



# **2019-2022 Health Science Professionals Bargaining Association Provincial Agreement: Summary of Changes**

November 2018

*The information in this document has been prepared for the use of HEABC members until the complete 2019-2022 Health Science Professionals Bargaining Association Provincial Agreement is published. This summary is not to be considered legal or other advice. Every effort has been made to ensure it is accurate; however, HEABC is not responsible for errors and omissions. Members are advised to contact their HEABC Labour Relations Consultant or Legal Counsel with any questions.*

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**PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Health Science Professionals Bargaining Association (HSPBA) on November 8, 2018. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Unless specifically stated in the Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect April 1, 2019.

**TERM**

The parties agree that the term of the renewal of the 2014-2019 Collective Agreement shall be April 1, 2019 – March 31, 2022.

**GENERAL WAGE INCREASE**

The parties agree to the following general wage increase for all employees for the 2019 – 2022 Collective Agreement:

- Effective the first pay period after April 1, 2019 2.0%
- Effective the first pay period after April 1, 2020 2.0%
- Effective the first pay period after April 1, 2021 2.0%

**LETTER OF UNDERSTANDING –  
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.

### **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.

**ARTICLE I – DEFINITIONS**

Amend Article I of the HSPBA Collective Agreement by deleting the definition of Spouse.

## **ARTICLE 5 – UNION RIGHTS, RECOGNITION 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 designate 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) By January 31 of each year, the Employer shall provide the Union head office with an up to date seniority list, including the classification (and level) and status of each employee, posted FTE, the telephone number and the mailing address of each employee according to the Employer's records. Where the Employer has a consolidated record of the employees' grades and/or increments, or where such information can be readily compiled, the Employer shall provide this information to the Union head office.~~
- (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 Employer's 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.

~~(d) Where the Employer has a consolidated record of the employees' grades and/or increments, or where such information can be readily compiled, the Employer shall provide this information to the Union head office.~~

### **5.09 Union Stewards and Records**

(a) The Union shall advise the Employer in writing of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.

(b) The Union Stewards shall be allowed reasonable time while on duty without loss of salary consistent with the operational requirements of the employer to perform the following duties:

- Investigating complaints of an urgent nature,
- Investigating, preparing, presenting and processing grievances, under Article 7,
- Attending meetings with management regarding labour relations ~~labour/management meetings,~~
- Acting as the appointee to labour management committee;
- Accompanying an employee, at her/his request at a meeting called by the employer, where disciplinary action is anticipated, consistent with Article 7.02,
- Meeting with new employees as a group during the orientation program at which the steward shall provide new employees with the name, location and work phone number (if applicable) of the steward, and
- Supervising ballot boxes and other related functions during ratification votes.

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

(c) The Employer will make a reasonable effort to accommodate space for the storage of secure union records.

(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

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.

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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 9 – VACANCY POSTING**

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

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

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

The employer agrees to post notice of temporary vacancies of four (4) months duration or longer. A regular employee who bids into the vacancy will revert to her/his previous position on the expiry of the temporary vacancy. A casual employee who bids into the vacancy will have her/his status changed to regular for the duration of the vacancy and will revert to casual status on the expiry of the temporary vacancy.

The notice of vacancy will provide the following information:

- a summary of the duties including the intended work assignment
- commencement date
- required qualifications
- classification/salary grid level
- full-time or part-time
- hours of work

In the case of temporary positions of four (4) months' duration or longer, the notice will include the expected duration of the position.

**9.03** The employer will accept an application for an anticipated posting(s) from an employee who may be temporarily absent from her/his normal place of employment. The employee must be available for an interview within seven (7) calendar days following the closing of the competition or by the time the schedule of interviews for other internal candidates is complete. This provision is not intended to permit standing applications.

**9.04** A copy of the posted notice will be sent to the Union representative or her/his designate within the aforementioned ten (10) calendar days.

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

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

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

- (a) a change in status between full-time and part-time, or
- (b) a change in scheduled hours of more than ~~7.2~~ 7.5 ~~effective September 1, 2013~~ hours per week within a ~~twelve (12)~~ 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 10.05 – 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 his/her former position.

