0.5% increase to RRSP match, moving maximum match to 3%.

Benefit increases

- Eye exams increased to \$100 every 24 months; and
- Vision care increased to \$250 every 24 months.

Stabilization Fund

Effective September 1st, 2024 employees will begin to accrue stability fund payments on hours worked at 14% of earnings for hours worked (21% for mammographers).

Stability fund payments will be made quarterly to employees, after payment is made to WCMI by the Government, with the first quarterly payment to employees anticipated to be in late December, 2024, for the September 1, 2024 to November 30, 2024 quarter.

Stability payments will be provided for four quarters, subject to the Government providing such payments.

The Government is expected to increase the fee schedule by the level of the stability fund payments at the end of the four quarters whereupon WCMI will then increase the wage rates by 14% (21% for mammo) to reflect the stability fund monies having become permanent. The wage schedule will be increased effective upon the increase in the fee schedule being implemented by the Government. The increase to the fee schedule will not create any retroactive liability.

Wage Reopener in the Event the Stability Fund Payments Reduced or Eliminated

- i. If at the conclusion of the twelve month stability fund period the Government does not roll the full anticipated increase into the fee schedule, thereby not resulting in a 14% wage schedule increase (21% for mammo), the Parties agree the Collective Agreement may be reopened for the renegotiation of wages only, effective September 1, 2025 (the "Wage Re-opener").
- ii. If, at any point prior to March 31 2026, the Government does roll the full anticipated increase contemplated in the paragraph above into the fee schedule, the Parties agree the Wage Re-opener shall be cancelled, and of no force or effect.
- iii. The Parties agree that if a lesser than anticipated amount is rolled into the fee schedule at the conclusion of the twelve month stability fund period, the lesser amount will still be applied to the wage schedule increases, and the Wage Re-opener will remain available.
- iv. It is agreed that if the Wage Re-opener is triggered:
 - a. Notice to Bargain the Wage Re-opener will be deemed to be served on September 1, 2025.
 - b. No later than November 1, 2025, the Parties shall exchange their proposals.
 - c. No later than January 1, 2026, the Parties shall commence bargaining of the Wage Re-opener.
 - d. In the event the Parties are in dispute either the Union or the Employer may declare impasse no earlier than March 31, 2026. Impasse may be declared with respect to wages only.
 - e. Any deadlines listed above may be changed by mutual agreement of the Parties.
- v. The Parties agree that in the event impasse is declared the Collective Agreement shall terminate on the date impasse is declared (the "Early Termination"), and the Parties may resort to strike/lockout, pursuant to the provisions of the British Columbia Labour Relations Code.
- vi. Following such early termination resulting from the written declaration of impasse by either the Employer or the Union the Collective Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties conclude a new Collective Agreement as contemplated in this Agreement.
- vii. The Parties agree that should the Wage Re-opener and Early Termination occur as contemplated by this Agreement, any subsequent Collective Agreement reached between the Parties prior to March 31, 2028 (the "Renewal Agreement") must:
 - a. have a term of September 1, 2025 March 31, 2028;

- incorporate all of, and exclusively, the monetary and non-monetary terms of the 2024-2028 Collective Agreement excluding wages from the date of September 1, 2025 to March 31, 2028;
- c. have no retroactive or retrospective effect apart from that which may be negotiated with respect to wages for the term of the Renewal Agreement;
- d. incorporate no other monetary or non-monetary terms except as contemplated by 7(a) (c) above.
- viii. The Parties agree that in the negotiation of the Renewal Agreement no Party shall advance any bargaining position inconsistent with the terms of paragraph 7, above, and that doing so shall constitute bargaining in bad faith.
- ix. The Parties may, by mutual agreement, use the alternative dispute resolution tools available to them under the *Code*, including but not limited to mediation in the event the Wage Re-Opener is triggered.
- x. This Agreement is independent of and survives the termination of the Collective Agreement.
- 2. No individual member of the Employer's or the Union's bargaining committees shall directly or indirectly act or speak in a manner that is inconsistent with the obligation described in this Memorandum to recommend the amendments, other agreements and the Renewal Collective Agreement to their respective principals and members.
- Conditional upon its ratification by the employees in the bargaining unit, the Renewal Collective Agreement shall be effective on April 1, 2024 and shall continue in effect until March 31, 2028.
- 4. In accordance with the Labour Relations Code, the Union shall advise the Employer of the results of the ratification vote immediately after such results are known. No provision of the Renewal Collective Agreement shall have retroactive application or effect, unless specifically stated.

