

# PROVINCIAL AGREEMENT

*between*

**THE HEALTH SCIENCE PROFESSIONALS  
BARGAINING ASSOCIATION**

*and*

**HEABC**  
HEALTH EMPLOYERS  
ASSOCIATION OF BC

**April 1, 2022 – March 31, 2025**

# **PROVINCIAL AGREEMENT**

*between*

**THE HEALTH SCIENCE  
PROFESSIONALS  
BARGAINING ASSOCIATION**

*and*

**HEABC**  
HEALTH EMPLOYERS  
ASSOCIATION OF BC

**April 1, 2022 – March 31, 2025**

# TABLE OF CONTENTS

<b>ARTICLE 1 – DEFINITIONS</b>	<b>1</b>
<b>ARTICLE 2 – PURPOSE OF AGREEMENT</b>	<b>2</b>
<b>ARTICLE 3 – DEFINITION OF EMPLOYEE STATUS &amp; BENEFIT ENTITLEMENT</b>	<b>2</b>
3.01 Regular Full-time Employees	2
3.02 Regular Part-time Employees	3
3.03 Casual Employees	4
3.04 Casual to Regular Status – Increment Determination	7
3.05 Employee Working Concurrently for More than One Employer	8
<b>ARTICLE 4 – MANAGEMENT RIGHTS</b>	<b>8</b>
4.01 General Rights	8
4.02 Direction of Employees	8
4.03 Employer Rules	8
<b>ARTICLE 5 – UNION RECOGNITION, RIGHTS AND SECURITY</b>	<b>8</b>
5.01 The Union As Exclusive Bargaining Agent	8
5.02 Maintenance of Membership	8
5.03 Membership of New Or Porting Employees	8
5.04 Dues Authorization	9
5.05 Dues Check-off and Initiation Fee	9
5.06 Membership and Dues Authorization Forms	9
5.07 Amount of Dues and Fees	9
5.08 Bargaining Unit Information	10
5.09 Union Stewards and Records	10
5.10 Union Staff	12
5.11 Retention of Benefits	12
5.12 Short Term Leave	12
5.13 Negotiations and Essential Services	13
5.14 Executive Council Member	13
5.15 Union Employment	13
5.16 Legal Picket Line	13
<b>ARTICLE 6 – MEDICAL EXAMINATION, PROBATION, ANNIVERSARY DATE AND SENIORITY</b>	<b>13</b>
6.01 Medical Examination and Immunization	13
6.02 Probation	14
6.03 Anniversary Date	14
6.04 Seniority	15
6.05 Bargaining Unit Employees in Positions Outside the Bargaining Unit	15
<b>ARTICLE 7 – GRIEVANCE PROCEDURE</b>	<b>16</b>
7.01 Discussion of Differences	16
7.02 Fair Procedures	16
7.03 Resolution of Differences	16

7.04	Resolution of Employee Dismissal Disputes .....	17
7.05	Policy Grievance .....	17
7.06	Time Limits .....	17
<b>ARTICLE 8 – ARBITRATION .....</b>		<b>17</b>
8.01	Arbitration Principles .....	17
8.02	Full Arbitration Process.....	18
8.03	Employee Dismissal/Suspension Fast-Track Arbitration Process....	19
8.04	Expedited Arbitration Process .....	20
<b>ARTICLE 9 – VACANCY POSTING .....</b>		<b>21</b>
<b>ARTICLE 10 – PROMOTION, DEMOTION, TRANSFER OR LAY-OFF .....</b>		<b>23</b>
10.01	Application of Seniority .....	23
10.02	Promotional Increase .....	23
10.03	Relieved of Promotion or Transfer .....	23
10.04	Demotion .....	24
10.05	Displacement and Bumping Process.....	24
10.06	Retention of Seniority and Benefits on Lay-Off.....	26
10.07	Lay-Off.....	26
10.08	Temporary Assignment.....	27
10.09	Regularized Relief .....	28
<b>ARTICLE 11 – NEW AND RECLASSIFIED POSITIONS .....</b>		<b>28</b>
<b>ARTICLE 12 – RESIGNATION .....</b>		<b>28</b>
12.01	Resignation – Regular Employees .....	28
<b>ARTICLE 13 – SEVERANCE ALLOWANCE.....</b>		<b>29</b>
13.01	Eligibility .....	29
13.02	Eligibility and Calculation for Part-Time Employees .....	29
13.03	Application of Portability to Severance Allowance .....	29
<b>ARTICLE 14 – JOB SECURITY AND TECHNOLOGICAL CHANGE .....</b>		<b>30</b>
14.01	Notice .....	30
14.02	Technological Change – Lay-off .....	30
14.03	Amalgamation .....	30
14.04	Contracting Out .....	30
14.05	Voluntary Solutions.....	31
<b>ARTICLE 15 – LEAVE – BEREAVEMENT .....</b>		<b>31</b>
<b>ARTICLE 15B – LEAVES FOR COMPASSIONATE CARE, CHILD DISAPPEARANCE AND CHILD DEATH.....</b>		<b>31</b>
<b>ARTICLE 16 – LEAVE – COURT DUTY.....</b>		<b>32</b>
<b>ARTICLE 17 – LEAVE – EDUCATION .....</b>		<b>32</b>
<b>ARTICLE 18 – MATERNITY AND PARENTAL LEAVE .....</b>		<b>33</b>
18.01	Maternity Leave.....	33
18.02	Parental Leave .....	34
18.03	Parental Leave – Special Circumstances.....	34
18.04	Benefits Continuation .....	35

18.05	Notice Required.....	35
18.06	Return to Employment.....	35
18.07	Bridging of Service .....	35
18.08	Supplemental Employment Benefits Plan.....	36
18.09	Casual Employees .....	38
<b>ARTICLE 19 – LEAVE – SICK.....</b>		<b>38</b>
19.01	Accumulation .....	38
19.02	Record of Accumulation.....	38
19.03	Qualifying Time.....	39
19.04	Proof of Sickness .....	39
19.05	Benefits Accrued .....	39
19.06	Expiration of Credits .....	39
19.07	Enforceable Legal Claims.....	39
19.08	Additional Leave.....	39
19.09	Appointments .....	40
19.10	Notice Required.....	40
19.11	Specialist Appointments .....	40
19.12	Cash-in of Sick Leave Credits .....	40
19.13	Voluntary Treatment .....	40
19.14	Leave – Workers' Compensation.....	40
<b>ARTICLE 20 – LEAVE – SPECIAL.....</b>		<b>41</b>
20.01	Accumulation.....	41
20.02	Application.....	41
<b>ARTICLE 20B – DOMESTIC AND SEXUAL VIOLENCE LEAVE .....</b>		<b>42</b>
<b>ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS .....</b>		<b>43</b>
21.01	Statutory Holiday Entitlement.....	43
21.02	Statutory Holiday Falling Within a Vacation .....	43
21.03	Scheduled Statutory Holiday Rescheduled With Insufficient Notice	43
21.04	Work On A Calendar Statutory Holiday.....	43
21.05	Work On A Rescheduled Statutory Holiday .....	44
21.06	Christmas Day or New Year's Day Off .....	44
21.07	Super Stats.....	44
<b>ARTICLE 22 – LEAVE – UNPAID.....</b>		<b>44</b>
<b>ARTICLE 23 – LEAVE – VACATION .....</b>		<b>45</b>
23.01	Cut-Off Date .....	45
23.02	Employees With Less Than One Year Of Service .....	45
23.03	Termination of Employment.....	45
23.04	Vacation During Summer Months .....	45
23.05	Vacation Earned During Vacation .....	45
23.06	Vacation Qualifying Time .....	45
23.07	Annual Vacation Entitlement.....	46
23.08	Supplementary Vacation Entitlement.....	47
23.09	Vacation Scheduled According to Seniority .....	48
23.10	Reinstatement of Vacation Days – Sick Leave .....	49
23.11	Vacation Carryover for Parents .....	49
<b>ARTICLE 24 – HOURS OF WORK.....</b>		<b>49</b>

24.05	Meal Period .....	49
24.09	Assignment of Additional Shifts .....	50
24.10	Daylight Savings.....	51
<b>ARTICLE 25 – OVERTIME .....</b>		<b>51</b>
25.01	Authorized Overtime.....	51
25.02	Approval of Overtime.....	51
25.03	Overtime Rates .....	51
<b>ARTICLE 26 – TRANSPORTATION ALLOWANCE AND TRAVEL EXPENSE</b>		<b>52</b>
<b>ARTICLE 27 – SHIFT WORK .....</b>		<b>53</b>
27.01	Shift Premium.....	53
27.02	Shift Posting .....	54
27.03	Voluntary Shift Exchange .....	54
<b>ARTICLE 28 – ON-CALL AND CALL-BACK .....</b>		<b>54</b>
28.01	On-Call Premium.....	54
28.02	Call-Back Pay.....	55
28.03	Call-Back Definition .....	55
28.04	Call-Back Travel Allowance .....	56
28.05	Statutory Requirement.....	56
28.06	Insufficient Off-Duty Hours .....	56
28.07	Pagers.....	56
28.08	On-Call .....	56
28.09	Telephone Consultation.....	57
<b>ARTICLE 29 – PORTABILITY OF BENEFITS.....</b>		<b>57</b>
29.01	Transfers .....	57
29.02	Benefits Portable .....	57
29.03	Benefits Not Portable .....	58
29.04	Effective Date – Medical, Dental, Extended Health and Long Term Disability Insurance Plan Coverage.....	58
29.05	Transfer From Another Unit – Same Employer.....	58
<b>ARTICLE 30 – PREVIOUS EXPERIENCE .....</b>		<b>58</b>
<b>ARTICLE 31 – RELIEF .....</b>		<b>58</b>
31.01	Relief.....	58
<b>ARTICLE 32 – SUPERIOR BENEFITS .....</b>		<b>59</b>
<b>ARTICLE 33 – JOB DESCRIPTIONS.....</b>		<b>59</b>
<b>ARTICLE 34 – HEALTH AND WELFARE COVERAGE .....</b>		<b>59</b>
34.01	Medical Coverage .....	59
34.02	Extended Health Care Coverage.....	60
34.04	Dependents.....	62
34.05	Long Term Disability (LTD) .....	62
34.06	Group Life Insurance.....	62
34.07	Casual Employees .....	63
<b>ARTICLE 35 – MUNICIPAL PENSION PLAN COVERAGE .....</b>		<b>63</b>

<b>ARTICLE 36 – UNIFORMS</b> .....	<b>63</b>
<b>ARTICLE 37 – GENERAL PROVISIONS</b> .....	<b>63</b>
37.01 Exempt and Save Harmless .....	63
37.02 Isolation Allowance .....	64
37.03 Personal Property Damage .....	64
37.04 Pay Cheques or Deposit.....	65
37.05 HEABC/Health Science Professionals Bargaining Association Printing Costs .....	65
37.06 General Provisions .....	65
37.07 Criminal Record Check.....	65
<b>ARTICLE 38 – SAFETY AND OCCUPATIONAL HEALTH</b> .....	<b>66</b>
38.01 Promotion of Safe Work Practices.....	66
38.02 Joint Occupational Health and Safety Committee .....	66
38.03 Employee Safety .....	67
38.04 Aggressive and/or Violent Behaviour of Patients/Residents/Clients	67
38.05 Workload Dialogue .....	68
38.06 Workload Dispute Resolution .....	68
38.07 Critical Incident Stress Defusing.....	69
38.08 Supervisor OHS Training.....	69
38.09 Ergonomics .....	69
38.10 Psychological Health and Safety .....	69
<b>ARTICLE 39 – RESPECTFUL WORKPLACE</b> .....	<b>70</b>
<b>ARTICLE 40 – EMPLOYEE EVALUATION AND RECORDS</b> .....	<b>71</b>
40.01 Performance Evaluation .....	71
40.02 Employee Access to Files.....	71
<b>ARTICLE 41 – EFFECTIVE AND TERMINATION DATES</b> .....	<b>71</b>
<b>PROVISIONS OF THE WAGE SCHEDULE</b> .....	<b>73</b>
<b>HEALTH SCIENCE PROFESSIONAL JOB RATES</b> .....	<b>75</b>
<b>HEALTH SCIENCE PROFESSIONAL DISCIPLINES ALLIED TO THE MEDICAL TECHNOLOGY DISCIPLINES</b> .....	<b>79</b>
<b>HEALTH SCIENCE PROFESSIONAL DISCIPLINES ALLIED TO THE SOCIAL WORK DISCIPLINE</b> .....	<b>79</b>
<b>INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL)</b> .....	<b>80</b>
<b>WAGE SCHEDULE</b> .....	<b>96</b>
<b>CLASSIFICATION DEFINITIONS</b> .....	<b>126</b>
<b>OPERATING INSTRUCTIONS</b> .....	<b>128</b>
DIAGNOSTIC MEDICAL SONOGRAPHER .....	131
DIETITIAN .....	133
HEALTH INFORMATION MANAGEMENT PROFESSIONAL .....	137
MAGNETIC RESONANCE IMAGING TECHNOLOGIST .....	140
MEDICAL TECHNOLOGIST .....	142
NUCLEAR MEDICINE TECHNOLOGIST .....	145

OCCUPATIONAL THERAPIST .....	149
ORTHOTIST/PROSTHETIST .....	152
PHARMACIST .....	154
PHYSIOTHERAPIST .....	157
PSYCHOLOGIST .....	160
RADIOLOGICAL TECHNOLOGIST .....	161
RESPIRATORY THERAPIST .....	165
SOCIAL WORKER .....	168
SPEECH/LANGUAGE PATHOLOGY/AUDIOLOGY .....	171
<b>APPENDICES .....</b>	<b>175</b>
LISTING OF ADDENDUM, MEMORANDA, LETTERS OF INTENT, LETTERS OF UNDERSTANDING, LETTERS OF AGREEMENT, AND ATTACHMENTS .....	175
<b>APPENDIX 1 – MEMORANDUM OF AGREEMENT .....</b>	<b>180</b>
Re: Occupational Health and Safety Agency for Healthcare .....	180
<b>APPENDIX 1.1 – MEMORANDUM OF AGREEMENT .....</b>	<b>181</b>
Re: Provincial Occupational Health and Safety .....	181
<b>APPENDIX 1.2 – MEMORANDUM OF AGREEMENT .....</b>	<b>183</b>
Re: Pandemic Information Sharing Forum on Occupational Health and Safety .....	183
<b>APPENDIX 2 – LETTER OF INTENT .....</b>	<b>184</b>
Re: Employee Assistance Plans .....	184
<b>APPENDIX 3 – LETTER OF INTENT .....</b>	<b>185</b>
Re: Salary Deferral Leave Plan .....	185
<b>APPENDIX 4 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>186</b>
Re: PEA Classifications covered by the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists .....	186
<b>APPENDIX 5 – MEMORANDUM OF AGREEMENT .....</b>	<b>187</b>
Re: Article 19.14 – Leave – Workers' Compensation – Entitlement to Leave .....	187
<b>APPENDIX 6 – MEMORANDUM OF AGREEMENT .....</b>	<b>188</b>
Re: Article 24.01 – Hours of Work .....	188
<b>APPENDIX 7 – MEMORANDUM OF AGREEMENT .....</b>	<b>190</b>
Re: Extended Work Day or Extended Work Week .....	190
<b>APPENDIX 8 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>194</b>
Re: Job Sharing .....	194
<b>APPENDIX 9 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>197</b>



Re: Overtime Payments .....	197
<b>APPENDIX 10 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>200</b>
Re: Enhanced Disability Management Program .....	200
<b>APPENDIX 11 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>216</b>
Re: Long Term Disability Plan – Effective August 4, 2006.....	216
<b>APPENDIX 12 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>228</b>
Re: Long Term Disability .....	228
<b>APPENDIX 13 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>240</b>
Re: Return-To-Work Committee.....	240
<b>APPENDIX 14 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>241</b>
Re: Return-To-Work Program .....	241
<b>APPENDIX 15 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>244</b>
Re: New Certifications .....	244
<b>APPENDIX 16 – MEMORANDUM OF AGREEMENT .....</b>	<b>245</b>
Re: Provincial Recruitment and Retention Initiatives .....	245
<b>APPENDIX 16.1 – MEMORANDUM OF AGREEMENT .....</b>	<b>247</b>
Re: Provincial Recruitment and Retention .....	247
<b>APPENDIX 17 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>249</b>
Re: Joint Benefits Review Committee.....	249
<b>APPENDIX 18 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>250</b>
Re: Dispute and Arbitration Redesign Committee.....	250
<b>APPENDIX 18.1 – MEMORANDUM OF AGREEMENT .....</b>	<b>251</b>
Re: Expedited Dispute Resolution Process for Short Term Union Leave.....	251
<b>APPENDIX 19 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>253</b>
Re: Seniority Consolidation and Merger of Certifications.....	253
<b>APPENDIX 20 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>257</b>
Re: Geographic Areas.....	257
<b>APPENDIX 21 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>258</b>
Re: Classification Redesign Committee.....	258
<b>APPENDIX 21.1 – MEMORANDUM OF AGREEMENT .....</b>	<b>260</b>
Re: HSPBA Classification Redesign – Interim Agreement.....	260
<b>APPENDIX 21.2 – MEMORANDUM OF UNDERSTANDING .....</b>	<b>269</b>

Re: HSPBA Classification Redesign Completion and Implementation	269
<b>APPENDIX 21.3 – MEMORANDUM OF UNDERSTANDING</b>	<b>273</b>
Re: Hospital Pharmacy Residency Program Note	273
<b>APPENDIX 22 – MEMORANDUM OF UNDERSTANDING</b>	<b>274</b>
Re: Joint Classification Committee	274
<b>APPENDIX 23 – MEMORANDUM OF UNDERSTANDING</b>	<b>276</b>
Re: Classification System Implementation	276
<b>APPENDIX 24 – MEMORANDUM OF UNDERSTANDING</b>	<b>277</b>
Re: Interim Classification Modifications	277
<b>APPENDIX 25 – MEMORANDUM OF UNDERSTANDING</b>	<b>279</b>
<b>APPENDIX 26 – MEMORANDUM OF UNDERSTANDING</b>	<b>280</b>
Re: Early Accommodation Measures for Employees	280
<b>APPENDIX 27 – MEMORANDUM OF UNDERSTANDING</b>	<b>281</b>
Re: Transition to 37.5 Hour Work Week	281
<b>APPENDIX 28 – MEMORANDUM OF UNDERSTANDING</b>	<b>282</b>
Re: Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment	282
<b>APPENDIX 28.1 – MEMORANDUM OF UNDERSTANDING</b>	<b>285</b>
Re: Professional Bodies Fee Fund	285
<b>APPENDIX 29 – MEMORANDUM OF UNDERSTANDING</b>	<b>286</b>
Re: Disability Management Representatives	286
<b>APPENDIX 30 – MEMORANDUM OF UNDERSTANDING</b>	<b>287</b>
Re: EDMP Representatives	287
<b>APPENDIX 30.1 – MEMORANDUM OF UNDERSTANDING</b>	<b>288</b>
Re: EDMP Expenses and Joint Education	288
<b>APPENDIX 31 – MEMORANDUM OF UNDERSTANDING</b>	<b>289</b>
Re: Expedited Arbitration Process for Classification	289
<b>APPENDIX 32 – LETTER OF UNDERSTANDING</b>	<b>291</b>
Re: Early Retirement Incentive Benefit	291
<b>APPENDIX 33 – LETTER OF UNDERSTANDING</b>	<b>292</b>
Re: Improving Quality and Safety through the Appropriate Use of On-call and Call-backs	292
<b>APPENDIX 34 – LETTER OF AGREEMENT</b>	<b>294</b>
Re: Professional Development Fund	294

<b>APPENDIX 35 – LETTER OF AGREEMENT .....</b>	<b>295</b>
Re: Joint Strategic Partnership Committee .....	295
<b>APPENDIX 35.1 – MEMORANDUM OF AGREEMENT .....</b>	<b>297</b>
Re: Health Sciences Strategic Relations Committees (the “Committees”) .....	297
<b>APPENDIX 36 – LETTER OF AGREEMENT .....</b>	<b>299</b>
Re: Compensation Bargaining Comparability .....	299
<b>APPENDIX 36.1 – LETTER OF UNDERSTANDING .....</b>	<b>300</b>
Re: Public Sector General Wage Increases .....	300
<b>APPENDIX 36.2 – MEMORANDUM OF AGREEMENT .....</b>	<b>301</b>
Re: Public Sector General Wage Increases .....	301
<b>APPENDIX 37 – LETTER OF AGREEMENT .....</b>	<b>303</b>
Re: Economic Stability Dividend .....	303
<b>APPENDIX 37.1– MEMORANDUM OF AGREEMENT .....</b>	<b>306</b>
Re: Cost of Living Adjustment .....	306
<b>APPENDIX 38 – LETTER OF AGREEMENT .....</b>	<b>308</b>
Re: Health and Welfare Benefits .....	308
<b>APPENDIX 39 – LETTER OF AGREEMENT .....</b>	<b>311</b>
Re: PharmaCare Tie-In .....	311
<b>APPENDIX 40 – MEMORANDUM OF AGREEMENT .....</b>	<b>312</b>
Re: Working Group on Workload .....	312
<b>APPENDIX 41 – MEMORANDUM OF AGREEMENT .....</b>	<b>314</b>
Re: Days Of Cultural Or Religious Significance Pilot Project Working Group .....	314
<b>APPENDIX 42 – MEMORANDUM OF AGREEMENT .....</b>	<b>316</b>
Re: Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees .....	316
<b>APPENDIX 43 – MEMORANDUM OF AGREEMENT .....</b>	<b>318</b>
Re: Recruitment and Retention of Indigenous Workers .....	318
<b>APPENDIX 44 – MEMORANDUM OF AGREEMENT .....</b>	<b>320</b>
Re: Provincial Indigenous Specific Anti – Racism “ISAR” Committee ..	320
<b>APPENDIX 45 – MEMORANDUM OF AGREEMENT .....</b>	<b>322</b>
Re: Joint Provincial Health Human Resources Coordination Centre (PHHRCC) – Bargaining Association Consultation Forum .....	322
<b>APPENDIX 46 – MEMORANDUM OF AGREEMENT .....</b>	<b>324</b>

Re: Diversity, Equity and Inclusion Working Group .....324

**APPENDIX 47 – MEMORANDUM OF AGREEMENT .....326**

Re: Gender Diversity & Inclusion .....326

**APPENDIX 48 – MEMORANDUM OF AGREEMENT .....328**

Re: Forensic Psychiatric Hospital Premium .....328

**APPENDIX 49 – MEMORANDUM OF AGREEMENT .....330**

Re: Employee Q.N.R. ....330

**APPENDIX 50 – MEMORANDUM OF AGREEMENT .....331**

Re: Dual Qualifications .....331

**ATTACHMENT A .....332**

    Worksites.....332

**SUBJECT INDEX.....351**

## ARTICLE 1 – DEFINITIONS

**The Association** – means The Health Science Professionals Bargaining Association, 180 East Columbia Street, New Westminster, British Columbia, V3L 0G7.

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

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

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

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

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

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

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

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

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

**Hourly Rate** – means an employees' monthly salary multiplied by 12 and divided by 1957.5 (261 work days X 7.5).

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

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

**Overtime** – means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01.

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

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

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

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

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

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

**2.01** The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and the Union, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

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

**2.03** The parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report. We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

## **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 are regularly scheduled to work the full hours of work provided in Article 24.01. Shift length for full hours of work as provided in Article 24.01 will be seven point five (7.5). (For shifts in excess of seven point five (7.5), see Memorandum of Agreement – Extended Work Day or Extended Work Week.)

## **Benefit Entitlement**

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

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

Regular part-time employees are those who are regularly scheduled on a consecutive week to week basis, and who work less than 37.5 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,
  - 23.08: Supplementary Vacation Entitlement
- (h) Article 37: General Provisions,
  - 37.02: Isolation Allowance
- (i) Provisions of the Wage Schedule,
  - (3): Qualification Differential.

### **3.03 Casual Employees**

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

Casual employees are employed to work in the following capacities:

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

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

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

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

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

- (i) A casual who is a new employee will be placed on the appropriate increment step according to previous experience.
- (ii) Casual employees who have been placed on an increment step move to the next step upon completion of a total of 1957.5 hours worked for that Employer at that increment step and for another health care Employer signatory to the master agreement during the same period. In the case of hours worked for another Employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and Employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the Employer receives the verification.
- (iii) A regular employee who terminates their employment and is rehired by the same Employer as a casual employee within 30 calendar days shall retain the same increment step held as a regular employee and be credited with the appropriate hours spent at that step.
- (iv) A regular employee who, at the Employer's discretion, transfers to casual status shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

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

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

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



(ii) **Health and Welfare Coverage**

Upon completion of one hundred and eighty (180) hours, casual employees shall be given the option to enroll 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 enroll 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-enroll.

**Benefit Premium Refund**

Subject to the following conditions, casual employees shall, on enrollment 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.

In order to be eligible, casuals, once enrolled in the plan, must have worked 978.75 hours with the Employer. The hours may be accumulated while working either as a casual or while filling a temporary vacancy of four (4) months or longer during the yearly period October 1 to September 30.

The Employer shall pay eligible employees the lump sum refund by November 1 of each year.

Employees failing to attain 978.75 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrollment in the plans, shall not be entitled to a refund.

Should a casual employee enroll 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 13% 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 their 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 their 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
<u>19.01</u>	<u>Accumulation</u>
24.01, .02, .05, .06, .07, .09	Hours of Work
30	Previous Experience
36	Uniforms
37.01	Exempt and Save Harmless
37.03	Personal Property Damage

38	Safety and Occupational Health
39	No Harassment
40	Employee Evaluation and Records

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

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

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

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

recognition of casual experience at one increment for every 1957.5 hours worked prior to September 30, 1993 and after September 1, 2013, and for every 1879.2 hours worked after September 30, 1993 and before September 1, 2013 as a casual in the health organization\*

or

recognition of previous experience under Article 30

or

recognition of portability under Article 29.

*Total hours worked (for hours before the first pay period prior to September 30, 1993 and after the first pay period <u>prior to September 1, 2013)</u> 163.125	+	*Total hours worked (for hours worked after the first pay period prior to September 30, 1993 and before the first pay period <u>prior to September 1, 2013)</u> 156.6
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

If the remainder is seventy-eight (78) [eighty-one (81) effective September 1, 2013] hours or less, the employee will not be given credit for the month.

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

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

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

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.01 General Rights**

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

### **4.02 Direction of Employees**

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

### **4.03 Employer Rules**

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

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

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

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

### **5.02 Maintenance of Membership**

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

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

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

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

#### **5.04 Dues Authorization**

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

Failure to authorize such deductions shall constitute cause for dismissal.

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

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

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

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

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

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous tax year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

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

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

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

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

## **5.08 Bargaining Unit Information**

- (a) The Employer shall provide the Union Head Office and the local 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) On the last date of the payroll period immediately prior to January 31 and July 31 of each calendar year, the Employer shall provide employee seniority lists to the Head Office of each representative Union and post the lists electronically. Such lists will be separated by worksite, and will set out the seniority of all employees at the worksite. Where the system allows, the Employer also shall provide separate lists showing the seniority of all employees within each Union.

Seniority lists shall contain the following information:

- (i) employee's first and last name;
  - (ii) start date;
  - (iii) job status and posted FTE (regular full-time, regular part-time, casual);
  - (iv) classification, wage schedule, wage grid level, and increment step (where the Employer has a consolidated record or where such information can be readily compiled);
  - (v) seniority date (for regular employees) or hours (for casual employees);
  - (vi) job titles;
  - (vii) primary home worksite.
- (c) Where such lists are produced in electronic format, and where the Employer's system allows, the Employer shall provide the seniority lists to the Union in electronic format.

## **5.09 Union Stewards and Records**

- (a) The Union shall advise the Employer in writing of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.
- (b) The Union Stewards shall be allowed reasonable time while on duty without loss of salary consistent with the operational requirements of the Employer to perform the following duties:
  - Investigating complaints of an urgent nature,
  - Investigating, preparing, presenting and processing grievances, under Article 7,

- Attending meetings with management regarding labour relations
- Acting as the appointee to labour management committee
- Accompanying an employee, at their request at a meeting called by the Employer, where disciplinary action is anticipated, consistent with Article 7.02,
- Meeting with new employees as a group during the orientation program at which the steward shall provide new employees with the name, location and work phone number (if applicable) of the steward, and
- Supervising ballot boxes and other related functions during ratification votes.

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

- (c) The Employer will make a reasonable effort to accommodate space for the storage of secure union records.
- (d) In the interest of developing quality labour-management relationships, the parties have agreed to the creation of designated paid union steward positions at the following locations:

Vancouver General Hospital	1.0 FTE
Surrey Memorial Hospital	1.0 FTE
St. Paul's Hospital	1.0 FTE
BC Children's and Women's Hospital	1.0 FTE
Royal Columbian Hospital	0.26 FTE
BCCA – Vancouver Cancer Centre	0.26 FTE
Royal Jubilee Hospital	0.26 FTE
Kelowna General Hospital	0.26 FTE
Abbotsford Regional Hospital	0.26 FTE

For the term of this Agreement, the parties agree that an additional 6.2 FTE of Employer paid steward time will be created with the allocation to be determined by the HSPBA.

In sites not listed above current provisions in relation to paid steward time will continue. The Employer and the Union in each work location may meet to discuss local needs in relation to paid steward time.

The Union shall advise the Employer in writing of the names of the paid union stewards. Paid union stewards will continue to be covered by all provisions of the collective agreement and shall continue to be eligible for additional shifts on the same basis as if they were working in their regular position.

The positions are intended to foster understanding and communication between the parties, reduce workplace differences short of arbitration, and be available when needed to assist on workplace issues.

In the event that either the Employer or the Union have concerns regarding the effectiveness of the working relationship in a particular setting, the parties will meet to discuss the most appropriate means of addressing the issues.

#### **5.10 Union Staff**

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

#### **5.11 Retention of Benefits**

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

#### **5.12 Short Term Leave**

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

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

The Employer will make every reasonable effort to accommodate such leave, and shall grant it subject to the ability to maintain the operational needs of the department.

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



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

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

The employees involved shall give as much notice as possible.

### **5.14 Executive Council Member**

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

### **5.15 Union Employment**

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

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

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

### **5.16 Legal Picket Line**

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

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

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

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

(a) An employee may be required by the Employer, at the request of and at the expense of the Employer:

- (i) To take a medical examination by a physician of the employee's choice.
  - (ii) To take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.
- (b) Expenses for medical examinations will not be borne by the Employer when required in the following situations:
- (i) For proof of illness under Article 19.04.
  - (ii) For maternity leave purposes under Article 18.01.

## **6.02 Probation**

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

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

Regular part-time employees will be subject to a probationary period of four hundred and eighty-nine (489) hours worked or six (6) months' work from the date of commencement of work, whichever occurs first.

Casual employees will be subject to a probationary period of four hundred and eighty-nine (489) hours worked or nine (9) months' work from the date of commencement of work, whichever occurs first.

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

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

Probationary employees shall have the right of grievance and arbitration.

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

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

## **6.03 Anniversary Date**

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

## **6.04 Seniority**

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

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

Seniority for regular employees continues to accrue when:

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

Seniority for casual employees is defined as the total number of hours worked as a casual by the employee for the Employer, plus calendar time spent (on the basis of a 36 [37.5 effective September 1, 2013] hour work week) as a regular employee.

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

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

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

- (a) The following applies to bargaining unit members:
  - (i) employed by the Employer in a temporary non-contract position;
  - (ii) employed by the Employer in a temporary position in another bargaining unit;
  - (iii) on an approved leave of absence while employed as an instructor at a post-secondary educational institution; or
  - (iv) on an approved leave of absence to pursue advanced education related to the employee's profession.
- (b) An employee accepting a temporary position under (i) or (ii) shall continue to accumulate seniority and shall continue to accumulate service for the purpose of severance, increments and vacation, for the duration of the position, subject to not exceeding the entitlement that would accrue to 1.0 FTE per annum. All other accumulated benefits are frozen as of the date the employee commences in the temporary position.
- (c) Sick leave credits accrued while in a temporary position under (i) shall not be subject to cash-in under Article 19.12.

- (d) An employee on leave under (iii) and (iv) shall continue to accumulate seniority for the duration of the leave. All other accumulated benefits are frozen as of the date the employee commences the leave (i.e., service for the purpose of severance, increments and vacation shall not accrue).
- (e) Temporary positions and leaves under this provision shall not exceed two years except as mutually agreed between the parties.
- (f) During the first (90) ninety days in a temporary position under (i) or (ii), an employee who is found to be unsatisfactory or who finds the position to be unsatisfactory shall return to their former position, if available, or a mutually acceptable alternative position.
- (g) Upon return from a temporary position or leave, the employee shall return to their former position, if available, or a mutually acceptable alternative position.
- (h) The employee shall not pay Union dues during the term of the position or leave.
- (i) The Employer will notify the HSPBA of bargaining unit members employed in positions pursuant to (i) and (ii) and shall provide the following:
  - (i) name of employee,
  - (ii) title of the position, and
  - (iii) duration of position.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Discussion of Differences**

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

### **7.02 Fair Procedures**

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of their 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 their representative, a representative of the Union, and a representative of HEABC. The difference shall be discussed within 14 calendar days of its raising, and if not resolved within 28 calendar days of that date, may be referred to arbitration in accordance with Article 8.

### **7.06 Time Limits**

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

## **ARTICLE 8 – ARBITRATION**

### **8.01 Arbitration Principles**

- (a) Either party to this Agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to an arbitrator.

- (b) The arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (c) The objects and purposes of this Article are to encourage an open exchange of information in the interest of resolving disputes, and to provide a fair and expeditious resolution of grievances.
- (d) The parties agree to take all reasonable steps to ensure that grievances which are referred to arbitration shall be dealt with without undue delay.
- (e) At least thirty (30) days prior to the date of an arbitration hearing the parties shall meet to disclose fully each party's case and to seek to resolve the grievance.
- (f) Each party will set out for each grievance its understanding of the matter in dispute, including its position on the facts in dispute and the relevant law.
- (g) The parties will seek to narrow the issues of fact and law in dispute, and will conclude agreements on fact to the degree that they can agree.
- (h) The decision of the arbitrator shall be final and binding on both parties.
- (i) The expenses and compensation of the arbitrator shall be shared equally by the parties.
- (j) The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitrator, provided the dispute involves an Employer, and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union.

## **8.02 Full Arbitration Process**

- (a) Either party may refer a matter to arbitration under the full arbitration process by notifying the other party of its intent to arbitrate and the arbitrator(s) it proposes from the following list of approved full arbitration process arbitrators:
  - 1. David McPhillips
  - 2. Mark Brown
  - 3. Joan Gordon
  - 4. John Hall
  - 5. Judi Korbin
  - 6. Vince Ready
  - 7. Wayne Moore
  - 8. Colin Taylor
  - 9. John Kinzie

## 10. Stanley Lanyon

- (b) The recipient of the referral and the notice to arbitrate shall respond within fourteen (14) calendar days regarding the proposed arbitrator(s). If the parties do not reach agreement on an arbitrator within a further thirty (30) calendar days, either party may request the appointment of an arbitrator pursuant to Section 86 of the *Labour Relations Code*.
- (c) The parties recognize the importance of the timely resolution of matters referred to full arbitration and accordingly agree to strictly adhere to the timelines set out in Article 8.02(b).

### **8.03 Employee Dismissal/Suspension Fast-Track Arbitration Process**

- (a) The parties recognize the need for timely and efficient resolution to disputes arising from employee dismissals or suspensions for five (5) days or longer, and to utilize arbitrators who are approved by the parties to resolve and adjudicate such disputes. Grievances pertaining to such disputes that remain unresolved following the Stage 3 grievance meeting may be referred to fast-track arbitration process. Upon receipt of either party's notification of such a referral, HEABC and the Union shall select an arbitrator on a rotational basis from the following list of approved fast-track arbitrators:
  - 1. Judi Korbin
  - 2. Mark Brown
  - 3. David McPhillips
  - 4. Joan McEwen
  - 5. Wayne Moore
- (b) Unless the parties agree otherwise, the fast-track arbitration process shall consist of two stages:
  - 1. a mediation and case management session conducted by the fast-track arbitrator; and
  - 2. where required, a hearing of the merits conducted by the fast-track arbitrator.
- (c) The fast-track arbitrator shall commence a mediation and case management session within thirty (30) days of notification of their appointment. If an arbitrator who would otherwise be appointed on a rotational basis is not available to commence the mediation and case management session within thirty (30) days, the parties shall select the next fast-track arbitrator from the list who is available to do so.
- (d) If the parties are unable to resolve the dispute during the mediation and case management session:

1. a hearing of the merits shall commence within thirty (30) days of the completion of the mediation and case management session; and
  2. the fast-track arbitrator may direct the parties to take reasonable steps as specified by the arbitrator to expedite the hearing of the merits.
- (e) It is understood that it is not the intention of HEABC and the Association to refer disputes arising from employee dismissals or suspensions for five (5) days or longer to expedited arbitration under Section 104 of the *Labour Relations Code*.

#### **8.04 Expedited Arbitration Process**

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



- (d) The expedited arbitrator shall commence the hearing within thirty (30) days of notification of their appointment. If an expedited arbitrator who would otherwise be appointed on a rotating basis is not available to commence an expedited arbitration within the thirty (30) days, the parties shall select the next arbitrator from the list who is available to commence an expedited arbitration within thirty (30) days.
- (e) The above named expedited arbitrators shall be used on a rotational basis at each Health Authority/Health Organization.
- (f) As the expedited arbitration process is intended to be informal, outside legal counsel will not be used to represent either party. Employers may use HEABC staff to represent them.
- (g) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (h) Prior to rendering a decision, the expedited arbitrator may assist the parties in mediating a resolution to the grievance.  
  
If mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (i) The decision of the expedited arbitrator is to be completed on the agreed to form and mailed to the parties within seven (7) days of the hearing.
- (j) All decisions of the expedited arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (k) All settlements of matters referred to expedited arbitration shall be without prejudice.
- (l) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 9 – VACANCY POSTING**

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

The Employer may implement electronic job postings and employee application for job posting in place of or in conjunction with paper posting.

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

The Employer agrees to post notice of temporary vacancies of four (4) months duration or longer. A regular employee who bids into the vacancy will revert to their previous position on the expiry of the temporary vacancy. A casual employee who bids into the vacancy will have their 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 including the intended work assignment and worksite
- 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 their 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 their designate within the aforementioned ten (10) calendar days.

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

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

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

- (a) a change in status between full-time and part-time, or
- (b) a change in scheduled hours of more than 7.5 hours per week within a twenty-four (24) month period from the date of such change, or
- (c) a change in assigned permanent shift (i.e. days, evenings, nights).

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

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

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

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

### **10.01 Application of Seniority**

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

### **10.02 Promotional Increase**

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

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

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

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

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

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

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

#### **10.04 Demotion**

##### **(a) Voluntary Demotion**

An employee requesting a voluntary demotion from a higher rated position and who is subsequently demoted to the lower rated position, shall be paid on the increment step of the lower rated position salary structure equivalent to the step the employee would have attained had the promotion not occurred. A voluntary demotion will not change an employee's increment anniversary date.

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

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

#### **10.05 Displacement and Bumping Process**

For the purposes of this article:

Comparable is defined as same status (i.e. Full-time to Full-time or Part-time to Part-time). For part-time positions it means within 0.2 FTE (plus or minus) of the regularly scheduled hours for their former position.

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

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

##### **(b) Displacement and Bumping**

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

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

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

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

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

- (1) The Employer will provide the employee access to a list of vacancies and positions in the Health Authority/Health Organization. The list of vacancies and positions shall include the following information:
  - job title,
  - worksite,
  - seniority date for regular employees,
  - FTE, and
  - Grade/Grid Level.
- (2) An employee exercising a right to bump another employee or to fill a vacancy must advise the Employer of the position or vacancy they have elected to fill or bump within seven (7) calendar days after receiving the list of vacancies and positions referred to in subsection (1).
- (3) Displaced employees have priority access to all vacancies in the Health Authority/Health Organization. Article 10.01 applies as between displaced employees.

#### **First Level Obligations – Worksite**

- (4) A displaced employee exercising seniority under subsection (2) must fill a comparable vacancy or bump a junior employee in a comparable position at their work site and at the same Grid Level/Grade as the position from which the employee was displaced.

#### **Second Level Options – Health Authority/Health Organization**

- (5) A displaced employee who does not have an option under subsection (4) above may fill any vacancy or bump any junior employee in the Health Authority/Health Organization.
- (6) A displaced employee from an affiliate Employer who does not have an option under subsection (4) will be given first consideration on any external vacancies at another Health Authority/Health Organization.
- (7) A displaced employee who fails to exercise their obligation or right to fill a vacancy or bump an employee under subsection (4), (5), or (6) will be laid off.

#### **Wage Protection**

- (8) Employees who choose to fill a comparable vacancy or bump a junior employee in a comparable position in the Health Authority/Health Organization that is at a lower Grid Level/Grade than that which is available to them will not receive wage protection, (e.g., if a Grade VI Respiratory Therapist (Grid Level 14) could bump a Grade V (Grid Level 13) position or fill a Grade V (Grid Level 13) vacancy anywhere within the Health

Authority/Health Organization but elects to fill a Grade III (Grid Level 9) vacancy or bump a Grade III (Grid Level 9) position would be paid at Grade III (Grid Level 9)).

- (9) Employees who choose to fill a vacancy or bump into a position that is not comparable, when work is available in a comparable position or a vacancy shall not be entitled to wage protection.
- (10) Notwithstanding subsection (8) and (9), an employee is not required to fill a vacancy or bump into a position that is located outside of their geographic area as set out in Appendix 20 – Memorandum of Understanding re Geographic Areas or fill a vacancy or bump into a position that is not comparable, to maintain wage protection.
- (11) An employee may opt, within their notice period, to be placed on recall and register on a casual list(s) at work locations within the Health Authority/Health Organization.

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

Laid off employees with more than three (3) months' service shall retain their seniority and benefits for a period of one (1) year and shall be rehired on the basis of last off – first on provided their capability and qualifications meet the Employer's requirements for the job.

Laid off employees with more than three (3) months' service will continue to accrue all benefits and seniority for the first twenty (20) working days. (Reference: Article 22.02.) For periods in excess of twenty (20) working days benefits and seniority will not accrue. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

#### **10.07 Lay-Off**

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

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

- (i) Less than five (5) years service – twenty-eight (28) calendar days notice  
or  
regular pay for one hundred and fifty (150) work hours.
- (ii) Minimum of five (5) but less than ten (10) years service – forty (40) calendar days notice  
or  
regular pay for two hundred and twenty-five (225) work hours.

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

regular pay for three hundred (300) work hours.

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

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

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

\*Includes leave without pay up to one hundred and fifty (150) 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 lead steward and to the Union office.

**10.08 Temporary Assignment**

- (1) Assignment is the process by which the Employer may temporarily assign an employee to another worksite of the Employer. 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 unless mutually agreed to between the Employer and the Union.
- (4) Reasonable increased out-of-pocket expenses to travel to the assignment will be paid by the Employer on the submission of receipts.
- (5) The provisions of the Health Science Professional Provincial Agreement will apply and the employee will continue to accumulate seniority during the period of their assignment.