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

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

**(b) Displacement and Bumping**

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

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

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

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

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

(1) The Employer will provide the employee access to a list of vacancies and positions in the Health Authority/Health Organization. The list of vacancies and positions shall include the following information:

- job title,
- worksite,
- seniority date for regular employees,
- FTE, and
- Grade/Grid Level.

- (2) An employee exercising a right to bump another employee or to fill a vacancy must advise the Employer of the position or vacancy they have elected to fill or bump within seven (7) calendar days after receiving the list of vacancies and positions referred to in subsection (1).
- (3) Displaced employees have priority access to all vacancies in the Health Authority/Health Organization. Article 10.01 applies as between displaced employees.

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

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

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

- (5) A displaced employee who does not have an option under subsection (4) above may fill any vacancy or bump any junior employee in the Health Authority/Health Organization.
- (6) A displaced employee 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 his/her obligation or right to fill a vacancy or bump an employee under subsection (4), (5) or (5)(6) will be laid off.

#### **Wage Protection**

- ~~(8)(7)~~ Employees who choose to fill a comparable vacancy or bump a junior employee in a comparable position in the Health Authority/Health Organization that is at a lower Grid Level/Grade than that which is available to them will not receive wage protection, (e.g., if a Grade VI Respiratory Therapist (Grid Level 14) could bump a Grade V (Grid Level 13) position or fill a Grade V (Grid Level 13) vacancy anywhere within the Health Authority/Health Organization but elects to fill a Grade III (Grid Level 9) vacancy or bump a Grade III (Grid Level 9) position would be paid at Grade III (Grid Level 9)).
- ~~(9)(8)~~ Employees who choose to fill a vacancy or bump into a position that is not comparable, when work is available in a comparable position or a vacancy shall not be entitled to wage protection.
- ~~(10)(9)~~ Notwithstanding subsection 7 (8) and 8 (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)~~(10) An employee may opt, within their notice period, to be placed on recall and register on a casual list(s) at work locations within the Health Authority/Health Organization.

## **ARTICLE 13 – SEVERANCE ALLOWANCE**

### **13.01 Severance Allowance 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) ~~(d)~~ 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:

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

Effective September 1, 2013:

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

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

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.

**13.023 Application of Portability to Severance Allowance**

An employee who terminates in a health organization where the Union is certified and which is a member of HEABC and is re-employed within one (1) calendar year in a health organization where the Union is certified and which is a member of HEABC shall be entitled to portability of severance allowance. Employees who ~~under above provisions a), b) and c)~~ receive a severance allowance 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) Provision (e) above and is later re-employed.

**ARTICLE 15 – LEAVE - COMPASSIONATE BEREAVEMENT**

**15.01** Compassionate Bereavement leave of absence of ~~twenty one point six (21.6)~~ [twenty-two point five (22.5) effective September 1, 2013] working hours with pay to compensate for loss of income for scheduled work days shall be granted by the Employer upon request of a regular employee in the event of the death of a 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, spouse, son, daughter, mother, father, ~~(or alternatively step parent, or foster parent)~~ sister, brother, mother in law, father in law, legal guardian, legal ward, or grandparents, ~~step child, grandchild~~ and any relative permanently residing in the employee's household or with whom the employee permanently resides.

**15.02** Up to ~~fourteen point four (14.4)~~ [fifteen (15) effective September 1, 2013] hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

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

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

## **ARTICLE 17 – LEAVE - EDUCATION**

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

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

- (a) The Employer shall grant ~~one (1) day's~~ education leave of absence with pay (at straight time rates) for each day or equal portion thereof that an individual employee gives of their own time. Education leave of absence with pay is not to exceed ~~36 [37.5 effective September 1, 2013]~~ hours of employer contribution per agreement year.

The Employer shall grant one (1) day or equal portion thereof leave of absence at straight time rates when an employee attends an approved educational program on ~~two (2) consecutive days~~ day(s) off. This ~~one (1) day~~ leave of absence shall be included in the "~~36 [37.5 effective September 1, 2013]~~ hours of employer contribution" of an agreement year.