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All of which is acknowledged and agreed at the City of New Westminster, this 24th day of April, 2025.

For the Employer

Allen Lavoie, Employer

Fareeha Yousuf, Chair

Denise Danel, Member

Ismail Rajpar, Member

Veeka Sharma, Member

Stephanie Tolias, Member

Graeme Johnston, Negotiator

Sheila Vataiki, Negotiator

Housekeeping

The parties agree to the following changes in the HSA/WCMI Collective Agreement:

- Every instance of "part time" be changed to "part-time" through the whole of the collective agreement
- Article 5.06 amend "Union (s)" to "Union"
- Article 6.04 (1) remove the comma after 2002
- Article 7.01 remove the _ in the word "Griev_ance"
- Article 10.01 (a) remove the "s" from "commits"
- Article 10.01 (b) add subordinate clause, "The parties will, prior to the date of the change, ..."
- Article 10.04 substitute "in a qualification period" for "on trial"
- Article 18.01 (d) "she" to "they"

 Article 22.0 (c) remove the additional "." Between for. Victoria, and the "." Lower · Mainland Article 23.05 (a) - remove additional "(a)"

Keith Murray Allen Lavoie WCMI WCMI John Hindle Alyson Warner HSA HSA

Signed March 11, 2024

Amend the collective agreement, by changing the following Article:

5.06 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 union dues (currently 1.6% 1.85% of all wages) or initiation fees to be deducted from each employee.

Allen Lavoie

Keith Murray

WCMI

WCMI

Alyson Warner

HSA

John Hingle

HSA

Signed March 11, 2024

Amend the collective agreement, by changing the following Article:

5.08 Bargaining Unit Information

(a) The Employer shall provide the Union designate and the Union Lead Steward every three (3) months 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 such employees are regular or casual and the date of their commencement or termination of employment. The list shall be shared in an editable excel spreadsheet — including phone number, email, and Classification.

X Allen Lavoie
WCMI

X Allen Lavoie
WCMI

X Alyson Warner
HSA

Keith Murray
WCMI

John Hindle
HSA

Signed March 12, 2024

Amend the collective agreement, by changing the following Article:

5.08 Bargaining Unit Information

(b) By January 31 and July 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 increments, if any, the telephone number and the mailing address of each employee according to the Employer.

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Signed March 11, 2024

Amend the collective agreement, by changing the following Article:

5.09 Union Stewards

(b) The Union Stewards shall be allowed reasonable time while on duty without loss of pay to investigate complaints, investigate grievances or process grievances under Article 7 and to attend labour/management meetings. Stewards shall obtain the permission of the designated Employer representative before leaving to perform steward duties. Such permission shall not be unreasonably withheld. Stewards who attend Labour Management Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings. The foregoing rights shall be limited where possible to the location in which the Steward works or falling that, shall be exercised by telephone and in all cases shall be limited to the geographic area in which the Steward works. There shall be separate Labour Management meetings for each geographic area.

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Signed March 11, 2024

Amend the collective agreement, by changing the following Article:

5.11 Retention of Benefits

Union leave under the following four (4) sections Articles 5.12, 5.13, 5.14, and 5.15 will be unpaid and the time so spent shall not be counted as hours worked for the purposes of overtime. 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 21.02, [i.e. such leave will not affect the employee's benefits, seniority or increment anniversary date]. Union leave under the following four (4)-sections Articles 5.12, 5.13, 5.14, and 5.15 will be subject to the following conditions:

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Signed March 11, 2024

Amend the collective agreement, by changing all instances of:

"Chief Steward" to "Lead Steward"

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Signed March 11, 2024

Amend the collective agreement, by changing the following Article:

6.04 Seniority

4. <u>an employee on any other leave protected by the Employment Standards Act of British Columbia</u>

5. an employee is on any other leave provided by this agreement subject to Article 21.02

X V	X
Allen Lavoie	Keith Murray
WCMI	WCMI
	1. 4
X (lid	X (fl (V) -
Alyson Warner	John Mindle
HSA	HSA /

Signed March 11, 2024

Amend the collective agreement, by changing the following Article:

7.02 Fair Procedures

An employee who is called into a meeting for the purpose of <u>conducting a disciplinary investigation</u>, <u>or</u> administering discipline at the level of written warning or more serious discipline will be advised of their right to have a Steward present.

Allen Lavoie WCMI Keith Murray WCMI

Alyson Warner HSA John Hingle

HSA

Signed March 12, 2024

Amend the collective agreement, by changing the following Article:

7.03 Resolution of Differences

The following procedure shall be used for the resolution of Differences other than for the dismissal of employees.