## **10.09 Regularized Relief**

- (a) The Employer may establish regular relief positions for work which includes but is not limited to leaves of absence, temporary workload, vacation and/or seasonal surges. The Employer shall post and fill these positions in accordance with Article 9 – Vacancy Postings.
- (b) A Regular Relief employee is a regular employee who is utilized for work on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite. Where appropriate, a relief employee may be required to perform work at more than one worksite of the Employer.

## **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 their 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 Eligibility**

- (a) 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:

- (i) Employees of their own volition leaving the Employer's work force after their fifty-fifth (55) birthday.
  - (ii) Employees whose services are no longer required by the Employer (health organization closure, job redundancy, etc.) except employees dismissed for just and proper cause.
  - (iii) Employees with ten (10) years of service who die in service.
- (b) 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.

### **13.02 Eligibility and Calculation for Part-Time Employees**

Years of service for severance allowance purposes for part-time employees will be calculated on the following basis:

$$\frac{\text{Total Hours Paid* (excluding overtime)}}{1957.5}$$

\*Includes leave without pay up to one hundred and fifty (150) working hours. (Reference: Article 22.02.)

For calculation purposes, all hours worked before the first pay period prior to September 30, 1993 and after the first pay period prior to September 1, 2013 will be divided by 1957.5 hours, and hours worked after the first pay period prior to September 30, 1993 and before the first pay period prior to September 1, 2013 will be divided by 1879.2.

### **13.03 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 receive a severance allowance under Article 13.01 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 Article 13.01(b) above and is later re-employed.

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

### **14.01 Notice**

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

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

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

### **14.03 Amalgamation**

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

### **14.04 Contracting Out**

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

This section does not apply to contracting out work for bona fide operational reasons to other health organizations covered by this collective agreement, provided that every reasonable effort is made to find alternate employment for any employee affected.

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

There will be no expansion of contracting-in or contracting out of work within the bargaining units of the Unions as a result of the reduction in FTEs.

#### **14.05 Voluntary Solutions**

The parties agree that voluntary solutions to problems and adjustments which arise from regionalization and restructuring are the best ones and will make every effort to achieve them.

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

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

### **ARTICLE 15 – LEAVE – BEREAVEMENT**

**15.01** Bereavement leave of absence of twenty-two point five (22.5) 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 family member.

For the purposes of this article, family member includes those individuals set out in the *Employment Standards Act*, sections 52.1 and the *Compassionate Care Leave Regulation* BC Reg 281/2006 or as amended, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

**15.02** Up to fifteen (15) hours with pay shall be granted for travelling time if requested by the employee.

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

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

### **ARTICLE 15B – LEAVES FOR COMPASSIONATE CARE, CHILD DISAPPEARANCE AND CHILD DEATH**

Leaves respecting compassionate care, disappearance of child and death of child will be granted in accordance with the *Employment Standards Act*, RSBC1996, c. 113 or as amended.

For the purposes of this article, family member includes those individuals set out in the *Employment Standards Act*, section 52.1 and the *Compassionate Care Leave Regulation* BC Reg 281/2006 or as amended.

An employee granted leave under this section shall be entitled to continued accumulation of benefits in accordance with Article 22 (Leave – Unpaid). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other

plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

Casual employees shall not be required to be available for shifts if the employee's unavailability is due to reasons related to the leaves set out in this Article. The Employer shall not terminate casual employment due to unavailability for such reasons. Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the Employer with notice.

#### **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 education leave with pay (at straight time rates) for each day or equal portion thereof that an individual employee gives of their own time. Education leave with pay is not to exceed 37.5 hours of Employer contribution per agreement year.

If the education falls on the employee's scheduled day off, the Employer shall grant education leave at straight time rates. A day off in lieu will be granted and scheduled upon the mutual agreement of the employee and the Employer.

- (b) Application for education leave shall be submitted to the Employer with as much lead time as practical. The employee shall be informed of the Employer's decision within a reasonable period of time from the date of submission.

- (c) Premium pay does not apply under this article.

- (d) Educational leave will be utilized for courses that relate to the employee's profession, or employment, and are approved by the Employer. It may also be utilized to sit exams for relevant professional courses.
- (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 all courses, including, but not limited to, in-person, on-line, distance education, or correspondence courses.
- (h) Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints, and prior approval of the Employer. Such expenses will not exceed \$1,000 per employee per agreement year.

**17.03** An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, laboratory fees, and course required books, necessary travelling and subsistence expenses. In such circumstances the premium provisions of the agreement shall not apply.

Regular employees attending employer-approved education programs where the Employer pays one hundred and sixty-three point one two five (163.125) hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Health Science Professional Provincial Agreement for one (1) year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer.

## **ARTICLE 18 – MATERNITY AND PARENTAL LEAVE**

### **18.01 Maternity Leave**

- (a) A regular employee shall be granted seventeen (17) consecutive weeks maternity leave of absence without pay. Such leave may commence no earlier than thirteen (13) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee but no later than the actual birth date. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of their pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

- (b) **Sick Leave Provisions**

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

**(c) Doctor's Certificate**

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

**(d) Incapable of Performing Duties**

If an employee is incapable of performing their duties prior to the commencement of their maternity leave, they 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 their employment because of the employee's pregnancy or their absence for maternity reasons.

**18.02 Parental Leave**

- (a) Upon written request, and within seventy-eight (78) weeks of the birth or placement of the child, a regular employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01).
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01) parental leave between them.
- (c) In the case of an employee who takes leave pursuant to Article 18.01, parental leave will commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

**18.03 Parental Leave – Special Circumstances**

- (a) If a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, a regular employee may apply for up to five (5) additional weeks parental leave without pay. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 18.02 ends.
- (b) An employee who takes leave pursuant to Article 18.01 is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under Article 18.01 or Article 18.02.

- (c) An employee's maximum combined entitlement to leave under this Article is limited to sixty-seven (67) weeks for employees eligible for leave under Article 18.02, and eighty-nine (89) weeks for employees eligible for leave under both Article 18.01 and 18.02.

#### **18.04 Benefits Continuation**

- (a) For leaves taken pursuant to Article 18.01 and 18.02, the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 22 (Leave – Unpaid).
- (b) For the balance of the leaves taken pursuant to Article 18.01, 18.02 and 18.03, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- (c) Any further leave granted will be unpaid leave without any benefits.

#### **18.05 Notice Required**

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

Notwithstanding the above notice period, an adoptive parent will notify the Employer when they are advised of the date of the adoption placement. The employee shall furnish proof of adoption.

#### **18.06 Return to Employment**

An employee resuming employment after a leave of absence pursuant to Article 18.01, 18.02 and 18.03 shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of the absence.

#### **18.07 Bridging of Service**

If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed, upon application, they shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- (a) The employee must have completed three (3) years of service with the Employer.
- (b) The resignation must indicate that the reason for termination is to raise a dependent child or children.

- (c) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
- (d) This bridging of service will apply to an employee who is employed at a health organization party to this agreement and applies for and receives a regular position in the same health organization.
- (e) The employee must serve a three (3) month probationary period.
- (f) An employee returning to work under this clause shall retain their former increment level and years of service for vacation purposes.

### **18.08 Supplemental Employment Benefits Plan**

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

- (a) The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved leave pursuant to Article 18.01.
- (b) 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.
- (c) The benefit level for eligible employees under the Plan is as follows:
  - 1. 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 for the first week of maternity leave.
    - A second week of maternity leave allowance at 85% of normal weekly earnings shall be paid evenly over the first sixteen (16) weeks of maternity leave.
  - 2. 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.
  - 3. Benefits under this plan will not exceed sixteen (16) weeks inclusive of the one (1) week waiting period.
  - 4. For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
- (d) 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 they satisfy the Employer that their absence is due to a valid health-related condition, and that they are unable to attend at work to perform their 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.

- (e) To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
  - 1. not be in receipt of sick leave benefits;
  - 2. provide satisfactory documentation to the Employer that they have applied for and is in receipt of employment insurance benefits; and
  - 3. 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) they do not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
    - (ii) they work less than the required number of hours (15 hours per week); or
    - (iii) their earnings are at least equal to 20% of the maximum weekly insurable earnings.
- (f) The Plan will continue in effect until a new Collective Agreement is concluded between the parties.
- (g) The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
- (h) The Employer shall keep a separate accounting record of benefits paid from the Plan.
- (i) 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.
- (j) The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
- (k) 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.
- (l) HEABC will inform the Appropriate Federal Agency in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
- (m) 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:

1. 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.
2. 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.
3. If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Collective Agreement.

### **18.09 Casual Employees**

Casual employees shall not be required to be available for shifts for seventy-eight (78) weeks following the birth or adoption of a child. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for an additional eleven (11) weeks for a combined maximum of up to eighty-nine (89) weeks. The Employer shall not terminate casual employment for the duration of this period as a result of this Article.

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

## **ARTICLE 19 – LEAVE – SICK**

### **19.01 Accumulation**

Employees shall receive eleven point two-five (11.25) working hours (or portion thereof) sick leave credit for each month (or portion thereof) of service. Such sick leave credits, if not utilized, shall be cumulative to a maximum of 1170 working hours.

Regular part-time employees accumulate sick leave credits as above but according to the following formula or the minimum standards for paid illness or injury leave pursuant to the *Employment Standards Act*, whichever is greater:

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

\*Includes leave of absence without pay up to one hundred and fifty (150) hours. (Reference: Article 22.02).

Pursuant to the *Employment Standards Act*, casual employees shall be entitled to the minimum standards for paid illness or injury leave.

### **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. Where the Employer requires an employee to provide a medical note as proof of sickness, the Employer will reimburse fifty percent (50%) of the cost of the note. 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. Employees shall be given the option to utilize any other paid leaves to which they are entitled prior to moving on to an unpaid leave of absence.

### **19.07 Enforceable Legal Claims**

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

### **19.08 Additional Leave**

Employees who continue to be off work following the expiration of their paid sick leave, shall be placed on leave of absence without pay for up to twenty-eight (28) calendar days. If the employee requires additional unpaid leave this must be requested in writing prior to the expiration of the aforementioned twenty-eight (28) calendar days and such additional unpaid leave shall not be unreasonably

denied. Employees on such leave must maintain contact with their Employer and indicate their expected date of return at least one week in advance.

### **19.09 Appointments**

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

### **19.10 Notice Required**

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

### **19.11 Specialist Appointments**

When an employee's Doctor refers the employee to a Specialist then any necessary travel time, to a maximum of twenty-two point five (22.5) 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 enrollment, 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 and the employee is 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. The non-taxable status of an employee's Workers' Compensation benefits shall not provide an opportunity for the injured employee to earn more while on claim than when the employee was working.

(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(time loss benefits, vocational rehabilitation allowances paid as wage loss equivalency, and pension based on a total loss of earnings) in settlement of any claim. The amount shall not exceed the employee's net pay from the Employer.

**(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 are service-based benefits which accrue during hours actively worked with the Employer.

Unused vacation credits accrued in previous vacation years shall not be lost.

**(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 150 hours at the rate of 3.75 hours every four weeks.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 150 hours (20 days X 7.5 hours) as of the first pay period prior to April 1, 2011, up to and including the previous maximum of 187.5 hours (25 days X 7.5 hours), shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 150 hours, no further credit shall be earned until the accumulated balance is reduced below 150 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 150 hours.

**20.02 Application**

Special leave shall be granted as follows:

- (a) marriage leave – 37.5 hours;
- (b) to attend child birth or adoption-related child placement, for employees who are eligible for leave under Article 18.02(A) –15 hours;

- (c) to provide care to an immediate family member who has a serious illness – up to 15 hours at one time;
- (d) leave of 7.5 hours may be added at one time to 22.5 hours bereavement leave;
- (e) leave of 7.5 hours may be taken for travel associated with bereavement leave.
- (f) leave of 22.5 hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.
- (g) serious household or domestic emergency – 7.5 hours at any one time to be used for one of the following situations:
  - (i) the employee is faced with a sudden, unexpected and unforeseen critical situation that demands the employee's immediate action;
  - (ii) there's risk or threat of damage to the employee's residence and/or risk or danger to the physical safety of their immediate family.

#### **ARTICLE 20B – DOMESTIC AND SEXUAL VIOLENCE LEAVE**

In accordance with the *Employment Standards Act*, when requested, an employee will be granted a leave respecting domestic or sexual violence for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence as follows:

- (a) up to 5 days of paid leave taken in one or more blocks of time; and
- (b) up to 5 days unpaid leave which can be taken as a single day or in a block; and
- (c) a maximum of 15 weeks of additional unpaid leave to be taken in one block of time or in more than one block of time with Employer approval.

In the event that present or future legislation enacts provisions with a greater entitlement to maximum weeks of leave in relation to domestic or sexual violence, that legislative provision shall prevail.

An employee's entitlement to leave in this section is in addition to any entitlement to leave under other articles of the collective agreement.

An employee granted leave under this section shall be entitled to benefits in accordance with Article 22 (Leave – Unpaid). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

Casual employees shall not be required to be available for shifts for up to seventeen (17) weeks if the employee's unavailability is in relation to domestic or sexual violence.

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

### **21.01 Statutory Holiday Entitlement**

Each employee shall receive 7.5 paid hours off for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government.

New Years' Day	Labour Day	B.C. Day
Good Friday	Thanksgiving Day	Family Day
Easter Monday	Remembrance Day	<u>Truth and Reconciliation Day</u>
Victoria Day	Christmas Day	
Canada Day	Boxing Day	

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

$$\frac{\text{hours paid (*) per anniversary year}}{1957.5 \text{ hours}} \times 97.5 \text{ hours} \times \text{regular pay}$$

\*Includes leave without pay up to one hundred and fifty (150) 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 7.5 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 7.5 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 7.5 hours off with pay as a holiday. Double time (2x) rates will be paid for the shift when one-half (½) or more than one-half (½) of the hours worked fall within 0001 and 2400 hours on the holiday.

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

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

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

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

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

### **21.07 Super Stats**

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) time for the first 7.5 hours worked and shall receive another 7.5 hours off with pay as a paid holiday. The rate of two and one-half (2.5) time shall be paid for the full shift when one-half (0.5) or more than one-half (0.5) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) time shall be paid for the total hours worked.

## **ARTICLE 22 – LEAVE – UNPAID**

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

**22.02** Any employee granted unpaid leave(s) of absence totalling 150 working hours or less in any year shall continue to accumulate all benefits. Any excess over 150 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 local government office, or who are seeking election to Indigenous governing entities (including, but not limited to First Nations Band Councils, Metis Chartered Community Governments, and other self-government arrangements which are formally negotiated in modern day arrangements between federal, provincial and First Nations governments). 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:

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

\*Includes leave without pay up to one hundred and fifty (150) 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, at the rate of 150 hours per year during their first four (4) years of continuous service. For each additional year of service up to a maximum of thirty (30) years, regular employees will receive an additional 7.5 hours of paid vacation, as follows:

150.0 work hours after 1 year of continuous service

150.0 work hours after 2 years of continuous service

150.0 work hours after 3 years of continuous service

150.0 work hours after 4 years of continuous service

157.5 work hours after 5 years of continuous service

165.0 work hours after 6 years of continuous service

172.5 work hours after 7 years of continuous service

180.0 work hours after 8 years of continuous service

187.5 work hours after 9 years of continuous service

195.0 work hours after 10 years of continuous service

202.5 work hours after 11 years of continuous service

210.0 work hours after 12 years of continuous service

217.5 work hours after 13 years of continuous service

225.0 work hours after 14 years of continuous service

232.5 work hours after 15 years of continuous service

240.0 work hours after 16 years of continuous service

247.5 work hours after 17 years of continuous service

255.0 work hours after 18 years of continuous service

262.5 work hours after 19 years of continuous service

270.0 work hours after 20 years of continuous service

277.5 work hours after 21 years of continuous service

285.0 work hours after 22 years of continuous service

292.5 work hours after 23 years of continuous service

300.0 work hours after 24 years of continuous service

307.5 work hours after 25 years of continuous service

315.0 work hours after 26 years of continuous service

322.5 work hours after 27 years of continuous service

330.0 work hours after 28 years of continuous service

337.5 work hours after 29 years of continuous service

345.0 work hours after 30 years of continuous service

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

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

\*Includes leave without pay up to one hundred and fifty (150) 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 37.5 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 75 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 112.5 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 112.5 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 112.5 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**

- (a) 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.
- (b) Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.
- (c) Regular employees may hold back up to 37.5 hours in the annual vacation planning process. This remaining vacation must be requested and approved by August 1st of each year. Any remaining vacation not scheduled may be scheduled by the Employer.
- (d) Hold back vacation requests shall be granted in the order they are received. If competing requests are received on the same day, such requests shall be processed by seniority.
- (e) Notwithstanding 23.09 (c), to allow for flexibility, employees may request to reschedule their 37.5 hours of vacation hold back for use as discretionary days off. Such requests are subject to operational requirements and will not be unreasonably denied.

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

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

### **23.11 Vacation Carryover for Parents**

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

## **ARTICLE 24 – HOURS OF WORK**

**24.01** There shall be an average of thirty-seven and one-half (37.5) work hours per week, exclusive of meal periods. The normal daily full shift hours shall be seven point five (7.5) hours, or a mutually agreed equivalent. (Reference Memorandum of Agreement Re: Extended Work Day or Extended Work Week).

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

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

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

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

### **24.05 Meal Period**

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

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

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

- (iii) in the event an employee in (i) above is recalled to duty during the meal period the provisions of (ii) apply.

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

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

**24.07** During the term of the Agreement, the parties within the Employer's operation, with the support of HEABC and the Union will co-operate in developing and implementing experimental shift scheduling programs which vary from the traditional. Such schedules are intended to be responsive to the needs of patients, clients, residents and health sciences professionals, and also meet the operational requirements of a wide variety of work settings.

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

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

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

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

To ensure efficient and effective health care services within a climate of fairness, current agreed-upon processes for the assignment of additional shifts will continue. If no agreed-upon process exists, the Employer will meet with affected employees at the work unit level to develop a mutually-agreed process. Mutual agreement shall be determined by two-thirds (2/3) of the affected employees at the work unit and the Employer. If there is no resolution, then additional shifts shall be allocated by seniority to qualified casual and part-time employees, considering their availability and ability (including clinical competency) to meet clinical needs.

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

The processes outlined above shall be documented and posted at the work unit.

## **24.10 Daylight Savings**

Employees shall be paid for the actual number of hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

## **ARTICLE 25 – OVERTIME**

### **25.01 Authorized Overtime**

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

### **25.02 Approval of Overtime**

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

### **25.03 Overtime Rates**

- (a) Overtime at the rate of time and one-half (1.5 x) shall be paid on the following basis:
  - 1. for the first two (2) hours in excess of the normally scheduled full shift hours per day;
  - 2. for the first seven point five (7.5) 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 five (7.5) hours worked after the normally scheduled full shift hours per week;
  - 3. for all hours worked on an employee's scheduled day off.
- (c) Overtime at the rate of one and one-half (1.5 x) times the appropriate holiday rate shall be paid on the following basis:
  - 1. for all overtime hours worked on a calendar paid holiday;

2. for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days notice.

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

**26.01** When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, a transportation allowance of the maximum allowable per kilometer rate under the Canada Revenue Agency automobile allowance rates as adjusted from time to time will be paid. Each transportation allowance will be paid with a minimum of four dollars (\$4.00) for each round trip.

For the purposes of this article, every employee shall be assigned to a primary home work site. An employee may also be assigned to a second home work site in the following circumstances:

- The second home work site is a place where the employee will work on a regular and predictable basis and not where the majority of the employee's work is performed;
- The second home work site is within fifty (50) kilometres of the employee's primary home work site, with the following exception:
  - Lower Mainland sites for which the second site must be within thirty (30) kilometres of the employee's primary worksite. For the purposes of this article, Lower Mainland encompasses the areas within the Greater Vancouver Regional District and Fraser Valley Regional District west of Abbotsford and Mission, the US border on the south and Horseshoe Bay on the north.
- Notwithstanding the above definitions, no employee will be assigned a second home worksite where travel from the primary worksite requires:
  - Travelling the Malahat Highway
  - Travelling on the Sea to Sky highway between West Vancouver and Squamish, or
  - Crossing a body of water by ferry.

For the purposes of Appendix 20, the employee's home site is the primary home work site.

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

For clarity, if an employee proceeds directly to a business location other than their home work site(s), they may claim as business related mileage all kilometres travelled from that location. If the business location is further than their home work



site(s), they will claim all kilometres travelled which exceed the distance between their home and their home work site(s).

**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 their 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**

#### **Evening Shift**

The evening shift premium shall be 70¢ per hour.

#### **Night Shift**

The night shift premium shall be \$3.50 per hour.

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

Shift premium is payable only when one-half or more than one-half of the hours worked falls within the defined evening or night shift. In such cases the shift premium shall be paid for the total hours worked.

For shifts of seven point five (7.5) hours or less, the shift premium is payable only when one-half or more than one-half of the shift falls within the defined evening or night shift. For shifts greater than seven point five (7.5) hours, refer to the Memorandum of Agreement – Extended Work Day or Extended Work Week.

#### **Weekend Premium**

The weekend premium shall be \$2.30 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

#### **Super Shift Premium**

An employee shall be paid a super shift premium of \$1.00 per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday.

The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

### **Short Notice Premium**

Employees who are offered and accept a straight time shift within twenty-four (24) hours of the start of the shift shall be paid a shift premium of \$2.00 per hour for each hour worked.

#### **27.02 Shift Posting**

The Employer shall post the time of on-duty and off-duty shifts including statutory holidays, at least fourteen (14) calendar days in advance and, where possible, twenty-eight (28) calendar days in advance.

Should the Employer change the shift schedule and not give fourteen (14) days' notice in advance to the affected employees of the change in schedule, then the employee so affected will be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

Where the Employer and employee concerned agree, the requirement for fourteen (14) calendar days of advance notice may be waived. The waiver may operate to allow an employee who starts work earlier than their normal start time to go home early but only after the completion of the normal hours of work.

#### **27.03 Voluntary Shift Exchange**

When operational requirements permit, employees may exchange shifts among themselves provided that:

- (a) prior approval of such exchange is given by the employee's immediate Supervisor, and
- (b) no employee shall be entitled to any extra compensation other than shift differential to which they would not have been entitled under the Agreement in the absence of such shift change.
- (c) Shift exchanges are permissible between different sites of the same Employer, providing the employees are oriented, and supervisors approve. The Employer will make every reasonable effort to support the request.

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

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

Employees scheduled by the Employer to be on-call shall be paid a premium of five dollars and ninety-five cents (\$5.95) per hour for all hours on-call.

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

## **28.02 Call-Back Pay**

A regular employee called back to work, shall be paid a minimum of two (2) hours pay at double time (2x) rates.

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

## **28.03 Call-Back Definition**

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

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

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

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

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

A separate call-back is defined as:

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

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

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

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

An employee called back shall receive an allowance equal to the maximum allowable per kilometer rate under the Canada Revenue Agency automobile allowance rates as adjusted from time to time. Each transportation allowance will be paid with a minimum of four dollars (\$4.00) for each round trip, or taxi fare.

#### **28.05 Statutory Requirement**

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

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

If an employee is required to work overtime, or answer call-backs, and does not receive a total of eight (8) consecutive hours off duty between ten (10) pm and the commencement of the employee's next shift, then the employee will not be required to report for duty until the employee has received a total of eight (8) consecutive hours off duty. In such instances no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty between shifts.

#### **28.07 Pagers**

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

#### **28.08 On-Call**

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

## **28.09 Telephone Consultation**

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

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

### **29.01 Transfers**

An employee who terminates in a Facility where the Union is certified and which is a member of HEABC, and is employed within one hundred and eighty (180) calendar days in a Facility where the Union is certified, including the original Facility, shall be entitled to portability of benefits as specified below. The term "member" in relation to the Facility from which the employee is transferring shall not include any provincial or federal government institution.

An employee eligible for portability of benefits who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in the letter of appointment that they are seeking regular employment. In such instance, the employee shall be entitled to portability of benefits specified in 29.02 for a period of three hundred and sixty-five (365) calendar days from date of termination at A.

### **29.02 Benefits Portable**

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

#### **(a) Sick Leave**

Sick leave credits to a maximum of one thousand one hundred and seventy (1170) working hours which are recognized by Health Organization "A" shall be credited by Health Organization "B".

#### **(b) Vacation Leave**

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

#### **(c) Increments**

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

(d) **Municipal Pension Plan**

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

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

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

(e) **Seniority**

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

**29.03 Benefits Not Portable**

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

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

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

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

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

When a person transfers from another bargaining unit to the Union bargaining unit with the same Employer, the employee will port accumulated service related benefits and anniversary date. For the purposes of determining increment placement, the Employer will recognize previous experience on the basis of one (1) annual increment for every one (1) year of service within the last seven (7) years.

**ARTICLE 30 – PREVIOUS EXPERIENCE**

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

**ARTICLE 31 – RELIEF**

**31.01 Relief**

In the event of an employee being assigned to perform a higher rated job for a minimum of one (1) full shift or more, the employee shall receive the lowest step

in the higher rated job increment structure which will result in a minimum monthly increase of \$82 if the position is one grade higher; \$104 if the position is two grades higher; and so on (increasing by \$22 for each grade) proportionate to the time in which the employee is actually performing the higher rated duties.

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

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

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

## **ARTICLE 32 – SUPERIOR BENEFITS**

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

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

### **32.03**

- (a) All separate Memoranda shall form part of the Collective Agreement.
- (b) Any Memoranda now in existence providing Superior Benefits and not varied in the current negotiations shall be attached to their respective Agreements.
- (c) Any Memoranda already or hereafter agreed to shall be so attached.

## **ARTICLE 33 – JOB DESCRIPTIONS**

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

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

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

### **34.01 Medical Coverage**

- (a) Regular employees and their eligible dependents (including spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually

acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.

- (b) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (c) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- (d) The medical plan becomes effective on the first of the calendar month following the date of hire.

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

- (a) The Employer shall pay one hundred per cent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.
- (b) The employee shall pay a deductible of \$100 effective April 12, 2006.
- (c) The plan benefits shall be include but are not limited to:
  - 1. expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period;
  - 2. the maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited;
  - 3. Pharmacare Tie-In with Bluenet

Effective September 1, 2013, the parties agree to Pharmacare Tie-In with Bluenet and with the addition of coverage for Prometrium and standard oral contraceptive and injectables. Members continue to have the option of paying the price difference between the generic covered drug and the brand name equivalent. Employees will have a ninety (90) day grace period for maintenance pharmaceuticals;

(Note: This provision is impacted by Appendix 39 – Letter of Agreement re: Pharmacare Tie-in.)

- 4. "Medical Referral Transportation Benefit" comparable to standard plans that provide coverage for out-of-town travel for an employee or dependent who is referred to a specialist or is referred for medical treatment;
- 5. vision care coverage providing three hundred and fifty dollars (\$350.00) every twenty-four (24) months per eligible employee and eligible dependent (no coinsurance payment will be applied on vision claims);



6. podiatrist coverage providing a maximum of four hundred dollars (\$400) per year;
  7. psychologist services, including registered clinical counsellors and registered psychologists to a maximum nine hundred dollars (\$900) per year;
  8. contraceptive coverage including standard oral contraceptives and injectables (coverage does not include devices (eg., IUDs) or morning after pills); and
  9. orthotics improvement (changes in conditions will be covered once every 5 years based on the reasonable and customary standard for the entitlement).
- (d) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (e) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- (f) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

#### Dental Coverage

- (a)
1. The Employer shall pay all of the monthly premium for a dental plan covering one hundred per cent (100%) of the cost of the basic plan "A" and sixty per cent (60%) of the cost of the extended plan "B" and sixty per cent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer.
  2. A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.
- (b) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (c) Membership in the dental plan is only available to, and is a condition of employment for, regular employees who are not members of, or are covered by another dental coverage plan.

(d) Coverage under the dental plan becomes effective from the first of the calendar month following thirty (30) days from the date of hire.

(e) Effective January 1, 2012, the dual dental restriction is removed.

#### **34.04 Dependents**

An eligible dependent for the purposes of Articles 34.01, 34.02 and 34.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (b) of the above specified Articles.

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

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

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

HEABC will establish a new long term disability plan.

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

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

HEABC will establish a new long term disability plan.

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

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

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

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

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

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

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

#### **Eligibility**

Regular full-time employees shall, upon completion of the three (3) calendar month probationary period, become members of the Group Life Insurance Plan as a condition of employment. Regular part-time employees shall, upon completion of the four hundred and eighty-nine (489) hours worked or six (6) months' work probationary period, become members of the Group Life Insurance Plan as a condition of employment.

## **Benefits**

The plan shall provide basic life insurance in the amount of \$50,000 and standard 24 hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

## **Premiums**

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

### **34.07 Casual Employees**

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

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

### **35.01**

- (a) Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Municipal Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 29 – Portability of Benefits).
- (b) Notwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hiring, decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.
- (c) Employees reverting to part-time status who have not yet acquired vesting will be given the option of remaining in or opting out of the Plan on change of status, subject to the *Public Sector Pension Plans Act* and Regulations.

## **ARTICLE 36 – UNIFORMS**

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

## **ARTICLE 37 – GENERAL PROVISIONS**

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

The Employer shall ensure:

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

**37.02 Isolation Allowance**

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

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

**37.03 Personal Property Damage**

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

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using their vehicle while working, the Employer shall reimburse the lesser of the actual

vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.00.

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

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

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

- (a) The Employer shall provide a 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 for sick and vacation leaves. The Employer may opt to provide an employee with the statement of wages electronically rather than with a paper copy.
- (b) Employees will be paid during the normal operating hours of the business office as posted on the bulletin board or such other arrangement as may be agreed upon between the Employer and the employees. Employees on evening or night shift will be paid on the day immediately prior to pay day.
- (c) Employees whose days off coincide with pay day shall be paid on the last working day preceding the pay day provided the cheques are available at the work place.
- (d) The pay for a vacation period to which an employee is entitled shall be paid to the employee not later than their last work day prior to the commencement of the vacation period.

The Employer may implement a system of direct deposit.

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

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

### **37.06 General Provisions**

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

### **37.07 Criminal Record Check**

Where the Employer or a regulatory body requires an employee to undergo a criminal record check as a condition of continued employment, the Employer shall reimburse the employee for the full cost of the criminal record check.

## ARTICLE 38 – SAFETY AND OCCUPATIONAL HEALTH

### 38.01 Promotion of Safe Work Practices

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

The parties further agree to adhere to the provisions of the *Workers' Compensation Act*, Occupational Health and Safety Regulations, and its standards, policies, and guidelines.

The Employer will provide workers with information on where copies of the Occupational Health and Safety Regulations are available.

The parties agree that references in this collective agreement to either the Workers' Compensation Board, WorkSafeBC or WCB shall be considered to mean the Workers' Compensation Board of British Columbia, operating as WorkSafeBC.

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

### 38.02 Joint Occupational Health and Safety Committee

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

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

The parties recognize the importance of continuity of representation at meetings of the Joint 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 incident investigations at the request of the Committee pursuant to the Occupational Health and Safety Regulations.

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

The Employer shall be informed by the Joint Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant and breast-feeding 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.

Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafe BC.

Within 120 days of ratification, the parties agree to request that SWITCH BC develop training regarding the precautionary principle, as defined by WorkSafe BC.

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

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

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

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

The Health Authorities and Providence Health Care agree to provide to employees violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC). Where operational requirements allow, these modules may be completed while at work. By mutual agreement, these modules may be scheduled outside of regular scheduled work hours, and the employee will receive straight-time regular wages.

The parties acknowledge that the Ministry of Health has asked SWITCH BC to update the Provincial Violence Prevention Curriculum (PVPC) including a trauma informed lens. The parties commit to support SWITCH BC with this work.

### **38.04 Aggressive and/or Violent Behaviour of Patients/Residents/Clients**

- (a) Upon admission, transfer, or a community assignment the Employer will make every reasonable effort to identify the potential for aggressive and/or violent behaviour. When the Employer is aware that a patient/resident/client has a history of violent behaviour or the potential for violent behaviour has been identified on assessment, the Employer shall provide such information to the workers who are likely to encounter the patient/resident/client in the course of their work. 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 and/or violent 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) Threats against a worker will be treated as serious matters. A threat against a worker's family that is a result of the worker's employment is considered a threat against the worker. All obligations under the violence provisions of the Occupational Health and Safety Regulations shall apply and shall be included in the Employer's written Workplace Violence Prevention Program.

### **38.05 Workload Dialogue**

An employee who believes that their workload is unsafe or consistently excessive shall discuss the issue with their immediate supervisor, who will provide interim direction for temporary management of the issue. Health and safety concerns related to workload shall be addressed by the immediate supervisor.

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 raise 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.

### **38.06 Workload Dispute Resolution**

If the issue is not resolved after completion of the process outlined in Article 38.05, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved through step three (3) of the grievance procedure, it may be referred within twenty-eight (28) days of the step (3) meeting to a troubleshooter who shall, within ninety (90) days:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the differences.

The Employer shall review and give due consideration to the troubleshooter's recommendations and meet to discuss the next steps with the employee(s) and the Union.



### **38.07 Critical Incident Stress Defusing**

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

### **38.08 Supervisor OHS Training**

The Employer will provide OHS supervisory training to employees whose job duties include supervision of staff. This training will include knowledge of the *Workers' Compensation Act*, Occupational Health and Safety Regulation, and its standards, policies, and guidelines applicable to supervisory roles, including the roles and responsibilities of a supervisor.

Within six (6) months of ratification, the Employer in consultation with the Union, will develop an action plan for supervisor training which must be implemented within one (1) year of ratification.

### **38.09 Ergonomics**

The Employer, in accordance with the provisions of the OHS Regulations and in consultation with the Joint Occupational Health and Safety Committee (JOHSC) or Worker Health and Safety Representative, shall identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI). When factors that may expose workers to a risk of MSI have been identified, the employer will ensure that the risk to workers is assessed. The Employer must eliminate or, if that is not practicable, minimize the risk of MSI to workers. The effectiveness of the measures taken will be monitored and reviewed at least annually.

The Employer will ensure that workers who may be exposed to a risk of MSI are educated in risk identification related to the work.

### **38.10 Psychological Health and Safety**

The Employer and the Association agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices, using the guidance of the Canadian Standards Association (CSA) Psychological Health and Safety Standard.

The Employer must consult with the Union in identifying psychological hazards including hazards due to negligent, reckless or intentional acts, creating a reporting and investigation process for those hazards and in developing and implementing a plan to control risks related to psychological hazards.

The parties recognize the role of Joint Occupational Health and Safety Committees (JOHSC) in supporting psychologically healthy and safe workplaces. Therefore the JOHSC shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy

and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.

Within 120 days of ratification, the parties agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop suitable resources for Employers, the Union and local JOHSC to support psychologically healthy and safe workplaces.

## **ARTICLE 39 – RESPECTFUL WORKPLACE**

**39.01** The parties recognize the right of employees to have a respectful workplace free from discrimination, harassment, bullying and violence including discrimination and harassment based on Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age or conviction of a criminal or summary offence that is unrelated to the employment.

**39.02** The Employer shall take such actions as are necessary with respect to any person engaging in harassment, including sexual harassment, and harassment based on any other ground listed in this Article, in the *Human Rights Code of British Columbia*, or related WorkSafe BC regulations and policies.

**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** Employers will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to discrimination, harassment, bullying and violence.

An employee who experiences any form of discrimination, harassment, bullying, or violence may file a complaint pursuant to the Employer's policy. The policy will include how, when and to whom employees should report complaints.

The policy will be accessible to staff outlining expectations and consequences of inappropriate behaviour and will include the procedures for use in responding to complaints of workplace discrimination, harassment, bullying and violence including:

1. how and when investigations will be conducted;
2. what will be included in the investigation;
3. the roles and responsibilities of those involved in the investigation;  
and
4. follow-up to the investigation.

## **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 they have 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 within seven (7) business days of request, access to their 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 within a further twenty (20) business days of such a request.

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

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

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

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

**40.05** Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed eighteen (18) months after the date of the letter. The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

## **ARTICLE 41 – EFFECTIVE AND TERMINATION DATES**

**41.01** The term of this agreement is from its effective date of April 1, 2022 until its expiry date of March 31, 2025.

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

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

**41.04**

- (a) If either HEABC or the Health Science Professionals Bargaining Association wishes to propose amendments to this Agreement, the party proposing such amendments will notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.
- (b) Where no notice is given by either party prior to the expiry date of this collective agreement, notice shall be deemed to have been given under this clause on March 31, 2025.

## PROVISIONS OF THE WAGE SCHEDULE

### (1) Wage Schedule

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

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

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

### (2) Qualification Differential

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

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

Advanced Certification or Advanced Registered Technologist	\$100.00 per month
Post Entry to Practice Baccalaureate degree	\$100.00 per month
Post Entry to Practice Baccalaureate degree plus Advanced Certification or Advanced Registered Technologist	\$115.00 per month
CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management	\$25.00 per month
F. (C.A.M.R.T.) or F.C.S.M.L.S.	\$125.00 per month
Post Entry to Practice Graduate degree	\$125.00 per month*

\*Effective the first pay period after April 1, 2020 Qualification Differential for Occupational Therapists and Physiotherapists is amended as follows:

- (i) The March 16, 2006 agreement regarding Qualification Differential for Occupational Therapists and Physiotherapists is deleted. Accordingly, Qualification Differential shall no longer be paid for entry to practice Master's degrees in OT and PT.
  - (ii) All salary structures of the OT and PT wage schedule shall be increased by \$125.00 per month.
- (d) Qualifications must be Canadian standard or equivalent as recognized by relevant professional associations or appropriate post-secondary institutions.

### **(3) 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 to the appropriate rate for the classification, and the employee shall be paid to the date of employment for a period not greater twelve (12) months. The portability provisions of this Agreement do not apply to this twelve (12) month pending registration period for purposes of the retroactive pay adjustment.

Note: This memorandum shall remain in full force and effect until the full implementation of the new profile-based classification system, at which time this language shall be incorporated into the new Classification Manual.

## HEALTH SCIENCE PROFESSIONAL JOB RATES

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

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

Grade I	Level 8 <u>to 10 Phase-in</u>
Grade II	Level 10
Grade III	Level 13
Grade IV	Level 14

### **Dietitian**

Grade I	Level 9 <u>to 11 Phase-in</u>
Grade II	Level 11
Grade III	Level 12
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 16

### **Health Information Management Professional**

Grade I	Level 5 <u>to 7 Phase-in</u>
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 9
Grade V	Level 11
Grade VI	Level 12

### **Magnetic Resonance Imaging Technologist<sup>(MA)</sup>**

Grade I	Level 8 <u>to 10 Phase-in</u>
Grade II	Level 10
Grade III	Level 13
Grade IV	Level 14

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

Grade I	Level 6 <u>to 7 Phase-in</u>
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 10

Grade V            Level 13

Grade VI           Level 14

**Nuclear Medicine Technologist<sup>(MA)</sup>**

Grade I            Level 6 to 7 Phase-in

Grade II            Level 7

Grade III           Level 8

Grade IV           Level 10

Grade V            Level 13

Grade VI           Level 14

**Orthotist**

Grade I            Level 8 to 9 Phase-in

Grade II            Level 9

Grade III           Level 10

Grade IV           Level 13

Grade V            Level 14

Grade VI           Level 15

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

Grade I            Level 8 to 9 Phase-in

Grade II            Level 9

Grade III           Level 10

Grade IV           Level 13

Grade V            Level 14

Grade VI           Level 15

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

Grade I            Level 11 to 12 Phase-in

Grade II            Level 12

Grade III           Level 15

Grade IV           Level 17

Grade V            Level 18

Grade VI           Level 19

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

Grade I            Level 8 to 9 Phase-in



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

### **Prosthetist**

Grade I	Level 8 <u>to 9 Phase-in</u>
Grade II	Level 9
Grade III	Level 10
Grade IV	Level 13
Grade V	Level 14
Grade VI	Level 15

### **Psychologist**

Grade C	Level 16 <u>to 18 Phase-in</u>
Grade B	Level 18
Grade A	Level 20

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

Grade I	Level 6 <u>to 7 Phase-in</u>
Grade II	Level 7
Grade III	Level 8
Grade IV	Level 10
Grade V	Level 13
Grade VI	Level 14

### **Respiratory Therapist**

Grade I	Level 7 <u>to 8 Phase-in (effective April 1, 2022)</u> <u>Level 8 to 9 Phase-in (effective April 1, 2023)</u>
Grade II	Level 8 <u>Level 9 (effective April 1, 2023)</u>
Grade III	Level 9 <u>Level 10 (effective April 1, 2023)</u>
Grade IV	Level 12 <u>Level 13 (effective April 1, 2023)</u>
Grade V	Level 13

Level 14 (effective April 1, 2023)

Grade VI	Level 14 <u>Level 15 (effective April 1, 2023)</u>
----------	-------------------------------------------------------

**Social Worker**

Grade 1 (a)	Level 8 to <u>12 Phase-in</u> (Bachelor's Degree)
Grade 1 (b)	Level 11 to <u>12 Phase-in</u> (Master's Degree)
Grade II	Level 12
Grade III	Level 13
Grade IV	Level 14
Grade V	Level 15
Grade VI	Level 16

**Speech/Language Pathologist, Audiologist**

Grade I	Level 11 to <u>12 Phase-in</u>
Grade II	Level 12
Grade III	Level 13
Grade IV	Level 14
Grade V	Level 15

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

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

Combined Laboratory/X-Ray Technologist<sup>(MA)</sup>

Cytotechnologist<sup>(MA)</sup>

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

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

Electroneurophysiology Technologist<sup>(MA)</sup>

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

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

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

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

## HEALTH SCIENCE PROFESSIONAL DISCIPLINES ALLIED TO THE SOCIAL WORK DISCIPLINE

Positions where the qualifications are not exclusive to any one discipline and where the position provides a counselling, education, prevention, referral, or advocacy service to individuals, families or groups with mental health, behavioural, addiction, or chronic medical concerns will be classified in accordance with the Social Worker definitions and grid levels.

Examples of positions that are classified in accordance with the Social Worker definitions and grid levels include, but are not limited to, those positions formerly classified as Applied Behaviour Analyst, Child & Youth Counsellor, and Social Program Officer, consistent with the above noted definition.