- (b) Premium pay does not apply under this article.
- (c) Educational leave will be utilized for courses that relate to the employee's profession or employment and are approved by the employer. It may also be utilized to sit exams for relevant professional courses.
- (d) Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints. Reasonable expenses for all such leaves will not exceed \$600 per employee per agreement year.
- (e) Additional unpaid leave for education purposes may be requested by employees. The Employer shall not be responsible for any expenses related to such unpaid leave.
- (f) Education leave is not accumulated from Agreement year to Agreement year.
- (g) This article applies to expenses, but not to leaves-of-absence, for correspondence courses.

**17.03** Application for education leave shall be submitted to the Employer with as much lead time as practical, with due consideration for the staffing requirements of the Employer.

The employee shall be informed of the Employer's decision within a reasonable period of time from the date of submission.

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

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Regular employees attending Employer-approved education programs where the Employer pays ~~one hundred and fifty-six point six (156.6)~~ [one hundred and sixty-three point one two five (163.125) effective September 1, 2013] hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Health Science Professional Provincial Agreement for one (1) year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer.

## ARTICLE 18 – MATERNITY AND PARENTAL LEAVE

### 18.01 Maternity Leave

(Aa) A regular employee shall be granted seventeen (17) consecutive weeks maternity leave of absence without pay. Such leave may commence no earlier than ~~thirteen~~ ~~eleven~~ (1+3) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee but no later than the actual birth date. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the employer.

### (Bb) 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.

### (Cc) 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.

### (Dd) Incapable of Performing Duties

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

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

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

### 18.02 Parental Leave

(Aa) 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 ~~thirty-seven~~ ~~(6237)~~ consecutive weeks without pay (or sixty-one ~~thirty-five~~ ~~(6135)~~ consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01).

(Bb) Where both parents are employees of the Employer, the employees shall determine the apportionment of the ~~sixty-two thirty-seven (6237)~~ weeks (or ~~sixty-one thirty-five (6135)~~ consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01) parental leave between them.

~~(C) Leave taken under this clause shall commence:~~

~~(a)(c)~~ In the case of an employee who takes leave pursuant to Article 18.01, parental leave will commence immediately following maternity ~~the conclusion of that leave~~ unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant;

~~(b) In the case of an Other Parent, following the birth or adoption of the child and concluding within the fifty-two (52) week period after the birth date or adoption of the child. "Other Parent" is defined as either the spouse (as defined in Article 1) of the birth mother or a biological or an adoptive parent. Such leave request must be supported by the appropriate documentation.~~

### **18.03 Parental Leave – Special Circumstances**

(Aa) 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.

(Bb) An employee who takes leave pursuant to Article 18.01 is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 18.01 or Article 18.02.

(Cc) An employee's maximum combined entitlement to leave under this Article is limited to sixty-seven ~~forty-two (6742)~~ weeks for employees eligible for leave under Article 18.02, and eighty-nine ~~sixty-three (8963)~~ for employees eligible for leave under both Article 18.01 and 18.02.

### **18.04 Benefits Continuation**

(Aa) 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).

(Bb) 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.

(Cc) Any further leave granted will be unpaid leave without any benefits.

### **18.05 Notice Required**

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

Notwithstanding the above notice period, an adoptive parent will notify the employer when he/she is advised of the date of the adoption placement. The employee shall furnish proof of adoption.

### **18.06 Return to Employment**

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

### **18.07 Bridging of Service**

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

The following conditions shall apply:

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

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

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

~~1.(a)~~ The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved leave pursuant to the Article 18.01.

~~2.(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.

~~3.(c)~~ The benefit level for eligible employees under the Plan is as follows:

~~(a)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.

~~(b)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.

~~(c)3.~~ Benefits under this plan will not exceed sixteen (16) ~~seventeen (17)~~ weeks inclusive of the one (1) ~~two (2)~~ week waiting period.

~~(d)4.~~ For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.

~~4.(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 she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.

The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.

~~5.(e)~~ To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:

- ~~(a)~~1. not be in receipt of sick leave benefits;
- ~~(b)~~2. ~~must~~ provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
- ~~(c)~~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) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
  - ii) she works less than the required number of hours (15 hours per week); or
  - iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.

~~6.~~(f) The Plan will continue in effect until a new Collective Agreement is concluded between the parties.

~~7.~~(g) The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.

~~8.~~(h) The Employer shall keep a separate accounting record of benefits paid from the Plan.