Stage 1

An employee with such a Difference shall discuss it with the employee's immediate supervisor within five (5) calendar days of the date upon which the employee became aware of the difference. If a settlement is not reached, the employee shall advise the Union Steward of the Difference and write down the details of the Grievance including the Article(s) allegedly violated on the prescribed form. The Grievance form shall be submitted to the grievor's immediate supervisor within twelve (12) calendar days of the date on which the employee first became aware of the difference. The Supervisor will respond within 7 days to confirm receipt of the grievance.

Allen Lavoie
WCMI

Keith Murrav
WCMI

X

Alvson Warner
HSA

John Mindle
HSA

Signed March 11, 2024

Proposal #15

Amend the collective agreement, by changing the following Article:

7.03

Stage 3

The Chief-Steward, or alternate the Union's designate, and the Employer designate and the grievor if requested by either party, shall make every reasonable effort to resolve the Difference, either in person or by conference call.

Failing settlement, the Union or the Employer may refer the matter to arbitration within twenty-eight (28) calendar days from failure to resolve the Difference at Stage 3 meetings.

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Amend the collective agreement, by changing the following Article:

10.10 Loss of seniority

Seniority and employment shall be terminated if the employee:

- (a) has been laid off for more than twelve (12) months;
- (b) quits or is terminated and such termination is not reversed through the Grievance and Arbitration procedure;
- (c) fails to return on the day following completion of a leave except for circumstances beyond the control of the employee;
- (d) is off work for more than three (3) consecutive working days without notifying the Employer and demonstrating reasonable cause for the absence;
 - (e) fails to respond to a recall notice as required by Article 10.08 (g) except as in 10.08 (h).

The Employer shall notify the Union prior to terminating any employee under (c), (d) or (e) above.

X

Allen Lavoie

WCMI

Keith Murray

WCMI

X

Alyson Warner

HSA

HSA

Amend the collective agreement, by adding the following Article:

19.11 ESA Sick Days for Casuals

Casual employees will be entitled to paid sick leave in accordance with the Employment Standards Act, and any such paid hours will be added to their seniority accrual.

Allen Lavoie WCMI Keith Murray WCMI

Alyson Warner HSA John Hindle

HSA

Amend the collective agreement, by changing the following Article:

20.02 Statutory Holidays

New Year's Day

Family Day

B.C. Day

Thanksgiving Day

Good Friday

Labour Day

Remembrance Day

Victoria Day

National Day for Truth and

Christmas Day

Canada Day

Reconciliation

Boxing Day

X

Allen Lavoie WCMI X

Keith Murray WCMI

X Cli

Alyson Warner

HSA

John Hindle

HSA

Amend the collective agreement, by changing the following Article:

21.01

Requests for unpaid short term or extended leave of absence shall be made in writing to the Manager, and may be granted at the Employer's discretion with due regard to operational requirements. 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—written reason(s) will be given by the Employer.

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Amend the collective agreement, by changing the following Article:

Article 23.06 Assignment of Additional Hours to Part-Time and Casual Employees

(c) As additional work comes available in that work assignment(s) such employees shall be called to work with the factors considered being seniority and willingness-to-work-availability.

x V	x
Allen Lavoie	Keith Murray
WCMI	WCMI
× aa	x Shall
Alyson Warner	John Mindle
HSA	HS /
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Amend the collective agreement, by changing the following Article:

Article 34.02 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.

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.

Allen Lavoie WCMI

Keith Murray WCMI

Alyson Warner HSA John Hindle

....

Amend the collective agreement, by adding the following Article:

Article 34.04

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.

Allen Lavoie
WCMI

Keith Murray
WCMI

X

Alyson Warner
HSA

John Hindle
HSA

Amend the collective agreement, by changing the following Article to add at the end of 34.03:

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages when required to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

X

Allen Lavoie

WCMI

Keith Murray

WCMI

X

Alyson Warner

HSA

HSA

Amend the collective agreement, by changing the following Article:

Article 35.02

The Employer shall <u>confirm in writing receipt of written complaints within 7 days of receiving same and</u> take such actions as are necessary to address any complaints or concerns raised <u>in a timely way.</u>

X
Allen Lavoie
WCMI

X
Alyson Warner
HSA

X

X

X

Alyson Warner
HSA

X

X

X

Alyson Warner
HSA

Amend Article 35.02 to include at the end:

A complaint raised under the foregoing policy is not a grievance. A complainant must follow the complaint process in good faith but is entitled to grieve the outcome of the complaint process.