## INDUSTRY-WIDE MISCELLANEOUS RATES (GENERAL)

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

<b>Anesthesia Assistant – Trainee</b>	Level 8  <b><u>Level 10</u></b> <b><u>(effective April 1, 2023)</u></b>
<b>Anesthesia Assistant – Staff</b>	Level 11 <b><u>to 12</u></b> <b><u>Phase-in</u></b>
<b>Anesthesia Assistant – Sole Charge</b>	Level 12
<b>Anesthesia Assistant – Student Supervision</b>	Level 12
<b>Anesthesia Assistant – Working Without General Supervision</b>	Level 12
<b>Anesthesia Assistant – Clinical Instructor</b>	Level 13
<b>Anesthesia Assistant – Supervisor (a)</b>  An Anesthesia Assistant who supervises at least one (1) other Anesthesia Assistant and a total staff up to and including eight (8) FTE.	Level 14
<b>Anesthesia Assistant – Supervisor (b)</b>  An Anesthesia Assistant who supervises at least one (1) other Anesthesia Assistant and a total staff of more than eight (8) and up to and including sixteen (16) FTE.	Level 15
<b>Anesthesia Assistant – Supervisor (c)</b>  An Anesthesia Assistant who supervises at least one (1) other Anesthesia Assistant and a total staff of more than sixteen (16) FTE.	Level 16
<b>Aquatic Therapist – Staff</b>	Level 8 <b><u>to 9</u></b> <b><u>Phase-in</u></b>
<b>Aquatic Therapist – Sole Charge</b>	Level 9
<b>Aquatic Therapist – Student Supervision</b>	Level 9
<b>Aquatic Therapist – Working Without General Supervision</b>	Level 9
<b>Aquatic Therapist – Supervisor</b>	Level 10

<b>Art Therapist (Bachelor's) – Staff</b>	<b>Level 8 to 12 <u>Phase-in</u></b>
<b>Art Therapist (Master's) – Staff</b>	<b>Level 11 to 12 <u>Phase-in</u></b>
<b>Art Therapist – Sole Charge</b>	<b>Level 12</b>
<b>Art Therapist – Student Supervision</b>	<b>Level 12</b>
<b>Art Therapist – Working Without General Supervision</b>	<b>Level 12</b>
<b>Art Therapist – Supervisor</b>	<b>Level 13</b>
<b>Bioinformatics Technologist (BSc)</b>	<b>Level 8 to 9 <u>Phase-In</u></b>
<b>Bioinformatics Technologist (LIMS) (BSc)</b>	<b>Level 8 to 9 <u>Phase-In</u></b>
<b>Bioinformatician (BSc)</b>	<b>Level 10</b>
<b>Bioinformatics Technologist – Supervisor (BSc)</b>	<b>Level 10</b>
<b>Bioinformatics Technologist – Supervisor (LIMS) (BSc)</b>	<b>Level 10</b>
<b>Biomedical Engineering Technologist – Staff</b>	<b>Level 8 to 9 <u>Phase-in</u></b>
<b>Biomedical Engineering Technologist – Sole Charge</b>	<b>Level 9</b>
<b>Biomedical Engineering Technologist – Student Supervision</b>	<b>Level 9</b>
<b>Biomedical Engineering Technologist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Biomedical Engineering Technologist – Senior</b>  A Biomedical Engineering Technologist – Senior functions, for the majority of time, at an advanced administrative level, such as having a lead role in the procurement of equipment, capital planning, or the development of policies and procedures, or having on-going project management responsibility.	<b>Level 10</b>
<b>Biomedical Engineering Technologist –Technical Consultant</b>	<b>Level 10</b>

<p>A Biomedical Engineering Technologist – Technical Consultant functions at an advanced level in Biomedical Engineering Technology. The primary role of the Biomedical Engineering Technologist – Technical Consultant is to provide consultative services and advanced technical advice to other Biomedical Engineering Technologists and to the Employer. A recognized level of expertise is obtained through specialized education, training, and experience, and is required in order to carry out the duties of a Biomedical Engineering Technologist – Technical Consultant.</p> <p>The responsibility of the Biomedical Engineering Technologist – Technical Consultant and the Biomedical Engineering Technologist – Senior must be delegated in writing by the Employer.</p>	
<p><b>Biomedical Engineering Technologist – Supervisor I</b></p> <p>A Biomedical Engineering Technologist who supervises up to ten (10) Biomedical Engineering Technologist – Staff FTEs.</p>	<p><b>Level 10</b></p>
<p><b>Biomedical Engineering Technologist – Supervisor II</b></p> <p>A Biomedical Engineering Technologist who supervises over ten (10) Biomedical Engineering Technologist – Staff FTEs or is required to supervise at least one (1) FTE Biomedical Engineering Technologist – Senior/Technical Consultant.</p> <p>Note: An Employer is not required to create a Biomedical Engineering Technologist – Technical Consultant or a Biomedical Engineering Technologist – Senior.</p>	<p><b>Level 12</b></p>
<p><b>Biostatistical Analyst</b></p>	<p><b>Level 12</b></p>
<p><b>Biostatistical Analyst – Senior</b></p>	<p><b>Level 14</b></p>
<p><b>Cancer Research Technologist 1 (Diploma)</b></p>	<p><b>Level 6 to 8</b> <b><u>Phase-in</u></b></p>
<p><b>Flow Cytometry Research Technologist (Diploma)</b></p>	<p><b>Level 8</b></p>
<p><b>Cancer Research Technologist 2 (BSc)</b></p>	<p><b>Level 8</b></p>
<p><b>Cancer Research Technologist 3 (BSc + 5 yrs. exp.)</b></p>	<p><b>Level 10</b></p>
<p><b>Cancer Research Technologist 4 (MSc)</b></p>	<p><b>Level 12</b></p>

<b><u>Clinical</u> Exercise Physiologist – Staff</b>	<b>Level 8 to 9 <u>Phase-in</u></b>
<b><u>Clinical</u> Exercise Physiologist – Sole Charge</b>	<b>Level 9</b>
<b><u>Clinical</u> Exercise Physiologist – Student Supervision</b>	<b>Level 9</b>
<b><u>Clinical</u> Exercise Physiologist – Working Without General Supervision</b>	<b>Level 9</b>
<b><u>Clinical</u> Exercise Physiologist Supervisor</b>	<b>Level 10</b>
<b>Cardiology Technologist – Staff (Non-Diploma)</b> A Cardiology Technologist who has successfully completed the Canadian Society of Cardiology Technologists (CSCT) certification exam but has not completed a Diploma level qualification from a CSCT recognized Diploma program.	<b>90% of Level 6 to 7 <u>Phase-in</u></b>
<b>Cardiology Technologist – Staff (Diploma)</b> A Cardiology Technologist who has completed a CSCT recognized Diploma program.	<b>Level 6 to 7 <u>Phase-in</u></b>
<b>Cardiology Technologist – Sole Charge</b>	<b>Level 7</b>
<b>Cardiology Technologist – Student Supervision</b>	<b>Level 7</b>
<b>Cardiology Technologist – Working Without General Supervision</b>	<b>Level 7</b>
<b>Cardiac Rhythm Devices Technologist</b> A Cardiac Rhythm Devices Technologist delegated by the Employer to assess and program cardiac rhythm devices, for the majority of time.  Cardiac Rhythm Devices Technologists who assess and program cardiac rhythm devices for less than the majority of time will be paid at this grid level on the basis of time scheduled (the minimum time to be coded for payroll purposes will be four (4) hours. Time scheduled over four (4) hours requires payroll coding for the whole shift).	<b>Level 8</b>
<b>Cardiovascular Technologist</b>	<b>Level 8</b>
<b>Electrophysiology Technologist</b>	<b>Level 8</b>
<b>Cardiology Technologist – Supervisor I</b>	<b>Level 8</b>

A Cardiologist Technologist delegated by the Employer to supervise a staff of up to and including ten (10) FTE.	
<b>Cardiology Technologist – Supervisor II</b>  A Cardiologist Technologist delegated by the Employer to supervise a staff of more than ten (10) FTE or is required to supervise at least one (1) FTE Cardiac Rhythm Devices Technologist or Cardiovascular Technologist or Electrophysiology Technologist.  Note: An Employer is not required to create a Cardiology Technologist Supervisor I or Supervisor II position.	<b>Level 9</b>
<b>Cardiopulmonary Technologist – Staff</b>	<b>Level 8 to 9</b> <b><u>Phase-in</u></b>
<b>Cardiopulmonary Technologist – Sole Charge</b>	<b>Level 9</b>
<b>Cardiopulmonary Technologist – Student Supervision</b>	<b>Level 9</b>
<b>Cardiopulmonary Technologist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Cardiopulmonary Technologist – Supervisor</b>	<b>Level 10</b>
<b>Child Life Specialist – Staff (Diploma)</b>	<b>Level 7 to 9</b> <b><u>Phase-in</u></b>
<b>Child Life Specialist – Staff (Bachelor’s)</b>	<b>Level 8 to 9</b> <b><u>Phase-in</u></b>
<b>Child Life Specialist – Sole Charge</b>	<b>Level 9</b>
<b>Child Life Specialist – Student Supervision</b>	<b>Level 9</b>
<b>Child Life Specialist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Dental Hygienist (Diploma) – Staff</b>	<b>Level 7 to 9</b> <b><u>Phase-in</u></b>
<b>Dental Hygienist (Bachelor’s) – Staff</b>	<b>Level 8 to 9</b> <b><u>Phase-in</u></b>
<b>Dental Hygienist – Sole Charge</b>	<b>Level 9</b>
<b>Dental Hygienist – Student Supervision</b>	<b>Level 9</b>



<b>Dental Hygienist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Dental Hygienist – Supervisor (a)</b> A Dental Hygienist who supervises non-Health Science Professional staff.	<b>Level 9</b>
<b>Dental Hygienist – Supervisor (b)</b> A Dental Hygienist who supervises at least one (1) other Health Science Professional staff.	<b>Level 10</b>
<b>Early Childhood Educator 1 – Staff</b> Early Childhood Educator Certificate	<b>Level 2 to 3</b> <b><u>Phase-in</u></b>
<b>Early Childhood Educator 1 – Sole Charge</b>	<b>Level 3</b>
<b>Early Childhood Educator 1 – Student Supervision</b>	<b>Level 3</b>
<b>Early Childhood Educator 1 – Working Without General Supervision</b>	<b>Level 3</b>
<b>Early Childhood Educator 2</b> Early Childhood Educator Certificate plus Special Needs/Under 3 years old Certificate	<b>Level 4</b>
<b>Early Childhood Educator 3</b> Early Childhood Educator 2 plus Supervision	<b>Level 5</b>
<b>Early Childhood Educator – Preschool Supervisor/Coordinator</b>	<b>Level 6</b>
<b>Genetic Counsellor (includes student supervision)</b>	<b>Level 11.5 to 12</b> <b><u>Phase-in</u></b>
<b>Genetic Counsellor – Sole Charge</b>	<b>Level 12</b>
<b>Genetic Counsellor – Working Without General Supervision</b>	<b>Level 12</b>
<b>Genetic Counsellor – Supervisor I</b> A Genetic Counsellor that supervises at least one (1) other Genetic Counsellor and a total staff of up to and including to eight (8) FTE staff.	<b>Level 14</b>
<b>Genetic Counsellor – Supervisor II</b>	<b>Level 15</b>

A Genetic Counsellor that supervises at least one (1) other Genetic Counsellor and a total staff of more than eight (8) FTE. Where the number of total staff FTE directly reporting to the supervisor exceeds eight (8) by 50% or more, an additional 5% will be paid above Grid Level 15.	
<b>Genomics Technologist (Diploma)</b>	<b>Level 6 to 8 <u>Phase-in</u></b>
<b>Genomics Technologist QA/QC (Diploma)</b>	<b>Level 6 to 8 <u>Phase-in</u></b>
<b>Genomics Technologist Projects (Bachelor's)</b>	<b>Level 8</b>
<b>Genomics Technologist – Supervisor (BSc)</b>	<b>Level 10</b>
<b>Genomics Research Technologist (BSc)</b>	<b>Level 10</b>
<b>Infant Development Consultant (Diploma) – Staff</b>	<b>Level 6 to 9 <u>Phase-in</u></b>
<b>Infant Development Consultant (Bachelor's) – Staff</b>	<b>Level 8 to 9 <u>Phase-in</u></b>
<b>Infant Development Consultant – Sole Charge</b>	<b>Level 9</b>
<b>Infant Development Consultant – Student Supervision</b>	<b>Level 9</b>
<b>Infant Development Consultant – Working Without General Supervision</b>	<b>Level 9</b>
<b>Infant Development Consultant – Supervisor</b>	<b>Level 10</b>
<b>Infection Control Practitioner</b>	<b>Level 15</b>
<b>Licensing Officer (Non-Degree) – Staff</b>	<b>Level 7 to 9 <u>Phase-in</u></b>
<b>Licensing Officer (Bachelor's) – Staff</b>	<b>Level 8 to 9 <u>Phase-in</u></b>
<b>Licensing Officer – Sole Charge</b>  A Licensing Officer working for an Employer where there is no other regular full-time or regular part-time Licensing Officer employed.	<b>Level 9</b>
<b>Licensing Officer – Student Supervision</b>	<b>Level 9</b>

A Licensing Officer delegated by an Employer to provide instruction and/or supervision to students. This applies to a Licensing Officer assigned responsibility for a student for one (1) shift or more.	
<b>Licensing Officer – Working Without General Supervision</b>	<b>Level 9</b>
<b>Licensing Officer – Supervisor I</b>  A Licensing Officer delegated by an Employer to supervise another Licensing Officer.	<b>Level 10</b>
<b>Licensing Officer – Supervisor II</b>  A Licensing Officer delegated by an Employer to supervise a Licensing Officer – Supervisor I.	<b>Level 11</b>
<b>Massage Therapist – Staff</b>	<b>Level 8 to 9</b> <b><u>Phase-in</u></b>
<b>Massage Therapist – Sole Charge</b>	<b>Level 9</b>
<b>Massage Therapist – Student Supervision</b>	<b>Level 9</b>
<b>Massage Therapist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Massage Therapist – Supervisor</b>	<b>Level 10</b>
<b>Music Therapist – Staff</b>	<b>Level 8 to 9</b> <b><u>Phase-in</u></b>
<b>Music Therapist – Sole Charge</b>	<b>Level 9</b>
<b>Music Therapist – Student Supervision</b>	<b>Level 9</b>
<b>Music Therapist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Music Therapist – Supervisor</b>	<b>Level 10</b>
<b>Orthopaedic Shoemaker – Staff</b>	<b>Level 7 to 8</b> <b><u>Phase-in</u></b>
<b>Orthopaedic Shoemaker – Sole Charge</b>	<b>Level 8</b>
<b>Orthopaedic Shoemaker – Student Supervision</b>	<b>Level 8</b>
<b>Orthopaedic Shoemaker – Working Without General Supervision</b>	<b>Level 8</b>

<b>Orthopaedic Shoemaker – Supervisor</b>	<b>Level 8</b>
<b>Orthoptist – Staff</b>	<b>Level 7 <u>to 8</u> <u>Phase-in</u></b>
<b>Orthoptist – Sole Charge</b>	<b>Level 8</b>
<b>Orthoptist – Student Supervision</b>	<b>Level 8</b>
<b>Orthoptist – Working Without General Supervision</b>	<b>Level 8</b>
<b>Orthoptist – Supervisor</b>	<b>Level 9</b>
<b>Orthotics Intern</b>	<b>Level 4</b>
<b>Orthotics Technician Trainee</b>	<b>Level 2</b>
<b>Orthotics Technician – Staff</b>	<b>Level 4 <u>to 6</u> <u>Phase-in</u></b>
<b>Orthotics Technician – Student Supervision</b>	<b>Level 5 <u>to 6</u> <u>Phase-in</u></b>
<b>Orthotics Technician – Senior</b>	<b>Level 6</b>
<b>Orthotics Technician – Sole Charge</b>	<b>Level 6</b>
<b>Orthotics Technician – Working Without General Supervision</b>	<b>Level 6</b>
<b>Registered Orthotics Technician – Staff</b>	<b>Level 5 <u>to 7</u> <u>Phase-in</u></b>
<b>Registered Orthotics Technician – Student Supervision</b>	<b>Level 6 <u>to 7</u> <u>Phase-in</u></b>
<b>Registered Orthotics Technician – Senior</b>	<b>Level 7</b>
<b>Registered Orthotics Technician – Sole Charge</b>  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.	<b>Level 7</b>
<b>Registered Orthotics Technician – Working Without General Supervision</b>	<b>Level 7</b>
<b>Paediatric Perfusionist – [see Paediatric Perfusionist Wage Schedule]</b>	

<b>Paediatric Perfusionist – Educator [see Paediatric Perfusionist Wage Schedule]</b>	
<b>Paediatric Perfusionist – Supervisor [see Paediatric Perfusionist Wage Schedule]</b>	
<b>Perfusionist [see Perfusionist Wage Schedule]</b>	
<b>Perfusionist – Educator [see Perfusionist Wage Schedule]</b> <b>Perfusionist – Supervisor [see Perfusionist Wage Schedule]</b>	
<b>Physics Assistant</b>	<b>Level 11</b>
<b>Polysomnographic Technologist – Staff</b>	<b>Level 8 to 9</b> <b><u>Phase-in</u></b>
<b>Polysomnographic Technologist – Sole Charge</b>	<b>Level 9</b>
<b>Polysomnographic Technologist – Student Supervision</b>	<b>Level 9</b>
<b>Polysomnographic Technologist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Polysomnographic Technologist – Supervisor I</b> A Polysomnographic Technologist who supervises at least one (1) other Polysomnographic Technologist and a total staff of up to and including eight (8) FTE.	<b>Level 12</b>
<b>Polysomnographic Technologist – Supervisor II</b> A Polysomnographic Technologist who supervises at least one (1) other Polysomnographic Technologist and more than eight (8) and up to and including thirteen (13) FTE total staff.	<b>Level 13</b>
<b>Prosthetics Intern</b>	<b>Level 4</b>
<b>Prosthetics Technician Trainee</b>	<b>Level 2</b>
<b>Prosthetics Technician – Staff</b>	<b>Level 4 to 6</b> <b><u>Phase-in</u></b>
<b>Prosthetics Technician – Student Supervision</b>	<b>Level 5 to 6</b> <b><u>Phase-in</u></b>
<b>Prosthetics Technician – Senior</b>	<b>Level 6</b>

<b>Prosthetics Technician – Sole Charge</b>	<b>Level 6</b>
<b>Prosthetics Technician – Working Without General Supervision</b>	<b>Level 6</b>
<b>Psychometrist</b>	<b>Level 8</b>
<b>Registered Prosthetics Technician – Staff</b>	<b>Level 5 to 7 <u>Phase-in</u></b>
<b>Registered Prosthetics Technician – Student Supervision</b>	<b>Level 6 to 7 <u>Phase-in</u></b>
<b>Registered Prosthetics Technician – Senior</b>	<b>Level 7</b>
<b>Registered Prosthetics Technician – Sole Charge</b>  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.	<b>Level 7</b>
<b>Registered Prosthetics Technician – Working Without General Supervision</b>	<b>Level 7</b>
<b>Public Health Engineer</b>	<b>Level 14</b>
<b>Public Health Inspector/Environmental Health Officer (PHI/EHO) – Staff</b>	<b>Level 8 to 9 <u>Phase-in</u> <u>(effective April 1, 2022)</u></b>  <b>Level 9 to 10 <u>Phase-in</u> <u>(effective April 1, 2023)</u></b>
<b>Public Health Inspector/Environmental Health Officer – Sole Charge</b>  A PHI/EHO working for an Employer where there is no other regular full-time or regular part-time PHI/EHO employed.	<b>Level 9</b>  <b>Level 10 <u>(effective April 1, 2023)</u></b>
<b>Public Health Inspector/Environmental Health Officer – Student Supervision</b>  A PHI/EHO delegated by an Employer to provide instruction and/or supervision to students. This applies to a PHI/EHO assigned responsibility for a student for one (1) shift or more.	<b>Level 9</b>  <b>Level 10 <u>(effective April 1, 2023)</u></b>

<p><b>Public Health Inspector/Environmental Health Officer – Working Without General Supervision</b></p>	<p>Level 9  <u>Level 10</u> <u>(effective April 1</u> <u>2023)</u></p>
<p><b>Public Health Inspector/Environmental Health Officer – Supervisor I</b></p> <p>PHI/EHO delegated by an Employer to supervise up to and including seven (7) FTE PHIs/EHOs.</p>	<p>Level 11  <u>Level 12</u> <u>(effective April</u> <u>1, 2023)</u></p>
<p><b>Public Health Inspector/Environmental Health Officer – Technical Consultant</b></p> <p>A PHI/EHO delegated by an Employer to act as a technical consultant at an advanced level in a specialized area. The responsibility of Technical Consultant must be delegated in writing by the Employer. Specialized areas are Environmental Control, Communicable Disease, Water Safety, Food Safety, Land Use, and Noise Control, or other area deemed to be a specialty by the parties. An Employer is not required to have a Technical Consultant in each identified area of specialty.</p>	<p>Level 11  <u>Level 12</u> <u>(effective April</u> <u>1, 2023)</u></p>
<p><b>Public Health Inspector/Environmental Health Officer – Supervisor II</b></p> <p>PHI/EHO delegated by an Employer to supervise more than seven (7) FTE and up to and including fourteen (14) FTE PHIs/EHOs or a PHI/EHO delegated by an Employer to supervise at least one (1) Technical Consultant.</p>	<p>Level 14  <u>Level 15</u> <u>(effective April</u> <u>1, 2023)</u></p>
<p><b>Public Health Inspector/Environmental Health Officer – Supervisor III</b></p> <p>PHI/EHO/Environmental Health Officer delegated by an Employer to supervise more than fourteen (14) FTE PHIs/EHOs or a PHI/EHO delegated by an Employer to supervise a PHI/EHO Supervisor II.</p> <p>Note: Supervision of FTE's includes the supervision of PHIs/EHOs, and Licensing Officers.</p> <p>Note: For the purposes of these classifications, "PHI/EHO" and "Environmental Health Officer" are synonymous.</p>	<p>Level 16  <u>Level 17</u> <u>(effective April</u> <u>1, 2023)</u></p>

<b>Radiation Therapist</b>	<p><b><u>Level 11 to 12</u></b> <b><u>Phase-in</u></b> <b><u>(effective April 1, 2022)</u></b></p> <p><b><u>Level 15 to 16</u></b> <b><u>Phase-in</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<b>Radiation Therapist – Clinical Educator</b>	<p><b>Level 12</b></p> <p><b><u>Level 16</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<b>Radiation Therapist – Resource Therapist</b>	<p><b>Level 12</b></p> <p><b><u>Level 16</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<p><b>Radiation Therapist – <u>Lead</u></b></p> <p>NB – It is agreed that the Radiation Therapist <u>Lead</u> at Vancouver Cancer Centre is:</p> <p>Level 14 plus 5%</p> <p><u>Level 18 plus 5% (effective April 1, 2023)</u></p>	<p><b>Level 14</b></p> <p><b><u>Level 18</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<b>Radiation Therapy Service Technologist – Trainee</b>	<p><b>Level 10</b></p> <p><b><u>Level 14</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<b>Radiation Therapy Service Technologist</b>	<p><b>Level 11</b></p> <p><b><u>Level 15</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<b><u>Radiology Service Technologist – Trainee</u></b>	<p><b><u>Level 13</u></b> <b><u>(effective April 1, 2023)</u></b></p>
<b><u>Radiology Service Technologist</u></b>	<p><b><u>Level 14</u></b> <b><u>(effective April 1, 2023)</u></b></p>



<b><u>Radiology Service Technologist – Supervisor</u></b>	<b><u>Level 15</u></b> <b><u>(effective April 1, 2023)</u></b>
<b>Recreation Therapist (Diploma) – Staff</b>	<b><u>Level 6 to 9</u></b> <b><u>Phase-in</u></b>
<b>Recreation Therapist (Bachelor's) – Staff</b>	<b><u>Level 8 to 9</u></b> <b><u>Phase-in</u></b>
<b>Recreation Therapist – Sole Charge/Senior</b>	<b>Level 9</b>
<b>Recreation Therapist – Student Supervision</b>	<b>Level 9</b>
<b>Recreation Therapist – Working Without General Supervision</b>	<b>Level 9</b>
<b>Recreation Therapist – Supervisor (a)</b>  A Recreation Therapist who supervises at least one (1) other health science professional and a total staff of up to and including three (3) FTE or a total staff of more than four (4) up to and including nine (9) FTE non-health science professional.	<b>Level 10</b>
<b>Recreation Therapist – Supervisor (b)</b>  A Recreation Therapist who supervises at least one (1) other health science professional and a total staff of more than three (3) up to and including eight (8) FTE or a total staff of more than nine (9) up to and including seventeen (17) FTE non-health science professional.	<b>Level 13</b>
<b>Remedial Gymnast – Staff</b>	<b><u>Level 8 to 9</u></b> <b><u>Phase-in</u></b>
<b>Remedial Gymnast – Sole Charge or Senior</b>	<b>Level 9</b>
<b>Remedial Gymnast – Student Supervision</b>	<b>Level 9</b>
<b>Remedial Gymnast – Working Without General Supervision</b>	<b>Level 9</b>
<b>Remedial Gymnast – Section Head</b>	<b>Level 10</b>
<b>Seating Devices Technician Trainee</b>	<b>Level 2</b>
<b>Seating Devices Technician – Staff</b>	<b><u>Level 4 to 6</u></b> <b><u>Phase-in</u></b>

<b>Seating Devices Technician – Student Supervision</b>	<b>Level 5 <u>to</u> 6 <u>Phase-in</u></b>
<b>Seating Devices Technician – Senior</b>	<b>Level 6</b>
<b>Seating Devices Technician – Sole Charge</b>	<b>Level 6</b>
<b>Seating Devices Technician – Working Without General Supervision</b>	<b>Level 6</b>
<b>Registered Seating Devices Technician – Staff</b>	<b>Level 5 <u>to</u> 7 <u>Phase-in</u></b>
<b>Registered Seating Devices Technician – Student Supervision</b>	<b>Level 6 <u>to</u> 7 <u>Phase-in</u></b>
<b>Registered Seating Devices Technician – Senior</b>	<b>Level 7</b>
<b>Registered Seating Devices Technician – Sole Charge</b>	<b>Level 7</b>
<b>Registered Seating Devices Technician – Working Without General Supervision</b>	<b>Level 7</b>
<b>Supported Child Development Consultant (Diploma) – Staff</b>	<b>Level 6 <u>to</u> 9 <u>Phase-in</u></b>
<b>Supported Child Development Consultant (Bachelor's) – Staff</b>	<b>Level 8 <u>to</u> 9 <u>Phase-in</u></b>
<b>Supported Child Development Consultant – Sole Charge</b>	<b>Level 9</b>
<b>Supported Child Development Consultant – Student Supervision</b>	<b>Level 9</b>
<b>Supported Child Development Consultant – Working Without General Supervision</b>	<b>Level 9</b>
<b>Supported Child Development Consultant – Supervisor</b>	<b>Level 10</b>
<b>Tobacco and Vapour Products Enforcement Officer (Diploma) – Staff</b>	<b>Level 7 <u>to</u> 9 <u>Phase-in</u></b>
<b>Tobacco and Vapour Products Enforcement Officer (Bachelors) – Staff</b>	<b>Level 8 <u>to</u> 9 <u>Phase-in</u></b>
<b>Tobacco and Vapour Products Enforcement Officer – Sole Charge</b>	<b>Level 9</b>

<b>Tobacco and Vapour Products Enforcement Officer – Student Supervision</b>	<b>Level 9</b>
<b>Tobacco and Vapour Products Enforcement Officer – Working Without General Supervision</b>	<b>Level 9</b>
<b>Tobacco and Vapour Products Enforcement Officer – Supervisor</b>	<b>Level 11</b>
<b>Tobacco and Vapour Products Reduction Coordinator – Staff</b>	<b>Level 8 <u>to</u> 9 <u>Phase-in</u></b>
<b>Tobacco and Vapour Products Reduction Coordinator – Sole Charge</b>	<b>Level 9</b>
<b>Tobacco and Vapour Products Reduction Coordinator – Student Supervision</b>	<b>Level 9</b>
<b>Tobacco and Vapour Products Reduction Coordinator – Working Without General Supervision</b>	<b>Level 9</b>
<b>Vocational Counsellor – Staff (Bachelor's)</b>	<b>Level 8 <u>to</u> 12 <u>Phase-in</u></b>
<b>Vocational Counsellor – Staff (Master's)</b>	<b>Level 11 <u>to</u> 12 <u>Phase-in</u></b>
<b>Vocational Counsellor – Sole Charge</b>	<b>Level 12</b>
<b>Vocational Counsellor – Student Supervision</b>	<b>Level 12</b>
<b>Vocational Counsellor – Working Without General Supervision</b>	<b>Level 12</b>
<b>Vocational Counsellor – Lead (Master's)</b>	<b>Level 13</b>

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

## WAGE SCHEDULE

Year 1: April 1, 2022: Increase rates of pay by an average of 3.83%

The average increase of 3.83% consists of a \$0.25 per hour increase and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.

Year 2: April 1, 2023: Increase rates of pay by 5.5%.

An additional GWI of up to 1.25% in accordance with the Cost of Living Adjustment (COLA) MOA.

Year 3: April 1, 2024: Increase rates of pay by 2%.

An additional GWI of up to 1% in accordance with the Cost of Living Adjustment (COLA) MOA.

Note: Average increase information is an approximation based on data currently available.

## LONG SERVICE RECOGNITION

Effective the first pay period after April 1, 2021, a 25th year step on each wage schedule is created which will be 0.25% higher than the respective 6th year step. Thereafter, the 25th year step rates are subject to all future general wage increases.

## EFFECTIVE APRIL 1, 2022

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
<b>2</b>	Monthly	4351	4564	4772	4985	5181	5416	5429
	Bi-Weekly	2000	2099	2194	2292	2382	2490	2496
	Hourly	26.67	27.98	29.25	30.56	31.76	33.20	33.28
<b>2 to 3 Phase-In</b>	Monthly	4405	4623	4832	5048	5248	5485	5498
	Bi-Weekly	2025	2126	2222	2321	2413	2522	2528
	Hourly	27.00	28.34	29.62	30.95	32.17	33.62	33.70
<b>3</b>	Monthly	4511	4737	4949	5171	5378	5618	5633
	Bi-Weekly	2074	2178	2276	2378	2473	2583	2590
	Hourly	27.65	29.04	30.34	31.70	32.97	34.44	34.53
<b>90% Grid 6 to 7 Phase-In*</b>	Monthly	4775	5013	5236	5471	5688	5945	5959
	Bi-Weekly	2195	2305	2408	2516	2615	2733	2740
	Hourly	29.27	30.73	32.10	33.54	34.87	36.44	36.53
<b>4</b>	Monthly	4682	4914	5135	5366	5582	5829	5843
	Bi-Weekly	2153	2259	2361	2468	2567	2680	2687
	Hourly	28.70	30.12	31.48	32.90	34.22	35.73	35.82
<b>4 to 6 Phase-In</b>	Monthly	4805	5044	5269	5506	5727	5981	5995
	Bi-Weekly	2210	2319	2423	2531	2633	2750	2756
	Hourly	29.46	30.92	32.30	33.75	35.11	36.67	36.75
<b>5</b>	Monthly	4863	5102	5332	5568	5792	6049	6064
	Bi-Weekly	2236	2346	2452	2560	2663	2781	2788
	Hourly	29.81	31.28	32.69	34.13	35.51	37.08	37.17
<b>5 to 6 Phase-In</b>	Monthly	4924	5168	5400	5640	5865	6126	6141
	Bi-Weekly	2264	2376	2483	2593	2696	2816	2824
	Hourly	30.19	31.68	33.10	34.57	35.95	37.55	37.65
<b>5 to 7 Phase-In</b>	Monthly	4988	5235	5470	5713	5942	6209	6224
	Bi-Weekly	2294	2407	2515	2627	2732	2855	2861
	Hourly	30.58	32.09	33.53	35.02	36.43	38.06	38.15
<b>6</b>	Monthly	5044	5296	5531	5779	6008	6277	6292
	Bi-Weekly	2319	2435	2543	2657	2762	2886	2893
	Hourly	30.92	32.47	33.91	35.43	36.83	38.48	38.57
<b>6 to 7 Phase-In</b>	Monthly	5108	5363	5601	5853	6084	6359	6375
	Bi-Weekly	2348	2466	2576	2691	2798	2924	2931

<b>6 to 9 Phase-In</b>	Hourly	31.31	32.88	34.34	35.88	37.30	38.98	39.08
	Monthly	5240	5503	5747	6006	6244	6523	6539
	Bi-Weekly	2409	2530	2642	2762	2871	2999	3007
	Hourly	32.12	33.73	35.23	36.82	38.28	39.99	40.09

\* Cardiology Technologist – Staff (Non-Diploma) (90% of Grid 6 to 7 Phase-In).

Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.

P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.

### EFFECTIVE APRIL 1, 2022

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
<b>7</b>	Monthly	5232	5494	5737	5996	6233	6519	6536
	Bi-Weekly	2405	2526	2638	2757	2866	2997	3005
	Hourly	32.07	33.68	35.17	36.76	38.21	39.96	40.07
<b>7 to 8 Phase-In</b>	Monthly	5299	5563	5811	6073	6315	6601	6617
	Bi-Weekly	2436	2558	2672	2792	2903	3035	3042
	Hourly	32.48	34.10	35.62	37.23	38.71	40.47	40.56
<b>7 to 9 Phase-In</b>	Monthly	5364	5634	5883	6149	6393	6683	6700
	Bi-Weekly	2466	2591	2705	2828	2939	3073	3080
	Hourly	32.88	34.54	36.06	37.70	39.19	40.97	41.07
<b>8</b>	Monthly	5429	5698	5956	6222	6475	6759	6775
	Bi-Weekly	2496	2620	2738	2861	2977	3107	3115
	Hourly	33.28	34.93	36.51	38.14	39.69	41.43	41.53
<b>8 to 9 Phase-In</b>	Monthly	5494	5769	6027	6298	6552	6842	6858
	Bi-Weekly	2526	2653	2771	2896	3013	3146	3153
	Hourly	33.68	35.37	36.95	38.61	40.17	41.94	42.04
<b>8 to 12 Phase-In</b>	Monthly	5715	6000	6270	6552	6816	7118	7135
	Bi-Weekly	2627	2759	2883	3013	3134	3273	3281
	Hourly	35.03	36.78	38.44	40.17	41.78	43.64	43.74
<b>9</b>	Monthly	5621	5907	6166	6447	6703	7002	7019
	Bi-Weekly	2585	2716	2835	2964	3082	3219	3227
	Hourly	34.46	36.21	37.80	39.52	41.09	42.92	43.03
<b>9 to 11 Phase-In</b>	Monthly	5765	6056	6323	6611	6874	7181	7198

10	Bi-Weekly	2651	2784	2907	3040	3161	3302	3310
	Hourly	35.34	37.12	38.76	40.53	42.14	44.02	44.13
	Monthly	5824	6115	6389	6679	6946	7252	7270
11	Bi-Weekly	2678	2812	2938	3071	3194	3335	3343
	Hourly	35.70	37.49	39.17	40.94	42.58	44.46	44.57
	Monthly	6046	6345	6629	6930	7207	7528	7547
11 to 12 Phase-In	Bi-Weekly	2780	2918	3048	3186	3314	3461	3470
	Hourly	37.06	38.90	40.64	42.48	44.18	46.15	46.27
	Monthly	6123	6427	6715	7020	7299	7625	7645
11.5**	Bi-Weekly	2816	2955	3087	3227	3356	3506	3515
	Hourly	37.54	39.40	41.16	43.03	44.74	46.74	46.87
	Monthly	6159	6466	6755	7063	7343	7672	7691
11.5**	Bi-Weekly	2832	2973	3106	3248	3376	3527	3536
	Hourly	37.76	39.64	41.41	43.30	45.01	47.03	47.15

**\*\*Genetic Counsellor**

Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.

P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.

### EFFECTIVE APRIL 1, 2022

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
12	Monthly	6272	6586	6881	7195	7478	7815	7835
	Bi-Weekly	2884	3028	3164	3308	3438	3593	3602
	Hourly	38.45	40.37	42.18	44.11	45.84	47.91	48.03
12 to 14 Phase-In	Monthly	6435	6757	7061	7381	7673	8018	8038
	Bi-Weekly	2959	3107	3247	3394	3528	3686	3696
	Hourly	39.45	41.42	43.29	45.25	47.04	49.15	49.28
13	Monthly	6509	6836	7143	7465	7759	8107	8128
	Bi-Weekly	2993	3143	3284	3432	3567	3728	3737
	Hourly	39.90	41.91	43.79	45.76	47.56	49.70	49.83
14	Monthly	6753	7090	7411	7744	8051	8414	8434
	Bi-Weekly	3105	3260	3407	3560	3701	3869	3878

15	Hourly	41.40	43.46	45.43	47.47	49.35	51.58	51.70
	Monthly	7009	7359	7689	8040	8355	8731	8752
	Bi-Weekly	3223	3383	3536	3697	3842	4014	4024
16	Hourly	42.97	45.11	47.14	49.29	51.22	53.52	53.65
	Monthly	7273	7640	7982	8344	8673	9058	9081
	Bi-Weekly	3344	3513	3670	3836	3988	4165	4175
16 to 18 Phase-In	Hourly	44.59	46.84	48.93	51.15	53.17	55.53	55.67
	Monthly	7464	7838	8189	8561	8902	9297	9320
	Bi-Weekly	3432	3604	3765	3936	4093	4274	4285
17	Hourly	45.76	48.05	50.20	52.48	54.57	56.99	57.13
	Monthly	7551	7927	8288	8653	9002	9401	9425
	Bi-Weekly	3472	3644	3811	3979	4139	4322	4334
18	Hourly	46.29	48.59	50.81	53.05	55.18	57.63	57.78
	Monthly	7835	8224	8592	8982	9346	9761	9786
	Bi-Weekly	3602	3782	3950	4130	4297	4488	4499
19	Hourly	48.03	50.42	52.67	55.06	57.29	59.84	59.99
	Monthly	8131	8536	8922	9322	9695	10127	10151
	Bi-Weekly	3739	3925	4102	4286	4457	4656	4667
20	Hourly	49.85	52.33	54.69	57.15	59.43	62.08	62.23
	Monthly	8433	8860	9260	9675	10062	10512	10537
	Bi-Weekly	3878	4073	4258	4448	4626	4833	4844
21	Hourly	51.70	54.31	56.77	59.31	61.68	64.44	64.59
	Monthly	8757	9197	9610	10044	10443	10912	10939
	Bi-Weekly	4026	4229	4418	4618	4802	5017	5030
	Hourly	53.68	56.38	58.91	61.57	64.02	66.89	67.06

Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.

P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.



## EFFECTIVE APRIL 1, 2023

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
2	Monthly	4645	4872	5094	5321	5531	5782	5795
	Bi-Weekly	2136	2240	2342	2447	2543	2659	2664
	Hourly	28.48	29.87	31.23	32.62	33.91	35.45	35.52
2 to 3 Phase-In	Monthly	4756	4993	5218	5451	5669	5923	5938
	Bi-Weekly	2187	2296	2399	2507	2606	2723	2730
	Hourly	29.16	30.61	31.99	33.42	34.75	36.31	36.40
3	Monthly	4815	5057	5283	5520	5741	5997	6013
	Bi-Weekly	2214	2325	2429	2538	2639	2757	2765
	Hourly	29.52	31.00	32.39	33.84	35.19	36.76	36.86
90% Grid 6 to 7 Phase-In*	Monthly	5330	5597	5845	6108	6350	6639	6656
	Bi-Weekly	2450	2573	2687	2808	2920	3053	3060
	Hourly	32.67	34.31	35.83	37.44	38.93	40.70	40.80
4	Monthly	4998	5246	5482	5728	5959	6222	6237
	Bi-Weekly	2298	2412	2521	2633	2740	2861	2867
	Hourly	30.64	32.16	33.61	35.11	36.53	38.14	38.23
4 to 6 Phase-In	Monthly	5251	5513	5758	6017	6257	6536	6551
	Bi-Weekly	2414	2535	2648	2767	2877	3005	3012
	Hourly	32.19	33.80	35.30	36.89	38.36	40.07	40.16
5	Monthly	5191	5446	5692	5944	6183	6457	6473
	Bi-Weekly	2387	2504	2617	2733	2843	2969	2976
	Hourly	31.82	33.39	34.89	36.44	37.90	39.58	39.68
5 to 6 Phase-In	Monthly	5317	5582	5831	6091	6334	6617	6633
	Bi-Weekly	2444	2567	2681	2801	2912	3042	3050
	Hourly	32.59	34.22	35.75	37.34	38.83	40.56	40.66
5 to 7 Phase-In	Monthly	5449	5721	5975	6243	6492	6786	6803
	Bi-Weekly	2505	2630	2747	2870	2985	3120	3128
	Hourly	33.40	35.07	36.63	38.27	39.80	41.60	41.70
6	Monthly	5384	5653	5904	6169	6414	6701	6717
	Bi-Weekly	2476	2599	2714	2837	2949	3081	3089
	Hourly	33.01	34.65	36.19	37.82	39.32	41.08	41.18
6 to 7 Phase-In	Monthly	5516	5792	6048	6321	6571	6870	6887

<b>6 to 9 Phase-In</b>	Bi-Weekly	2536	2663	2781	2906	3021	3158	3167
	Hourly	33.81	35.51	37.08	38.75	40.28	42.11	42.22
	Monthly	5788	6081	6348	6636	6900	7208	7225
	Bi-Weekly	2661	2796	2918	3051	3173	3314	3322
	Hourly	35.48	37.28	38.91	40.68	42.30	44.19	44.29

\* Cardiology Technologist – Staff (Non-Diploma) (90% of Grid 6 to 7 Phase-In).

Above rates include a 5.50% general wage increase and 1.25% COLA.

P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.

**EFFECTIVE APRIL 1, 2023**

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
<b>7</b>	Monthly	5585	5865	6124	6401	6654	6959	6977
	Bi-Weekly	2568	2696	2816	2943	3059	3200	3208
	Hourly	34.24	35.95	37.54	39.24	40.79	42.66	42.77
<b>7 to 8 Phase-In</b>	Monthly	5723	6008	6277	6559	6823	7127	7144
	Bi-Weekly	2631	2762	2886	3016	3137	3277	3284
	Hourly	35.08	36.83	38.48	40.21	41.83	43.69	43.79
<b>7 to 9 Phase-In</b>	Monthly	5857	6154	6424	6716	6982	7297	7315
	Bi-Weekly	2693	2830	2954	3088	3210	3355	3363
	Hourly	35.90	37.73	39.38	41.17	42.80	44.73	44.84
<b>8</b>	Monthly	5795	6083	6358	6642	6912	7215	7232
	Bi-Weekly	2664	2797	2924	3054	3178	3317	3325
	Hourly	35.52	37.29	38.98	40.72	42.37	44.23	44.33
<b>8 to 9 Phase-In</b>	Monthly	5929	6229	6505	6799	7071	7385	7403
	Bi-Weekly	2726	2864	2991	3126	3251	3395	3404
	Hourly	36.35	38.19	39.88	41.68	43.35	45.27	45.38
<b>8 to 12 Phase-In</b>	Monthly	6385	6704	7005	7323	7614	7954	7974
	Bi-Weekly	2936	3083	3221	3367	3501	3657	3666
	Hourly	39.14	41.10	42.94	44.89	46.68	48.76	48.88
<b>9</b>	Monthly	6000	6306	6582	6882	7155	7475	7493
	Bi-Weekly	2759	2900	3026	3164	3290	3437	3445

9 to 10 Phase-In	Hourly	36.78	38.66	40.35	42.19	43.86	45.82	45.93
	Monthly	6142	6451	6738	7044	7325	7650	7669
	Bi-Weekly	2824	2966	3098	3239	3368	3518	3526
9 to 11 Phase-In	Hourly	37.65	39.55	41.31	43.18	44.90	46.90	47.01
	Monthly	6297	6612	6906	7220	7507	7843	7862
	Bi-Weekly	2895	3040	3176	3320	3452	3606	3615
10	Hourly	38.60	40.53	42.34	44.26	46.02	48.08	48.20
	Monthly	6217	6528	6820	7130	7415	7742	7761
	Bi-Weekly	2858	3002	3136	3278	3410	3560	3569
11	Hourly	38.11	40.02	41.81	43.71	45.46	47.46	47.58
	Monthly	6454	6773	7076	7398	7693	8036	8056
	Bi-Weekly	2967	3114	3254	3401	3537	3695	3704
11 to 12 Phase-In	Hourly	39.56	41.52	43.38	45.35	47.16	49.26	49.39
	Monthly	6612	6942	7252	7583	7883	8237	8258
	Bi-Weekly	3040	3192	3335	3487	3624	3788	3797
	Hourly	40.53	42.56	44.46	46.49	48.32	50.50	50.62

Above rates include a 5.50% general wage increase and 1.25% COLA.