~~9.~~(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.

~~10.~~(j) The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.

~~11.~~(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.

~~12.~~(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.

~~13.~~(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:

- ~~(a)~~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;
- ~~(b)~~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.
- ~~(c)~~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 fifty-two (7852)~~ 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 sixty-three (8963)~~ 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 20 – LEAVE -SPECIAL**

### **20.01 Accumulation**

An employee shall earn special leave credits with pay to a maximum of ~~144~~ [150 hours effective September 1, 2013] hours at the rate of ~~3.6~~ [3.75 effective September 1, 2013] hours every four weeks.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of ~~144~~ [150 hours effective September 1, 2013] hours (20 days X ~~7.2~~ [7.5 effective September 1, 2013] hours) as of the first pay period prior to April 1, 2011, up to and including the previous maximum of 187.5 hours (25 days X 7.5 hours), shall retain the accumulated balance to their credit. Where this accumulated credit exceeds ~~144~~ [150 hours effective September 1, 2013] hours, no further credit shall be earned until the accumulated balance is reduced below ~~144~~ [150 hours effective September 1, 2013] hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed ~~144~~ [150 hours effective September 1, 2013] hours.

### **20.02 Application**

Special leave shall be granted as follows:

- (a) marriage leave ~~36~~ [37.5 effective September 1, 2013] hours;
- (b) to attend child birth or adoption-related child placement, for employees who are “~~Other Parents~~” as defined in eligible for leave under Article 18.02(CA) – ~~7.2~~ [7.5 effective September 1, 2013] 15 hours;
- (c) to provide care to an immediate family member who has a serious illness – up to ~~14.4~~ [15 hours effective September 1, 2013] hours at one time.
- (d) leave of ~~7.2~~ [7.5 effective September 1, 2013] hours may be added at one time to ~~21.6~~ 22.5 hours bereavement ~~compassionate~~ leave;
- (e) leave of ~~7.2~~ [7.5 effective September 1, 2013] hours may be taken for travel associated with bereavement ~~compassionate~~ leave;
- (f) leave of 22.5 hours for absences resulting from the employee or employee’s dependent child having experienced domestic or sexual violence.

**ARTICLE 23.07 – ANNUAL VACATION ENTITLEMENT**

Effective April 1, 2021 annual vacation entitlement for employees after five years of service is increased to 157.5 work hours with a 7.5 work hours addition for each subsequent year.

**ARTICLE 24.07 HOURS OF WORK – EXPERIMENTAL SHIFT SCHEDULING**

**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.

#### ARTICLE 24.09 – ASSIGNMENT OF ADDITIONAL SHIFTS

To ensure efficient and effective health care services within a climate of fairness, current agreed-upon processes ~~arrangements~~ for the assignment of additional shifts will continue. If no agreed-upon ~~process 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.~~ 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 equitably 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.

~~Arrangement for the assignment of additional shifts will be made available to employees in the work unit.~~

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

**26.01** When an employee, at the request of the employer, drives a motor vehicle other than a motor vehicle supplied by the employer, a transportation allowance of ~~fifty two cents (52¢)~~ per kilometre 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 ~~two dollars (\$2.00)~~ 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 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 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 boarder on the south and Horseshoe Bay on the north.

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 ~~regular~~ 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 ~~regular~~ 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 ~~regular~~ home work site(s), they will claim all kilometres travelled which exceed the distance between their home and their ~~regular~~ 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 her/his own motor vehicle to conduct business at the request of the Employer, to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from that which the employee normally requires to that required due to the business use.

### ARTICLE 27.02 – SHIFT POSTING

The Employer shall post the time of on-duty and off-duty shifts including statutory holidays, at least fourteen (14) ~~twelve (12)~~ calendar days in advance and, where possible, twenty-eight (28) ~~fourteen (14)~~ calendar days in advance. ~~(Reference: Article 21.03)~~.

Should the Employer change the shift schedule and not give fourteen (14) ~~twelve (12)~~ days' notice in advance to the affected employees of the change in schedule, then the employee so affected will be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

Where the Employer and employee concerned agree, the requirement for fourteen (14) ~~twelve (12)~~ calendar days of advance notice may be waived. The waiver may operate to allow an employee who starts work earlier than her normal start time to go home early but only after the completion of the normal hours of work.