Proposal 36 Workload Package

Amend the collective agreement, by changing the following Letter of Understanding:

LOU #1Workload

(b) ...

- 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. Provide a summary for the Labour Management Committee of the concerns, any interim direction that has been provided, and progress on ongoing assessments.
- 2. 3. 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. 4 respond to the employee in writing upon conclusion of the assessment.

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X	X
Allen Lavoie WCMI	Keith Murray WeMI
x au	X Jah
Alyson Warner HSA	John Hindle HSA
Signed March 11, 2024	Replaced by April 24, 2025 April 24, 2025
	a mended 36 from
	April 24, 2025
	K

Amend the collective agreement, by removing LOU#3 from the collective agreement, but that the terms remain in full force and effect.

Letter of Understanding

Between

West Coast Medical Imaging Inc.

and

Health Sciences Association of B.C.

Re: Team Leader Premiums

The parties agree to continue with the terms and conditions of the former "Letter of Understanding #3 from the 2019-2024 WCMI and HSABC Collective Agreement.

Given that the only current employee impacted by this Letter of Understanding is now Lorena Anilao, that means that now the Team Leader premiums will be paid to them for any pay period in which the employee is paid, based on their standard hours as of November 27, 2007:

· Lorena Anilao - \$ 80 in addition to her appropriate rate as determined on Appendix A

These premiums are intended to reimburse the named employees for responsibilities of assigning work, monitoring, and reporting on work, training (although that responsibility is shared with other bargaining unit employees and supervisory personnel) performing unique duties as an X-Ray Technologist-Registered, at more than one location.

Should the Employer relieve any of these employees of their Team Leader positions, the employee affected will be wage protected at a red circled pay rate that includes the premium in effect on the last date before the duties were removed. Wage protection shall not apply in the case that the employee requests that they be relieved of the Team Leader duties.

There is no requirement that the Employer introduce Team Leaders into other locations of its operations by virtue of having these current positions in Vancouver and New Westminster or that if one or more of those persons is no longer a Team Leader(s), that there is a vacancy to be posted.

X Allen Lavoie
WCMI

X & British

X & Britis

Proposal NM #9

Amend the collective agreement, by changing the following Article:

5.19 Employer and Union to Acquaint New Employees

(c) The Location <u>Lead</u> Steward <u>(or designate)</u> will be given an opportunity to meet with each new employee, <u>in person</u>, within regular working hours, without loss of pay, for up to fifteen (15) minutes sometime during the first thirty (30) days of employment.

X Allen Lavoie
WCMI

X e. Berlied
X of Murray
WCMI

X e. Berlied
X John Hindle
HSA

Signed Sept 19 2024

Proposal M3

Amend the collective agreement, by changing the following Article:

10.02 Training for Senior Staff

A registered X-ray technologist wishing training in Bone Mineral Densitemetry (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.

Allen Lavoie WCMI

Keith Murray

WCMI

X

Colin Brehaut

John Hindle

АРН

Proposal M5

Amend the collective agreement, by changing the following Article:

15.02 Up to two days with pay shall be granted for traveling time when this is <u>required.</u> warranted in the judgment of the Employer.

X
Allen Lavoie
WCMI

X
Allen Lavoie
WCMI

X
Colin Brehaut
HSA

Signed Sept19, 2024

ER Proposal 1

Amend the collective agreement, by adding the following Article:

3.05 Casual employees must be reasonably available for work. Casual employees who have not worked and have not provided availability for six months or more may be terminated, unless unavailable due to bona fide ongoing illness, or on approved leave.

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X //	X
Allen Lavoie	Keith Murray
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Colin Brehaut	John Hindle
HSA	HSA
	/
	YEAR 19 2024

Employer Proposal #4

Where an employee does not provide a minimum of 14 days written notice of resignation, any vacation pay payout owing may be reduced by one week, as long as that does not result in the employee receiving less than their minimum Employment Standards entitlement for that year.

X
Allen Lavoie
WCMI

X
Colin Brehaut
HSA

X

X

X

X

X

X

Allen Lavoie
WCMI

Allen Lavo

Sept. 19,2024

Proposal NM#25 / ER NM#13

Amend the collective agreement, by changing the following Article:

22.09

(b) Vacation requests received after 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. Such requests will be subject to operational requirements.