P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.

**EFFECTIVE APRIL 1, 2023**

<b>Grid Level</b>		<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>	<b>6th Year</b>	<b>25th Year</b>
<b>12</b>	Monthly	6695	7031	7345	7681	7983	8343	8364
	Bi-Weekly	3078	3233	3377	3532	3671	3836	3845
	Hourly	41.04	43.10	45.03	47.09	48.94	51.14	51.27
<b>12 to 14 Phase-In</b>	Monthly	7032	7383	7716	8065	8383	8762	8783
	Bi-Weekly	3233	3395	3548	3708	3854	4028	4038
	Hourly	43.11	45.26	47.30	49.44	51.39	53.71	53.84
<b>13</b>	Monthly	6948	7297	7625	7969	8283	8654	8677
	Bi-Weekly	3194	3355	3506	3664	3809	3979	3989
	Hourly	42.59	44.73	46.74	48.85	50.78	53.05	53.19
<b>14</b>	Monthly	7209	7569	7911	8267	8594	8982	9003
	Bi-Weekly	3314	3480	3638	3801	3951	4130	4139
	Hourly	44.19	46.40	48.50	50.68	52.68	55.06	55.19
<b>15</b>	Monthly	7482	7856	8208	8583	8919	9320	9343
	Bi-Weekly	3440	3612	3774	3947	4101	4285	4296
	Hourly	45.87	48.16	50.32	52.62	54.68	57.13	57.28
<b>16</b>	Monthly	7764	8156	8521	8907	9258	9669	9694
	Bi-Weekly	3570	3750	3918	4095	4256	4445	4457
	Hourly	47.60	50.00	52.24	54.60	56.75	59.27	59.43
<b>16 to 18 Phase-In</b>	Monthly	8157	8564	8948	9353	9729	10161	10187
	Bi-Weekly	3750	3938	4114	4301	4473	4672	4684
	Hourly	50.00	52.50	54.85	57.34	59.64	62.29	62.45
<b>17</b>	Monthly	8061	8462	8847	9237	9610	10036	10061
	Bi-Weekly	3707	3890	4067	4247	4418	4614	4626
	Hourly	49.42	51.87	54.23	56.63	58.91	61.52	61.68
<b>18</b>	Monthly	8364	8779	9172	9588	9977	10420	10447
	Bi-Weekly	3845	4037	4217	4409	4587	4791	4803
	Hourly	51.27	53.82	56.23	58.78	61.16	63.88	64.04
<b>19</b>	Monthly	8680	9112	9524	9951	10349	10811	10836
	Bi-Weekly	3991	4190	4379	4575	4758	4970	4982
	Hourly	53.21	55.86	58.38	61.00	63.44	66.27	66.43
<b>20</b>	Monthly	9002	9458	9885	10328	10741	11222	11248
	Bi-Weekly	4139	4349	4545	4748	4939	5159	5171

21	Hourly	55.18	57.98	60.60	63.31	65.85	68.79	68.95
	Monthly	9348	9818	10259	10722	11148	11649	11677
	Bi-Weekly	4298	4514	4717	4930	5126	5356	5369
	Hourly	57.31	60.19	62.89	65.73	68.34	71.41	71.58

Above rates include a 5.50% general wage increase and 1.25% COLA.

P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.

**EFFECTIVE APRIL 1, 2024**

Grid Level		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
2	Monthly	4784	5018	5247	5481	5697	5955	5969
	Bi-Weekly	2200	2307	2413	2520	2619	2738	2744
	Hourly	29.33	30.76	32.17	33.60	34.92	36.51	36.59
3	Monthly	4959	5209	5441	5686	5913	6177	6193
	Bi-Weekly	2280	2395	2501	2615	2719	2840	2847
	Hourly	30.40	31.93	33.35	34.86	36.25	37.87	37.96
4	Monthly	5148	5403	5646	5900	6138	6409	6424
	Bi-Weekly	2367	2484	2596	2713	2822	2947	2954
	Hourly	31.56	33.12	34.61	36.17	37.63	39.29	39.38
5	Monthly	5347	5609	5863	6122	6368	6651	6667
	Bi-Weekly	2459	2579	2696	2815	2928	3058	3065
	Hourly	32.78	34.38	35.94	37.53	39.04	40.77	40.87
6	Monthly	5546	5823	6081	6354	6606	6902	6919
	Bi-Weekly	2550	2678	2796	2921	3038	3173	3182
	Hourly	34.00	35.70	37.28	38.95	40.50	42.31	42.42
7	Monthly	5753	6041	6308	6593	6854	7168	7186
	Bi-Weekly	2645	2777	2900	3032	3152	3296	3304

8	Hourly	35.27	37.03	38.67	40.42	42.02	43.94	44.05
	Monthly	5969	6265	6549	6841	7119	7431	7449
	Bi-Weekly	2744	2881	3011	3146	3273	3416	3425
9	Hourly	36.59	38.41	40.15	41.94	43.64	45.55	45.66
	Monthly	6180	6495	6779	7088	7370	7699	7718
	Bi-Weekly	2842	2987	3117	3259	3389	3540	3548
	Hourly	37.89	39.82	41.56	43.45	45.18	47.20	47.31

Above rates include a 2.0% general wage increase and 1.0% COLA.

### EFFECTIVE APRIL 1, 2024

10	Monthly	6404	6724	7025	7344	7637	7974	7994
	Bi-Weekly	2945	3092	3230	3377	3512	3666	3676
	Hourly	39.26	41.22	43.07	45.02	46.82	48.88	49.01
11	Monthly	6648	6976	7288	7620	7924	8277	8298
	Bi-Weekly	3056	3207	3351	3503	3644	3806	3815
	Hourly	40.75	42.76	44.68	46.71	48.58	50.74	50.87
12	Monthly	6896	7242	7565	7911	8222	8593	8615
	Bi-Weekly	3170	3330	3479	3638	3780	3951	3961
	Hourly	42.27	44.40	46.38	48.50	50.40	52.68	52.81
13	Monthly	7156	7516	7854	8208	8531	8914	8937
	Bi-Weekly	3290	3456	3611	3774	3923	4099	4109
	Hourly	43.87	46.08	48.15	50.32	52.30	54.65	54.79
14	Monthly	7425	7796	8148	8515	8852	9251	9273
	Bi-Weekly	3414	3584	3746	3915	4070	4253	4264
	Hourly	45.52	47.79	49.95	52.20	54.27	56.71	56.85
15	Monthly	7706	8092	8454	8840	9187	9600	9623

<b>16</b>	Bi-Weekly	3543	3721	3887	4064	4224	4414	4424
	Hourly	47.24	49.61	51.83	54.19	56.32	58.85	58.99
	Monthly	7997	8401	8777	9174	9536	9959	9985
<b>17</b>	Bi-Weekly	3677	3863	4036	4218	4385	4579	4591
	Hourly	49.02	51.50	53.81	56.24	58.46	61.05	61.21
	Monthly	8303	8716	9112	9514	9898	10337	10363
<b>18</b>	Bi-Weekly	3818	4007	4190	4374	4551	4753	4765
	Hourly	50.90	53.43	55.86	58.32	60.68	63.37	63.53
	Monthly	8615	9042	9447	9876	10276	10733	10760
	Bi-Weekly	3961	4157	4343	4541	4724	4935	4947
	Hourly	52.81	55.43	57.91	60.54	62.99	65.80	65.96

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

**EFFECTIVE APRIL 1, 2024**

<b>19</b>	Monthly	8940	9385	9810	10250	10659	11135	11161
	Bi-Weekly	4110	4315	4511	4713	4901	5120	5132
	Hourly	54.80	57.53	60.14	62.84	65.34	68.26	68.42
<b>20</b>	Monthly	9272	9742	10182	10638	11063	11559	11585
	Bi-Weekly	4263	4479	4682	4891	5087	5315	5327
	Hourly	56.84	59.72	62.42	65.21	67.82	70.86	71.02
<b>21</b>	Monthly	9628	10113	10567	11044	11482	11998	12027
	Bi-Weekly	4427	4650	4859	5078	5279	5516	5530
	Hourly	59.02	62.00	64.78	67.70	70.39	73.55	73.73

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

**EFFECTIVE APRIL 1, 2022**

**Pharmacist**

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
----------------	----------	----------	----------	----------	----------	----------	-----------

<b>Grade I to II Phase-In</b>	Monthly	7442	7814	8167	8535	8874	9272	9296
	Bi-Weekly	3422	3593	3755	3924	4080	4263	4274
	Hourly	45.62	47.90	50.07	52.32	54.40	56.84	56.99
<b>Grade II</b>	Monthly	7621	8009	8368	8746	9093	9499	9523
	Bi-Weekly	3504	3683	3848	4022	4181	4367	4379
	Hourly	46.72	49.10	51.30	53.62	55.74	58.23	58.38
<b>Grade III</b>	Monthly	8524	8949	9352	9775	10164	10620	10647
	Bi-Weekly	3919	4115	4300	4494	4673	4883	4895
	Hourly	52.25	54.86	57.33	59.92	62.31	65.10	65.27
<b>Grade IV</b>	Monthly	8761	9202	9619	10051	10448	10916	10943
	Bi-Weekly	4028	4231	4423	4622	4804	5019	5031
	Hourly	53.71	56.41	58.97	61.62	64.05	66.92	67.08
<b>Grade V</b>	Monthly	9096	9553	9980	10428	10846	11333	11361
	Bi-Weekly	4182	4392	4589	4795	4987	5210	5224
	Hourly	55.76	58.56	61.18	63.93	66.49	69.47	69.65
<b>Grade VI</b>	Monthly	9441	9911	10360	10823	11255	11760	11789
	Bi-Weekly	4341	4557	4763	4976	5175	5407	5420
	Hourly	57.88	60.76	63.51	66.35	69.00	72.09	72.27
<b>Grade VI +5%</b>	Monthly	9913	10407	10878	11364	11818	12348	12378
	Bi-Weekly	4558	4785	5002	5225	5434	5678	5691
	Hourly	60.77	63.80	66.69	69.66	72.45	75.70	75.88
<b>Grade VI +10%</b>	Monthly	10385	10902	11396	11905	12381	12936	12968
	Bi-Weekly	4775	5012	5240	5474	5693	5948	5963
	Hourly	63.66	66.83	69.86	72.98	75.90	79.30	79.50

Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.

P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.



**EFFECTIVE APRIL 1, 2023**

**WAGE SCHEDULE**

**Pharmacist**

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
----------------	----------	----------	----------	----------	----------	----------	-----------

<b>Grade I to II Phase-In</b>	Monthly	8035	8441	8821	9218	9585	10014	10039
	Bi-Weekly	3695	3881	4056	4238	4407	4604	4616
	Hourly	49.26	51.75	54.08	56.51	58.76	61.39	61.54
<b>Grade II</b>	Monthly	8135	8550	8933	9336	9707	10140	10166
	Bi-Weekly	3740	3931	4107	4292	4463	4662	4674
	Hourly	49.87	52.41	54.76	57.23	59.51	62.16	62.32
<b>Grade III</b>	Monthly	9099	9553	9983	10435	10850	11337	11366
	Bi-Weekly	4184	4392	4590	4798	4988	5213	5226
	Hourly	55.78	58.56	61.20	63.97	66.51	69.50	69.68
<b>Grade IV</b>	Monthly	9352	9823	10268	10729	11153	11653	11682
	Bi-Weekly	4300	4517	4721	4933	5128	5358	5371
	Hourly	57.33	60.22	62.95	65.77	68.37	71.44	71.61
<b>Grade V</b>	Monthly	9710	10198	10654	11132	11578	12098	12128
	Bi-Weekly	4464	4689	4898	5118	5324	5562	5576
	Hourly	59.52	62.52	65.31	68.24	70.98	74.16	74.35
<b>Grade VI</b>	Monthly	10078	10580	11059	11554	12015	12554	12585
	Bi-Weekly	4634	4865	5084	5312	5525	5772	5786
	Hourly	61.78	64.86	67.79	70.83	73.66	76.96	77.15
<b>Grade VI +5%</b>	Monthly	10582	11109	11612	12132	12616	13182	13214
	Bi-Weekly	4865	5108	5339	5578	5801	6061	6076
	Hourly	64.87	68.10	71.18	74.37	77.34	80.81	81.01
<b>Grade VI +10%</b>	Monthly	11086	11638	12165	12709	13217	13809	13844
	Bi-Weekly	5097	5351	5593	5843	6077	6349	6365
	Hourly	67.96	71.34	74.57	77.91	81.02	84.65	84.87

Above rates include a 5.50% general wage increase and 1.25% COLA.

P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.

**EFFECTIVE APRIL 1, 2024**

**Pharmacist**

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
----------------	----------	----------	----------	----------	----------	----------	-----------

<b>Grade II</b>	Monthly	8379	8807	9201	9616	9998	10444	10471
	Bi-Weekly	3853	4049	4230	4421	4597	4802	4814
	Hourly	51.37	53.99	56.40	58.95	61.29	64.02	64.19
<b>Grade III</b>	Monthly	9372	9840	10282	10748	11176	11677	11707
	Bi-Weekly	4309	4524	4727	4942	5138	5369	5383
	Hourly	57.45	60.32	63.03	65.89	68.51	71.58	71.77
<b>Grade IV</b>	Monthly	9633	10118	10576	11051	11488	12003	12032
	Bi-Weekly	4429	4652	4862	5081	5282	5519	5532
	Hourly	59.05	62.03	64.83	67.75	70.42	73.58	73.76
<b>Grade V</b>	Monthly	10001	10504	10974	11466	11925	12461	12492
	Bi-Weekly	4598	4829	5045	5272	5483	5729	5744
	Hourly	61.31	64.39	67.27	70.29	73.10	76.39	76.58
<b>Grade VI</b>	Monthly	10380	10897	11391	11901	12375	12931	12963
	Bi-Weekly	4772	5010	5237	5472	5690	5945	5960
	Hourly	63.63	66.80	69.83	72.96	75.86	79.27	79.47
<b>Grade VI +5%</b>	Monthly	10899	11442	11961	12496	12994	13578	13611
	Bi-Weekly	5011	5261	5499	5745	5975	6243	6258
	Hourly	66.81	70.14	73.32	76.60	79.66	83.24	83.44
<b>Grade VI +10%</b>	Monthly	11418	11987	12530	13091	13613	14224	14259
	Bi-Weekly	5250	5511	5761	6019	6259	6540	6556
	Hourly	70.00	73.48	76.81	80.25	83.45	87.20	87.41

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

## EFFECTIVE APRIL 1, 2022

Occupational Therapist  
Physiotherapist

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
<b>Grade I to II Phase-In</b>	Monthly	6173	6477	6760	7060	7335	7658	7677
	Bi-Weekly	2838	2978	3108	3246	3373	3521	3530
	Hourly	37.84	39.71	41.44	43.28	44.97	46.95	47.06
<b>Grade II</b>	Monthly	6314	6626	6912	7221	7505	7836	7855
	Bi-Weekly	2903	3047	3178	3320	3451	3603	3611
	Hourly	38.71	40.62	42.37	44.27	46.01	48.04	48.15
<b>Grade III</b>	Monthly	6538	6861	7159	7475	7769	8106	8127
	Bi-Weekly	3006	3155	3292	3437	3572	3727	3737
	Hourly	40.08	42.06	43.89	45.82	47.63	49.69	49.82
<b>Grade IV</b>	Monthly	7292	7648	7991	8337	8666	9049	9071
	Bi-Weekly	3353	3516	3674	3833	3984	4160	4171
	Hourly	44.70	46.88	48.99	51.11	53.12	55.47	55.61
<b>Grade V</b>	Monthly	7561	7935	8283	8649	8989	9389	9413
	Bi-Weekly	3476	3648	3809	3977	4133	4317	4328
	Hourly	46.35	48.64	50.78	53.02	55.10	57.56	57.70
<b>Grade VI</b>	Monthly	7842	8227	8591	8974	9325	9738	9762
	Bi-Weekly	3605	3782	3950	4126	4287	4478	4488
	Hourly	48.07	50.43	52.67	55.01	57.16	59.70	59.84

Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.

P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.

**EFFECTIVE APRIL 1, 2023**

**Occupational Therapist  
Physiotherapist**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
<b>Grade I to II Phase-In</b>	Monthly	6662	6990	7294	7618	7917	8266	8286
	Bi-Weekly	3063	3214	3353	3503	3640	3800	3810
	Hourly	40.84	42.85	44.71	46.70	48.53	50.67	50.80
<b>Grade II</b>	Monthly	6740	7073	7379	7708	8012	8365	8385
	Bi-Weekly	3099	3252	3393	3544	3684	3846	3855
	Hourly	41.32	43.36	45.24	47.25	49.12	51.28	51.40
<b>Grade III</b>	Monthly	6979	7324	7642	7980	8293	8653	8676
	Bi-Weekly	3209	3368	3514	3669	3813	3979	3989
	Hourly	42.78	44.90	46.85	48.92	50.84	53.05	53.19
<b>Grade IV</b>	Monthly	7784	8164	8530	8900	9251	9660	9683
	Bi-Weekly	3579	3754	3922	4092	4253	4442	4452
	Hourly	47.72	50.05	52.29	54.56	56.71	59.22	59.36
<b>Grade V</b>	Monthly	8071	8471	8842	9233	9596	10023	10048
	Bi-Weekly	3711	3895	4065	4245	4412	4608	4620
	Hourly	49.48	51.93	54.20	56.60	58.83	61.44	61.60
<b>Grade VI</b>	Monthly	8371	8782	9171	9580	9954	10395	10421
	Bi-Weekly	3849	4038	4217	4405	4577	4779	4791
	Hourly	51.32	53.84	56.22	58.73	61.02	63.72	63.88

**Above rates include a 5.50% general wage increase and 1.25% COLA.**

**P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.**

**EFFECTIVE APRIL 1, 2024**

**Occupational Therapist  
Physiotherapist**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
Grade II	Monthly	6942	7285	7600	7939	8252	8616	8637
	Bi-Weekly	3192	3350	3494	3650	3794	3962	3971
	Hourly	42.56	44.66	46.59	48.67	50.59	52.82	52.95
Grade III	Monthly	7188	7544	7871	8219	8542	8913	8936
	Bi-Weekly	3305	3469	3619	3779	3927	4098	4109
	Hourly	44.06	46.25	48.25	50.38	52.36	54.64	54.78
Grade IV	Monthly	8018	8409	8786	9167	9529	9950	9973
	Bi-Weekly	3686	3866	4040	4215	4382	4575	4586
	Hourly	49.15	51.55	53.86	56.20	58.42	61.00	61.14
Grade V	Monthly	8313	8725	9107	9510	9884	10324	10349
	Bi-Weekly	3822	4012	4187	4373	4544	4747	4758
	Hourly	50.96	53.49	55.83	58.30	60.59	63.29	63.44
Grade VI	Monthly	8622	9045	9446	9867	10253	10707	10734
	Bi-Weekly	3965	4159	4343	4537	4714	4923	4935
	Hourly	52.86	55.45	57.91	60.49	62.85	65.64	65.80

Above rates include a 2.0% general wage increase and 1.0% COLA.

**EFFECTIVE APRIL 1, 2022**

**Medical Technologist  
Nuclear Medicine Technologist  
Radiological Technologist**

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
----------------	----------	----------	----------	----------	----------	----------	-----------

<b>Grade I to II Phase-In</b>	Monthly	5313	5579	5825	6089	6330	6616	6632
	Bi-Weekly	2443	2565	2678	2800	2910	3042	3050
	Hourly	32.57	34.20	35.71	37.33	38.80	40.56	40.66
<b>Grade II</b>	Monthly	5444	5716	5970	6240	6487	6779	6795
	Bi-Weekly	2503	2628	2745	2869	2983	3117	3125
	Hourly	33.37	35.04	36.60	38.25	39.77	41.56	41.66
<b>Grade III</b>	Monthly	5648	5928	6197	6475	6732	7031	7049
	Bi-Weekly	2597	2726	2849	2977	3095	3233	3241
	Hourly	34.62	36.34	37.99	39.69	41.27	43.10	43.21
<b>Grade IV</b>	Monthly	6057	6362	6645	6949	7222	7539	7558
	Bi-Weekly	2785	2925	3056	3195	3320	3467	3475
	Hourly	37.13	39.00	40.74	42.60	44.27	46.22	46.33
<b>Grade V</b>	Monthly	6771	7111	7432	7761	8074	8433	8454
	Bi-Weekly	3113	3269	3417	3569	3713	3878	3887
	Hourly	41.51	43.59	45.56	47.58	49.50	51.70	51.83
<b>Grade VI</b>	Monthly	7024	7377	7708	8057	8375	8755	8776
	Bi-Weekly	3230	3392	3544	3704	3851	4025	4035
	Hourly	43.06	45.22	47.25	49.39	51.34	53.67	53.80

Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.

P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.

**Disciplines Allied To The Medical Technology Disciplines**

The following disciplines will be classified in accordance with the Medical Technologist definitions and grid levels. They will be slotted to the above wage grid.

**Combined Laboratory/X-Ray Technologist  
Cytotechnologist**

**Diagnostic Technologist**

**Electromyography Technologist**

**Electroneurophysiology Technologist**

**Electronystagmography Technologist**

**Neuromuscular Technologist**

**Visual Function Assessment Unit Technologist**

**EFFECTIVE APRIL 1, 2023**

**Medical Technologist  
Nuclear Medicine Technologist  
Radiological Technologist**

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
----------------	----------	----------	----------	----------	----------	----------	-----------

<b>Grade I to II Phase-In</b>	Monthly	5738	6026	6292	6577	6837	7146	7163
	Bi-Weekly	2639	2771	2893	3024	3143	3286	3293
	Hourly	35.18	36.94	38.57	40.32	41.91	43.81	43.91
<b>Grade II</b>	Monthly	5811	6102	6373	6661	6925	7237	7254
	Bi-Weekly	2672	2806	2930	3062	3184	3327	3335
	Hourly	35.62	37.41	39.07	40.83	42.45	44.36	44.47
<b>Grade III</b>	Monthly	6029	6328	6615	6912	7186	7506	7525
	Bi-Weekly	2772	2909	3041	3178	3304	3451	3460
	Hourly	36.96	38.79	40.55	42.37	44.05	46.01	46.13
<b>Grade IV</b>	Monthly	6466	6791	7094	7418	7709	8048	8068
	Bi-Weekly	2973	3122	3262	3410	3545	3701	3710
	Hourly	39.64	41.63	43.49	45.47	47.26	49.34	49.46
<b>Grade V</b>	Monthly	7228	7591	7934	8285	8619	9002	9025
	Bi-Weekly	3323	3490	3648	3809	3963	4139	4150
	Hourly	44.31	46.53	48.64	50.79	52.84	55.18	55.33
<b>Grade VI</b>	Monthly	7498	7875	8228	8601	8940	9346	9368
	Bi-Weekly	3447	3621	3783	3955	4110	4297	4307
	Hourly	45.96	48.28	50.44	52.73	54.80	57.29	57.43

Above rates include a 5.50% general wage increase and 1.25% COLA.

P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.

**Disciplines Allied To The Medical Technology Disciplines**

The following disciplines will be classified in accordance with the Medical Technologist definitions and grid levels. They will be slotted to the above wage grid.

- Combined Laboratory/X-Ray Technologist**
- Cytotechnologist**
- Diagnostic Technologist**
- Electromyography Technologist**
- Electroneurophysiology Technologist**
- Electronystagmography Technologist**
- Neuromuscular Technologist**
- Visual Function Assessment Unit Technologist**

**EFFECTIVE APRIL 1, 2024**

**Medical Technologist  
Nuclear Medicine Technologist  
Radiological Technologist**

Classification                      1st Year   2nd Year   3rd Year   4th Year   5th Year   6th Year   25th Year

Grade II	Monthly	5985	6285	6564	6861	7133	7454	7472
	Bi-Weekly	2752	2890	3018	3155	3280	3428	3436
	Hourly	36.69	38.53	40.24	42.06	43.73	45.70	45.81
Grade III	Monthly	6210	6518	6813	7119	7402	7731	7751
	Bi-Weekly	2855	2997	3133	3273	3404	3554	3564
	Hourly	38.07	39.96	41.77	43.64	45.38	47.39	47.52
Grade IV	Monthly	6660	6995	7307	7641	7940	8289	8310
	Bi-Weekly	3062	3216	3359	3513	3650	3811	3821
	Hourly	40.83	42.88	44.79	46.84	48.67	50.81	50.94
Grade V	Monthly	7445	7819	8172	8534	8878	9272	9296
	Bi-Weekly	3423	3595	3758	3924	4082	4263	4274
	Hourly	45.64	47.93	50.10	52.32	54.42	56.84	56.99
Grade VI	Monthly	7723	8111	8475	8859	9208	9626	9649
	Bi-Weekly	3551	3729	3896	4073	4234	4426	4436
	Hourly	47.34	49.72	51.95	54.31	56.45	59.01	59.15

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

**Disciplines Allied To The Medical Technology Disciplines**

The following disciplines will be classified in accordance with the Medical Technologist definitions and grid levels. They will be slotted to the above wage grid.

- Combined Laboratory/X-Ray Technologist**
- Cytotechnologist**
- Diagnostic Technologist**
- Electromyography Technologist**
- Electroneurophysiology Technologist**
- Electronystagmography Technologist**
- Neuromuscular Technologist**



**EFFECTIVE APRIL 1, 2022**

**Diagnostic Medical Sonographer  
Magnetic Resonance Imaging Technologist**

Classification      1st Year    2nd Year    3rd Year    4th Year    5th Year    6th Year    25th Year

<b>Grade I to II Phase-In</b>	Monthly	5787	6075	6349	6636	6898	7204	7222
	Bi-Weekly	2661	2793	2919	3051	3172	3312	3320
	Hourly	35.48	37.24	38.92	40.68	42.29	44.16	44.27
<b>Grade II</b>	Monthly	6057	6362	6645	6949	7222	7539	7558
	Bi-Weekly	2785	2925	3056	3195	3320	3467	3475
	Hourly	37.13	39.00	40.74	42.60	44.27	46.22	46.33
<b>Grade III</b>	Monthly	6771	7111	7432	7761	8074	8433	8454
	Bi-Weekly	3113	3269	3417	3569	3713	3878	3887
	Hourly	41.51	43.59	45.56	47.58	49.50	51.70	51.83
<b>Grade IV</b>	Monthly	7024	7377	7708	8057	8375	8755	8776
	Bi-Weekly	3230	3392	3544	3704	3851	4025	4035
	Hourly	43.06	45.22	47.25	49.39	51.34	53.67	53.80

**Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.**

**P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.**

**EFFECTIVE APRIL 1, 2023**

**Diagnostic Medical Sonographer  
Magnetic Resonance Imaging Technologist**

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
----------------	----------	----------	----------	----------	----------	----------	-----------

<b>Grade I to II Phase-In</b>	Monthly	6315	6631	6929	7244	7529	7861	7881
	Bi-Weekly	2903	3049	3186	3331	3461	3614	3623
	Hourly	38.71	40.65	42.48	44.41	46.15	48.19	48.31
<b>Grade II</b>	Monthly	6466	6791	7094	7418	7709	8048	8068
	Bi-Weekly	2973	3122	3262	3410	3545	3701	3710
	Hourly	39.64	41.63	43.49	45.47	47.26	49.34	49.46
<b>Grade III</b>	Monthly	7228	7591	7934	8285	8619	9002	9025
	Bi-Weekly	3323	3490	3648	3809	3963	4139	4150
	Hourly	44.31	46.53	48.64	50.79	52.84	55.18	55.33
<b>Grade IV</b>	Monthly	7498	7875	8228	8601	8940	9346	9368
	Bi-Weekly	3447	3621	3783	3955	4110	4297	4307
	Hourly	45.96	48.28	50.44	52.73	54.80	57.29	57.43

**Above rates include a 5.50% general wage increase and 1.25% COLA.**

**P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.**

**EFFECTIVE APRIL 1, 2024**

**Diagnostic Medical Sonographer  
Magnetic Resonance Imaging Technologist**

Classification		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	25th Year
Grade II	Monthly	6660	6995	7307	7641	7940	8289	8310
	Bi-Weekly	3062	3216	3359	3513	3650	3811	3821
	Hourly	40.83	42.88	44.79	46.84	48.67	50.81	50.94
Grade III	Monthly	7445	7819	8172	8534	8878	9272	9296
	Bi-Weekly	3423	3595	3758	3924	4082	4263	4274
	Hourly	45.64	47.93	50.10	52.32	54.42	56.84	56.99
Grade IV	Monthly	7723	8111	8475	8859	9208	9626	9649
	Bi-Weekly	3551	3729	3896	4073	4234	4426	4436
	Hourly	47.34	49.72	51.95	54.31	56.45	59.01	59.15

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

**Effective April 1, 2022**

**Perfusionist**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>25th Year</b>
Perfusionist, Clinical	Monthly	8578	8731	8890	9048	9210	9377	9401
	Bi-weekly	3944	4014	4088	4160	4235	4311	4322
	Hourly	52.59	53.52	54.50	55.47	56.46	57.48	57.63
Perfusionist, Educator	Monthly	9239	9403	9575	9746	9920	10100	10125
	Bi-weekly	4248	4323	4403	4481	4561	4644	4655
	Hourly	56.64	57.64	58.70	59.75	60.81	61.92	62.07
Perfusionist, Supervisor	Monthly	9589	9759	9937	10115	10296	10482	10508
	Bi-weekly	4409	4487	4569	4651	4734	4820	4832
	Hourly	58.78	59.83	60.92	62.01	63.12	64.26	64.42

**Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.**

**Effective April 1, 2023**

**Perfusionist**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>25th Year</b>
Perfusionist, Clinical	Monthly	9157	9320	9490	9659	9832	10010	10036
	Bi-weekly	4210	4285	4364	4441	4520	4602	4614
	Hourly	56.13	57.13	58.18	59.21	60.27	61.36	61.52
Perfusionist, Educator	Monthly	9863	10038	10221	10404	10590	10782	10808
	Bi-weekly	4535	4616	4700	4784	4869	4958	4970
	Hourly	60.46	61.54	62.66	63.78	64.92	66.10	66.26
Perfusionist, Supervisor	Monthly	10236	10418	10608	10798	10991	11190	11217
	Bi-weekly	4706	4790	4877	4964	5054	5145	5157
	Hourly	62.75	63.87	65.03	66.19	67.38	68.6	68.76

**Above rates include a 5.50% general wage increase and 1.25% COLA.**

**Effective April 1, 2024**

**Perfusionist**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>25th Year</b>
Perfusionist	Monthly	10135	10315	10505	10691	10883	11081	11109
	Bi-weekly	4660	4742	4830	4916	5004	5095	5108
	Hourly	62.13	63.23	64.40	65.54	66.72	67.93	68.10
Perfusionist, Educator	Monthly	10916	11111	11316	11514	11722	11934	11962
	Bi-weekly	5019	5108	5203	5294	5390	5487	5500
	Hourly	66.92	68.11	69.37	70.58	71.86	73.16	73.33
Perfusionist, Supervisor	Monthly	11331	11532	11741	11954	12165	12386	12417
	Bi-weekly	5210	5302	5399	5496	5593	5695	5709
	Hourly	69.46	70.69	71.98	73.28	74.57	75.93	76.12

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

**EFFECTIVE APRIL 1, 2022**

**Paediatric Perfusionist Wage Schedule  
(PHSA – Children's and Women's Health Centre)**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25th Year
Paediatric	Monthly	9218	9382	9554	9724	9898	10078	10103
Perfusionist,	Bi-weekly	4238	4313	4393	4471	4551	4634	4645
Clinical	Hourly	56.51	57.51	58.57	59.61	60.68	61.78	61.93
Paediatric	Monthly	9928	10105	10291	10472	10661	10853	10880
Perfusionist,	Bi-weekly	4565	4646	4732	4815	4901	4990	5003
Educator	Hourly	60.86	61.95	63.09	64.20	65.35	66.53	66.70
Paediatric	Monthly	10305	10488	10678	10872	11064	11265	11293
Perfusionist,	Bi-weekly	4738	4822	4910	4999	5087	5180	5192
Supervisor	Hourly	63.17	64.29	65.46	66.65	67.83	69.06	69.23

**Note: Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.**

**EFFECTIVE APRIL 1, 2023**

**Paediatric Perfusionist Wage Schedule  
(PHSA – Children's and Women's Health Centre)**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25th Year
Paediatric	Monthly	9840	10015	10199	10380	10566	10758	10785
Perfusionist,	Bi-weekly	4524	4604	4689	4772	4858	4946	4958
Clinical	Hourly	60.32	61.39	62.52	63.63	64.77	65.95	66.11
Paediatric	Monthly	10598	10787	10986	11179	11381	11586	11614
Perfusionist,	Bi-weekly	4873	4960	5051	5140	5233	5327	5340
Educator	Hourly	64.97	66.13	67.35	68.53	69.77	71.03	71.20
Paediatric	Monthly	11001	11196	11399	11606	11811	12025	12055
Perfusionist,	Bi-weekly	5058	5147	5241	5336	5430	5529	5543
Supervisor	Hourly	67.44	68.63	69.88	71.15	72.4	73.72	73.90

**Above rates include a 5.50% general wage increase and 1.25% COLA.**

**EFFECTIVE APRIL 1, 2022**

**Radiation Therapist (PHSA – BC Cancer Agency)**

Grid Level                                      1st Year    2nd Year    3rd Year    4th Year    5th Year    6th Year    25th Year

11 to 12	Monthly	6368	6686	6986	7303	7595	7934	7953
Phase-In	Bi-Weekly	2928	3074	3212	3358	3492	3648	3656
	Hourly	39.04	40.99	42.83	44.77	46.56	48.64	48.75
12	Monthly	6525	6849	7154	7483	7775	8127	8147
	Bi-Weekly	3000	3149	3290	3440	3575	3737	3746
	Hourly	40.00	41.99	43.86	45.87	47.66	49.82	49.94
13	Monthly	6771	7111	7432	7761	8073	8433	8454
	Bi-Weekly	3113	3269	3417	3569	3712	3878	3887
	Hourly	41.51	43.59	45.56	47.58	49.49	51.70	51.83
14	Monthly	7024	7377	7708	8057	8376	8753	8775
	Bi-Weekly	3230	3392	3544	3704	3851	4025	4034
	Hourly	43.06	45.22	47.25	49.39	51.35	53.66	53.79
14+5%	Monthly	7373	7743	8091	8459	8793	9190	9213
	Bi-Weekly	3390	3560	3720	3890	4043	4226	4236
	Hourly	45.20	47.47	49.60	51.86	53.90	56.34	56.48

**Note: Above rates include a \$0.25 hourly increase and a 3.24% general wage increase.**

**P1 Salary Structure Phase-In is equal to 33.96% of difference between Base Salary Structure and Target Salary Structure.**

**EFFECTIVE APRIL 1, 2023**

**Radiation Therapist (PHSA – BC Cancer Agency)**

Grid Level                                      1st Year   2nd Year   3rd Year   4th Year   5th Year   6th Year   25th Year

15 to 16	Monthly	7978	8377	8751	9147	9511	9936	9961
Phase-In	Bi-Weekly	3668	3851	4024	4205	4373	4568	4580
	Hourly	48.91	51.35	53.65	56.07	58.30	60.91	61.06
16	Monthly	8080	8484	8863	9264	9631	10060	10085
	Bi-Weekly	3715	3901	4075	4259	4428	4625	4637
	Hourly	49.53	52.01	54.33	56.79	59.04	61.67	61.82
17	Monthly	8380	8804	9205	9615	9995	10440	10466
	Bi-Weekly	3853	4048	4232	4421	4595	4800	4812
	Hourly	51.37	53.97	56.43	58.94	61.27	64.00	64.16
18	Monthly	8696	9139	9550	9977	10373	10839	10866
	Bi-Weekly	3998	4202	4391	4587	4769	4984	4996
	Hourly	53.31	56.02	58.54	61.16	63.59	66.45	66.61
18+5%	Monthly	9131	9596	10028	10476	10892	11381	11409
	Bi-Weekly	4199	4412	4610	4817	5008	5233	5246
	Hourly	55.98	58.83	61.47	64.22	66.77	69.77	69.94

**Above rates include a 5.50% general wage increase and 1.25% COLA.**

**P1 Salary Structure Phase-In is equal to 65.52% of difference between Base Salary Structure and Target Salary Structure.**



**EFFECTIVE APRIL 1, 2024**

**Radiation Therapist (PHSA – BC Cancer Agency)**

Grid Level                      1st Year   2nd Year   3rd Year   4th Year   5th Year   6th Year   25th Year

16	Monthly	8322	8739	9129	9542	9920	10362	10388
	Bi-Weekly	3827	4018	4197	4388	4561	4764	4776
	Hourly	51.02	53.57	55.96	58.50	60.81	63.52	63.68
17	Monthly	8631	9068	9481	9903	10295	10753	10780
	Bi-Weekly	3968	4169	4359	4553	4733	4944	4956
	Hourly	52.91	55.59	58.12	60.71	63.11	65.92	66.08
18	Monthly	8957	9413	9837	10276	10684	11164	11192
	Bi-Weekly	4118	4328	4523	4724	4913	5133	5146
	Hourly	54.91	57.70	60.30	62.99	65.50	68.44	68.61
18 + 5%	Monthly	9405	9884	10329	10790	11218	11722	11752
	Bi-Weekly	4325	4544	4749	4961	5158	5390	5403
	Hourly	57.66	60.59	63.32	66.15	68.77	71.86	72.04

**Above rates include a 2.0% general wage increase and 1.0% COLA.**

## CLASSIFICATION DEFINITIONS

### Definitions

The following definitions will apply throughout the Classification System:

#### Discipline –

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

#### Health Science Professional –

A health care professional function supplementary to Medicine.

#### Instruction –

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

#### Teaching –

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

#### Orientation –

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

#### General Supervision –

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

(Note: This definition is impacted by Appendix 24 – Memorandum of Understanding re: Interim Classification Modifications and Appendix 21 – Classification Redesign Committee.)

#### Clinical Specialist –

An employee designated by the facility as the clinical resource person in a specialized area within a discipline. They utilize 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 Health Science Professional, 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, and to use both qualifications in the course of their work.

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

This is an additional procedure/technique/job function recognized and required by the facility, which necessitates the employee to have additional skill and ability over and above normal entry level. This skill and ability is obtained through either additional qualifications, training or experience.

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

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

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

qualification clause, it will be necessary for the employee to have the qualifications related to the required special procedures.

## **OPERATING INSTRUCTIONS**

### **(1) Determination of Appropriate Grade Level**

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

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

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

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

The reference dates are:

March 31

June 30

September 30

December 31

Or

(b) the total number of hours worked in the department in the three (3) month reference periods noted below divided by 3 x 163.125. (Each reference period is divided by 3 x 163.125 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 Health Science Professional, the second Health Science Professional must be a regular employee.
- (b) The number of staff does not include the Lead Health Science Professional and excluded personnel.
- (c) Where the number of FTE in a department/section exceeds the maximum stated in the Grade VI Classification Definitions by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Grade VI wage rate. In the event of a Grade VI Lead supervising Grade VI section heads who are receiving the additional five percent (5%), the Lead will receive an additional ten percent (10%).
- (d) Where the number of FTEs in a department/section exceeds the maximum stated in the Grade V Speech Language Pathology/Audiology Classification Definitions by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Grade V wage rate. In the event of a Grade V Lead supervising Grade V section heads who are receiving the additional five percent (5%), the Lead will receive an additional ten percent (10%).
- (e) Where the number of FTEs in a department/section exceeds the maximum stated in the Grade IV Diagnostic Medical Sonographer or Grade IV Magnetic Resonance Imaging Technologist Classification Definitions by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Grade IV wage rate. In the event of a Grade IV Lead supervising Grade IV section heads who are receiving the additional five percent (5%), the Lead will receive an additional ten percent (10%).
- (f) 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 Lead Dietitian who supervises two (2) FTE Dietitians in a total staff of twenty-five (25) FTE, would be Grade IV.
- (g) All Grade I positions may be required to demonstrate procedures to other employees and students, from their own and other facilities/agencies.
- (h) 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.
- (i) Differential – Where the Lead Health Science Professional/Section Head is at the same grade level as a subordinate, the Lead/Section Head will be classified at one grade higher. (Note: Where a Grade VI or Grade V Radiological Technologist supervises a Grade IV or Grade III Diagnostic Medical Sonographer or a Grade IV or Grade III Magnetic Resonance Imaging Technologist, for the purposes of classifying the Lead/Section Head Radiological Technologist, they will be treated as though they were

supervising Grade V and/or Grade VI Radiological Technologists, respectively.)

- (j) Employees who have been designated by the facility to be Assistant Department Heads, will be classified two (2) grades below the Lead 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.
- (k) A Technologist who performs special procedures/techniques for the majority of time will be paid at the Grade III level.
- (l) 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.)
- (m) A Health Science Professional who performs additional procedures/techniques/job functions for the majority of time will be paid at the Grade II level.
- (n) A Health Science Professional 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.)
- (o) A Health Science Professional who is required to have formal qualifications in more than one discipline will be paid one grade higher than the grade stated for their job classification.
- (p) A Diagnostic Medical Sonographer who performs ultrasound procedures for the majority of time will be paid at the Grade I level.
- (q) A Diagnostic Medical Sonographer who performs ultrasound procedures for less than the majority of time will be paid at the Grade I 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 Radiological Technologist, Grade II in accordance with the Dual Qualification Clause (e.g., Diagnostic Medical Sonographer/Radiological Technologist).
- (r) A Technologist who performs Medical Resonance Imaging procedures for the majority of time will be paid at the Magnetic Resonance Imaging Technologist Grade I level.

(s) A Technologist who performs Magnetic Resonance Imaging procedures for less than the majority of the time will be paid at the Magnetic Resonance Imaging Technologist Grade I 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 Radiological Technologist Grade II in accordance with the Dual Qualification Clause (e.g., Magnetic Resonance Imaging Technologist/Radiological Technologist).

**(3) Provisions relating only to the Classification of Lead Health Science Professional**

(a) Each Health Science Professional department of the Employer listed in the classification definitions will have one (1) person, the Lead Health Science Professional, slotted to the appropriate grade level.

(b) It is agreed that Section 3(a) will not be applied to those departments where the Lead Health Science Professional has been excluded from the certification, either by a specific ruling by the Labour Relations Board, or by agreement between the union and the Employer concerned. In such cases, the appropriate grade level(s) and wage rate(s) for the most senior ranked health science professional(s) (as determined by the Employer) will be agreed to on an individual basis between the Employer and union.

(c) It is also agreed that Section 3(a) above will not be applied to those departments where a non-health science professional manager is in charge of the department(s) on November 1, 1974. In such departments, the appropriate grade level(s) and wage rate(s) for the most senior ranked health science professional(s) (as determined by the Hospital) will be agreed to on an individual basis between the Hospital and the Health Sciences Association.

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

**DIAGNOSTIC MEDICAL SONOGRAPHER**

**Diagnostic Medical Sonographer Grade I (Grid Level 8 to 9 Phase-in)**

(a) A Diagnostic Medical Sonographer working under the general supervision of another Diagnostic Medical Sonographer.