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

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

Employees scheduled by the Employer to be on-call shall be paid a premium of four dollars and twenty-five cents (\$4.25) per hour for all hours on-call.

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

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

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

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

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

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

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

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

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

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

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 callback, 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 of fifty-two cents 52¢ per kilometre and a minimum of \$2.00 for each round trip, 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 ~~two dollars (\$2.00)~~ 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 her/his scheduled time.

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

#### **28.07 Pagers**

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

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

Current agreed-upon arrangements for assigning on-call will continue. If no agreed-upon arrangement exists, the Employer will meet with affected employees at the work unit level to develop a mutually agreed process, with primary consideration for assignment by seniority unless that is

impractical in the circumstances. If there is no resolution, then on-call work shall be allocated equitably to qualified employees, considering their availability to meet clinical needs.

**28.09 Telephone Consultation**

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

## **ARTICLE 37.04 – PAY CHEQUES OR DEPOSIT**

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

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

- (a) ~~The statements given to the employees with their pay cheques shall include~~ 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 her/his last work day prior to the commencement of the vacation period.

The Employer may implement a system of direct deposit.

## ARTICLE 38.05 – WORKLOAD

### Workload Dialogue

- (a) An employee who believes that ~~her/his~~ their workload is unsafe or consistently excessive shall discuss the ~~issue problem~~ with ~~her/his~~ their immediate supervisor, who will provide interim direction for temporary management of the issue.
- (b) If the issue is not resolved in that discussion, the employee may advise the immediate supervisor or other employer representative in writing describing the outstanding issues, at which point the immediate supervisor or other employer representative shall:
- 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;
  - perform an assessment of the issue raised within a reasonable amount of time. A reasonable timeframe will depend on the complexity of the issue and the workplace context; and
  - respond to the employee in writing upon conclusion of the assessment.

### Workload Dispute Resolution

- (c) If the ~~problem~~ issue is not resolved after completion of the process outlined in Article 38.05 (a) and (b), the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved through step three (3) of in 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:
- investigate the difference;
  - define the issue in the difference; and
  - 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.

## ARTICLE 39 – NO HARASSMENT

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

**39.02** Consistent with the principles of the *Human Rights Code*, the parties recognize the right of employees to work in an environment free from discrimination and harassment, including sexual harassment discrimination and harassment based on 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. 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 or in the *Human Rights Code*, at the workplace.

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

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

**39.04-39.05** The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment.

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

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

### **40.01 Performance Evaluation**

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

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

An employee will be entitled within seven (7) business days of request upon reasonable notice, access to her/his personnel file and without limiting the generality of the foregoing, will be entitled to inspect the formal written performance evaluation and all written censures, letters of reprimand and adverse reports. An employee will be made aware of all such evaluations, censures, letters and reports and upon written request will be provided with copies of the same 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 thirty-six (36) 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 NEW \_\_ 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*, RSBC 1996, 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.

**APPENDIX NEW \_\_ 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 – CLASSIFICATION AND COMPENSATION SYSTEM**

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 I (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.

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- 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 Chief supervising a Grade IV section head who is receiving the additional five percent (5%), the Chief 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.

“Staff level” are generally positions that do not work sole charge and are under general supervision (i.e. the job is equivalent to grade I 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.

- 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,

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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 Medical Radiation 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:

		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
<b>Perfusionist, Clinical</b>	Monthly	7657	7794	7936	8079	8224	8374
	Bi-Weekly	3521	3584	3649	3715	3782	3850
	Hourly	46.94	47.78	48.65	49.53	50.42	51.33
<b>Perfusionist, Educator</b>	Monthly	8250	8397	8551	8705	8861	9022
	Bi-Weekly	3793	3861	3932	4002	4074	4148
	Hourly	50.57	51.48	52.42	53.36	54.32	55.31
<b>Perfusionist, Supervisor</b>	Monthly	8564	8716	8876	9036	9198	9365



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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 (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.
- 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.

**ARTICLE NEW \_\_ DOMESTIC AND SEXUAL VIOLENCE LEAVE**

The Employer shall grant a request for an unpaid leave to a maximum of seventeen (17) weeks if the reason is in relation to domestic or sexual violence.