When requests are made with at least 30 days' notice, reasonable efforts will be made to grant the request, and the employer will respond within 7 days. When such requests are received on shorter notice, they will be given reasonable consideration which includes consideration of impacts on patient scheduling and overtime expenses.

WCMI

Keith Murray

WCMI

X

HSA

John Hindle HSA¹

Sept. 19, 2024

Letter of Understanding #6
Between
West Coast Medical Imaging Inc.
And
Health Sciences Association of B.C.

Re: Training Premium

The Employer may request that some Certified Ultrasound Technologists assist with providing familiarization/training to new hire Certified Ultrasound Technologists who require more practical experience before taking on a regular case load.

These Trainees will be receiving the Trainee rate as per LOU #7.

Certified Ultrasound Technologists who perform such training shall be compensated with a \$2.25/hr \$3.00/hr premium for all hours performing training of such new hires, as designated by the Employer.

In addition, Certified Ultrasound Technologists who train students shall be compensated with a \$3.00/hr premium for all hours performing training of such students, as designated by the Employer.

X Allen Lavoie

WCMI

Keith Murrav

WCMI

X

Colin Brehaut

HSA

John Hirdle

HSA

Proposal M12

Amend the collective agreement by changing the following Article:

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

Effective January 1, 2025:

(iv) full-time employee: \$160.00 \$185.00

(v) part-time employee: \$100.00 \$125.00

(vi) casual employee: \$50.00 \$65.00

Effective January 1, 2026:

(iv) full-time employee: \$160.00-\$185.00 \$200.00

(v) part-time employee: \$100,00 \$125.00 \$150.00

(vi) casual employee: \$50.00 \$65.00 \$100.00

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, and the payments will be non-taxable.

32.04 In order to qualify for the reimbursement, a casual employee must have worked at least twenty-five (25) shifts in the prior calendar year, or at least an average of two shifts per month employed in that calendar year, if such year was their first year of employment.

X Allen Lavoie

Allen Lavoie

WCMI

Keith Murray

WCMI

X

Colin Brehaut

HSA

John Hintle

HSA

UP1.1

MOU XX Re. Full-Time Work

The Parties recognize the appeal of full-time work for the purpose of recruitment and retention and for the benefit of Employees who desire it. The parties will endeavour to create full-time positions where practicable and where the Employer's business supports them. For clarity, the creation of such positions under this memorandum is not intended to expand regularly scheduled hours of the Employer's operations. Therefore,

- (a) Within three (3) months of ratification of the 2025 agreement, the parties shall meet to review regularly scheduled hours across the establishment from the past year and anticipated future needs, and the creation of full-time regular jobs where reasonably practicable. For clarity, this review shall consider non-grandfathered QNR techs.
- (b) Parties shall meet within the first three (3) months of each calendar year to perform the review described in (b) above.
- (c) Except to the extent this MoU may create a preference for full-time jobs, it is understood this MoU does not impair any employer's rights.

Time: Apr. 24/25 4:54 en

For the Employer, Keith Murray

For the Employer, Allen Lavoie

For the Union, Graeme Johnston

JFor the Union, Fareeha Yousuf

April 24, 2025 - Employer Proposal xx (v2.0)

34.03 Joint Health and Safety

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 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. This language may be varied by the parties subject to MoU XY.

MoU XY

Within 60 days of the ratification of the Collective Agreement, the parties shall meet to discuss the configuration, structure, and purpose of Joint Health and Safety Committees under Article 34.03. The parties shall consider things including, but not limited to:

- Structure
- Number of Committees and Geographic Area
- · Terms of Reference
- Relationship to Worksite Committees, including the possibility of variances on where Committees are required

At a minimum, the parties shall develop a terms of reference for the Joint Health and Safety Committees to ensure compliance with the Workers Compensation Act and Regulations.

For the discussion of this MoU, the Union may include up to two members from the Lower Mainland and two members from Vancouver Island, and any staff deemed appropriate. Time spent at such meetings under thei MOU shall be considered as attendance at OH & S Committee meetings and paid accordingly

The Committees may agree to vary the language of Article 34.03 for the duration of this Collective Agreement, and make recommendations to the parties at their next round of Collective Bargaining.

Time: Byil 24/25 9:53 gm

For the Employer, Keith Murray

For the Employer, Allen Lavoie

For the Union, Graeme Johnston

For the Union, Fareeha Yousuf

UP₂

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 will advise the immediate supervisor or other employer representative and their union 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 and the union:

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 and their union representative 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.

Time:

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Keith Murray

Allen Lavoie

Graeme Johnsto

Fareeha Yousut