**Diagnostic Medical Sonographer Grade II (Grid Level 10)**

(a) A Lead 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 up to and including two (2) FTE.

(b) 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 up to and including two (2) FTE

- (c) 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.
- (d) A Diagnostic Medical Sonographer delegated by the facility to be an Assistant to a Grade III (a) or a Grade IV (a) Lead Diagnostic Medical Sonographer or a Grade III (b) Diagnostic Medical Sonographer Section Head.
- (e) A Diagnostic Medical Sonographer employed at a facility where there is no other regular full-time or regular part-time Diagnostic Medical Sonographer employed. (Sole Charge).
- (f) 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 shift or more.
- (g) A Diagnostic Medical Sonographer required to work without general supervision in the department and who may supervise up to and including two (2) FTE (effective first pay period after April 1, 2021).

#### **Diagnostic Medical Sonographer Grade III (Grid Level 13)**

- (a) A Lead 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.
- (b) 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.
- (c) 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.
- (d) A Diagnostic Medical Sonographer delegated by the facility to be an Assistant to a Grade IV (b) Diagnostic Medical Sonographer Section Head.

#### **Diagnostic Medical Sonographer Grade IV (Grid Level 14)**

- (a) A Lead Diagnostic Medical Sonographer delegated by the facility to be responsible for the work/operation of the department, who supervises at least one (1) other Diagnostic Medical Sonographer total staff of more than six (6) FTE.



- (b) 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.
- (c) 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.

## **DIETITIAN**

### **Dietitian Grade I (Grid Level 9 to 11 Phase-in)**

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

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

- (a) The Lead 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) 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-Health Science Professional).
- (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) Lead Dietitian, Grade III (a) Lead 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 Lead 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-Health Science Professional 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) Lead 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 Lead 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) 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-Health Science Professional staff of more than thirty (30) up to and including sixty (60) FTE;
  - or
  - (iii) a Health Science Professional 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-Health Science Professional staff of more than thirty (30) FTE;
  - or
  - (iii) a Health Science Professional staff of more than two (2) FTE Dietitians.
- (d) A Dietitian delegated by the facility to be an Assistant to a Grade VI (a) Lead 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 Lead 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-Health Science Professional staff of more than sixty (60) up to and including eighty (80) FTE;
  - or
  - (iii) a Health Science Professional 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 Lead 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-Health Science Professional staff of more than eighty (80) FTE;
  - or
  - (iii) a Health Science Professional staff of more than ten (10) FTE Dietitians.

#### **HEALTH INFORMATION MANAGEMENT PROFESSIONAL**

##### **Health Information Management Professional Grade I (Grid Level 5 to 7 Phase-in)**

- (a) A Health Information Management Professional working under the general supervision of another Health Information Management Professional.

##### **Health Information Management Professional Grade II (Grid Level 7)**

- (a) A Health Information Management Professional employed at a facility where there is no other regular full-time or regular part-time Health Information Management Professional employed, and who may supervise a total staff of up to and including two (2) FTE. (Sole Charge).
- (b) A Health Information Management Professional 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-Health Science Professional staff).
- (c) A Health Information Management Professional delegated by the facility to provide instruction and/or supervision to students. This applies to a Health Information Management Professional assigned responsibility for a student for one (1) shift or more.
- (d) A Health Information Management Professional delegated by the facility to be an Assistant to a Grade III (a) Lead Health Information Management

Professional, Grade IV (a) Lead Health Information Management Professional or a Grade III (b) Section Head.

- (e) A Health Information Management Professional 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 Information Management Professional 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 Information Management Professional required by the facility to perform additional procedures/techniques/job functions for the majority of time.

**Health Information Management Professional Grade III (Grid Level 8)**

- (a) The Lead Health Information Management Professional delegated by the facility to be responsible for the department, who supervises:
  - (i) at least one (1) other Health Information Management Professional;  
or
  - (ii) a total staff of more than two (2) up to and including four (4) FTE.
- (b) A Health Information Management Professional 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 Information Management Professional 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 Information Management Professional delegated by the facility to be an Assistant to a Grade V (a) Lead Health Information Management Professional, or a Grade IV (b) Section Head.
- (d) A Health Information Management Professional delegated by the facility to provide regional service to other facilities/agencies, for the majority of time.
- (e) A Health Information Management Professional delegated by the facility to be responsible for a permanent evening, permanent night or permanent weekend shift, who supervises at least one (1) Health Information Management Professional or a total staff of more than two (2) up to and including four (4) FTE.
- (f) A Health Information Management Professional delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).

- (g) A Health Information Management Professional 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 Information Management Professional or a total staff of more than two (2) up to and including four (4) FTE.
- (h) A Health Information Management Professional delegated by the facility to be the Clinical Specialist in the specialized area.

**Health Information Management Professional Grade IV (Grid Level 9)**

- (a) The Lead Health Information Management Professional 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 Information Management Professional 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 Information Management Professional 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 Information Management Professional delegated by the facility to be an Assistant to a Grade VI (a) Lead Health Information Management Professional, or a Grade V (b) Section Head.
- (d) A Health Information Management Professional 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 Information Management Professional or a total staff of more than four (4) FTE.
- (e) A Health Information Management Professional 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 Information Management Professional and a total staff of more than three (3) FTE;
  - or
  - (ii) a total staff of more than eight (8) FTE.
- (f) A Health Information Management Professional 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 Information Management Professional or more than four (4) FTE.

- (g) A Health Information Management Professional delegated by the facility to be responsible for research and development work for the majority of time.
- (h) A Health Information Management Professional delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

**Health Information Management Professional Grade V (Grid Level 11)**

- (a) The Lead Health Information Management Professional 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 Information Management Professional 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 Information Management Professional 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 Information Management Professional delegated by the facility to be an Assistant to a Grade VI (b) Section Head.

**Health Information Management Professional Grade VI (Grid Level 12)**

- (a) A Lead Health Information Management Professional delegated by the facility to be responsible for the department, who supervises a total staff of more than thirteen (13) FTE.
- (b) A Health Information Management Professional 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 Information Management Professional and a total staff of more than (13) FTE.

**MAGNETIC RESONANCE IMAGING TECHNOLOGIST**

**Magnetic Resonance Imaging Technologist Grade I (Grid Level 8 to 10 Phase-in)**

- (a) A Magnetic Resonance Imaging Technologist working under the general supervision of another Magnetic Resonance Imaging Technologist.

**Magnetic Resonance Imaging Technologist Grade II (Grid Level 10)**

- (a) A Lead Magnetic Resonance Imaging Technologist delegated by the facility to be responsible for the Magnetic Resonance Imaging Department and who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of up to and including five (5) FTE.



- (b) A Magnetic Resonance Imaging Technologist delegated by the facility to be responsible for the work/operation of a section of the Magnetic Resonance Imaging Department and who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of up to and including five (5) FTE.
- (c) A Magnetic Resonance Imaging Technologist delegated by the facility to perform Magnetic Resonance Imaging procedures who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of up to and including five (5) FTE.
- (d) A Magnetic Resonance Imaging Technologist delegated by the facility to be an Assistant to a Grade III(a) or Grade IV(a) Lead Magnetic Resonance Imaging Technologist or a Grade III(b) Magnetic Resonance Imaging Technologist Section Head.
- (e) A Magnetic Resonance Imaging Technologist employed at a facility where there is no other regular full-time or regular part-time Magnetic Resonance Imaging Technologist employed. (Sole Charge).
- (f) A Magnetic Resonance Imaging 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.
- (g) A Magnetic Resonance Imaging Technologist required to work without general supervision in the department and who may supervise up to and including two (2) FTE.

### **Magnetic Resonance Imaging Technologist Grade III (Grid Level 13)**

- (a) A Lead Magnetic Resonance Imaging Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of more than five (5) up to and including fifteen (15) FTE.
- (b) A Magnetic Resonance Imaging Technologist delegated by the facility to be responsible for the work/operation of a section of the Magnetic Resonance Imaging Department and who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of more than five (5) up to and including fifteen (15) FTE.
- (c) A Magnetic Resonance Imaging Technologist delegated by the facility to perform Magnetic Resonance Imaging procedures who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of more than five (5) up to and including fifteen (15) FTE.

### **Magnetic Resonance Imaging Technologist Grade IV (Grid Level 14)**

- (a) A Lead Magnetic Resonance Imaging Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other

Magnetic Resonance Imaging Technologist and a total staff of more than fifteen (15) FTE.

- (b) A Magnetic Resonance Imaging Technologist delegated by the facility to be responsible for a Section of the Magnetic Resonance Imaging Department and who supervises at least one (1) other Magnetic Resonance Imaging Technologist and a total staff of more than fifteen (15) FTE.

### **MEDICAL TECHNOLOGIST**

#### **Medical Technologist Grade I (Grid Level 6 to 7 Phase-in)**

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

\*Note: A Grade I(a) Combined Laboratory/X-ray Technologist works under the General Supervision of a Medical Technologist or a Radiological Technologist or a Combined Lab/X-Ray 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) Lead Medical Technologist, Grade IV (a) Lead 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.\*

\*Note: A Grade II(e) Combined Laboratory/X-ray Technologist works without the General Supervision of a Medical Technologist or a Radiological Technologist or a Combined Lab/X-Ray Technologist.

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

- (g) A Medical Technologist who has been delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of more than thirty-five (35) FTE.

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

- (a) The Lead 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-Health Science Professional 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.

### **NUCLEAR MEDICINE TECHNOLOGIST**

#### **Nuclear Medicine Technologist Grade I (Grid Level 6 to 7 Phase-in)**

- (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) Lead Nuclear Medicine Technologist, Grade IV (a) Lead 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 Lead 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) Lead 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 Lead 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) Lead 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 Lead Nuclear Medicine Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Nuclear Medicine Technologist and a total staff of more than seven (7) up to and including twelve (12) FTE.
- (b) A Nuclear Medicine Technologist delegated by the facility to be responsible for the work/operation of a section of the department, where that section employs at least two (2) Nuclear Medicine Technologists and where the department has a staff of more than twelve (12) up to and including eighteen (18) FTE.
- (c) A Nuclear Medicine Technologist delegated by the facility to be responsible for research and development work for the majority of time in a laboratory where that laboratory has a staff of more than twelve (12) FTE.
- (d) A Nuclear Medicine Technologist delegated by the facility to be an Assistant to a Grade VI (b) Section Head.
- (e) A Nuclear Medicine Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time and who supervises at least one (1) other Nuclear Medicine Technologist who also provides a regional service.
- (f) A Nuclear Medicine Technologist delegated by the facility to be responsible for the Computer Program in the department for the majority of time, where that department has a staff of more than twelve (12) FTE.

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

- (a) The Lead 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 to 9 Phase-in)**

- (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-Health Science Professional 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) Lead Occupational Therapist, Grade IV (a) Lead 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 Lead 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) Lead 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 Lead 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) Lead 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 Lead 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 Lead 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 to 9 Phase-in)**

- (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-Health Science Professional staff).
- (c) An Orthotist delegated by the facility to be an Assistant to a Grade III (a) Lead Orthotist or Grade IV (a) Lead 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 Lead 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) Lead 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 Lead 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) Lead 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 Lead 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 Lead Orthotist delegated by the facility to be responsible for the Orthotics Department, and who supervises at least one other (1) Orthotist and a total staff of more than ten (10) FTE.

**PHARMACIST**

Note: Graduates of the Hospital Pharmacy Residency Program shall be credited with an additional year of service for increment progression purposes, for each completed year in the Residency Program, i.e., credited with one additional year of service for one completed year and two additional years of service for two completed years. but not to exceed the maximum increment in the grid level.

**Pharmacist Grade I (Grid Level 11 to 12 Phase-in)**

- (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-Health Science Professional 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) Lead Pharmacist, Grade IV (a) Lead 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 Lead 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) Lead 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 Lead 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:
  - (iii) at least one (1) other Pharmacist and a total staff of more than three (3) up to and including eight (8) FTE;
  - or
  - (iv) 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) Lead 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 Lead 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 Lead 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 to 9 Phase-in)**

- (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-Health Science Professional 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) Lead Physiotherapist, Grade IV (a) Lead 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 Lead 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) Lead 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 Lead 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) Lead 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 Lead 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 Lead 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 to 18 Phase-in)**

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.

## **RADIOLOGICAL TECHNOLOGIST**

### **Radiological Technologist Grade I (Grid Level 6 to 7 Phase-in)**

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

### **Radiological Technologist Grade II (Grid Level 7)**

- (a) A Radiological Technologist employed at a facility where there is no other regular full-time or regular part-time Radiological Technologist employed. (Sole Charge).
- (b) A Radiological 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-Health Science Professional staff).
- (c) A Radiological Technologist delegated by the facility to be an Assistant to a Grade III (a) Lead Radiological Technologist, Grade IV (a) Lead Radiological Technologist or a Grade III (b) Section Head.
- (d) A Radiological Technologist delegated by the facility to provide instruction and/or supervision to students. This applies to a Radiological Technologist assigned responsibility for a student for one (1) shift or more.
- (e) A Radiological 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 Radiological Technologist required to work without general supervision in the department and who may supervise up to and including two (2) FTE.
- (g) A Radiological 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 Radiological Technologist required by the facility to perform additional procedures/techniques/job functions for the majority of time.

### **Radiological Technologist Grade III (Grid Level 8)**

- (a) The Lead Radiological Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Radiological Technologist and a total staff of up to and including four (4) FTE.
- (b) A Radiological 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 Radiological 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 Radiological Technologist delegated by the facility to be an Assistant to a Grade V (a) Lead Radiological Technologist or a Grade IV (b) Section Head.
- (d) A Radiological 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 Radiological Technologist or a total staff of more than two (2) up to and including four (4) FTE.
- (e) A Radiological Technologist delegated by the facility to spend the majority of time teaching. (Teaching Supervisor).
- (f) A Radiological 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 Radiological Technologist who is required by the facility to perform special procedures/techniques for the majority of time.
- (h) A Radiological 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 Radiological Technologist or a total staff of more than two (2) up to and including four (4) FTE.
- (i) A Radiological Technologist delegated by the facility to be responsible for the Computer Program in a section of the department for the majority of time.

### **Radiological Technologist Grade IV (Grid Level 10)**

- (a) The Lead Radiological Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Radiological Technologist and a total staff of more than four (4) up to and including thirteen (13) FTE.
- (b) A Radiological 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 Radiological 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 Radiological 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 Radiological Technologist and a total staff of more than four (4) FTE;
  - or
  - (ii) a total staff of more than thirteen (13) FTE.
- (d) A Radiological 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 Radiological 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 Radiological Technologist delegated by the facility to be an Assistant to a Grade VI (a) Lead Radiological Technologist or a Grade V (b) Section Head.
- (g) A Radiological Technologist delegated by the facility to provide a regional service to other facilities/agencies for the majority of time.
- (h) A Radiological Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Radiological Technologist who also performs special procedures/techniques and a staff of up to and including five (5) FTE.
- (i) A Radiological 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 Radiological 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 Radiological Technologist or a total staff of more than four (4) FTE.
- (k) A Radiological 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 Radiological Technologist or a total staff of more than four (4) FTE.

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

- (a) The Lead Radiological Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Radiological Technologist and a total staff of more than thirteen (13) up to and including twenty-five (25) FTE.
- (b) A Radiological 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 Radiological 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 Radiological 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 Radiological 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 Radiological Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Radiological Technologist who also performs special procedures/techniques and a staff of more than five (5) up to and including fifteen (15) FTE.
- (f) A Radiological 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 Radiological Technologist who also provides a regional service.
- (g) A Radiological 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 Radiological Technologist delegated by the facility to be an assistant to a Grade VI(b) or VI(c) Section Head.

### **Radiological Technologist Grade VI (Grid Level 14)**

- (a) The Lead Radiological Technologist delegated by the facility to be responsible for the department, who supervises at least one (1) other Radiological Technologist and a total staff of more than twenty-five (25) FTE.
- (b) A Radiological 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 Radiological Technologist and a total staff of more than twenty-five (25) FTE.



- (c) A Radiological Technologist who is required by the facility to perform special procedures/techniques and who supervises at least one (1) other Radiological Technologist who also performs special procedures/techniques and a staff of more than fifteen (15) FTE.

## **RADIOLOGICAL 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.

**Additional Procedures/Techniques:** Refers to Radiography procedures such as:

OR Procedures, Biliary Lithotripsy, Renal Lithotripsy.

## **RESPIRATORY THERAPIST**

### **Respiratory Therapist Grade I (Grid 7 to 8 Phase-in, effective April 1, 2022) (Grid Level 8 to 9 Phase-in, effective April 1, 2023)**

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

### **Respiratory Therapist Grade II (Grid Level 8) (Grid Level 9, effective April 1, 2023)**

- (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-Health Science Professional 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) Lead Respiratory Therapist, Grade IV (a) Lead 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) (Grid Level 10, effective April 1 2023)**

- (a) The Lead 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) Lead 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) (Grid Level 13, effective April 1, 2023)**

- (a) The Lead 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) Lead 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) (Grid Level 14, effective April 1, 2023)**

- (a) The Lead 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) (Grid Level 15, effective April 1, 2023)**

- (a) The Lead 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 to 12 Phase-in)**

- (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 to 12 Phase-in)**

- (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-Health Science Professional 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) Lead Social Worker, Grade IV (a) Lead 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 Lead 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) Lead 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 Lead 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) Lead 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 Lead 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 Lead 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**

Where the words "Speech Language Pathologists" appear in the text insert "Audiologist" when appropriate.

#### **Speech/Language Pathologist Grade I (Grid 11 to 12 Phase-in)**

- (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-Health Science Professional 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) Lead Speech/Language Pathologist or Grade IV (a) Lead 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 Lead 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) Lead 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 Lead Speech/Language Pathologist delegated by the facility to be responsible for the Speech/Language Pathology Department, who supervises at least one (1) other Speech/Language Pathologist and a total staff of more than two (2) up to and including six (6) FTE.
- (b) A Speech/Language Pathologist delegated by the facility to be responsible for the work/operation of a section of the Speech/Language Department and who supervises:
  - (i) at least one (1) other Speech/Language Pathologist and a total staff of more than two (2) up to and including six (6) FTE;
  - or
  - (ii) a total staff of more than four (4) up to and including ten (10) FTE.
- (c) A Speech/Language Pathologist delegated by the facility to be an Assistant to a Grade V (b) Section Head.
- (d) A Speech/Language Pathologist delegated by the facility to be responsible for research and development work for the majority of time.
- (e) A Speech/Language Pathologist delegated by the facility to be responsible for the Computer Program for the department for the majority of time.

#### **Speech/Language Pathologist Grade V (Grid Level 15)**

- (a) The Lead Speech/Language Pathologist delegated by the facility to be responsible for the Speech/Language Pathology Department, who supervises at least one (1) other Speech/Language Pathologist and a total staff of more than six (6) FTE.
- (b) A Speech/Language Pathologist delegated by the facility to be responsible for the work/operation of a section of the Speech/Language Department and who supervises:
  - (i) at least one (1) other Speech/Language Pathologist and a total staff of more than six (6) FTE;

or

(ii) a total staff of more than ten (10) FTE.

## **APPENDICES**

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

### **APPENDIX 1 – MEMORANDUM OF AGREEMENT**

Re: Occupational Health and Safety Agency for Healthcare

### **APPENDIX 1.1 – MEMORANDUM OF AGREEMENT**

Re: Occupational Health and Safety

### **APPENDIX 1.2 – MEMORANDUM OF AGREEMENT**

Re: Pandemic Information Sharing Forum on Occupational Health and Safety

### **APPENDIX 2 – LETTER OF INTENT**

Re: Employee Assistance Plans

### **APPENDIX 3 – LETTER OF INTENT**

Re: Salary Deferment Leave Plan

### **APPENDIX 4 – MEMORANDUM OF UNDERSTANDING**

Re: PEA Classifications covered by the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists

### **APPENDIX 5 – MEMORANDUM OF AGREEMENT**

Re: Article 19.14 – Leave – Workers' Compensation – Entitlement to Leave

### **APPENDIX 6 – MEMORANDUM OF AGREEMENT**

Re: Article 24.01 – Hours of Work

### **APPENDIX 7 – MEMORANDUM OF AGREEMENT**

Re: Extended Work Day or Extended Work Week

### **APPENDIX 8 – MEMORANDUM OF UNDERSTANDING**

Re: Job Sharing

### **APPENDIX 9 – MEMORANDUM OF UNDERSTANDING**

Re: Overtime Payments

### **APPENDIX 10 – MEMORANDUM OF UNDERSTANDING**

Re: Enhanced Disability Management Program

(Note: includes the Long Term Disability Plan – Effective April 1, 2011)

**APPENDIX 11 – MEMORANDUM OF UNDERSTANDING**

Re: Long Term Disability Plan – Effective August 4, 2006

**APPENDIX 12 – MEMORANDUM OF UNDERSTANDING**

Re: Long Term Disability

**APPENDIX 13 – MEMORANDUM OF UNDERSTANDING**

Re: Return-To-Work Committee

**APPENDIX 14 – MEMORANDUM OF UNDERSTANDING**

Re: Return-To-Work Program

**APPENDIX 15 – MEMORANDUM OF UNDERSTANDING**

Re: New Certifications

**APPENDIX 16 – MEMORANDUM OF UNDERSTANDING**

Re: Provincial Recruitment and Retention Initiatives

**APPENDIX 16.1 – MEMORANDUM OF AGREEMENT**

Re: Provincial Recruitment and Retention

**APPENDIX 17 – MEMORANDUM OF UNDERSTANDING**

Re: Joint Benefits Review Committee

**APPENDIX 18 – MEMORANDUM OF UNDERSTANDING**

Re: Dispute and Arbitration Redesign Committee

**APPENDIX 18.1 – MEMORANDUM OF AGREEMENT**

Re: Expedited Dispute Resolution Process for Short Term Union Leave

**APPENDIX 19 – MEMORANDUM OF UNDERSTANDING**

Re: Seniority Consolidation and Merger of Certifications

**APPENDIX 20 – MEMORANDUM OF UNDERSTANDING**

Re: Geographic Areas

**APPENDIX 21 – MEMORANDUM OF UNDERSTANDING**

Re: Classification Redesign Committee

**APPENDIX 21.1 – MEMORANDUM OF AGREEMENT**

Re: HSPBA Classification Redesign – Interim Agreement

**APPENDIX 21.2 – MEMORANDUM OF UNDERSTANDING**

Re: HSPBA Classification Redesign Completion and Implementation

**APPENDIX 21.3 MEMORANDUM OF UNDERSTANDING**

Re: Hospital Pharmacy Residency Program Note

**APPENDIX 22 – MEMORANDUM OF UNDERSTANDING**

Re: Joint Classification Committee

**APPENDIX 23 – MEMORANDUM OF UNDERSTANDING**

Re: Classification System Implementation

**APPENDIX 24 – MEMORANDUM OF UNDERSTANDING**

Re: Interim Classification Modifications

**APPENDIX 25 – MEMORANDUM OF UNDERSTANDING**

Re: Multi-Employer Steward

**APPENDIX 26 – MEMORANDUM OF UNDERSTANDING**

Re: Early Accommodation Measures for Employees

**APPENDIX 27 – MEMORANDUM OF UNDERSTANDING**

Re: Transition to 37.5 Hour Work Week

**APPENDIX 28 – MEMORANDUM OF UNDERSTANDING**

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

**APPENDIX 28.1 – MEMORANDUM OF UNDERSTANDING**

Re: Professional Bodies Fee Fund

**APPENDIX 29 – MEMORANDUM OF UNDERSTANDING**

Re: Disability Management Representatives

**APPENDIX 30 – MEMORANDUM OF UNDERSTANDING**

Re: EDMP Representatives

**APPENDIX 30.1 – MEMORANDUM OF UNDERSTANDING**

Re: EDMP Expenses and Joint Education

**APPENDIX 31 – MEMORANDUM OF UNDERSTANDING**

Re: Expedited Arbitration Process for Classification

**APPENDIX 32 – LETTER OF UNDERSTANDING**

Re: Early Retirement Incentive Benefit

**APPENDIX 33 – LETTER OF UNDERSTANDING**

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

**APPENDIX 34 – LETTER OF AGREEMENT**

Re: Professional Development Fund

**APPENDIX 35 – LETTER OF AGREEMENT**

Re: Joint Strategic Partnership Committee

**APPENDIX 35.1 – MEMORANDUM OF AGREEMENT**

Re: Health Sciences Strategic Relations Committees (the “Committees”)

**APPENDIX 36 – LETTER OF AGREEMENT**

Re: Compensation Bargaining Comparability

**APPENDIX 36.1 – LETTER OF UNDERSTANDING**

Re: Public Sector General Wage Increases

**APPENDIX 36.2 – MEMORANDUM OF AGREEMENT**

Re: Public Sector General Wage Increases

**APPENDIX 37 – LETTER OF AGREEMENT**

Re: Economic Stability Dividend

**APPENDIX 37.1 – MEMORANDUM OF AGREEMENT**

Re: Cost of Living Adjustment

**APPENDIX 38 – LETTER OF AGREEMENT**

Re: Health and Welfare Benefits

**APPENDIX 39 – LETTER OF AGREEMENT**

Re: PharmaCare Tie-In

**APPENDIX 40 – MEMORANDUM OF AGREEMENT**

Re: Working Group on Workload

**APPENDIX 41 – MEMORANDUM OF AGREEMENT**

Re: Days Of Cultural Or Religious Significance Pilot Project Working Group

**APPENDIX 42 – MEMORANDUM OF AGREEMENT**

Re: Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees

**APPENDIX 43 – MEMORANDUM OF AGREEMENT**

Re: Recruitment and Retention of Indigenous Workers

**APPENDIX 44 – MEMORANDUM OF AGREEMENT**

Re: Provincial Indigenous Specific Anti – Racism “ISAR” Committee

**APPENDIX 45 – MEMORANDUM OF AGREEMENT**

Re: Joint Provincial Health Human Resources Coordination Centre (PHHRCC) – Bargaining Association Consultation Forum

**APPENDIX 46 – MEMORANDUM OF AGREEMENT**

Re: Diversity, Equity and Inclusion Working Group

**APPENDIX 47 – MEMORANDUM OF AGREEMENT**

Re: Gender Diversity & Inclusion

**APPENDIX 48 – MEMORANDUM OF AGREEMENT**

Re: Forensic Psychiatric Hospital Premium

**APPENDIX 49 – MEMORANDUM OF AGREEMENT**

Re: Employee Q.N.R.

**APPENDIX 50 – MEMORANDUM OF AGREEMENT**

Re: Dual Qualification

**ATTACHMENT A**

Worksites

## **APPENDIX 1 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Occupational Health and Safety Agency for Healthcare**

The parties agree that since its inception, the Occupational Health and Safety Agency has contributed in part to the reduction of injury rates in the Health Care Sector, and subsequent savings in WCB premiums paid by the sector;

The parties agree that the Occupational Health and Safety Agency is the primary forum to discuss Health Care Sector OH&S issues and solutions, e.g., health and safety practices, safe workloads, promotion of safe work practices, early safe return to work, safe work environments, healthy workforces;

The parties further agree that the joint bipartite governance model of the Occupational Health and Safety Agency has been successful;

The parties agree to work cooperatively so that the Occupational Health and Safety Agency for Healthcare is able to continue its work and mandate.



## APPENDIX 1.1 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Provincial Occupational Health and Safety**

The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites, throughout the healthcare sector.

The parties acknowledge the need for a provincially coordinated and integrated effort to improve the health and safety of health care workers and to establish systems to implement the shared objectives below:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- Support the adoption of leading (best) practices, programs or models;
- Facilitate co-operation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees;
- Share information, data, and experience across the sector;
- Improve awareness of and compliance with *Workers’ Compensation Act*, Occupational Health and Safety Regulation and relevant physical and psychological standards; and
- Support the implementation of the Canadian Standards Association (CSA) Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And whereas the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to

influence, invest in and support province wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency;
- Evidence based decision making; and
- Accountability/Commitment (Compliance).

Therefore, the parties agree as follows:

1. The parties commit to support occupational health and safety projects and the above objectives that have been initiated by SWITCH BC. Examples of these projects include the OHS Resource Centre and Provincial Violence Prevention Curriculum (PVPC).
2. The parties will assist SWITCH BC in securing sources of ongoing funding.
3. HEABC will contribute a sum of \$250,000 per annum to HSPBA for occupational health and safety initiatives. The HSPBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by the SWITCH BC, or the HSPBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the HSPBA.

## APPENDIX 1.2 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Pandemic Information Sharing Forum on Occupational Health and Safety

The parties acknowledge the hard work of employees, Employers and Unions in responding to the COVID-19 pandemic.

Throughout the COVID-19 pandemic, the parties recognized the value of collaboration and cooperation, and convened a provincial occupational health and safety forum to share information and address provincial-level pandemic OHS issues as they arose.

The parties acknowledge the importance of learnings from the previous public health emergencies, such as those outlined in the 2003 Ontario SARS Commission final report.

The parties acknowledge the importance of providing timely information to employees and JOHSC.

Accordingly, the parties agree to establish a pandemic information sharing forum (the “forum”) where a public health emergency is declared by the Government of British Columbia that creates a health risk for a significant number of employees.

The forum will consist of one (1) representative from each participating bargaining associations, HEABC, Employer representatives, and a senior representative from Ministry of Health. The forum may also include a representative from Doctors of BC, WorkSafeBC or other relevant groups as agreed by the participants.

The purpose of the forum is to promote information sharing related to pandemic occupational health and safety matters, with the following principles:

- Open, transparent and respectful communications
- Focus on provincial level issues
- Interest based approach

The forum will determine the meeting frequency.

**APPENDIX 2 – LETTER OF INTENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Employee Assistance Plans**

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

**APPENDIX 3 – LETTER OF INTENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Salary Deferment Leave Plan**

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

## APPENDIX 4 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

**Re: PEA Classifications covered by the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists**

Effective ninety (90) days following the ratification of the Collective Agreement Employers shall review all positions matched in the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists and classify them according to the Paramedical Classification system.

Classifications shall be effective one hundred and twenty (120) days following ratification of the Collective Agreement.

No employee shall receive a reduction in salary as a direct result of this implementation process. Employees, who are incumbent in a position that is matched to a classification whose wage rate is less than that of the employee's wage rate, will have their wage rate frozen until such time as the position's established wage rate meets or exceeds the employee's frozen wage rate.

Any outstanding classification grievance in relation to employees covered by this memorandum as of the date of implementation will be resolved based on this memorandum on a going forward basis from the effective date of the classification.

Notwithstanding the above, employees who disagree with reclassification resulting from this review may initiate a classification grievance in accordance with the Collective Agreement.

Upon implementation of this memorandum, any and all superior benefits are eliminated except for the following:

- Leave of Absence, Sick Leave, Special Leave and Accrued Time Off Banks;
- Self Funded Leave for employees enrolled as a participant prior to February 1, 1999; and

- LTD for those employees on LTD or in the LTD waiting period as at April 1, 1999.

## **APPENDIX 5 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Article 19.14 – Leave – Workers' Compensation – Entitlement to Leave**

Additional shifts worked by part-time employees, shift and weekend premiums, and statutory holiday premiums (in accordance with the three arbitration awards listed below) shall be taken into account when calculating 'regular net take-home wages':

- Surrey Memorial Hospital -and- BCNU; Donald Munroe; April 1, 1996.
- Peace Arch Hospital -and- BCNU; Mervin Chertkow; December 2, 1997.
- Vancouver Hospital and Health Sciences Centre -and- BCNU; Donald Munroe; January 28, 1998.

In addition, the parties agree to apply the following arbitration award:

- Royal Columbian Hospital -and- Nurses' Bargaining Association; Dalton Larson; February 10, 2001.

## APPENDIX 6 – MEMORANDUM OF AGREEMENT

between

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

and

**THE ASSOCIATION**

**Re: Article 24.01 – Hours of Work**

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

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

The process for dealing with such changes is as follows:

- (1) The Employer must give the affected employees a clear and detailed outline of what it wishes to do;
- (2) The Employer must have good reason(s) for making the proposal in the first place, and it must express the reason(s) to the affected employees and be prepared to engage in dialogue with respect thereto;
- (3) The Employer must invite a reply from the affected employees in the work unit and it must give the employees reasonable opportunity to formulate a reply and make their own proposal(s);
- (4) The Employer must give bona fide consideration to any proposals which the employees in the work unit might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives;
- (5) Within this framework, the Employer must make every reasonable effort to secure mutual agreement; and
- (6) The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision of the Collective Agreement.

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

The procedure for the final offer selection shall be:



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

## APPENDIX 7 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

(on behalf of its members)

and

THE ASSOCIATION

**Re: Extended Work Day or Extended Work Week**

The purpose of this Memorandum of Agreement is to vary certain terms of the April 1, 2004 – March 31, 2006 Collective Agreement to provide for the introduction of the extended work day or extended work week.

With the exception of the specific variations set forth in this Memorandum all other conditions and terms of the Collective Agreement shall remain in full force and effect. Notwithstanding the specific variations contained herein, no employee covered by the Memorandum shall receive less than they would have received under the terms of the Collective Agreement in force, including amendments thereto which may occur from time to time.

This Memorandum will continue to be in effect until terminated by either party, or until a new Memorandum is prepared to coincide with a new Collective Agreement, whichever occurs sooner.

Either party may terminate this Memorandum after serving thirty (30) calendar days' written notice to the other party of its intention to terminate.

### **Article 1 – Definitions**

**Overtime** – means authorized services performed by an employee in excess of scheduled daily full shift hours or weekly full shift hours as set out in the Paramedical Professional Bargaining Association/HEABC Application for Extended Hours and agreed to by the employees and their representative (the Union) and the Employer and its representative (HEABC).

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

## **Article 13 – Severance Allowance**

### **13.01 Severance Allowance**

Employees with ten (10) years of service (other than those mentioned in item (c) below) will be entitled to 37.5 hours of pay for every two (2) years of service to a maximum of 750 hours' pay.

In the calculation of severance allowance, hours worked between the first pay period prior to September 30, 1993 and the first pay period prior to September 1, 2013, will be based on a 36 hour work week.

## **Article 17 – Leave – Education**

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

- (a) The Employer will grant up to a maximum of 37.5 hours education leave of absence with pay per agreement year.

The Employer shall grant 7.5 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 7.5 paid hours off as a holiday. For shifts longer than seven point five (7.5) 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 seven point five (7.5) hours worked and shall receive another seven point two seven point five (7.5) paid hours off as a holiday. For shifts longer than seven point five (7.5) 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 37.5 hours per week over the period of weeks in the rotation.

**24.05** A minimum meal period of one-half (½) hour shall be provided during each shift of less than ten (10) hours. Two (2) meal periods of one-half (½) hour shall be provided during each shift of ten (10) hours or more.

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

- (i) The employee is scheduled to work ten (10) hours or more and receives two meal periods (of 30 minutes each, exclusive of the shift hours), then the employee shall receive one hour of straight time pay.
- (ii) The employee is scheduled to work ten (10) hours or more and does not receive the two meal periods, exclusive of the shift, then the employee shall receive regular pay for the shift worked plus sixty (60) minutes pay at time and one-half (1.5) the regular pay.

If an employee is directed by the Employer to remain at their 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**

### **25.03.1 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 7.5 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 7.5 hours worked after the scheduled hours per week (as outlined in the Union/HEABC Extended Hours Application).

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

## **Article 27 – Shift Premium**

### **27.01 Shift Premium**

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

## **APPENDIX 8 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Job Sharing**

### **Article 1 – Preamble**

- 1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Employer and participating employees within the framework of this Memorandum of Understanding. Participating employees will agree upon the job sharing arrangement, including:
  - the FTE for each participant,
  - schedule assigned to each participant,
  - vacation coverage,
  - short notice leave (such as sick, special and compassionate leave) coverage, and
  - the assignment of Statutory Holidays.

This agreement must be signed by participating employees and approved by the Employer before a job sharing arrangement can be implemented.

- 1.3 It may be to the advantage of the parties to initiate job sharing agreements in circumstances such as:
  - Avoiding the potential loss of a valuable employee whose circumstances prevent them from working full-time;
  - Maintaining a mix of backgrounds/experience that will enhance the operation.

## **Article 2 – Participation**

- 2.1 The parties recognize that involvement in job sharing is voluntary for all parties and at the discretion of the Employer.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).
- 2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.

Job sharers will be within the same department and classification except where the Employer and the Union agree in good faith.

- 2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3, above.
- 2.5 For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 10.03.

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

- 3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement.
- 3.3 If one job sharing partner decides to discontinue participating in a job share, the employee must give thirty (30) days notice and the employee will then post into another regular position, revert to casual, or resign.

The Employer will post a notice within the department to determine interest in filling the vacated portion of the job share. Should more than one qualified employee wish to assume this vacated portion of the job share, the selection shall be on the basis of seniority.

Should no qualified employee wish to participate in the job share the remaining employee shall be given the first opportunity to assume the position on a full-time basis. If the employee does not wish a full-time position then the employee would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.

- 3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position.

The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.

Should the displaced employee have been regular full-time immediately prior to the job share, a comparable job will be defined as a regular full-time position for the purpose of internal options. Such employees can opt to define a comparable job as  $\pm .2$  of their FTE component of the job share. In either case, such employees' hours will be maintained only to the level the employee worked in the job share.

- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.
- 3.6 Either party may cancel this Memorandum on sixty (60) days' notice.

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

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- 4.2 Job descriptions for the job sharing partners will be identical.
- 4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
- 4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

#### **Article 5 – Benefits**

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



## APPENDIX 9 – MEMORANDUM OF UNDERSTANDING

between

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

and

**THE ASSOCIATION**

### **Re: Overtime Payments**

The following is an interpretation regarding certain circumstances which may arise under this Provincial Agreement.

#### **Article 25.03(a)**

- (1) provides for time and one-half (1.5) rates for the first two hours worked in excess of the full regularly scheduled work hours per day, except as provided in Article 25.03(c).
- (2) provides for time and one-half (1.5) rates for the first 7.5 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 7.5 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 7.5 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 7.5 hour or greater day, and full scheduled hours per week refers to 37.5 hours per week, or the equivalent on the schedule.

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

- (1) provides for one and one-half (1.5) times the appropriate holiday rate for all hours worked on a calendar statutory holiday.
- (2) provides for one and one-half (1.5) times the appropriate holiday rate for all overtime hours worked on a day which has originally been scheduled as a statutory holiday, but was changed by the Employer with less than fourteen (14) calendar days advance notice.

### **Article 27.02**

Day(s) off shall not be rescheduled with less than fourteen (14) calendar days advance notice except as follows:

- (a) by mutual agreement between the employee and the Employer, or
- (b) to accommodate a permanent schedule change (a duration of more than fourteen calendar days).

Regular part-time employees shall receive scheduled days off as per Article 24.08.

### **Article 28.02**

A regular employee called back to work, shall be paid a minimum of two (2) hours at double time (2x) rates. 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 7.5 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 five (7.5) hours worked in excess of forty-five (45) hours during the six day week and for the first seven point five (7.5) hours worked in excess of thirty (30) hours during the four day week.

Article 25.03(b)(2) must be modified to reflect double time for hours in excess of fifty-two point five (52.5) hours during the six day week, and

for hours worked in excess of thirty-seven point five (37.5) during the four day week.

- (ii) employees working on a 10-4 schedule must average their time over a fourteen calendar day period in order to accumulate the required hours for the payment of double time.

Article 25.03(a)(2) must be modified to reflect time and one-half (1.5 x) rates for the first seven point five (7.5) hours in excess of seventy-five (75) hours except as provided in Article 25.03(b)(3).

Article 25.03(b)(2) must be modified to reflect double time (2 x) rates for all hours in excess of eighty-two point five (82.5).

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

# APPENDIX 10 – MEMORANDUM OF UNDERSTANDING

between

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

(on behalf of its members)

and

**THE ASSOCIATION**

**Re: Enhanced Disability Management Program**

## **Section A – General Principles and Application**

The purpose of the Enhanced Disability Management Program (EDMP) is to facilitate an employee-centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

Employees who participate in the program will benefit from a holistic Case Management Plan (CMP) that may include medical intervention, transitional work (TW), a graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining.

### **1. Elements of the EDMP**

- 1.1 A CMP will be developed for all employees who participate in the EDMP and will include milestones and expected outcomes. An employee's CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and the likelihood of a return to work. The CMP is intended to provide early, appropriate and on-going support for ill or injured employees. The EDMP process sets out regular reviews and monitoring of individuals and is intended to provide a more seamless process for employees returning to work or requiring support from the Long Term Disability (LTD) Plan while in receipt of benefits.
- 1.2 The LTD Plan is available to employees who meet the LTD eligibility requirements. In circumstances where the employee's absence results in an employee receiving an LTD benefit, this benefit will be part of the employee's EDMP.
- 1.3 The EDMP shall be made up of this Appendix, the Policies and Procedures, and the Case Management Dispute Resolution Process. The Policies & Procedures document can be updated, as necessary, by the Provincial Steering Committee (PSC).

## **2. Effective Date**

2.1 The EDMP is effective April 1, 2011.

2.2 The EDMP shall address all phases of the disability management process and will replace existing Collective Agreement provisions related to early intervention, long term disability and early safe return to work for all employees with a date of disability on or after April 1, 2011. Unless otherwise mutually agreed by the parties, existing collective agreement provisions related to early intervention, long term disability and early safe return to work will continue to apply to employees with a date of disability prior to April 1, 2011.

## **3. Goals**

### **The Goal of EDMP is to:**

- Provide early, appropriate and on-going support so that ill/injured employees maintain their connection with the workplace and return to work in a safe and timely manner.
- Provide support to employees who are struggling at work when participation in this program could reasonably prevent the employee from being off work.
- Provide appropriate, caring, professional case management of the ill/injured employee's medical, personal, workplace and vocational issues to facilitate a timely return to work.
- Promote a safe, accessible and healthy workplace.
- Encourage health promotion and employee wellness.
- Reduce the cost of sick, long term disability (LTD) and Workers Compensation Board (WCB) leaves.

## **4. Overriding Principles**

- Improvements in disability management processes will be jointly developed and administered.
- Disability management is intended to facilitate early intervention, effective rehabilitation, stay at work and early return to work programs.
- Reasonably addresses barriers to return to work – medical, personal, vocational and/or workplace.
- Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled.

- Prevention and disability management processes will be evidence based, continuous and integrated.
- EDMP processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment.
- Regular employees who are off work with a work related illness/injury or who are off work for a non-work related illness/injury for five (5) consecutive shifts are required to participate in the program unless the employee has a bona fide reason to decline.
- All medical accommodations must go through EDMP.
- EDMP will be compliant with legislation and regulations (e.g. *Workers' Compensation Act*, human rights legislation, including duty to accommodate and privacy laws), and the Collective Agreement.
- Confidential medical information will be protected.
- Disability management is most effective when delivered as close to the workplace as possible.
- An effective system-wide evaluation will be implemented. This requires the development of a framework, determining key metrics and identifying the frequency of data sharing.
- Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required.

## **5. Governance and Administration**

### 5.1 Provincial Steering Committee (PSC)

5.1.1 The PSC will be made up of 6 (six) representatives of HEABC and its members, and 6 (six) representatives of the Association.

5.1.2 The PSC will be the governing body and will carry out its roles and functions in accordance with the EDMP, and will establish a sufficient number of Working Groups to oversee the day to day operation of the program.

### 5.2 Working Group Participation

5.2.1 The Union and the Employer will appoint an equal number of representatives.

## **6. Standard Practices**

6.1 The EDMP will be administered in a manner consistent with the Collective Agreement and the policies and procedures developed by the PSC.

- 6.2 In the event the Employer uses a third party to provide EDMP services, the Employer will ensure that the third party fulfills its role in a manner consistent with the EDMP. The Employer will ensure that the necessary service level standards are in place with the third party provider.

## **7. Evaluation**

- 7.1 The parties agree to conduct evaluations in accordance with the established framework.

## **8. Provision of Services**

- 8.1 EDMP will provide appropriate services at no cost to the employee, including the cost of obtaining Occupational Functional Assessments (OFAs).

## **9. Dispute Resolution Process**

- 9.1 All case management disputes shall be resolved in accordance with the Case Management Dispute Resolution Process.
- 9.2 All other disputes concerning the interpretation, application, operation or any alleged violation of the EDMP are subject to the grievance and arbitration procedure set out in the Collective Agreement.

## **10. Privacy**

- 10.1 Confidentiality and the right to privacy protection is an important guiding principle of the EDMP. Confidentiality policies will be developed by the PSC including rules regarding what information is collected, from whom and under what circumstances it is shared, and where and for how long it is stored.

## **11. Case Management**

- 11.1 Eligible employees will benefit from a holistic CMP that may include medical intervention, transitional work, graduated return to work, workplace modifications, vocational rehabilitation, and/or retraining. All CMPs will be developed in accordance with the EDMP. The CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and likelihood of a return to work.
- 11.2 Upon successful completion of a CMP and being deemed as fit to return to work, an employee will return to their own job unless it is identified in the CMP that an employee cannot return to their own job and requires a medical accommodation. The employee's ongoing limitations and restrictions will be communicated to their Employer.
- 11.3 Within two (2) weeks of receipt of the employee's limitations and restrictions and confirmation that the employee is fit to return to work, the will contact the employee and the Union to discuss possible accommodation options.

11.4 Within four (4) weeks of receiving the employee's limitations and restrictions and confirmation that the employee is fit to return to work, the Employer will offer the employee transitional work consistent with their limitations and restrictions, or must begin paying the employee at their pre-disability rate of pay and FTE. Where an employee's limitations and restrictions require that the employee works a lower FTE than their pre-disability FTE, or complete a Graduated Return to Work, the employee will be paid for the hours that the employee is cleared to work. Transitional work may include modified duties, access to education funds to upgrade skills, and/or special projects.

11.5 For employees in receipt of long-term disability benefits, transitional work set out in Section A – 11.4, will be considered rehabilitative employment and will be paid according to Section B – 15.

11.6 An employee who cannot return to their own job will be an automatic candidate for all vacancies with the Employer and shall have the ability to bump under the collective agreement for positions that the employee is qualified and capable of performing, within their limitations and restrictions.

## **12. Request for Leave while engaged in a CMP**

12.1 Employees who are engaged in a CMP may request leave on a day that they are scheduled to work. Leaves will be granted and paid in accordance with the Collective Agreement (see Section B 16.1 for employees in receipt of LTD Benefits).

## **13. Graduated Return to Work (GRTW)**

13.1 A Graduated Return to Work (GRTW) supports an employee through a time limited gradual increase in hours and/or duties to return to their own job or suitable alternate position.

13.2 Participation in a GRTW is contingent upon clearance from the appropriate medical professional. The GRTW shall be considered as part of the treatment/rehabilitation process under the EDMP. All employees engaged in a GRTW shall be supernumerary.

13.3 A written GRTW for the employee will include:

13.3.1 An overview of the employee's GRTW, including its expected outcome and end date, and

13.3.2 The number of phases, their duration and the number of hours to be worked per shift in each phase.

## **14. Wages and Benefits on a GRTW as part of a CMP**

14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.



- 14.2 Benefits under Article 34 are reinstated on commencement of a GRTW and continue while the employee is actively participating in the program.
- 14.3 All other benefits of the Collective Agreement accrue on a proportionate basis (see Section B17 for employees in receipt of LTD benefits).

## **Section B – Long Term Disability (LTD) Plan**

### **1. Eligibility**

- 1.1 Based on the probationary period for regular full-time employees, upon completion of three (3) months of continuous employment, regular full-time and regular part-time employees (except for casual employees appointed to temporary positions or temporary vacancies), become members of the Long Term Disability (LTD) Plan as a condition of employment.
- 1.2 The Employer will deduct premiums in accordance with Article 34.05 from each eligible employee. The premium will be a percentage of straight time wages, as determined by the HBT/underwriter. The HBT/underwriter will provide the Employer and the Association with reasonable notice of changes to the premium.
- 1.3 In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2011 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.
- 1.4 Total Disability, as used in this LTD Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit. (See Section B – 6 – Residual Monthly Disability Benefit of this Appendix)

Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses.

- 1.5 During a period of total disability an employee must be under the regular care of a medical doctor and participating and cooperating in a reasonable and customary treatment program.

### **2. Exclusions from Coverage**

- 2.1 The LTD Plan does not cover total disabilities resulting from:

- 2.1.1 war, insurrection, rebellion, or service in the armed forces of any country;
- 2.1.2 voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;
- 2.1.3 intentionally self-inflicted injuries or illness.

### **3. Application for LTD Benefits**

- 3.1 A written application under the LTD plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from the LTD Plan or as soon thereafter as is reasonably possible. Failure to apply within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required application within such time, provided the application is sent no later than six (6) months from the time the application is otherwise required.

### **4. Waiting Period/Transition to LTD**

- 4.1 Employees who still have unused sick leave credits after the waiting period when the long term disability benefit becomes payable shall have the option of:
  - 4.1.1 using sick leave credits to top up the long term disability benefit; or
  - 4.1.2 banking the unused sick leave credits for future use.
- 4.2 Employees who will be eligible for benefits under the LTD Plan shall not have their employment terminated. Following expiration of their sick leave credits and/or any other paid leaves to which they are entitled, they shall be placed on unpaid leave of absence until receipt of LTD benefits.
- 4.3 Employees who have a CMP and participate in transitional work, a graduated return to work or an accommodation during the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.
- 4.4 An employee who has been granted any unpaid leave of absence totalling less than twenty-one (21) days in any year (including time while in receipt of LTD) shall continue to accumulate all benefits.
- 4.5 An employee shall not accumulate benefits from the twenty-first (21st) day of unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave (see Article 22 of the Collective Agreement).
- 4.6 Upon expiration of an unpaid leave an employee shall receive credit for previously earned benefits and shall resume accumulating benefits.

## **5. LTD Benefits**

- 5.1 Provisions set out under Section B 4.4, 4.5 and 4.6 apply to employees in receipt of LTD benefits.
- 5.2 Medical, Extended Health and Dental – Employees on long term disability who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totalling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, Extended Health and Dental benefit plan coverage. The premiums will be cost shared by the Employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis.
- 5.3 Pension – Employees on long term disability shall be considered employees for the purposes of pension in accordance with the Municipal or the Public Service Pension Plan Rules, as applicable.
- 5.4 Group Life Insurance – Employees on long term disability shall have their group life insurance and AD&D premiums waived and their coverage continued.
- 5.5 LTD Premiums – LTD premiums shall be waived while an employee is in receipt of a disability benefit from the LTD Plan.
- 5.6 Totally disabled employees shall receive a benefit equal to seventy percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$5298 or sixty six and two thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The \$5298 level is to be increased annually by the increase in the weighted average wage rate for employees under the Collective Agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD Plan.

- 5.7 The benefit is taxable.
- 5.8 In the event that the LTD benefit falls below the amount set out in Section B 5.6 above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$5298 or sixty six and two thirds percent (66-2/3%) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$5298 figure will be adjusted as set out in Section B 5.6 above).

- 5.9 For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.
- 5.10 The LTD benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for and begins receiving the Early Retirement Incentive Benefit, whichever occurs first.
- 5.11 Employees are not to be terminated for non-culpable absenteeism while in receipt of long term disability benefits.

## **6. Residual Monthly Disability Benefit**

- 6.1 The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of the rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's monthly long term disability net of offsets benefit and the percentage difference between the eighty-five percent (85%) of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.

Example:

- a. Monthly long term disability net of offsets benefit = \$1000.00 per month
- b. 85% rate of pay at date of disability = \$13.60 per hour
- c. 70% of current rate of pay = \$12.12 per hour
- d. percentage difference  $[(b/c) - 1] = 12.2\%$
- e. Residual Monthly Disability Benefit  $(a \times d) = \$122.00$

## **7. Integration with other Disability Income**

- 7.1 In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder

that caused them to be eligible to receive benefits from this Plan, the benefits from this LTD Plan shall be reduced by one hundred percent (100%) of such other disability income.

- 7.2 If other disability income is available to the employee, they must apply for this income prior to receiving LTD benefits. Other disability income shall include but is not limited to:
- 7.2.1 any amount payable under any *Workers' Compensation Act* or law or any other legislation of similar purpose; and
  - 7.2.2 any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
  - 7.2.3 any amount of disability income provided by a compulsory act or law; and
  - 7.2.4 any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled had they applied for such a benefit; and
  - 7.2.5 any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.
- 7.3 Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.
- 7.4 If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid.
- 7.5 The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates (Reference Section B – 5.8).

## **8. LTD Plan Early Retirement Incentive Provision**

- 8.1 The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement,

regardless of when the early retirement incentive provision is activated (Reference Appendix 32).

- 8.2 An employee under this Agreement who is:
- 8.2.1 eligible for, or who is receiving LTD benefits or who has been in receipt of LTD under this Plan for four years or more;
  - 8.2.2 eligible for early retirement pension benefits; and not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.
- 8.3 The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.
- 8.4 Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- 8.4.1 the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - 8.4.2 the amount of the monthly early retirement benefit that the employee will receive;
  - 8.4.3 the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - 8.4.4 the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and
  - 8.4.5 the maximum LTD benefit duration period applicable to the employee.
- 8.5 If the combination of pension benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section B – 7.2 of this Appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.
- 8.6 An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the HBT to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the HSPBA/HBT will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit.

8.7 All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age or death, whichever is earlier.

## **9. LTD Appeals**

9.1 LTD claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes a decision of the claims-paying agent regarding a claim for benefits under the LTD Plan, the employee may file an appeal requesting that the claim be re-examined by the claims-paying agent.

9.2 The claims paying agent shall provide a decision letter which includes the reasons for acceptance or denial of an appeal and shall provide it to the claimant, and the Union upon receipt of authorization from the claimant.

9.3 File disclosure including all medical opinions and case notes shall be provided to the Union when requested and upon receipt of authorization from the claimant.

9.4 A claimant shall have a two (2) year time limit to appeal any decision to deny or terminate a claim unless there are good and sufficient reasons to extend the time period. Claimants shall be provided with information about the appeal process and contact information for their union representative.

## **10. Claims Review Committee (CRC)**

10.1 If the employee continues to dispute a decision of the claims-paying agent, the employee may request to have the claim reviewed by a Claims Review Committee (CRC) comprised of three (3) independent and qualified medical doctors agreed to by the LTD Plan Advisory Committee.

10.2 The decision of the claims review committee is final and binding on all parties.

## **11. Return to Work**

11.1 Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job. An employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 6.04.

## **12. Successive Disabilities**

12.1 If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by

that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

- 12.2 In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.
- 12.3 Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

### **13. Rehabilitation under LTD Plan**

- 13.1 Rehabilitative employment shall mean any occupation or employment for wages or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the LTD Plan.
- 13.2 Approved Rehabilitation Plan (ARP) means a rehabilitation plan that has been jointly developed by the employee and the employee's union, the Disability Management Professional (DMP) and the HBT/underwriter and approved by HBT/underwriter, consistent with the principles of the EDMP. The ARP shall be signed by the employee and the HBT/underwriter.

In the event that an employee is medically able to participate in a rehabilitation activity or program, called an ARP, that can be expected to facilitate a return to their own job or other gainful employment, entitlement to benefits under the LTD Plan will continue for the duration of the ARP as long as the employee continues to participate and cooperate in the ARP.

### **14. Rehabilitation Review Committee (RRC)**

- 14.1 In the event that the eligible employee does not agree with the rehabilitation plan or does not agree that they are medically able to



participate and cooperate in the rehabilitation plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:

14.1.1 be able to demonstrate reasonable grounds for being unable to participate and cooperate in the rehabilitation plan; or,

14.1.2 appeal the dispute to the Rehabilitation Review Committee (RRC) for a resolution.

14.2 The RRC shall be composed of three (3) qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees. The RRC shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the RRC shall be to resolve the appeal of an eligible employee who:

14.2.1 does not agree with the rehabilitation plan; or,

14.2.2 does not agree that they could medically participate in the rehabilitation plan.

14.3 During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the RRC has made its decision. The decision of the RRC shall determine whether or not the eligible employee is required to participate and cooperate in the rehabilitation plan. The rehabilitation plan approved by the RRC shall be deemed to be the ARP. In the event that the eligible employee does not accept the RRC's decision, their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the ARP.

## **15. Rehabilitative Employment Benefits and Entitlements while in receipt of LTD Benefits**

15.1 An Employee who returns to gainful rehabilitative employment under an ARP will receive all monthly rehabilitation earnings plus a monthly Long Term Disability benefit up to the amount set out in Section B – 5.6 of this Appendix provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability.

15.2 An employee who returns to gainful rehabilitative employment under an ARP and works 14.4 hours or more per week will have their Medical, Dental, and Extended Health benefits reinstated. Group life insurance, AD&D and LTD premiums are waived.

15.3 An employee who returns to gainful rehabilitative employment under an ARP will have all other benefits accrue on a proportionate basis.

15.4 Earnings received by an employee during a period of total disability that are derived from employment which has not been approved as

rehabilitative employment under an ARP, shall reduce the regular monthly benefit from the Plan by one hundred percent (100%) of such earnings.

15.5 If the ARP involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability or some lesser period as agreed to by the employee, the Union and the DMP as part of a CMP.

15.6 Upon successful completion of the ARP an employee who is unable to return to their own job may have their LTD benefit period extended for a maximum of six (6) months for the purpose of job search.

**16. Request for Paid Leave while engaged in Rehabilitative Employment and in receipt of LTD Benefits**

16.1 Requests for paid leaves, except sick leave, on a day that an employee is scheduled to work will be granted and paid in accordance with the Collective Agreement and will not result in income that exceeds one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability. (See Section A – 12.1 for leaves while engaged in rehabilitative employment and not in receipt of LTD benefits).

**17. GRTW Wages and Benefits while in receipt of LTD Benefits**

17.1 These employees are considered disabled and under treatment.

17.2 The employees will receive pay and appropriate premiums for all hours worked. The LTD Plan will pay for hours not worked at two-third (2/3) of basic monthly earnings at the date of disability.

17.3 On the commencement of a GRTW Medical, Dental, and Extended Health benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.

17.4 An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

**18. LTD premiums while on a Leave of Absence**

18.1 Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

## **19. Benefits Upon plan Termination**

- 19.1 In the event this LTD Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by the LTD Plan prior to its termination.

## **20. Premiums**

- 20.1 The cost of the LTD Plan shall be borne by the Employer and the employee in accordance with Article 34.05. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

## **21. Administration**

- 21.1 The LTD Plan is to be administered and Trusteed by the Healthcare Benefit Trust (HBT).
- 21.2 The claims-paying agent shall provide HEABC and the Association with copies of policies, procedures and guidelines used for claims adjudication.
- 21.3 The Union shall have access to any reports provided by the claims-paying agent regarding experience information.
- 21.4 All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedure in the Collective Agreement.

## **22. Long Term Disability Plan Advisory Committee**

- 22.1 The parties will work together to improve the LTD plan processes. Two (2) persons from HEABC and one person from the HBT or other benefit administrator or service provider shall meet with three (3) representatives of the Association.

## **23. Collective Agreement Unprejudiced**

- 23.1 The terms of the plan set out above shall not prejudice the application or interpretation of the Collective Agreement.

## **APPENDIX 11 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Long Term Disability Plan – Effective August 4, 2006**

The following Long Term Disability (LTD) Plan is to be administered and Trusteed by the Healthcare Benefit Trust (HBT) and is applicable to all eligible employees who are disabled on or after August 4, 2006.

### **Section 1 – Eligibility**

- (A) Based on the probationary period for regular full time employees, upon completion of three (3) months of continuous employment, regular full time and regular part time employees, except for casual employees appointed to temporary positions or temporary vacancies, become members of the Long Term Disability plan as a condition of employment.

The Employer will deduct premiums, in accordance with Article 34.05, Long Term Disability, from each eligible employee. The premium will be a percentage of straight time wages, as determined by the HBT. The HBT will provide the Employer and the Health Science Professionals Bargaining Association (HSPBA) with reasonable notice of changes to the premium.

- (B) Seniority and Benefits – Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions:

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their 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 their former job;

an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 6.04 of the Master Agreement.

Employees on long term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay 50% of the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.

Municipal Pension Plan Employees on long-term disability shall be considered employees for the purposes of the Municipal Pension Plan in accordance with the *Public Sector Pension Plans Act*.

- (C) Employment status during the intervening period between expiration of sick leave credits and receipt of long term disability benefits:

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

## **Section 2 – Benefit Entitlement**

- (A)

- (1) In the event an employee while enrolled in this Plan, becomes totally disabled on or after August 4, 2006, as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$5298 or, 66 2/3% of pre-disability monthly earnings, whichever is more. The \$5298 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2 (A)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the currently monthly earnings above \$5298 or, 66

2/3% of currently monthly earnings, whichever amount is more, based on the wage rate in effect following review by the HBT every four years. (Note: the \$5298 figure will be adjusted as set out in Section 2(A)(1) above).

(3) The benefit is taxable.

(B) For the purpose of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their 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 their own occupation for the first two (2) years of the disability. Thereafter, an employee who is able, by reason of education, training, or experience, to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(B)

(1) Residual Monthly Disability Benefit

The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of their rate of pay at the date of the disability less the rate of pay [the minimum being equal to seventy per cent (70%) of the current rate of pay for their regular occupation] applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay [the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation] applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's 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 their regular occupation] applicable to any gainful occupation that they are able to perform.

Example:

- (a) Monthly LTD net of offsets benefit = \$ 1,000 per month
  - (b) 85% of rate of pay at date of disability = \$ 13.60 per hour
  - (c) 70% of current rate of pay = \$ 12.12 per hour
  - (d) Percentage of difference [(b/c) - 1] = 12.2%
  - (e) Residual Monthly Disability Benefit (a x d) = \$ 122.00
- (2) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- (3) During the period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine and participating and cooperating in a reasonable and customary treatment program.
- (4) Commitment to Rehabilitation
- In the event that an employee is medically able to participate in a rehabilitation activity or program that:
- (a) can be expected to facilitate their return to their own job or other gainful occupation; and

- (b) is recommended by the Plan Trustees, or their designate, as a Rehabilitation Plan, then,

The entitlement to benefits under the LTD Plan will continue for the duration of the Rehabilitation Plan as long as they continue to participate and co-operate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee and the HBT. In consideration whether or not a rehabilitation plan is appropriate, factors such as the expected duration of disability and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. The employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Rehabilitation Plan provided the employee is participating and cooperating in the Rehabilitation Plan.

(5) Rehabilitation Review Committee

- (a) In the event the eligible employee does not agree:
  - (i) with the Rehabilitation Plan, or,
  - (ii) that they are medically able to participate and co-operate in the Rehabilitation Plan then,

To ensure benefit entitlement under the LTD plan the employee must either:

- (i) be able to demonstrate reasonable grounds for being unable to participate and co-operate in a rehabilitation plan; or,
  - (ii) 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.
  - (c) The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee shall be composed of three (3)



individuals chosen on a rotating basis from a list of rehabilitation specialists identified by the HSPBA/HBT. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee whom;

- (i) does not agree with the Rehabilitation Plan;  
or,
  - (ii) does not agree that they could medically participate in the Rehabilitation Plan.
- (d) The decision of the Committee shall determine the Rehabilitation Plan and whether or not the eligible employee is required to participate and co-operate in the Rehabilitation Plan. In the event that the eligible employee does not accept the Committee's decision, their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and co-operate in the Rehabilitation Plan.

(6) Rehabilitation Benefit Incentive Provisions

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
- (i) return to work on a gradual or part-time basis;
  - (ii) engage in a physical rehabilitation activity; and/or
  - (iii) engage in a vocational retraining program

shall be eligible for any or all of the Rehabilitation Benefit Incentive Provision.

- (b) The intent of the Provision is to assist the employee with a return to gainful occupation. In many situations an employee who returns to work by participating and co-operating in a Rehabilitation Plan will be able to increase their monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
- (i) The employee, upon return to gainful rehabilitative employment under the Rehabilitation Plan, will be entitled to receive

all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) of the Appendix, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability.

- (ii) Upon successful completion of the Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing.
- (iii) Upon successful completion of the Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"Rehabilitative Employment" shall mean any occupation or employment for wage or profit or any course of training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the HBT.

If earnings are received by an employee during the period of total disability and if such earnings are derived from employment, which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

#### **Section 4 – Exclusions from Coverage**

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion or service in the armed forces of any country;
- (b) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their 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 them 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 they would be entitled had they 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, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

### **Section 8 – Benefits upon Plan Termination**

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of the Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

### **Section 9 – Premiums**

The cost of this Plan shall be borne by the Employer and the employee in accordance with Article 34.05, Long Term Disability. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

### **Section 10 – Waiver of Premiums**

The premiums of this Plan shall be waived with respect to the disabled employee during the time such an employee is in receipt of disability payments from this Plan.

### **Section 11 – Claims**

(A) Long Term Disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Plan Trustees. The claims-paying

agent shall provide toll free telephone access to claimants. In the event a covered employee or the HSPBA/HBT disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the HSPBA/HBT may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee composed of three independent and qualified medical doctors agreed to by the HSPBA and the HBT. The decision of the claims review committee is final and binding on all parties.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or so soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six months from the time notice of claims is otherwise required.

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

## **Section 12 – Administration**

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 7 and 8 of the Provincial Agreement.

The HSPBA shall have access to any reports provided by the claims-paying agent regarding experience information.

## **Section 13 – Provincial Collective Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the Collective Agreement between the Health Employers Association of B.C. and The Health Science Professionals Bargaining Association.

## **Section 14 – LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realise a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated (Reference Appendix 32).

- (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 their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

(B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:

- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
- (2) amount of the monthly early retirement benefit that the employee will receive;
- (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
- (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and
- (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of the Municipal Pension Plan benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Appendix, results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

(C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the HBT to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the HSPBA/HBT will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit.

(D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age or death, whichever is earlier.

## **Section 15 – Early Intervention Program**

The Long Term Disability Plan shall include an Early Intervention Program as set out in the Early Intervention Program Policies and Procedures.

## **APPENDIX 12 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Long Term Disability**

### **Trust #1 and #2**

For employees covered by these Trusts the following continues to apply:

Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age or death, whichever is earlier.

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

The following Long Term Disability (LTD) Plan is to be administered and Trusteed by Healthcare Benefit Trust (HBT) and is applicable to all Non-HSA Health Science Professionals Bargaining Association (HSPBA) members who are disabled on or after April 1, 1999 and up to and including August 3, 2006.

#### **Section 1 – Eligibility**

- (a) The Employer will sign up regular full-time and regular part-time employees, except for casuals appointed to temporary positions under Article 9.02, as a condition of continuing employment, on such forms as the union, or a Plan Administrator designated by the union, may require.

The Employer will deduct premiums at least monthly from each regular full-time and part-time employee, except for casuals appointed to temporary positions under Article 9.02, from the date they become 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 their 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 their former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 6.04 of the Master Agreement.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay 50% of the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans.

Municipal Pension Plan Employees on long-term disability shall be considered employees for the purposes of the Municipal Pension Plan in accordance with the *Public Sector Pension Plans Act*.

- (c) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

## **Section 2 – Benefit Entitlement**

- (A)
- (1) In the event an employee while enrolled in this Plan, becomes totally disabled on or after April 1, 1999, as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a

benefit equal to seventy percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty per cent (50%) on the pre-disability monthly earnings above \$5298 or, 66 2/3% of pre-disability monthly earnings, whichever is more. The \$5298 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2(A)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the currently monthly earnings above \$5298 or, 66 2/3% of currently monthly earnings, whichever amount is more, based on the wage rate in effect following review by the HSPBA/HBT every four years. (Note: the \$5298 figure will be adjusted as set out in Section 2(A)(1) above).

- (3) The benefit is taxable.

- (B) For the purpose of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their 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 their 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 their regular occupation] applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay [the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation] applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for their 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 their regular occupation] applicable to any gainful occupation that they are 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  $(a \times d) = \$ 122.00$
- (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 their return to their 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 they continue to participate and co-operate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee and the HBT. In consideration whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan, and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan provided the eligible employee is willing to participate and co-operate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(5) Rehabilitation Review Committee

- (a) In the event the eligible employee does not agree:
  - (i) with the recommended rehabilitation plan, or,
  - (ii) that they are 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.
- (c) The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognised specialists in the rehabilitation of disabled employees. The Committee shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists identified by the HSPBA/HBT. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee whom;
- (i) does not agree with the recommended Rehabilitation Plan; or,
  - (ii) does not agree that they 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 their 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 their 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 their regular occupation at the date of the disability.
- (ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing.
- (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and

- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"Rehabilitative Employment" shall mean any occupation or employment for wage or profit or any course of training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the HSPBA/HBT.

If earnings are received by an employee during the period of total disability and if such earnings are derived from employment, which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

- (7) Rehabilitation Improvement Committee

During the term of the agreement, one (1) person from The Plan Administrator and one (1) person from the claims paying agent shall meet with two (2) representatives of the HSPBA. This Committee will work together to improve the Rehabilitation Process.

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

#### **Section 4 – Exclusions from Coverage**

The Long Term Disability Plan does not cover total disabilities resulting from:

- (A) war, insurrection, rebellion or service in the armed forces of any country;
- (B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their 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 them 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 they would be entitled had they 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, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

### **Section 8 – Benefits upon Plan Termination**

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of the Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

### **Section 9 – Premiums**

The cost of this Plan shall be borne by the employee. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

### **Section 10 – Waiver of Premiums**

The premiums of this Plan shall be waived with respect to the disabled employee during the time such an employee is in receipt of disability payments from this Plan.

### **Section 11 – Claims**

- (a) Long Term Disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Plan Trustees. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the HSPBA/HBT disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the HSPBA/HBT may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee. The

decision of the claims review committee is final and binding on all parties.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or so soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six months from the time notice of claims is otherwise required.

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

### **Section 12 – Administration**

The HSPBA shall have access to any reports provided by HBT and the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 7 and 8 of the Provincial Collective Agreement.

### **Section 13 – Provincial Collective Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the Collective Agreement between the Health Employers Association of B.C. and The Health Science Professionals Bargaining Association.

### **Section 14 – LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realise a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated (Reference Appendix 32).

- (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 their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

- (B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - (2) amount of the monthly early retirement benefit that the employee will receive;
  - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and
  - (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of the Municipal Pension Plan benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 4 of the LTD Addendum, results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- (C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the HBT to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the HSPBA/HBT will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement.
- (D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age or death, whichever is earlier.

## **APPENDIX 13 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

**Re: Return-To-Work Committee**

The parties agree to form a Return-to-Work Committee consisting of two (2) representatives from the Association and two (2) representatives of the Employer. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in the Committee process.

### **Purpose**

The purpose of the Committee is to promote the philosophy and encourage the introduction of Return-to-Work Programs.

### **Role and Function**

The role and function of the Committee are as follows:

- (1) Assist in the development of processes and structures for return-to-work programs in facilities.
- (2) Act as an advisor to employees and Employers on return-to-work programs in facilities.
- (3) Request information and provide feedback concerning individual Employer return-to-work programs.
- (4) Develop and promote industry pilot projects on return-to-work programs and seek funding to support those pilot projects.
- (5) Develop and maintain an effective communications system for employees and Employers concerning return-to-work initiatives.
- (6) The parties will perform regular reviews of the Committee's work. The Committee will report to the parties on an annual basis.

The parties shall meet within one month of the signing of the agreement and at least quarterly thereafter over the term of the agreement.

The expenses of the Committee will be the responsibility of the Employer.

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

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

**(on behalf of its members)**

**and**

**THE ASSOCIATION**

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

### **Preamble**

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

### **Mutual Commitment**

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

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

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

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

Employer creation of a return-to-work program is voluntary.

### **Consultation**

Prior to entry into a return-to-work program, the Employer, the employee and the Union-designated representative(s) shall discuss the planned program and its duration. The details of the return-to-work program will be confirmed in writing to the employee and to the Union.

### **Supernumerary**

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

## **Confidentiality**

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

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

## **Program Coverage**

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

## **Types of Initiatives**

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

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

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

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

## **Pay and Benefits**

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

Employees participating in a return-to-work program for fifteen (15) hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 34.

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

- (a) Employees who have been granted Workers' Compensation Leave: Receive full salary and all benefits pursuant to Article 19.14.

- (b) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits: Receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.
- (c) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB or LTD claim: Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.
- (d) Employees in receipt of LTD benefits: These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked in accordance with the Plan. Benefits will be reinstated in the same manner as set out in (c) above except Group Life and Long Term Disability Plan premiums may continue to be waived.

#### **No Adverse Effect on Benefits**

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

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

**APPENDIX 15 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: New Certifications**

With respect to bargaining units certified during the term of this Provincial Agreement, employees affected will receive full and complete application of non-monetary provisions of the Provincial Agreement effective from three (3) months after the date of certification and complete application of all of the provisions of the Provincial Agreement effective from six (6) months after the date of certification.



## APPENDIX 16 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Provincial Recruitment and Retention Initiatives

1. The parties agree that addressing the recruitment and retention of HSPBA professions is a priority for the health sector. As such, the parties will work together on recruitment and retention strategies for identified Ministry of Health priority professions.
2. The parties recognize and agree there is a need to engage stakeholders to further this work, and commit to consulting with academic institutions, regulatory bodies or any other relevant groups where appropriate.
3. Accordingly, the parties agree to establish a Provincial Recruitment and Retention Working Group (the “Working Group”) within 120 days of ratification. The Working Group will meet at a minimum of quarterly (or as otherwise agreed), and will be comprised of:
  - (a) One representative from HEABC;
  - (b) Two senior level representatives from HEABC member organizations;
  - (c) Three representatives from the HSPBA; and
  - (d) One representative from the Ministry of Health at the Assistant Deputy Minister level and one senior level alternate.

The Ministry of Health will provide one Ministry of Health Labour Market Analysis writer to support the Working Group.

4. Each party will bear its own costs of participation in the Working Group.
5. HEABC and the MOH will provide the working group with regular workforce data reports.
6. The Working Group will:
  - (a) develop terms of reference including a process for alternating chair;
  - (b) engage and consult stakeholders;
  - (c) consider all relevant data;

- (d) identify initiatives to address recruitment and/or retention issues for the Ministry of Health's identified priority professions;
  - (e) consider initiatives to address employee engagement as a means of addressing identified recruitment and retention issues;
  - (f) consider initiatives to foster attractive work environments;
  - (g) identify recommendations for training at the post-secondary institutions;
  - (h) consider other initiatives to address recruitment and retention issues for health science professionals.
7. The Working Group will develop a list of comprehensive recruitment and retention recommendations, which will be incorporated into the Labour Market Analysis and presented to the Standing Committee on Health Workforce.
8. This agreement will expire March 31, 2022.

## APPENDIX 16.1 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Provincial Recruitment and Retention

The parties agree that addressing the recruitment and retention of HSPBA members is a priority for the health sector.

The parties also agree that recruitment and retention must contribute to a workplace based on the principles of diversity, equity and inclusion, and support health care system transformation. Recruitment and Retention within the health sector must also be structured to break down barriers to equity and inclusion and extend opportunities widely within diverse, geographic and marginalized communities.

Accordingly, the parties agree to have established a Provincial Healthcare Recruitment and Retention Working Group (the “Working Group”). The Working Group will meet quarterly (or otherwise agreed), and will be composed of:

- (a) One representative from HEABC;
- (b) Two senior level representatives from HEABC member organizations;
- (c) Three representatives from the HSPBA; and
- (d) One senior representative from the Ministry of Health at the Assistant Deputy Minister level or delegate.

HEABC will provide the Working Group with regular workforce data reports. The Working Group will also consider relevant and available aggregate/anonymized data regarding diversity, equity, inclusion, and MOH identified professions.

The Working Group will develop a list of comprehensive recruitment and retention recommendations including but not limited to embedding the principles of accessibility in job creation, hiring, onboarding, accommodation, offboarding, and supporting leadership development, such as employer-sponsored training, career laddering, and upskilling, which will be presented to the Provincial Health Human Resources Coordination Centre (PHHRCC).

To that end, the Working Group will:

- develop terms of reference including a process for an alternating chair;

- gather all necessary data and information in advance of the Working Group's meetings;
- engage and consult stakeholders;
- identify issues related to changing models of care that impact health care workers;
- identify initiatives to address recruitment and/or retention issues for the MOH identified target professions, including occupations covered by the HSPBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- develop recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring, and;
- consider any additional initiatives, strategies, and actions to address recruitment and retention issues for HSPBA professions.

Unless otherwise agreed by the parties, this MOA will expire on March 31, 2025.

## **APPENDIX 17 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Joint Benefits Review Committee**

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

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

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

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

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

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

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

### **Reports and Recommendations**

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

## APPENDIX 18 – MEMORANDUM OF UNDERSTANDING

Between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

And

THE ASSOCIATION

**Re: Dispute and Arbitration Redesign Committee**

WHEREAS: The parties have a common interest in redesigning and improving the grievance and arbitration system to resolve grievances in a timely manner, developing litigation efficiencies and following the best practices for good labour relations and dispute resolution.

THEREFORE THE PARTIES AGREE:

1. The parties will continue the Dispute and Arbitration Redesign Committee ("DARC") to assist the parties in reaching agreement on the Grievance and Arbitration system.
2. The DARC will be comprised of no more than five (5) representatives from HEABC/member organizations and no more than five (5) representatives from the HSPBA.
3. The DARC will endeavor to make detailed recommendations for a revised grievance and arbitration system. In its review the Committee will examine the BC Health Care Office of Arbitration ("BCHOA") including how adopting BCHOA-like procedures would affect other arbitration processes set out in Article 8.
4. The DARC will renew regular meetings within 120 days of ratification of the Collective Agreement and will meet on a quarterly basis, or as otherwise agreed, to provide a report back to their respective Principles within one (1) year of the ratification. The report will identify any joint recommendations of the Committee and any areas where the Committee did not reach consensus.
5. The DARC's recommendations will only be implemented by mutual agreement of the parties.
6. The parties agree this may result in a mid-contract modification.

## APPENDIX 18.1 – MEMORANDUM OF AGREEMENT

Between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

**Re: Expedited Dispute Resolution Process for Short Term Union Leave**

1. A dispute regarding article 5.12 may be referred to this expedited resolution process if the anticipated start date of the leave requested pursuant to Article 5.12 is imminent. For the purposes of this MOA, imminent means that there is no reasonable probability that the dispute could be resolved through the process described in Article 8.04 before the anticipated start date of the leave requested. If the leave requested is not imminent, the parties will refer disputes to the process described in Article 8.04.
2. For the purposes of the expedited process an arbitrator will be appointed from the following list on a rotational basis:
  - Chris Sullivan
  - Lisa Southern
  - Mark Brown
  - Corinn Bell
3. The party referring the matter to this expedited arbitration process will provide written notice of the expedited referral to the other party (to the Employer and HEABC or to the Union, as the case may be). The referring party will contact the expedited arbitrator to arrange a hearing with the parties. The expedited arbitrator will conduct a hearing by way of telephone conference call within two (2) business days of the appointment.
4. The expedited arbitrator shall receive submissions from the parties in an expedited manner by way of telephone conference. All submissions are intended to be short and concise and will include a brief summary of the facts relevant to each party’s position. The parties agree to make limited use of authorities in their submissions.
5. The expedited arbitrator will render a written “bottom line” decision and provide a copy to the parties within twenty-four (24) hours of the conference call. The decision will be limited in application to that particular dispute and will have no precedential value.

6. The parties agree to share the costs of the fees and expenses of the arbitrator equally.



## APPENDIX 19 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Seniority Consolidation and Merger of Certifications

This Agreement applies to all Health Authorities and Providence Health Care. All provisions of the Collective Agreement continue to apply except as herein modified.

Each Health Authority/Providence Health Care will create and maintain one merged dovetailed seniority list covering all members of the HSPBA employed within the Health Authority/Providence Health Care.

The consolidation of seniority lists will be completed no later than December 24, 2011 and will be implemented the following pay period (the “implementation date”).

Each Health Authority/Providence Health Care is deemed to be the Employer for the Collective Agreement.

The parties agree to facilitate the creation and administration of single seniority lists as follows:

#### A) Status

1. Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the date of implementation.
2. Regular and casual employees may register to work in more than one site as per the Collective Agreement.
3. Regular employees may hold multiple positions provided the employees’ multiple positions do not exceed a total of 1.0 FTE (Subject to B8).
4. Employees who have regular status at one site and have casual status at a different site shall inform their Health Authority/Providence Health Care no later than ninety (90) days prior to the implementation date of which status they wish to maintain and, which they wish to relinquish.
5. The Health Authority/Providence Health Care reserves the right to create casual lists that cover two or more work sites. Casual

employees and regular part-time employees currently registered to work in multiple work sites as at the implementation date may continue to be registered on the revised list for the combined work sites.

**B) Seniority and Benefits**

1. Each Health Authority/Providence Health Care is deemed as the successor Employer to the previous Employers within each individual Health Authority/Providence Health Care.
2. All individual seniority lists for each Health Authority/Providence Health Care will be merged into one new HSPBA single seniority list covering all employees under the HSPBA Provincial Collective Agreement (the "Collective Agreement") for that Health Authority/Providence Health Care on the implementation date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all sites within the Health Authority/Providence Health Care. "Dovetailing" means placing employees on a list in descending order of seniority.
3. Employees who are registered in multiple seniority lists will receive the total seniority earned at all sites to maximum of 1.0 FTE per annum.
4. Regular full-time and part-time employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefit in accordance with the Collective Agreement.
5. Employees who have multiple benefit entitlement dates will retain their most favorable entitlement date on record. The application of this provision shall not result in a benefit entitlement that exceeds their most favorable entitlement on record.
6. Employees with multiple regular positions shall receive the aggregate total of sick leave and special leave banks not to exceed the maximum entitlement(s) in the Collective Agreement.
7. Employees with multiple regular positions will continue to accrue vacation credits based on total straight time hours in accordance with the Collective Agreement.
8. For three (3) years following the date of ratification, an employee may have multiple positions that total more than 1.0 FTE per annum. At least thirty (30) days prior to the end of three (3) years, the employee must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE per annum.
9. Paid hours for employees working at multiple sites will not be combined for overtime calculation purposes for three (3) years following the date of ratification.

10. Employees required to relinquish position(s) under Clause B(8) shall have the vacation associated with the relinquished position(s) either paid out or scheduled as paid vacation on a one time basis.
11. Employees who have multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan, with the exception of existing LTD claimants. Existing LTD claimants will continue to be covered by the applicable LTD plan in effect as at the time of injury or illness. The application of this provision shall not result in an improved benefit entitlement.
12. Employees will receive payroll information used to create an adjusted seniority date and/or benefit entitlement. The HSPBA will be provided with this information 60 days prior to implementation.

**C) Vacancy Posting**

1. Each Health Authority/Providence Health Care will post vacancies at each work site within the Health Authority/Providence Health Care and all employees of that Health Authority/Providence Health Care shall be entitled to apply in accordance with Article 9.01. Multi-site positions shall specify the home work site that the position will cover.
2. Employees are not eligible for relocation expenses where they post or access work across work sites.

**D) Bumping**

See Article 10.05 – Displacement and Bumping.

**E) Implementation**

1. The Health Authority/Providence Health Care will provide a reasonable amount of Employer-paid union leave for stewards to facilitate the implementation of this Agreement.
2. HSPBA and HEABC (on behalf of the Health Authority/Providence Health Care) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated HSPBA Certifications.
3. Any dispute arising out of the interpretation or implementation of this Agreement shall be referred to arbitration.

**F) Union Representation**

1. Bargaining agent representation, as set out in Attachment C, will continue to apply following the implementation date.

2. Employees transferred/appointed/promoted to a position at a different work site will be represented by the bargaining agent certified to represent the work at that work site.

**G) Collective Agreement**

1. This Agreement shall not be used to interpret any aspect of the Collective Agreement.
2. Any memorandum with the Health Authority/Providence Health Care and the HSPBA and/or its constituent unions covering items set out in this Agreement shall be modified and replaced by this Agreement unless otherwise agreed.

**H) Consequential Amendments**

Consequential amendments will be made to the Collective Agreement as necessary.

**APPENDIX 20 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Geographic Areas**

Geographic areas are defined as:

75 kms from the employee's home site, based on the Employer's mileage charts.

Notwithstanding the above definition, no employee will be denied wage protection on the basis of refusing a position within a geographic area where it requires:

- traveling the Malahat Highway,
- traveling on the Sea to Sky highway between West Vancouver and Squamish, or
- crossing a body of water by ferry.

## APPENDIX 21 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

**Re: Classification Redesign Committee**

Whereas the classification system was last modified in 1988;

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

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

Therefore the parties agree:

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

until such time as the parties have agreed to a redesigned classification system to be incorporated into a new collective agreement. Arbitrator Hall shall continue to remain seized with respect to any dispute regarding the interpretation or implementation of the Interim Order.

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

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

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

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

## APPENDIX 21.1 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

**Re: HSPBA Classification Redesign – Interim Agreement**

WHEREAS the parties negotiated a joint Classification Redesign Committee (“CRC”) in accordance with Appendices 21-23 of the 2014 – 2019 HSPBA Provincial Collective Agreement with an aim to designing a new profile-based classification system; and

WHEREAS the CRC has agreed upon a number of components for the new classification system but still has some work to complete; and

WHEREAS it has been recognized that full implementation of a new classification system and corresponding salary structures, as contemplated by the parties, will not be achievable within the fiscal mandate of this round of collective bargaining; and

WHEREAS the CRC has recommended that, until the new classification system can be implemented, any available compensation and classification funds shall be distributed with an aim to:

- Address inequities within the current compensation and classification system;
- Address skills shortages, difficult-to-fill positions and recruitment and retention;
- Facilitate the development of community interprofessional teams;
- Facilitate the modernization and implementation of the new classification system; and

WHEREAS any compensation and classification funds must be distributed in accordance with furthering the 2019 Sustainable Services Mandate to:

- Improving the services people count on;
- Making life more affordable;
- Building a strong, sustainable economy;



- Sustaining, enhancing and modernizing the delivery of services that British Columbians rely on; and

WHEREAS the parties are bound by the fiscal mandate;

THEREFORE, THE PARTIES AGREE THAT:

1. The CRC will complete the development of the new profile-based classification system no later than **March 31, 2019**.
2. As part of the completion of the new profile-based classification system, the CRC will develop and adopt:
  - (a) A complete job profile classification system including profiles for:
    - (i) working level I and supervisor/leadership I;
    - (ii) working level II and supervisor/leadership II;
    - (iii) supervisory/leadership III; and
    - (iv) supervisory/leadership IV;consistent with the format and level of detail in the agreed upon sample/prototypical full-scope working level profile;
  - (b) A classification manual and compensation framework [in the case of the working professional II profile, may result in more than one pay level, and in the case of the supervisor/leadership I-IV profiles, may result in differentiated compensation depending on the outcome of (g), below], including classification tools, term definitions, user instructions and guidelines to assist with the classification of roles including in the HSPBA bargaining unit and to eventually replace the Operating Instructions;
  - (c) Principles for the use of job profiles;
  - (d) Classification groupings;
  - (e) A definition of special procedures and a process for identifications of special procedures including the removal of procedures no longer determined to be special;
  - (f) A Classification Plan Maintenance Agreement, which will include a dispute resolution procedure to replace Article 11 of the Collective Agreement; and
  - (g) Methodology to revise and standardize the impact of the number of FTE staff supervised on supervisory classification and/or compensation, with gradations/levels based on the number of FTE supervised.
3. At the request of either party the CRC may engage John Kinzie as a facilitator to assist the parties with respect to the process set out above. Should the

parties reach an impasse, Mr. Kinzie may provide written binding recommendations before April 1, 2019.

4. HEABC and its Employer members will match existing jobs to profiles by March 31, 2020. The CRC will develop an expedited dispute resolution process for Unions to represent their members who believe that their position has been matched to an incorrect profile. All disputes must be resolved no later than December 31, 2020.
5. The CRC will distribute all available funds as set out within the attached Appendix A.

## APPENDIX A

The parties have allocated a fund of \$10,000,000 (the "Fund") for the purposes of moving towards a profile-based, modernized classification and compensation system. The parties recognize that this fund will not be enough to fully implement the new classification and compensation system during the term of this Collective Agreement and have prioritized measures that:

- Support the future implementation of the new system;
- Improve recruitment and retention;
- Support implementation of the Ministry of Health Target Operating Model, including creation of community-based care teams; and
- Address existing inequities.

To this end, within thirty (30) days of ratification of the Collective Agreement, the parties shall draft terms of reference for the establishment of a joint working group to implement the initiatives and to administer the Fund as set out herein (the "Working Group"). It is understood that these initiatives cannot exceed the mandated fiscal envelope on a year-over-year basis, and that the ongoing end rate costs of these initiatives cannot exceed \$10,000,000 at the end of the Collective Agreement term.

With these objectives in mind, the funds shall be applied as follows:

### **YEAR 1 (effective the first pay period after April 1, 2019)**

- (a) A new and distinct Diagnostic Medical Sonographer four (4) grade job family shall be established retaining the current Grades III to VI classification level definitions and salary structures applicable to Diagnostic Medical Sonographers and renaming them as Grades I to IV. Further, the Diagnostic Medical Sonographer job family will have appropriate Grade II classifications for Sole Charge and working without general supervision\*.

\*NB – see provision (r) regarding working without general supervision being subject to the Working Group.

- (b) A new and distinct Magnetic Resonance Imaging Technologist four (4) grade job family shall be established retaining the current Grades III to VI classification level definitions and salary structures applicable to Magnetic Resonance Imaging Technologist and renaming them as Grades I to IV. Further, the Magnetic Resonance Imaging Technologist job family will have appropriate Grade II classifications for responsibility for a student, Sole Charge, and working without general supervision\*.

\*NB – see provision (r) regarding working without general supervision being subject to the Working Group.

- (c) A new Miscellaneous Provision applicable to the new Grade IV Diagnostic Medical Sonographer and Magnetic Resonance Imaging Technologist

classifications shall be added to the Operating Instructions 2 – Miscellaneous Provisions stating that where the number of FTE in a department/section exceeds the maximum stated in the Grade IV classification definitions by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Grade IV wage rate. In the event of a Grade IV Lead supervising a Grade IV section head who is receiving the additional five percent (5%), the Lead will receive an additional ten percent (10%).

- (d) The classifications and corresponding wage grid levels of all professions/occupations classified in accordance with separate memoranda (i.e. related to establishing wage rates for a profession or occupation, not memoranda particular to single situations) shall be added to the Industry Wide Miscellaneous Rates (IWMR) section of the collective agreement. The Unions and Employers will identify all such existing memoranda and provide them to HEABC, allowing sufficient time for verification. The parties will make best efforts to complete this work by March 31, 2019.
- (e) Staff level IWMR (including those in (d), above) shall be compensated at one (1) grid higher\* when assigned to work sole charge or when they are responsible for a student or when assigned to work without general supervision\*\*.

"Staff level" are generally positions that do not work sole charge and are under general supervision (i.e. the job is equivalent to grade 1 jobs in job families). Where there is dispute about whether a position is "staff level", the Working Group will review the job description, Employer organizational charts, and past and current practice of the job to determine if it is appropriately classified as a staff level position.

\*Placement at the higher grid level shall be at the rate that results in a minimum monthly increase of \$82.

\*\*NB – see provision (r) regarding working without general supervision being subject to the Working Group.

- (f) For those classifications that have two entry level qualifications (such as Art Therapist, Child Life Specialist, Dental Hygienist, Infant Development Program Consultant, Licensing Officer, Recreation Therapist, Speech-Language Pathologist and Vocational Counsellor) there shall remain two staff level classifications and salary structures, however, for classifications above staff level in such disciplines there shall be only one salary structure (i.e. the higher of the previously existing two). Initial placements within the new increment structures shall be at the rate that results in a minimum monthly increase of \$82.
- (g) The Social Program Officer classifications are deleted and the following shall apply:

Health Science Professional Disciplines Allied to the Social Work Discipline

Positions where the qualifications are not exclusive to any one discipline and where the position provides a counselling, education, prevention, referral, or advocacy service to individuals, families, or groups with mental health, behavioural, addiction, or chronic medical concerns will be classified in accordance with the Social Worker definitions\* and grid levels.

For any and all grid level increases resulting from the above, initial placements within the new increment structures shall be at the rate that results in a minimum monthly increase of \$82.

\*NB – see provision (r) re working without general supervision.

(h) The Combined Laboratory/X-Ray Technologist references in the Industry Wide Miscellaneous Rates are deleted, and Combined Laboratory/X-Ray Technologist is added to the list of Health Science Professional Disciplines Allied to the Medical Technology Disciplines. Movement to the Medical Technologist salary structure shall be based on placement within the new increment structure which results in a minimum monthly increase of \$82. It remains agreed that a Combined Laboratory/X-Ray Technologist at the Grade I Level is working under the general supervision of a Medical Technologist or a Radiological Technologist or a Diagnostic Medical Sonographer or a Combined Laboratory/X-Ray Technologist. For situations where work is performed without general supervision, see provision (r) re working without general supervision.

(i) The salary structures for Supported Child Development Consultants shall be:

Supported Child Development Consultant – Diploma – Staff Grid 4

Supported Child Development Consultant – Bachelor's – Staff Grid 4

Supported Child Development Supervisor Grid 6

Movement of Supported Child Development Consultants and Supervisors to the new salary structure shall be based on placement within the new increment structure which results in a minimum monthly increase of \$82.

(j) The Perfusionist salary structures\* will be:

		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>6th Year</u>
<b><u>Perfusionist, Clinical</u></b>	<u>Monthly</u>	7657	7794	7936	8079	8224	8374
	<u>Bi-Weekly</u>	3521	3584	3649	3715	3782	3850
	<u>Hourly</u>	46.94	47.78	48.65	49.53	50.42	51.33
<b><u>Perfusionist, Educator</u></b>	<u>Monthly</u>	8250	8397	8551	8705	8861	9022
	<u>Bi-Weekly</u>	3793	3861	3932	4002	4074	4148
	<u>Hourly</u>	50.57	51.48	52.42	53.36	54.32	55.31
<b><u>Perfusionist, Supervisor</u></b>	<u>Monthly</u>	8564	8716	8876	9036	9198	9365
	<u>Bi-Weekly</u>	3938	4007	4081	4154	4229	4306
	<u>Hourly</u>	52.50	53.43	54.41	55.39	56.39	57.41

[\*the above wage schedule shall be revised per the wage increases of February 1, 2019 and beyond and shall appear in the collective agreement]

For any and all grid level increases resulting from the above, initial placements within the new increment structures shall be at the rate that results in a minimum monthly increase of \$82.

- (k) All references to "Testing Technician – Psychometrist" are replaced with "Psychometrist". The salary structure for Psychometrist shall be Grid 8. Movement of Psychometrists to the new salary structure shall be based on placement within the new increment structure which results in a minimum monthly increase of \$82. For clarity, no Psychometrist shall have their hourly pay reduced as a result of the application of this provision. Psychometrists are no longer eligible for Qualification Differential based on a Baccalaureate Degree.
- (l) Replace all references to "Health Records Administrator" in the Collective Agreement with "Health Information Management Professionals". The Working Group will identify any further profession names that need modernization and make the necessary amendments to the Collective Agreement.
- (m) The salary structure for Infection Control Practitioner shall be Grid 15. For any and all grid level increases resulting from the above, initial placements within the new increment structures shall be at the rate that results in a minimum monthly increase of \$82.
- (n) The provisions of Wage Schedule 2 – Qualification Differential shall be amended as follows:
  - (i) The Master's and PharmD Qualification Differentials shall be deleted and replaced with a single entry "Post entry to practice graduate degree" at \$125 per month.

- (ii) The Baccalaureate Qualification Differential shall be amended to read "Post entry to practice Baccalaureate degree".
- (iii) The Baccalaureate plus A.C. or A.R.T. Qualification Differential shall be amended to read "Post entry to practice Baccalaureate degree plus Advanced Certification or-Advanced Registered Technologist".

For clarity, all employees receiving Qualification Differential in accordance with the current language shall continue to receive it under the above revised language.

### **YEAR 2 (effective the first pay period after April 1, 2020)**

- (o) The salary structures for Supported Child Development Consultants shall be:

Supported Child Development Consultant – Diploma – Staff Grid 5

Supported Child Development Consultant – Bachelor's – Staff Grid 6

Supported Child Development Supervisor – Grid 8

Movement of Supported Child Development Consultants and Supervisors to the new salary structure shall be based on placement within the new increment structure which results in a minimum monthly increase of \$82.

- (p) Qualification Differential for Occupational Therapists and Physiotherapists is amended as follows:

- (i) The March 16, 2006 agreement regarding Qualification Differential for Occupational Therapists and Physiotherapists is deleted. Accordingly, Qualification Differential shall no longer be paid for entry to practice Master's degrees in OT and PT.

- (ii) All salary structures of the OT and PT wage schedule shall be increased by \$125 per month.

### **YEAR 3 (effective the first pay period after April 1, 2021)**

- (q) The salary structures for Supported Child Development Consultants shall be:

Supported Child Development Consultant – Diploma – Staff Grid 6

Supported Child Development Consultant – Bachelor's – Staff Grid 8

Supported Child Development Supervisor Grid 10

Movement of Supported Child Development Consultants and Supervisors to the new salary structure shall be based on placement within the new increment structure which results in a minimum monthly increase of \$82.

### **YEAR 2 and 3**

- (r) The Working Group shall allocate any monies remaining from the \$10,000,000 fund after provisions (a) through (q) have been implemented.

The Working Group shall allocate the remaining funds in the following priority order:

- To address anomalies flowing from the transition of MOU classifications to the IWMR per provision (d). An example of an anomaly may be where a MOU position is classified at a grid level that is inconsistent with other positions in the IWMR (e.g. the position requires a degree but has been classified lower than grid 8). It is agreed that any compensation increases will not be inconsistent with the classification system.
  - To compensate staff level positions that have new provisions for working without general supervision pursuant to this Appendix. The Working Group will first identify such staff level positions working without general supervision and then evaluate the cost of coding up these professionals for the time that they are working without general supervision. The Working Group will determine how fully the applicable compensation levels can be applied and the date that the compensation will be implemented on a go-forward basis.
- (s) The Working Group will investigate and report back to the respective bargaining committees regarding the cost impact of implementing the following prospective language:

Staff level employees assigned to perform a higher rated job or supervise a student for four hours or less during their shift will be coded up for a minimum of four hours. Where a staff level employee is assigned to relieve in a higher rated job or supervise a student for more than four hours during their shift, the employee will be coded up for the entire shift. It is understood that this change in payroll practice will not, in and of itself, lead to a finding that the employee is performing these duties/tasks for the "majority of the time".

- (t) The Working Group will identify identical jobs performed at different wage rates by one or more professions. Either HSPBA or HEABC may bring forward identical jobs for review by the Working Group. The Working Group will report back to the respective bargaining committees regarding the cost of assigning a single salary structure (the highest) to the jobs found to be identical.



## APPENDIX 21.2 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

Re: HSPBA Classification Redesign Completion and Implementation

WHEREAS the parties negotiated a joint Classification Redesign Committee (“CRC”) in accordance with Appendices 21-24 of the 2014–2019 HSPBA Provincial Collective Agreement with an aim to designing a new profile-based classification system; and

WHEREAS the CRC has made considerable progress towards this objective but still has some work to complete; and

WHEREAS the parties agree to complete the development and implement the new profile-based classification system during the term of the 2022-2025 collective agreement; and

WHEREAS the parties are bound by the fiscal mandate; THEREFORE, THE PARTIES AGREE THAT:

1. The Classification Redesign Completion and Implementation Committee (CRCIC) will complete the new profile-based classification system no later than June 30th, 2023. Provisions of the new profile-based classification system previously agreed to or decided by Mr. Kinzie shall not be revised unless agreed to by the CRCIC.
2. The new profile-based classification system will include:
  - (a) A completed Classification Manual and Maintenance Agreement;
    - (i) Up to date professional groupings;
    - (ii) Agreed language covering all items that had not been finalized by the Classification Redesign Committee process of the previous collective agreement;
    - (iii) Any additional considerations mutually agreed to by the CRCIC;
  - (b) Finalized salary structures for the advanced practice and supervisory profiles as agreed by the CRCIC.
3. At the request of either party the CRCIC may engage XXXX to assist the parties with respect to the process set out above. Should the parties reach

an impasse, XXXX will provide written binding recommendations before June 1, 2023 (the parties will agree to a mediator/arbitrator as framed above).

4. The CRCIC will develop a Classification/Profile Matching Process to match existing jobs to the profiles by September 30, 2023. The Process will include HEABC and its Employer members matching existing jobs to profiles, and an expedited dispute resolution process for Unions to represent their members who believe that their position has been matched to an incorrect profile; All disputes must be resolved no later than February 29, 2024.

The new profile-based classification system shall be phased in during the term of the 2022-2025 collective agreement as follows:

For the purposes of the calculations for P1 Salary Structure increases, the following shall apply:

**Base Salary Structure:**

The April 2021 staff level salary structure grid levels plus the General Wage Increase(s) and/or COLA(s), as applicable.

OR

The April 2021 Grade I job family salary structure plus the General Wage Increase(s) and/or COLA(s), as applicable.

**Target Salary Structure:**

The Sole Charge, Student Supervision, or Working Without General Supervision grid level, where Sole Charge, Student Supervision, or Working Without General Supervision salary structures exist for Industry-Wide Miscellaneous Rates (IWMR) professions, plus the General Wage Increase(s) and/or COLA(s), as applicable.

OR

The Grade II salary structure for job family professions plus the General Wage Increase(s) and/or COLA(s), as applicable.

**YEAR 1 (effective the first pay period after April 1, 2022)**

**P1 Salary Structure Phase-In (to be applied after the applicable GWI)**

- a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to salary structures that are equal to 33.96% of the difference between the Base Salary Structure and the Target Salary Structure.
- b) IWMR Staff level employees assigned duties and responsibilities at the Sole Charge, Student Supervision, or Working Without General

Supervision level will be paid in accordance with the Sole Charge, Student Supervision, or Working Without General Supervision salary structure for their profession, in accordance with the appropriate payroll coding up methodology.

- c) Health Science Professionals classified at Grade I assigned Grade II duties and responsibilities will be paid in accordance with the Grade II salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- d) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date.

## **YEAR 2 (effective the first pay period after April 1, 2023)**

### **P1 Salary Structure Phase-In (to be applied after the applicable GWI/COLA)**

- a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to salary structures that are equal to 65.52% of the difference between the Base Salary Structure and the Target Salary Structure.
- b) IWMR Staff level employees assigned duties and responsibilities at the Sole Charge, Student Supervision, or Working Without General Supervision level will be paid in accordance with the Sole Charge, Student Supervision, or Working Without General Supervision salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- c) Health Science Professionals classified at Grade I assigned Grade II duties and responsibilities will be paid in accordance with the Grade II salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- d) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date.
- e) Further to a review of the Year 1 expenditure for the P1 Salary Structure Phase in the 65.52% increase above will be confirmed or expanded as necessary by the CRCIC by no later than May 1st, 2023.

### **Grid Level Adjustments (to be applied before the P1 Salary Structure Phase-In above)**

The following professions will receive the following wage grid level adjustments:

- Anesthesia Assistant Trainee - two grid lift

- Public Health Inspectors/Environmental Health Officers - one grid lift
- Radiation Therapists - four grid lift
- Respiratory Therapists - one grid lift
- Radiation Therapy Service Technologists – four grid lift
- Radiology Service Technologists and Radiology Service Technologist Trainees – four grid lift
- Radiology Service Technologists Supervisors – three grid lift

**YEAR 3 (effective the first pay period after April 1, 2024)**

**Full Implementation of the P1 Profile and Corresponding Salary Structures (to be applied after the applicable GWI/COLA)**

- a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to the Target Salary Structure.
- b) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date.

**YEAR 3 (effective dates to be determined by the CRCIC but no later than February 28, 2025)**

- a) Full implementation of the new profile-based classification system, i.e. all remaining profiles and corresponding salary structures, Classification Manual, and Maintenance Agreement. In conjunction with the implementation of the new classification system, the CRCIC will review the Year 2 expenditure for the P1 Salary Structure Phase-In.
- b) Where a new salary structure is less than an incumbent's current rate, the incumbent shall maintain their current rate and receive all future general wage increases while they continue to occupy the same position.

**APPENDIX 21.3 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Hospital Pharmacy Residency Program Note**

Revise the Hospital Pharmacy Residency Program Notes, as follows:

Graduates of the Hospital Pharmacy Residency Program shall be credited with an additional year of service for increment progression purposes for each completed year in the Residency Program, i.e., credited with one additional year of service for one completed year and two additional years of service for two completed years, but not to exceed the maximum increment in the grid level.

## APPENDIX 22 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Joint Classification Committee

1. The parties will establish a joint classification committee (the “Committee”) which will make recommendations to the parties to modernize the classification system.
2. The Committee will be comprised of three (3) representatives from the HEABC/Health Authorities and three (3) from the HSPBA.
3. The Committee will develop objective job classification criteria and operating instructions for all jobs within the scope of the HSPBA bargaining unit.
4. The Committee will develop a new classification system which:
  - (a) creates administrative and procedural efficiencies,
  - (b) defines the full scope working level professional which will include the work and responsibilities classified at Grade 1 and Grade II of the current classification system,
  - (c) defines the full scope working level professional for both Industry-Wide Miscellaneous Rates (“IWMR”) and memoranda professions in priority sequence based on the number of employees working in the profession for the purposes of developing the classification system. Full scope working level for IWMR and/or memorandum professionals shall include, but is not limited to, sole charge, senior, student supervision and working without general supervision classification levels,
  - (d) provides for valid and meaningful distinctions between classification levels above the full working level professional, which may include clinical and/or administrative/supervisory streams,
  - (e) supports flexibility in the design of jobs within the scope of the bargaining unit, and
  - (f) values professional practice leadership.
5. The Committee members will exchange relevant documentation and information from existing databases and/or reports that will facilitate the work of the Committee.

6. The Committee will make appropriate arrangements for meetings with each party covering its own costs and cost sharing where mutually agreeable.
7. In the event that the parties agree to request the assistance of a mutually agreeable facilitator, they will share the costs equally.
8. The Committee will report back to the parties, in writing, no later than October 31, 2011. The written report will identify the findings and the joint recommendations of the Committee and will also report on areas where the Committee did not reach consensus.
9. The recommendations will only be implemented by mutual agreement of the parties and will be conditional on the funding being available should the recommendations have a cost.

## **APPENDIX 23 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Classification System Implementation**

During negotiations of the renewal of the 2006 – 2010 Health Science Professional Collective Agreement the parties created a Joint Classification Committee with the objective of making recommendations to the parties in relation to a new classification system.

The parties agree that the recommendations of the Joint Classification Review Committee are subject to mutual agreement and will only be implemented if there is funding identified in the Provincial Government’s fiscal mandate.

In considering the implementation of these joint recommendations the parties agree that the introduction of the full working level professional is an important priority and the parties will make every reasonable effort to fulfill this priority.

This priority is subject to the allocation of sufficient funding and will be deemed to be satisfied once the wage rate of the full scope working level professional is equal to the existing Grade II rate of pay.



## APPENDIX 24 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

**THIS APPENDIX APPLIES ONLY TO EMPLOYEES WHO WERE SUBJECT TO CHANGES MADE PURSUANT TO THIS APPENDIX BETWEEN APRIL 1, 2011 AND SEPTEMBER 25, 2012.**

### **Re: Interim Classification Modifications**

During the negotiations for the renewal of the 2006 – 2010 Health Sciences Professional Collective Agreement the parties made a commitment to improve the classification system. In order to fulfill this commitment the parties agree to establish a classification committee to make recommendations to the parties regarding the modernization of the classification system.

While the classification committee is fulfilling its objectives and pending the implementation of these recommendations, the parties have agreed to apply the following interim measures:

#### **Operating Instructions**

- The requirement of Paragraph 3(a) for each Health Science Professional department to have a Lead Health Science Professional is suspended.
- The requirements of Paragraph 3(b) are modified to read:

Where there is no Lead Health Science Professional, the most senior ranked Health Science Professional(s) within the Health Science Professional department, as determined by the Employer, will be classified in accordance with the Provisions of the Wage Schedule, Section 1 (Wage Schedule).

- Paragraph 3(c) is deleted.

#### **General Supervision**

- The Classification Definition of “General Supervision” is suspended and the following interim definition will be operative:

All Grade I positions will have access to a supervisor in the Health Authority/Health Organization in their own discipline for clinical guidance where necessary. Such access does not need

to be provided on-site and may be provided in-person or by email, telephone or other means of communication.

Supervisors who provide clinical guidance under the interim definition of "General Supervision" will not, by virtue of that responsibility alone, be classified or coded up to a higher classification.

The interim definition of "General Supervision" will apply to the grade definitions in the Job Families and to those Industry-Wide Miscellaneous Rates and memorandums that expressly include references to "working without general supervision".

For Industry-Wide Miscellaneous Rates and memorandums that do not specifically reference "working without general supervision" as a basis for compensation, the interim definition of "General Supervision" and the application of "working without general supervision" do not apply.

- The provisions of Article 10.04(b) apply to employees assigned to a lower-rated position as a direct result of the implementation of the new definition of "General Supervision" provided the employee remains in the position.

Note: the Classification Definition of "General Supervision" is amended to include a note referencing this Memorandum.

**APPENDIX 25 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

Previously Multi-Employer Steward

## APPENDIX 26 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Early Accommodation Measures for Employees

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

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

## **APPENDIX 27 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Transition to 37.5 Hour Work Week**

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

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

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

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

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

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

## APPENDIX 28 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

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

WHEREAS:

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

Therefore HEABC and HSA agree as follows:

- 1) This agreement, including the definitions contained within it, (together referred to herein as the "Agreement") is made on a without prejudice basis to the positions either party may adopt or advance at subsequent bargaining.
- 2) In this Agreement and only for the purposes of this Agreement, the following terms are deemed to have the meanings that are set out below each term:

i) Professional Association

An organization representing the interests of a particular profession through various activities including but not limited to education, certification, professional development, publications, knowledge resources, conferences, research or networking.

ii) Licensure

A process required by law where a regulatory body permits individuals who possess the necessary credentials and/or qualifications to engage in a particular occupation or profession and/or to use a particular title. In certain professions, licensure and registration (see below) might be synonymous terms.

iii) Certification

A process to ensure individuals have achieved entry-level competency (skills, knowledge, education) to practice their profession. Measurement of competency can include but is not limited to examination (written or oral), minimum work experience and/or educational requirements.

Certification is not intended to assure appropriate professional conduct or continued competency once an individual is deemed certified and practicing.

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

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

iv) Registration

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

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

v) Membership

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

- 3) Employers can continue to require certification as a condition of employment.
- 4) The Employer, in its sole discretion, may bear the cost of employees' membership in a professional association. Other than in circumstances where membership in a professional association is required for statutory, regulatory or accreditation purposes, as described in Paragraph 7 below, if an Employer requires membership in a professional association, the cost of the membership will be borne by the Employer.
- 5) Employers can continue to require that employees meet the eligibility requirements for membership in an applicable professional association.

- 6) This Agreement does not in anyway diminish an Employer's right to continue an existing practice related to those professions that, currently or in the future, are required by professional statutes to be registered in order to practice the profession.
- 7) It is not the intention of this Agreement to reduce or otherwise negatively impact an Employer's ability to fulfill its mandated service expectations. It is recognized that in certain instances, a statute, regulation or accrediting body may require registration or membership in a particular professional association. Current practices in these circumstances are not impacted by this agreement. If, during the life of this Agreement, a new obligation arises from an accrediting body for the Employer to require other than certification and eligibility for membership, the Employer, HEABC and the Union will meet to address the specific circumstances and find a resolve. The Employer acknowledges that requirements for membership by an accrediting body have typically arisen in the context of educational initiatives that require membership of program staff.

It is typically obligations of this nature that are contemplated under the term "new obligations" in this Agreement. If they are not able to reach agreement, a mutually agreed arbitrator will be appointed to assist the parties up to and including expedited arbitration.

- 8) HSPBA will continue to encourage its members to actively participate in their respective professional association.
- 9) Future job descriptions will reflect the terms of this agreement. Any inconsistencies between existing job descriptions and this agreement will be governed by this agreement.



**APPENDIX 28.1 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Professional Bodies Fee Fund**

The parties have agreed to allocate funding to the HSPBA to administer the partial reimbursement of fees for membership in professional bodies for HSPBA employees.

HEABC will allocate \$3,100,000 in year one, and \$474,000 in year two, for a Professional Bodies fee fund (the "Fund") to be administered by the HSPBA. The fund is not intended to cover fees that must be borne by the Employer pursuant to Appendix 28.

The criteria for and date of distribution will be determined by the HSPBA. Up to ten percent (10%) of the Fund received by each Constituent Union will be used to cover administrative costs. This is in the sole discretion of and for the sole benefit for each Constituent Union.

The HSPBA will provide HEABC with an annual written report containing a summary of the Fund's expenditures and balances and will verify that the Fund was used to support the work as described.

## APPENDIX 29 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### **Re: Disability Management Representatives**

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

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

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

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

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

**APPENDIX 30 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: EDMP Representatives**

There shall be a maximum of 10.25 FTE of Union-appointed EDMP Representatives, including one EDMP Coordinator.

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

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

**APPENDIX 30.1 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: EDMP Expenses and Joint Education**

Effective April 1, 2019, the Employer will contribute one-hundred thousand (\$100,000) dollars per fiscal year to pay for administration costs, including jointly developed training and education, travel, electronic equipment and other expenses associated with the provision of HSPBA EDMP representation on a provincial basis.

## **APPENDIX 31 – MEMORANDUM OF UNDERSTANDING**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Expedited Arbitration Process for Classification**

1. All Article 11 grievances shall be considered suitable for expedited arbitration. Where it is mutually agreed that multiple grievances pertain to the same issue, such grievances will be consolidated. The arbitrator may determine that a dispute is not appropriate for expedited arbitration and that a full hearing is required as per Article 8.
2. The expedited arbitration process outlined below shall be utilised for all classification grievances filed up until the time of the implementation of a new classification system or April 1, 2016, whichever is sooner. The process may be continued by mutual agreement.
3. A representative of HEABC and the Union shall meet monthly, or as often as is required, to review the outstanding grievances and assign named arbitrators on a rotational basis. The location of the hearing will be at a location central to the geographic area in which the dispute arose.
4. Following the parties' disclosure of all relevant documents, exchange of particulars of their respective case, including the current classification, the rationale for the current classification, the classification sought and the proposed rationale for reclassification and the resolve each party is seeking, and at least one month prior to the hearing, the parties will prepare a joint statement of the agreed/disputed facts.
5. On a rotational basis, the parties shall use Joan Gordon, John Kinzie, and Vince Ready (or other mutually agreed arbitrator) as sole arbitrators.
6. The process is intended to be informal, although HEABC may be used to represent the Employer. Outside legal counsel will not be used to represent either party.
7. All presentations are to be short and concise and are to include a comprehensive opening statement clearly stating the expected resolve. The parties agree to make limited use of authorities during their presentations.
8. The number of witnesses shall be limited and shall only be called to give evidence where the arbitrator deems it necessary to resolve a conflict of facts.

9. Where the parties mutually agree that an in-person hearing is not necessary to resolve the dispute, the parties may proceed by way of written submission and/or teleconference.
10. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
11. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding or in any discussions or processes relating to the creation or implementation of a new classification system.
12. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
13. The parties shall equally share the costs of the fees and expenses of the arbitrator.
14. The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 of the HSPBA/HEABC Provincial Agreement and under the *Labour Relations Code*.
15. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

## APPENDIX 32 – LETTER OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

### Re: Early Retirement Incentive Benefit

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

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

It is agreed that:

- The Union will be provided with the information necessary in order to contact potentially eligible employees, three months prior to their earliest possible eligibility.
- The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.
- Employees who apply for ERIB may choose to continue to maintain the Extended Health Benefit plan and Dental plan coverage to age 65. The premiums will be cost shared by the Employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance, on a monthly basis (See Appendix 10 Section B (5.2) and Appendix 11 Section I(B) and Appendix 12 Section I(B)).

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

(Note: This provision impacts Appendix 10 – Enhanced Disability Management Program, Appendix 11 – Long Term Disability Plan – Effective August 4, 2006, and Appendix 12 – Long Term Disability Trust)

## APPENDIX 33 – LETTER OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

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

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

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

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

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

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

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

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

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



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

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

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

*\*read patients as 'patients, residents or clients'*

**APPENDIX 34 – LETTER OF AGREEMENT**

**between**

**FRASER HEALTH AUTHORITY**

**INTERIOR HEALTH AUTHORITY**

**NORTHERN HEALTH AUTHORITY**

**PROVINCIAL HEALTH SERVICES AUTHORITY**

**VANCOUVER COASTAL HEALTH AUTHORITY**

**VANCOUVER ISLAND HEALTH AUTHORITY**

**and**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Professional Development Fund**

A Professional Development Fund of \$400,000 for each year of the term of the Collective Agreement is to be established for use by HSPBA members. The administration of the Fund will be determined by HSPBA.

## **APPENDIX 35 – LETTER OF AGREEMENT**

**between**

**MINISTRY OF HEALTH**

**and**

**FRASER HEALTH AUTHORITY**

**INTERIOR HEALTH AUTHORITY**

**NORTHERN HEALTH AUTHORITY**

**PROVINCIAL HEALTH SERVICES AUTHORITY**

**VANCOUVER COASTAL HEALTH AUTHORITY**

**VANCOUVER ISLAND HEALTH AUTHORITY**

**and**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Joint Strategic Partnership Committee**

The parties agree to create a Joint Strategic Partnership Committee (the “Committee”). The Committee will bring together key representatives from the HSPBA, the Ministry, the Health Authorities, and the HEABC to discuss system wide improvements and sustainability across the health care system.

The Committee will use a collaborative approach and will focus on initiatives and opportunities that support health sector strategies, to maximize the utilization of health human resources, improve system quality, productivity, safety and service delivery and ensure sustainability of the health care system.

Key policy areas and agenda items for the committee will be determined by mutual agreement of the Committee.

The Committee will have access to data relevant for the purposes of conducting Committee business.

The Committee will meet quarterly and will include high-level representation from the HSPBA, the Ministry, the Health Authorities, and the HEABC. The HSPBA and the Ministry will co-chair the Committee.

Any initiatives and/or opportunities undertaken by the Committee shall be time limited and targeted towards specific outcomes.

Each party will pay the costs of its own participation in the Committee.

The parties agree the function and purpose of the Committee will be reviewed every two years.

## APPENDIX 35.1 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Health Sciences Strategic Relations Committees (the  
“Committees”)

The Parties to this agreement are the HSPBA and the HEABC. The Parties have a shared commitment to work collaboratively through consultation to address issues relating to HSPBA employees within the context of HEABC Employers’ (the “Employer”) service delivery changes, workforce planning, and labour relations issues. To advance this commitment, the Parties agree to the value of establishing Health Sciences Strategic Relations Committees between the Union and the Employer at the local level.

The purpose of the Committees shall be to discuss developments and potential initiatives which may have a significant impact on the members of the HSPBA, and to develop collaborative approaches and timely resolutions to recurring workplace issues or issues arising at multiple worksites.

The Committees will be established as follows:

1. The frequency of the meetings will be determined by the Committees based on the size and structure of the Employer.
2. For the purposes of this work, consultation means seeking advice from, listening to, and acknowledging the mutual concerns of the Union and the Employer.
3. The Committees may be used to discuss recruitment and retention strategies at the local level, engage in workforce planning discussions and information sharing, and implementation of approved initiatives. The Committees may meet to discuss issues and resolve disputes, including policy applications, before they become grievances, and to schedule case management meetings.
4. The establishment of the Committees will not replace the current local level committees and processes that address issues related to individual grievances, local Joint Occupational Health and Safety Committee meetings, local Labour Management meetings, or consulting obligations that arise elsewhere in the collective agreement or under relevant legislation (for example, Section 54 of the Labour Relations Code, [RSBC 1996] Chapter 244).

5. The Committees will have equal representation from both the Union and the Employer and must include senior representatives with decision making authority. Other representatives or participants may be included to assist or provide expertise, as mutually agreed by the Committee members.
6. The Union and the Employer will determine the agenda which will be circulated to all attendees in advance of each meeting.
7. The Committees will meet within 60 days of ratification to discuss a schedule for meetings. Additional meetings may be set outside the schedule if required.
8. 90 days prior to the expiration of the collective agreement an evaluation will be conducted by the Parties who will make recommendations to improve the effectiveness of the Committees.
9. This Memorandum of Understanding will expire on March 31, 2025 or unless expressly agreed to by the Parties.

## **APPENDIX 36 – LETTER OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Compensation Bargaining Comparability**

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

## APPENDIX 36.1 – LETTER OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Public Sector General Wage Increases**

As part of the Memorandum of Settlement between HEABC and the HSBPA to renew the 2014 – 2019 HSPBA Collective Agreement, the parties also agree to the following:

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (i.e.: not compounded) general wage increase of more than 6%, the general wage increase in the 2019 – 2022 Collective Agreement will be adjusted on the third anniversary of the 2019 – 2022 Collective Agreement so the cumulative nominal general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded via binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the Public Sector Employers' Council Secretariat and reported by the Secretariat to the Minister responsible for the *Public Sector Employers Act*.
3. For clarity, a general wage increase applies to all bargaining unit members and does not include wage comparability adjustments, targeted low wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Understanding will be in effect during the term of the 2019 – 2022 Collective Agreement.



## APPENDIX 36.2 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Public Sector General Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this MOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Memorandum of Agreement (MOA) is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - (a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or
  - (b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers’ Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this MOA. For example purposes only, combining the 3.74% increase (as it is considered in this MOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments,

flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This MOA will be effective during the term of the Collective Agreement.

## APPENDIX 37 – LETTER OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Economic Stability Dividend**

### Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

"Real Gross Domestic Product at Market Prices" currently in November of each year.

### **The Economic Stability Dividend**

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

### **Annual Calculation and Publication of the Economic Stability Dividend**

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

For collective agreement year 3 (2016/17):

  - (a) February 2015 – Forecast GDP for calendar 2015;
  - (b) November 2016 – Real GDP published for calendar 2015;
  - (c) November 2016 – Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
  - (d) Direction from the PSEC Secretariat to Employers' associations, Employers and unions of the percentage allowable General Wage

Increase, if any, for each bargaining unit or group with authorization to Employers to implement the Economic Growth Dividend.

**Availability of the Economic Stability Dividend**

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

**Allowable Method of Payment of the Economic Stability Dividend**

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

## **APPENDIX 37.1– MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Cost of Living Adjustment**

### **Definitions**

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the Latest 12- month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

### **COLA**

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

**April 2023**

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

**April 2024**

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

## **APPENDIX 38 – LETTER OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Health and Welfare Benefits**

### **Definitions:**

1. In this Memorandum:

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

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

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

### **Formation of the JHSBT**

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



## **Co-governance of the Trust**

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

## **Benefit Funding**

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

## **Employer LTD Risk Obligation**

15.
  - (a) "Wage increases" in this clause mean general wage increases, comparability wage increases and Economic Stability Dividend increases.
  - (b) If the cost of LTD benefits as a result of utilization exceeds the growth in LTD costs resulting from wage increases:

- (i) For April 1, 2017 to March 31, 2018, the increase above wage increases over the period from April 1, 2016 to March 31, 2017;
- (ii) For April 1, 2018 to March 31, 2019, the increase above wage increases over the period from April 1, 2017 to March 31, 2018;
- (c) Health Employers will pay to the JHSBT an amount equal to the first two-percent (2.0%) of the increased utilization cost of LTD benefits and fifty percent (50%) of the costs resulting from increased utilization that exceed four percent (4%).

### **Benefit Procurement**

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

### **Benefits**

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

### **Discretionary appointment to the HBT Board**

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

### **Dispute Resolution**

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

## APPENDIX 39 – LETTER OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: PharmaCare Tie-In**

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

This cost sharing arrangement will be effective retroactive to September 1, 2013.

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

## APPENDIX 40 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Working Group on Workload**

Whereas the nature of health care is such that there will be predictable and unpredictable fluctuations in patient care and service delivery needs;

Whereas the parties recognize that workload that is consistently excessive can contribute to staff illness/injury, turnover, and attrition;

Whereas the parties recognize the importance of workload assessment which may include, but is not limited to, patient and client needs assessment, process efficiency studies, caseload volume tracking, analysis of operational data and intervention tracking;

Whereas the parties recognize the importance of dialogue and collaboration between employees and the Employer in an open and supportive manner to proactively identify, assess and strategize methods to address workload issues;

Whereas the parties recognize the Employer’s responsibility to determine the appropriate action and communication to all relevant stakeholders;

Whereas the parties established the Working Group on Workload (“WGW”) during the 2019 – 2022 Collective Agreement to develop, produce and support the implementation of guidelines.

Whereas the WGW completed and distributed the Workload Guideline. The Workload Guideline includes tools, resources and recommendations to support orientation, utilization and evaluation of the Workload Guideline.

Therefore, the parties agree as follows:

1. The parties will re-establish the collaborative Working Group on Workload (‘WGW’) to continue the work of improving workload related issues and broader implementation of the tools and strategies developed.
2. The WGW will be a proactive, solution-focused group chaired by HEABC and with equal representation between the parties, including at least one participant with occupational health and safety expertise. The previous Terms of Reference shall be updated to identify the participants from both the Employers and HSPBA, including the above referenced occupational health and safety participant.

3. The WGW will be provided with project management support which may include administrative support and resources for the updating of the Workload Guideline (if required), and the distribution of broad based educational and communication strategies for Employers and employees.
4. Following distribution of the Workload Guideline, the WGW will engage in ongoing and regular evaluation for the duration of the term of the 2022 – 2025 Collective Agreement and make recommendations on the implementation of the Workload Guideline.
5. The WGW will complete a review and evaluation of the Workload Guideline within one year after ratification. Timelines are subject to change upon mutual agreement of the parties.

## APPENDIX 41 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Days Of Cultural Or Religious Significance Pilot Project Working Group

1. The parties agree that many of the current recognized holidays under Article 21 are centered around Christian and/or colonial holidays and are therefore not meaningful or significant to many of the diverse people in our societies.

In the spirit of equity, decolonization, and inclusion the parties agree to strike a working group to both design and oversee the implementation of a pilot project that will assess resources and other commitments needed to grant flexible cultural or religious days of significance to employees:

(a) The working group will consist of six (6) participants with three (3) appointed by the Employer, one (1) of which will be a senior operational leader with appropriate decision-making authority for the Employer, and three (3) will be appointed by the Union, one (1) of which will be a Senior Union Officer or their representative, who has appropriate decision-making authority for the Union.

(b) The working group will design and seek to implement a pilot project to allow employees of diverse faith or cultural backgrounds to exchange recognized holidays under Article 21 for days of significance to them.

(c) The Working Group will meet within ninety (90) days of ratification of the collective agreement, and will continue to meet no less than once every thirty (30) days, or as agreed by the working group.

(i) The pilot project will consider at least three (3) areas/locations: one large, one small and one affiliate/community area/location, or as identified by the working group.

(ii) The working group will ensure that the pilot project will commence at the three designated areas/locations by January 1, 2024, or such other date as agreed by the working group.

(iii) The pilot project will include all recognized holidays under Article 21, subject to determination by the working group.

(iv) The pilot project will not affect the aggregate entitlement to days off or pay for the pilot participants.

(v) The working group will assess and evaluate the effectiveness of the pilot and report back to the parties on or before March 31, 2025.

## APPENDIX 42 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

### Re: Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

#### Definitions:

A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee’s culture. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

“Family” for the purposes of accessing Bereavement leave includes an Indigenous employee’s family as defined by Article 15, as well as an Indigenous elder\*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

\* An Indigenous elder is designated as such by their community.

- (a) Effective April 1, 2022, an Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee’s entitlement to leave under Article 15 - Bereavement Leave as applicable (and per the expanded definition of “immediate family”, above). The number of days shall be increased to three (3) days per calendar year effective January 1, 2023 and five (5) days per calendar year effective January 1, 2024.
- (b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of “immediate family,” above).



(c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

## APPENDIX 43 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Recruitment and Retention of Indigenous Workers**

1. The parties agree that Indigenous peoples are under-represented as workers in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the HSPBA bargaining unit.
2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:
  - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
  - where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
  - where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship roles.
3. The parties agree that there may be new or existing positions that require lived experience, or knowledge of Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.
4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required

qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.

## APPENDIX 44 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Provincial Indigenous Specific Anti – Racism “ISAR” Committee

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples in BC’s health system, as highlighted in the 2020 In Plain Sight report.

The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers, including by:

- committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- working together to actively identify, address and rectify barriers in Collective Agreements; and
- working to increase the representation of Indigenous individuals in the healthcare workforce.

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

To date, and in furtherance of recommendation no. 19 of the In Plain Sight report, Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of

Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the "Forum"). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

By (date), Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;
- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the In Plain Sight recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Health Sciences Professionals. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum quarterly, or more frequently as deemed necessary.

## APPENDIX 45 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Joint Provincial Health Human Resources Coordination Centre (PHHRCC) – Bargaining Association Consultation Forum**

Social, environmental, demographic, and economic factors are increasing the demand for healthcare within British Columbia. To deliver the required services a skilled and engaged workforce is required. That workforce is integral to a robust, accessible public system with the ability to rapidly respond to key challenges.

The past few years have been a time of unprecedented change and challenge for B.C.’s health workforce. It is important for the system to have a coordinated approach to identify important themes, address challenges, and build upon existing resources to create a sustainable, equitable, and effective healthcare system.

To effectively deliver on this work the Ministry of Health has established a new Provincial Health Human Resources Coordination Centre (PHHRCC) with membership from the Ministry of Health, Health Sector Workforce and Beneficiary Services Division, regional health authorities, the Provincial Health Services Authority, the Health Employers Association of B.C., and the First Nations Health Authority. The PHHRCC reports to Leadership Council.

The PHHRCC is intended to bring significant focus, attention and discipline to key provincial-level human resource planning activities and initiatives. It will identify strategic actions, develop implementation plans for key approaches, and provide governance, oversight and monitoring of the implementation of these plans. The PHHRCC will look at both intermediate and long-term strategies and actions, as well as address urgent challenges through immediate action, including a focus on supporting Indigenous workers and supporting development of a culturally safe workplace.

In furtherance of the work of the PHHRCC, the Ministry of Health wishes to create a forum for input from Unions. To that end, on a regular basis the Ministry will convene a joint PHHRCC – Bargaining Association consultation forum for the following purposes:

1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.

2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through In Plain Sight.
3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness.
4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

PHHRCC acknowledges the mutual covenants binding the Parties (HEABC and the HSPBA) through the terms and conditions of the Collective Agreement. When enacting activities and initiatives, PHHRCC shall give recognition to the process for amending these terms and conditions.

By October 15, 2023, the Ministry of Health will convene the Forum and present the Terms of Reference for input prior to finalization by the Ministry.

The Ministry intends for this Forum to serve all interested parties in the provincial health care sector, not only the Health Sciences Professionals. To that end, the Ministry will make efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum semi-annually, or more frequently as deemed necessary.

## APPENDIX 46 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Diversity, Equity and Inclusion Working Group**

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to March 31, 2025.
7. The Working Group’s focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
  - Develop terms of reference;
  - Engage and consult stakeholders as required;
  - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;



- Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;
- Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
- Review available data in accordance with applicable privacy legislation;
- Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
- Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:
  - (i) suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and
  - (ii) suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.

8. The Working Group will make recommendations to PHHRCC.

9. The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.

## APPENDIX 47 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

**Re: Gender Diversity & Inclusion**

**General Inclusion & Gender-Affirming Support**

The parties agree to the following:

1. The parties agree that two-spirit, gender-diverse and transgender people have experienced and continue to experience barriers to respect, representation and safety in the workforce. Addressing these concerns in the health sector workforce is a critical strategy to ensure equity and inclusion within the health care system for both workers and patients/ residents/ clients/ service users. To that end, the parties will actively engage in creating workplaces that are inclusive of gender diversity which may include policies and practices with a gender inclusive lens, gender-affirming leave(s), and workspaces for gender-diverse individuals and ongoing educational resources and supports.
2. The parties will work together to protect the job security, privacy, and safety of transgender, gender diverse, and two-spirit workers at all times in accordance with the Collective Agreement and legislation.
3. Upon an employee’s request, the Employer will work with the employee (and the Union, if requested) to prepare a gender-affirming support plan that is respectful, employee-centered, and tailored to the employee’s particular needs, including how and if any name or pronoun changes will be communicated.
4. Employees may request that the Employer correct their personal information, such as name and gender changes, directories, and workplace documents. This may include but not be limited to seniority lists, nametags, employee IDs, email addresses, organizational charts, and schedules. Employers will correct personal information pursuant to applicable privacy law.
5. Gender-identity and expression is identified as a type of Human Rights Code discrimination. Gender-based discrimination can happen at the workplace or online and includes but is not limited to intentional:
  - Deadnaming (using employee’s former name);

- Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
- Doxxing (sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).

This MOA is not intended to limit the work of the DEI Working Group in advancing gender diverse inclusion in the workplace.

### **Extended Health Benefits Plan**

Upon ratification, the Parties will make a joint request to the JHSBT to:

- (a) Expedite a review of the extended health benefits plan to determine gaps in gender affirming care, including coverage for transition related expenses such as: reconstructive surgery, wigs, binders, gaffs, electrolysis and hair removal, prosthesis, hormone therapy, silicon/saline implants, special bras for prosthesis, voice classes, mental health and other specialized counselling, and medical-related travel expenses;
- (b) Amend the plan with coverage for the costs of gender-affirming care not currently provided at their discretion; and
- (c) Report out to the parties, Employers and employees on any plan design changes.

### **Gender-Affirming Medical Leave**

The Employer will grant an employee a cumulative total of up to eight (8) weeks of leave with pay for medical procedures and revisions. Additional paid or unpaid leave may be provided through collective agreement leave provisions.

### **Bathrooms/Changerooms**

A worker may use the bathroom/changeroom of their lived gender regardless of whether or not they have sought or completed surgeries or completed a legal name or gender change. Employers will:

- (a) Ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender expression or identity by ensuring there is signage welcoming all genders and confirm this to the HSPBA within six (6) months of ratification; and
- (b) Post signage in all bathroom/changeroom facilities about diverse genders being welcome in these spaces.

**APPENDIX 48 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Forensic Psychiatric Hospital Premium**

Whereas:

- (a) PHSA, through its agency, BC Mental Health and Substance Use Services, operates the Forensic Psychiatric Hospital and six Regional Forensic Clinics (collectively, the “FPH”).
- (b) The FPH treats and rehabilitates individuals who have come in conflict with the law and are deemed either unfit to stand trial or not criminally responsible on account of mental illness, per the Criminal Code.
- (c) PHSA employs HSPBA staff at the FPH.
- (d) Nurses employed at the FPH receive premium pay for working in Minimum and Medium security units and community settings, and greater premiums for working in Maximum, Multilevel security units.
- (e) The Parties wish to establish premiums applicable to HSPBA employees working at the FPH, in order to reflect the distinctive challenges associated with working with this unique population.

NOW THEREFORE the Parties agree as follows:

In recognition of the unique challenges associated with working in the FPH, effective date of ratification PHSA will pay an additional hourly premium to HSPBA employees working at the FPH on hours worked equal to:

2% of the straight-time hourly rate of pay for employees working in Minimum and Medium security units and community settings; and

4% of the straight-time hourly rate of pay for employees working in Maximum and Multi-level security units.

Designations of which units are Minimum, Medium, and Maximum/ Multi-level security for the purpose of applying section 1 above will be in accordance with the unit designations used for nurses employed in the FPH, which will be provided to HSPBA as updated.

The parties have carefully read the Agreement, understand its contents, and have voluntarily signed this Agreement below.

**APPENDIX 49 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Employee 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 to the appropriate rate for the classification, and the employee shall be paid to the date of employment for a period not greater than twelve (12) months. The portability provisions of this Agreement do not apply to this twelve (12) month period for purposes of the retroactive pay adjustment.

Note: This Memorandum shall remain in full force and effect until the full implementation of the new profile-based classification system, at which time this language shall be incorporated into the new Classification Manual.

**APPENDIX 50 – MEMORANDUM OF AGREEMENT**

**between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

**and**

**THE ASSOCIATION**

**Re: Dual Qualifications**

Revise the collective agreement references to Dual Qualifications, as follows:

References to “the employee needing to be eligible for registration in both associations” will be deleted.

## ATTACHMENT A

### Worksites

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

Common Site Name	Legal Name	Location	Union
100 Mile House Alcohol and Drug Services	Interior Health Authority	100 Mile House	BCGEU
100 Mile District Hospital	Interior Health Authority	100 Mile House	HSA
Abbotsford Regional Hospital	Fraser Health Authority	Abbotsford	HSA
Aberdeen Hospital	Vancouver Island Health Authority	Victoria	HSA
Adanac Park Lodge	Little Mountain Residential Care & Housing Society	Vancouver	HSA
AIDS Vancouver	Vancouver AIDS Society	Vancouver	HSA
Alberni Valley Drug and Alcohol Prevention Service	Alberni Valley Drug and Alcohol Prevention Service	Port Alberni	BCGEU
Alouette Addictions Services	Alouette Addictions Services Society	Maple Ridge	HSA
Arrow and Slocan Lakes Community Services	Arrow and Slocan Lakes Community Services	Nakusp	HSA
Arrow Lakes Hospital	Interior Health Authority	Nakusp	HSA
Arthritis Society	Arthritis Society, The	Vancouver	HSA
Ashcroft and District General Hospital	Interior Health Authority	Ashcroft	HSA



<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Aurora Centre	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
B.C. Centre for Disease Control	B.C. Centre for Disease Control and Prevention Society Branch	Vancouver	BCGEU PEA
B.C. Children's Hospital	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
B.C. Women's Hospital and Health Centre	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA
Barriere and District Health Centre	Interior Health Authority	Barriere	HSA
Bastion Place	Interior Health Authority	Salmon Arm	HSA
Boundary Hospital	Interior Health Authority	Grand Forks	HSA
Brookhaven Care Centre	Interior Health Authority	Kelowna	HSA
Bulkley Lodge	Northern Health Authority	Smithers	BCGEU
Bulkley Valley District Hospital	Northern Health Authority	Smithers	HSA
Burnaby Hospital	Fraser Health Authority	Burnaby	HSA
Burnaby Psychiatric Services, Adult In-Patient & Out-Patient Units	Fraser Health Authority	New Westminster	PEA
Burquitlam Lions Care Centre	Burquitlam Care Society	Coquitlam	BCGEU HSA
Campbell River and District General Hospital	Vancouver Island Health Authority	Campbell River	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Canadian Blood Services – Surrey Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Surrey	HSA
Canadian Blood Services – Vancouver Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Vancouver	HSA
Canadian Blood Services – Victoria Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Victoria	HSA
Canadian Mental Health Association, Vancouver- Burnaby Branch	Canadian Mental Health Association, Vancouver- Burnaby Branch	Vancouver	HEU
Cariboo Memorial Hospital	Interior Health Authority	Williams Lake	HSA
Carlton Lodge	CPAC (Carlton Gardens) Inc.	Burnaby	HSA
Carlton Private Hospital	CPAC (Carlton Gardens) Inc.	Burnaby	HSA
Castlegar and District Community Health Centre	Interior Health Authority	Castlegar	HSA
Cedarview Lodge	Vancouver Coastal Health Authority	North Vancouver	HSA
Central Island Health Services Delivery Area – Community Health (Continuing/Public/ Mental), Home Support	Vancouver Island Health Authority	Nanaimo	BCGEU PEA
Centre for Ability (The)	British Columbia Centre for Ability Association	Vancouver	HSA
Centre for Child Development	Centre for Child Development of the Lower Mainland	Surrey	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Chase Medical Clinic	Interior Health Authority	Chase	HSA
Chemainus Health Care Centre	Vancouver Island Health Authority	Chemainus	HSA
Chester House	Coast Foundation Society	Vancouver	HSA
Chetwynd General Hospital	Northern Health Authority	Chetwynd	HSA
Child Development Centre of Fort St. John and District	Child Development Centre Society of Fort St. John and District	Fort St. John	HSA
Child Development Centre of Prince George and District Association, The	Child Development Centre of Prince George and District Association, The	Prince George	HSA
Chilliwack General Hospital	Fraser Health Authority	Chilliwack	HSA
Columbia View Lodge	Interior Health Authority	Trail	HSA
Comox Valley Child Development Association	Comox Valley Child Development Association	Courtenay	HSA
Cormorant Island Community Health Centre	Vancouver Island Health Authority	Alert Bay	HSA
Cottonwoods Extended Care	Interior Health Authority	Kelowna	HSA
Cowichan District Hospital	Vancouver Island Health Authority	Duncan	HSA
Cranbrook Home Support Services	Interior Health Authority	Cranbrook	HSA
Creston Valley Hospital	Interior Health Authority	Creston	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Crossroads Treatment Centre Society	Crossroads Treatment Centre Society	Kelowna	BCGEU
Cumberland Health Centre	Vancouver Island Health Authority	Cumberland	HSA
David Lloyd-Jones Home	Interior Health Authority	Kelowna	HSA
Dawson Creek and District Hospital	Northern Health Authority	Dawson Creek	HSA
Deaf Children's Society	Deaf Children's Society of B.C.	Burnaby	HSA
Delta Hospital	Fraser Health Authority	Delta	HSA
Dixon House	Dixon Transition Society	Burnaby	HSA
Dogwood Lodge	Vancouver Coastal Health Authority	Vancouver	HSA
Dr. F. W. Green Memorial Home	Interior Health Authority	Cranbrook	HSA
Dr. Helmcken Memorial Hospital	Interior Health Authority	Clearwater	HSA
Dunrovin Park Lodge	Northern Health Authority	Quesnel	HSA
Eagle Park Health Care Facility	Vancouver Island Health Authority	Qualicum	HSA
Eagle Ridge Hospital and Health Care Centre	Fraser Health Authority	Port Moody	HSA
East Kootenay Addiction Services Society	East Kootenay Addiction Services Society	Cranbrook	BCGEU
East Kootenay Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Interior Health Authority	Cranbrook	BCGEU PEA
East Kootenay Regional Hospital	Interior Health Authority	Cranbrook	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Echo Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Elizabeth Bagshaw Women's Clinic	Elizabeth Bagshaw Society	Vancouver	BCGEU
Elk Valley Hospital	Interior Health Authority	Fernie	HSA
Elkford Healthcare Centre	Interior Health Authority	Elkford	HSA
Fellburn Care Centre	Fraser Health Authority	Burnaby	HSA
Fir Park Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Fort Nelson General Hospital	Northern Health Authority	Fort Nelson	HSA
Fort St. John Hospital and Peace Villa	Northern Health Authority	Fort St. John	HSA
Fraser Canyon Hospital	Fraser Health Authority	Hope	HSA
Fraser Lake Diagnostic & Treatment Centre	Northern Health Authority	Fraser Lake	HSA
Fraser Valley Cancer Agency	British Columbia Cancer Agency Branch	Surrey	HSA
Fraser Valley Child Development Centre	Fraser Valley Child Development (1982) Society	Abbotsford	HSA
Fraser Valley Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	Abbotsford	BCGEU PEA
G.F. Strong Rehabilitation	Vancouver Coastal Health Authority	Vancouver	HSA
G.R. Baker Memorial Hospital	Northern Health Authority	Quesnel	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
G.R. Pearkes Centre for Children	Vancouver Island Health Authority	Victoria	HSA
George Derby Centre	George Derby Care Society	Burnaby	HSA
George Pearson Centre	Vancouver Coastal Health Authority	Vancouver	BCGEU HSA
German-Canadian Care Home	German-Canadian Benevolent Society of B.C.	Vancouver	HSA
Glacier View Lodge	Glacier View Lodge Society	Courtenay	HSA
Glengarry Hospital	Vancouver Island Health Authority	Victoria	HSA
Gold River Health Clinic	Vancouver Island Health Authority	Gold River	HSA
Golden and District General Hospital	Interior Health Authority	Golden	HSA
Gorge Road Hospital	Vancouver Island Health Authority	Victoria	HSA
Greater Victoria Drug and Alcohol Rehabilitation	Vancouver Island Health Authority	Victoria	BCGEU
Heritage Village	Fraser Health Authority	Chilliwack	HSA
Hillside Lodge	Hillside Lodge Ltd.	Surrey	HEU
Holy Family Hospital	Providence Health Care Society	Vancouver	HSA
Houston Health Centre	Northern Health Authority	Houston	BCGEU HSA
Hudson's Hope Health Centre	Northern Health Authority	Hudson's Hope	HSA
Invermere and District Hospital	Interior Health Authority	Invermere	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
James Bay Community Project	James Bay Health and Community Services Society	Victoria	BCGEU
Kelly Care Centre	Interior Health Authority	Summerland	HSA
Kelowna General Hospital	Interior Health Authority	Kelowna	HSA
Kimberley Special Care Home	Interior Health Authority	Kimberley	HSA
Kinghaven Treatment Centre	Kinghaven Peardonville House Society	Abbotsford	BCGEU
Kitimat General Hospital	Northern Health Authority	Kitimat	HSA
Kiwanis Care Centre (North Vancouver)	Vancouver Coastal Health Authority	North Vancouver	HSA
Kootenay Boundary Health Services Delivery Area – Community Health (Continuing/ Public/Mental)	Interior Health Authority	Castlegar	BCGEU PEA
Kootenay Boundary Regional Hospital	Interior Health Authority	Trail	HSA
Kootenay Lake Hospital	Interior Health Authority	Nelson	HSA
Lady Minto Gulf Islands Hospital	Vancouver Island Health Authority	Salt Spring Island	HSA
Ladysmith and District General Hospital	Vancouver Island Health Authority	Ladysmith	HSA
Lakes District Hospital and Health Centre	Northern Health Authority	Burns Lake	HSA
Langley Memorial Hospital	Fraser Health Authority	Langley	HSA
Lillooet Hospital and Health Centre	Interior Health Authority	Lillooet	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Lions Gate Hospital	Vancouver Coastal Health Authority	North Vancouver	HSA
Little Mountain Place	Little Mountain Residential Care & Housing Society	Vancouver	HSA
Living Positive Resource Centre, Okanagan	Living Positive Resource Centre, Okanagan	Kelowna	HSA
Logan Lake Health Care Centre	Interior Health Authority	Logan Lake	HSA
Lookout Preschool	Centre for Child Development of the Lower Mainland	Delta	HSA
Louis Brier Home and Hospital	Jewish Home for the Aged of British Columbia	Vancouver	HSA
Mackenzie and District Hospital	Northern Health Authority	MacKenzie	HSA
Maple Ridge Treatment Centre	Fraser Health Authority	Maple Ridge	BCGEU
Maplewood House	Maplewood Seniors Care Society	Abbotsford	HSA
Masset Hospital	Northern Health Authority	Queen Charlotte City	HSA
McBride and District Hospital	Northern Health Authority	McBride	HSA
Mills Memorial Hospital	Northern Health Authority	Terrace	HSA
Mission Memorial Hospital	Fraser Health Authority	Mission	HSA
Mount Saint Joseph Hospital	Providence Health Care Society	Vancouver	HSA
Mount Saint Mary Hospital	Marie Esther Society, The	Victoria	HSA



<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Mount Tolmie Hospital	Vancouver Island Health Authority	Victoria	HSA
Mount Waddington Alcohol & Drug/Mental Health Programs	Vancouver Island Health Authority – Central/North Island	Port McNeill	HSA
MPA – Motivation, Power & Achievement Society	MPA – Motivation, Power & Achievement Society	Vancouver	HSA
N.O.N.A. Child Development Centre	North Okanagan Neurological Association	Vernon	HSA
Nanaimo Community Mental Health Services	Vancouver Island Health Authority	Nanaimo	HSA
Nanaimo Regional General Hospital	Vancouver Island Health Authority	Nanaimo	HSA
Nelson Jubilee Manor	Interior Health Authority	Nelson	HSA
Nicola Valley Health Centre	Interior Health Authority	Merritt	HSA
North Island Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	Cumberland	BCGEU PEA
North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	North Vancouver	BCGEU CUPE HSA PEA
North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Gibsons)	Vancouver Coastal Health Authority	Gibsons	BCGEU PEA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Northeast Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Northern Health Authority	Dawson Creek	BCGEU PEA
Northern Interior Health Services Delivery Area – Community Health (Continuing/Public/Mental) Prince George	Northern Health Authority	Prince George	BCGEU PEA
Northern Interior Health Services Delivery Area – Community Health (Continuing/Public/Mental) Quesnel	Northern Health Authority	Quesnel	BCGEU PEA
Northwest Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Northern Health Authority	Terrace	BCGEU PEA
Okanagan – Similkameen Neurological Society Child Development Centre	Okanagan – Similkameen Neurological Society	Penticton	HSA
Okanagan Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Kelowna)	Interior Health Authority	Kelowna	BCGEU PEA
Okanagan Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Vernon)	Interior Health Authority	Vernon	BCGEU PEA
Okanagan Health Services Delivery Area – Community Mental Health Services & Alcohol and Drug Treatment Centre	Interior Health Authority	Revelstoke	HEU
Open Door Group	Open Door Social Services Society	Various	HSA
Open Door/SIL Programs	Vancouver Island Health Authority	Duncan	BCGEU

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Overlander Extended Care Hospital	Interior Health Authority	Kamloops	HSA
Pacifica Treatment Centre Society	Pacifica Treatment Centre Society	Vancouver	BCGEU
Parkholm Lodge	Fraser Health Authority	Chilliwack	HSA
Parkview Place	Interior Health Authority	Armstrong	HSA
Peace Arch Hospital	Fraser Health Authority	White Rock	HSA
Peardonville House Treatment Centre	Kinghaven Peardonville House Society	Abbotsford	BCGEU
Pemberton Health Centre	Vancouver Coastal Health Authority	Pemberton	HSA
Penticton Regional Hospital	Interior Health Authority	Penticton	HSA
Phoenix Centre	Kamloops Society for Alcohol and Drug Services	Kamloops	BCGEU
Pioneer House	Pioneer Community Living Association	New Westminster	HSA
Pleasant Valley Health Centre & Pleasant Valley Manor	Interior Health Authority	Armstrong	HSA
Ponderosa Lodge	Interior Health Authority	Kamloops	HSA
Port Alberni Association for Children with Development Disabilities	Port Alberni Association for Children with Development Disabilities	Port Alberni	HSA
Port Alice Hospital	Vancouver Island Health Authority	Port Alice	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Port Hardy Hospital	Vancouver Island Health Authority	Port Hardy	HSA
Port McNeill and District Hospital	Vancouver Island Health Authority	Port McNeill	HSA
Positive Women's Network, The	Positive Women's Network, The	Vancouver	HSA
Prince George Alcohol and Drug Services	Northern Health Authority	Prince George	BCGEU
Prince Rupert Regional Hospital	Northern Health Authority	Prince Rupert	HSA
Princess Rooms, Triage Centre, Wind Chimes	RainCity Housing and Support Society	Vancouver	BCGEU
Princeton General Hospital	Interior Health Authority	Princeton	HSA
Priory Hospital	Vancouver Island Health Authority	Victoria	HSA
<u>gathet General Hospital</u>	Vancouver Coastal Health Authority	Powell River	HSA
Queen Alexandra Centre	Vancouver Island Health Authority	Victoria	HSA
Queen Charlotte Islands General Hospital	Northern Health Authority	Queen Charlotte City	HSA
Queen Charlotte Islands Health Centre	Northern Health Authority	Masset	HSA
Queen Victoria Hospital	Interior Health Authority	Revelstoke	HSA
Queen's Park Care Centre	Fraser Health Authority	New Westminster	HSA
Quesnel Addiction Services	Northern Health Authority	Quesnel	HEU

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Quesnel and District Child Development Centre	Quesnel and District Child Development Centre	Quesnel	HSA
R.W. Large Memorial Hospital	United Church Health Services Society	Waglisla	HSA
Richmond Addiction Services	Richmond Addiction Services Society	Richmond	HEU
Richmond Hospital (The)	Vancouver Coastal Health Authority	Richmond	HSA
Richmond Lions Manor	Vancouver Coastal Health Authority	Richmond	HSA
Richmond Mental Health Services	Vancouver Coastal Health Authority	Richmond	HSA
Ridge Meadows Child Development Centre	Ridge Meadows Child Development Centre Society	Maple Ridge	HSA
Ridge Meadows Hospital And Health Care Centre	Fraser Health Authority	Maple Ridge	HSA
Rosewood Manor	Richmond Intermediate Care Society	Richmond	HSA
Rotary Manor	Northern Health Authority	Dawson Creek	HSA
Royal Columbian Hospital	Fraser Health Authority	New Westminster	HSA
Royal Inland Hospital	Interior Health Authority	Kamloops	HSA
Royal Jubilee Hospital	Vancouver Island Health Authority	Victoria	HSA
Saanich Peninsula Hospital	Vancouver Island Health Authority	Saanichton	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Shorncliffe	Vancouver Coastal Health Authority	Sechelt	HSA
Shuswap Lake General Hospital	Interior Health Authority	Salmon Arm	HSA
Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	New Westminster	CUPE
Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	Burnaby	CUPE
Simon Fraser Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	New Westminster	BCGEU CUPE PEA
Sindi A. Hawkins Centre for the Southern Interior	British Columbia Cancer Agency	Kelowna	HSA
Slocan Community Health Centre	Interior Health Authority	New Denver	HSA
South Fraser Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	Surrey	BCGEU PEA
South Island Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	Victoria	BCGEU CUPE PEA
South Okanagan General Hospital	Interior Health Authority	Oliver	HSA
South Peace Child Development Centre	South Peace Child Development Society	Dawson Creek	HSA
South Similkameen Health Centre	Interior Health Authority	Keremeos	HSA
Sparwood General Hospital	Interior Health Authority	Sparwood	HSA
Squamish General Hospital/ Hilltop House	Vancouver Coastal Health Authority	Squamish	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Squamish Speech and Language Services	Vancouver Coastal Health Authority	Gibsons	HSA
St. Bartholomew's Hospital	Interior Health Authority	Lytton	HSA
St. James Community Service Society	St. James Community Service Society	Vancouver	HEU
St. John Hospital	Northern Health Authority	Vanderhoof	HSA
St. Joseph's General Hospital	Bishop of Victoria	Comox	HSA
<u>Sechelt Hospital</u>	Vancouver Coastal Health Authority	Sechelt	HSA
St. Michael's Centre	St. Michael's Centre Hospital Society	Burnaby	HSA
St. Paul's Hospital	Providence Health Care Society	Vancouver	HSA
St. Vincent's Hospital – Brock Fahrni Pavilion	Providence Health Care Society	Vancouver	HSA
St. Vincent's Hospital – Langara	Providence Health Care Society	Vancouver	HSA
Stikine Health Centre	Northern Health Authority	Dease Lake	HSA
Stuart Lake General Hospital	Northern Health Authority	Vanderhoof	HSA
Stuart Nechako Manor	Northern Health Authority	Vanderhoof	HSA
Summerland Health Centre	Interior Health Authority	Summerland	HSA
Sunny Hill Health Centre for Children	Children's and Women's Health Centre of British Columbia Branch	Vancouver	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
Sunset Lodge	Governing Council of the Salvation Army in Canada, Sunset Lodge, The	Victoria	HSA
Sunshine Coast Home Support	Vancouver Coastal Health Authority	Sechelt	HSA
Surrey Memorial Hospital	Fraser Health Authority	Surrey	HSA
Tahsis Hospital	Vancouver Island Health Authority	Tahsis	HSA
Terraceview Lodge	Northern Health Authority	Terrace	BCGEU
Thompson Nicola Family Resource Society	Thompson Nicola Family Resource Society	Kamloops	HSA
Thompson/Cariboo Health Services Area – Community Health (Continuing/Public/Mental) (Kamloops)	Interior Health Authority	Kamloops	BCGEU PEA
Thompson/Cariboo Health Services Area – Community Health (Continuing/Public/Mental) (Williams Lake)	Interior Health Authority	Williams Lake	BCGEU PEA
Tofino General Hospital	Vancouver Island Health Authority	Tofino	HSA
Trail & District Hospice Palliative Care Program	Interior Health Authority	Trail	BCNU
Trillium Lodge	Vancouver Island Health Authority	Parksville	HSA
Trinity Care Centre	Interior Health Authority	Penticton	HSA
Tumbler Ridge Health Centre	Northern Health Authority	Tumbler Ridge	HSA



<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
University Hospital of Northern BC	Northern Health Authority	Prince George	HSA
Upper Fraser Valley Infant Development Program	Fraser Valley Child Development (1982) Society	Abbotsford	HSA
Valemount Health Centre	Northern Health Authority	Valemount	HSA
Vancouver Cancer Centre	British Columbia Cancer Agency Branch	Vancouver	HSA
Vancouver Coastal Health Authority – Public Health, Continuing Care, Community Care (Richmond)	Vancouver Coastal Health Authority	Richmond	BCGEU CUPE
Vancouver Community Mental Health Service Division	Vancouver Coastal Health Authority	Vancouver	HSA
Vancouver Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	Vancouver	CUPE
Vancouver Hospital, UBC Pavilions	Vancouver Coastal Health Authority	Vancouver	HSA
Vancouver Hospital, 12th & Oak Pavilions	Vancouver Coastal Health Authority	Vancouver	HSA
Vancouver Island Cancer Centre	British Columbia Cancer Agency Branch	Victoria	HSA
Vernon Jubilee Hospital	Interior Health Authority	Vernon	HSA
Victoria Arthritis Centre	Arthritis Society, The	Victoria	HSA
Victoria General Hospital	Vancouver Island Health Authority	Victoria	HSA
Victoria Rest Home	Victoria Rest Home Ltd.	New Westminster	HSA

<b>Common Site Name</b>	<b>Legal Name</b>	<b>Location</b>	<b>Union</b>
West Coast General Hospital	Vancouver Island Health Authority	Port Alberni	HSA
Wicks Road Group Home	Vancouver Island Health Authority	Duncan	BCGEU
Williams Lake Alcohol and Drug Program	Interior Health Authority	Williams Lake	BCGEU
Wisteria House Program	Vancouver Island Health Authority	Duncan	BCGEU
Wrinch Memorial Hospital	United Church Health Services Society	Hazelton	HSA
Youville Residence	Providence Health Care Society	Vancouver	HSA

## SUBJECT INDEX

Accumulation	
Article 19.01 .....	38
Article 20.01 .....	41
Additional Leave	
Article 19.08 .....	39
Aggressive and/or Violent Behaviour of Patients/Residents/Clients	
Article 38.04 .....	67
Amalgamation	
Article 14.03 .....	30
Amount of Dues and Fees	
Article 5.07 .....	9
Anniversary Date	
Article 6.03 .....	14
Annual Vacation Entitlement	
Article 23.07 .....	46
Application	
Article 20.02 .....	41
Application of Portability to Severance Allowance	
Article 13.03 .....	29
Application of Seniority	
Article 10.01 .....	23
Appointments	
Article 19.09 .....	40
Approval of Overtime	
Article 25.02 .....	51
Arbitration	
Article 8 .....	17
Arbitration Principles	
Article 8.01 .....	17
Article 19.14 Leave – Workers' Compensation – Entitlement to Leave	
Appendix 5 .....	187
Article 24.01 – Hours of Work	
Appendix 6 .....	188
Assignment of Additional Shifts	
Article 24.09 .....	50
Authorized Overtime	
Article 25.01 .....	51
Bargaining Unit Employees in Positions Outside the Bargaining Unit	
Article 6.05 .....	15
Bargaining Unit Information	
Article 5.08 .....	10
Benefits Accrued	
Article 19.05 .....	39
Benefits Continuation	
Article 18.04 .....	35
Benefits Not Portable	
Article 29.03 .....	58
Benefits Portable	

Article 29.02 .....	57
Bridging of Service	
Article 18.07 .....	35
Call Back Definition	
Article 28.03 .....	55
Call Back Pay	
Article 28.02 .....	55
Call Back Travel Allowance	
Article 28.04 .....	56
Cash in of Sick Leave Credits	
Article 19.12 .....	40
Casual Employees	
Article 18.09 .....	38
Article 3.03 .....	4
Article 34.07 .....	63
Casual to Regular Status – Increment Determination	
Article 3.04 .....	7
Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees	
Appendix 42 .....	316
Christmas Day or New Year's Day Off	
Article 21.06 .....	44
Classification Resdesign Committee	
Appendix 21 .....	258
Classification System Implementation	
Appendix 23 .....	276
Compensation Bargaining Comparability	
Appendix 36 .....	299
Contracting Out	
Article 14.04 .....	30
Cost of Living Adjustment	
Appendix 37.1 .....	306
Criminal Record Check	
Article 37.07 .....	65
Critical Incident Stress Defusing	
Article 38.07 .....	69
Daylight Savings	
Article 24.10 .....	51
Days Of Cultural Or Religious Significance Pilot Project Working Group	
Appendix 41 .....	314
Definition of Employee Status & Benefit Entitlement	
Article 3 .....	2
Definitions	
Article 1 .....	1
Demotion	
Article 10.04 .....	24
Dependents	
Article 34.04 .....	62
Direction of Employees	
Article 4.02 .....	8

Disability Management Representatives	
Appendix 29.....	286
Discussion of Differences	
Article 7.01.....	16
Displacement and Bumping Process	
Article 10.05.....	24
Dispute and Arbitration Redesign Committee	
Appendix 18.....	250
Diversity, Equity and Inclusion Working Group	
Appendix 46.....	324
Domestic and Sexual Violence Leave	
Article 20B.....	42
Dual Qualification	
Appendix 50.....	331
Dues Authorization	
Article 5.04.....	9
Dues Check-off and Initiation Fee	
Article 5.05.....	9
Early Accommodation Measures for Employees	
Appendix 26.....	280
Early Retirement Incentive Benefit	
Appendix 32.....	291
Economic Stability Dividend	
Appendix 37.....	303
EDMP Expenses and Joint Education	
Appendix 30.1.....	288
EDMP Representatives	
Appendix 30.....	287
Effective and Termination Dates	
Article 41.....	71
Effective Date – Medical, Dental, Extended Health and Long Term Disability Insurance Plan Coverage	
Article 29.04.....	58
Eligibility	
Article 13.01.....	29
Eligibility and Calculation for Part-Time Employees	
Article 13.02.....	29
Employee Access to Files	
Article 40.02.....	71
Employee Assistance Plans	
Appendix 2.....	184
Employee Dismissal/Suspension Fast Track Arbitration Process	
Article 8.03.....	19
Employee Evaluation and Records	
Article 40.....	71
Employee Q.N.R.	
Appendix 49.....	330
Employee Safety	
Article 38.03.....	67
Employee Working Concurrently for More than One Employer	
Article 3.05.....	8

Employees With Less Than One Year Of Service	
Article 23.02 .....	45
Employer Rules	
Article 4.03 .....	8
Enforceable Legal Claims	
Article 19.07 .....	39
Enhanced Disability Management Program	
Appendix 10 .....	200
Ergonomics	
38.09 .....	69
Executive Council Member	
Article 5.14 .....	13
Exempt and Save Harmless	
Article 37.01 .....	63
Expedited Arbitration Process	
Article 8.04 .....	20
Expedited Arbitration Process for Classification	
Appendix 31 .....	289
Expedited Dispute Resolution Process for Short Term Union Leave	
Appendix 18.1 .....	251
Expiration of Credits	
Article 19.06 .....	39
Extended Health Care Coverage	
Article 34.02 .....	60
Extended Work Day or Extended Work Week	
Appendix 7 .....	190
Fair Procedures	
Article 7.02 .....	16
Forensic Psychiatric Hospital Premium	
Appendix 48 .....	328
Full Arbitration Process	
Article 8.02 .....	18
Gender Diversity & Inclusion	
Appendix 47 .....	326
General Provisions	
Article 37 .....	63
Article 37.06 .....	65
General Rights	
Article 4.01 .....	8
Geographic Areas	
Appendix 20 .....	257
Grievance Procedure	
Article 7 .....	16
Group Life Insurance	
Article 34.06 .....	62
HEABC/Health Science Professionals Bargaining Association Printing Costs	
Article 37.05 .....	65
Health and Welfare Benefits	
Appendix 38 .....	308

Health and Welfare Coverage	
Article 34.....	59
Health Sciences Strategic Relations Committees (the "Committees")	
Appendix 35.1.....	297
Hospital Pharmacy Residency Program Note	
Appendix 21.3.....	273
Hours of Work	
Article 24.....	49
HSPBA Classification Redesign – Interim Agreement	
Appendix 21.1.....	260
HSPBA Classification Redesign Completion and Implementation	
Appendix 21.2.....	269
Improving Quality and Safety through the Appropriate Use of On call and Call backs	
Appendix 33.....	292
Insufficient Off Duty Hours	
Article 28.06.....	56
Interim Classification Modifications	
Appendix 24.....	277
Isolation Allowance	
Article 37.02.....	64
Job Descriptions	
Article 33.....	59
Job Security and Technological Change	
Article 14.....	30
Job Sharing	
Appendix 8.....	194
Joint Benefits Review Committee	
Appendix 17.....	249
Joint Classification Committee	
Appendix 22.....	274
Joint Occupational Health and Safety Committee	
Article 38.02.....	66
Joint Provincial Health Human Resources Coordination Centre (PHHRCC) – Bargaining Association Consultation Forum	
Appendix 45.....	322
Joint Strategic Partnership Committee	
Appendix 35.....	295
Lay-Off	
Article 10.07.....	26
Leave – Bereavement	
Article 15.....	31
Leave – Court Duty	
Article 16.....	32
Article 16.02.....	7
Leave – Education	
Article 17.....	32
Leave – Sick	
Article 19.....	38

Leave – Special	
Article 20.....	41
Leave – Statutory Holidays	
Article 21.....	43
Leave – Unpaid	
Article 22.....	44
Leave – Vacation	
Article 23.....	45
Leave – Workers' Compensation	
Article 19.14.....	40
Leaves for Compassionate Care, Child Disappearance and Child Death	
Article 15B.....	31
Legal Picket Line	
Article 5.16.....	13
Long Term Disability	
Appendix 12.....	228
Long Term Disability (LTD)	
Article 34.05.....	62
Long Term Disability Plan	
Appendix 11.....	216
Maintenance of Membership	
Article 5.02.....	8
Maternity and Parental Leave	
Article 18.....	33
Maternity Leave	
Article 18.01.....	33
Meal Period	
Article 24.05.....	49
Medical Coverage	
Article 34.01.....	59
Medical Examination and Immunization	
Article 6.01.....	13
Medical Examination, Probation, Anniversary Date and Seniority	
Article 6.....	13
Membership and Dues Authorization Forms	
Article 5.06.....	9
Membership of New Or Porting Employees	
Article 5.03.....	8
Municipal Pension Plan Coverage	
Article 35.....	63
Negotiations and Essential Services	
Article 5.13.....	13
New and Reclassified Positions	
Article 11.....	28
New Certifications	
Appendix 15.....	244
Notice	
Article 14.01.....	30
Notice Required	
Article 18.05.....	35



Article 19.10.....	40
Occupational Health and Safety Agency for Healthcare	
Appendix 1.....	180
On Call and Call Back	
Article 28.....	54
On Call Premium	
Article 28.01.....	54
On-Call	
Article 28.08.....	56
Overtime	
Article 25.....	51
Overtime Payments	
Appendix 9.....	197
Overtime Rates	
Article 25.03.....	51
Pagers	
Article 28.07.....	56
Pandemic Information Sharing Forum on Occupational Health and Safety	
Appendix 1.2.....	183
Parental Leave	
Article 18.02.....	34
Parental Leave – Special Circumstances	
Article 18.03.....	34
Pay Cheques or Deposit	
Article 37.04.....	65
PEA Classifications covered by the May 12, 1997 Memorandum of Agreement between the Professional Employees Association and the Public Service Employee Relations Commission with respect to Licensed Psychologists and Pharmacists	
Appendix 4.....	186
Performance Evaluation	
Article 40.01.....	71
Personal Property Damage	
Article 37.03.....	64
PharmaCare Tie-In	
Appendix 39.....	311
Policy Grievance	
Article 7.05.....	17
Portability of Benefits	
Article 29.....	57
Previous Experience	
Article 30.....	58
Previously Multi-Employer Steward	
Appendix 25.....	279
Probation	
Article 6.02.....	14
Professional Bodies Fee Fund	
Appendix 28.1.....	285
Professional Development Fund	
Appendix 34.....	294

Promotion of Safe Work Practices	
Article 38.01 .....	66
Promotion, Demotion, Transfer or Lay-Off	
Article 10 .....	23
Promotional Increase	
Article 10.02 .....	23
Proof of Sickness	
Article 19.04 .....	39
Provincial Indigenous Specific Anti-Racism "ISAR" Committee	
Appendix 44 .....	320
Provincial Occupational Health and Safety	
Appendix 1.1 .....	181
Provincial Recruitment and Retention	
Appendix 16.1 .....	247
Provincial Recruitment and Retention Initiatives	
Appendix 16 .....	245
Psychological Health and Safety	
Article 38.10 .....	69
Public Sector General Wage Increases	
Appendix 36.1 .....	300
Appendix 36.2 .....	301
Purpose of Agreement	
Article 2 .....	2
Qualifying Time	
Article 19.03 .....	39
Record of Accumulation	
Article 19.02 .....	38
Recruitment and Retention of Indigenous Workers	
Appendix 43 .....	318
Regular Full Time Employees	
Article 3.01 .....	2
Regular Part-Time Employees	
Article 3.02 .....	3
Regularized Relief	
Article 10.09 .....	28
Reinstatement of Vacation Days – Sick Leave	
Article 23.10 .....	49
Relief	
Article 31 .....	58
Relieved of Promotion or Transfer	
Article 10.03 .....	23
Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment	
Appendix 28 .....	282
Resignation	
Article 12 .....	28
Resignation – Regular Employees	
Article 12.01 .....	28
Resolution of Differences	
Article 7.03 .....	16

Resolution of Employee Dismissal Disputes	
Article 7.04 .....	17
Respectful Workplace	
Article 39 .....	70
Retention of Benefits	
Article 5.11 .....	12
Retention of Seniority and Benefits on Lay-Off	
Article 10.06 .....	26
Return to Employment	
Article 18.06 .....	35
Return To Work Committee	
Appendix 13 .....	240
Return To Work Program	
Appendix 14 .....	241
Safety and Occupational Health	
Article 38 .....	66
Salary Deferment Leave Plan	
Appendix 3 .....	185
Scheduled Statutory Holiday Rescheduled With Insufficient Notice	
Article 21.03 .....	43
Seniority	
Article 6.04 .....	15
Seniority Consolidation and Merger of Certifications	
Appendix 19 .....	253
Severance Allowance	
Article 13 .....	29
Shift Posting	
Article 27.02 .....	54
Shift Premium	
Article 27.01 .....	53
Shift Work	
Article 27 .....	53
Short Term Leave	
Article 5.12 .....	12
Specialist Appointments	
Article 19.11 .....	40
Statutory Holiday Entitlement	
Article 21.01 .....	43
Statutory Holiday Falling Within a Vacation	
Article 21.02 .....	43
Statutory Requirement	
Article 28.05 .....	56
Super Stats	
Article 21.07 .....	44
Superior Benefits	
Article 32 .....	59
Supervisor OHS Training	
Article 38.08 .....	69
Supplemental Employment Benefits Plan	
Article 18.08 .....	36
Supplementary Vacation Entitlement	

Article 23.08.....	47
Technological Change – Lay-off	
Article 14.02.....	30
Telephone Consultation	
Article 28.09.....	57
Temporary Assignment	
Article 10.08.....	27
Termination of Employment	
Article 23.03.....	45
The Union As Exclusive Bargaining Agent	
Article 5.01.....	8
Time Limits	
Article 7.06.....	17
Transfer From Another Unit – Same Employer	
Article 29.05.....	58
Transfers	
Article 29.01.....	57
Transition to 37.5 Hour Work Week	
Appendix 27.....	281
Transportation Allowance and Travel Expense	
Article 26.....	52
Uniforms	
Article 36.....	63
Union Employment	
Article 5.15.....	13
Union Recognition, Rights and Security	
Article 5.....	8
Union Staff	
Article 5.10.....	12
Union Stewards and Records	
Article 5.09.....	10
Vacancy Posting	
Article 9.....	21
Vacation Carryover for Parents	
Article 23.11.....	49
Vacation During Summer Months	
Article 23.04.....	45
Vacation Earned During Vacation	
Article 23.05.....	45
Vacation Entitlement According to Seniority	
Article 23.09.....	48
Vacation Qualifying Time	
Article 23.06.....	45
Voluntary Shift Exchange	
Article 27.03.....	54
Voluntary Solutions	
Article 14.05.....	31
Voluntary Treatment	
Article 19.13.....	40

Work On A Calendar Statutory Holiday	
Article 21.04 .....	43
Work On A Rescheduled Statutory Holiday	
Article 21.05 .....	44
Working Group on Workload	
Appendix 40 .....	312
Workload Dialogue	
Article 38.05 .....	68
Workload Dispute Resolution	
Article 38.06 .....	68