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.

**APPENDIX 10 – MEMORANDUM OF UNDERSTANDING  
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 an 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 Employer 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 B – 17 for employees in receipt of LTD benefits).

## **Section B – Long Term Disability (LTD) Plan**

### **1. Eligibility**

- 1.1 Based on the probationary period for regular full-time employees, upon completion of three (3) months of continuous employment, regular full-time and regular part-time employees (except for casual employees appointed to temporary positions or temporary vacancies), become members of the Long Term Disability (LTD) Plan as a condition of employment.
- 1.2 The Employer will deduct premiums in accordance with Article 34.05 from each eligible employee. The premium will be a percentage of straight time wages, as determined by the HBT/underwriter. The HBT/underwriter will provide the Employer and the Association with reasonable notice of changes to the premium.
- 1.3 In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2011 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.
- 1.4 Total Disability, as used in this LTD Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit. (See Section B – 6 - Residual Monthly Disability Benefit of this Appendix)
- Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- 1.5 During a period of total disability an employee must be under the regular care of a medical doctor and participating and cooperating in a reasonable and customary treatment program.

### **2. Exclusions from Coverage**

- 2.1 The LTD Plan does not cover total disabilities resulting from:
- 2.1.1 war, insurrection, rebellion, or service in the armed forces of any country;
  - 2.1.2 voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;
  - 2.1.3 intentionally self-inflicted injuries or illness.

### **3. Application for LTD Benefits**

- 3.1 A written application under the LTD plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from the LTD Plan or as soon thereafter as is reasonably possible. Failure to apply within the time

stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required application within such time, provided the application is sent no later than six (6) months from the time the application is otherwise required.

**4. Waiting Period/Transition to LTD**

- 4.1 Employees who still have unused sick leave credits after the waiting period when the long term disability benefit becomes payable shall have the option of:
  - 4.1.1 using sick leave credits to top up the long term disability benefit; or
  - 4.1.2 banking the unused sick leave credits for future use.
- 4.2 Employees who will be eligible for benefits under the LTD Plan shall not have their employment terminated. Following expiration of their sick leave credits and/or any other paid leaves to which they are entitled, they shall be placed on unpaid leave of absence until receipt of LTD benefits.
- 4.3 Employees who have a CMP and participate in transitional work, a graduated return to work or an accommodation during the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.
- 4.4 An employee who has been granted any unpaid leave of absence totaling less than twenty-one (21) days in any year (including time while in receipt of LTD) shall continue to accumulate all benefits.
- 4.5 An employee shall not accumulate benefits from the twenty-first (21st) day of unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave (see Article 22 of the Collective Agreement).
- 4.6 Upon expiration of an unpaid leave an employee shall receive credit for previously earned benefits and shall resume accumulating benefits.

**5. LTD Benefits**

- 5.1 Provisions set out under Section B 4.4, 4.5 and 4.6 apply to employees in receipt of LTD benefits.
- 5.2 Medical, Extended Health and Dental – Employees on long term disability who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totaling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, Extended Health and Dental benefit plan coverage. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis.
- 5.3 Pension – Employees on long term disability shall be considered employees for the purposes of pension in accordance with the Municipal or the Public Service Pension Plan Rules, as applicable.
- 5.4 Group Life Insurance – Employees on long term disability shall have their group life insurance and AD&D premiums waived and their coverage continued.
- 5.5 LTD Premiums – LTD premiums shall be waived while an employee is in receipt of a disability benefit from the LTD Plan.

- 5.6 Totally disabled employees shall receive a benefit equal to seventy percent (70%) of the first \$5298 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$5298 or sixty six and two thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The \$5298 level is to be increased annually by the increase in the weighted average wage rate for employees under the Collective Agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.
- It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD Plan.
- 5.7 The benefit is taxable.
- 5.8 In the event that the LTD benefit falls below the amount set out in Section B 5.6 above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy percent (70%) of the first \$5298 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$5298 or sixty six and two thirds percent (66-2/3%) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$5298 figure will be adjusted as set out in Section B 5.6 above).
- 5.9 For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.
- 5.10 The LTD benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for and begins receiving the Early Retirement Incentive Benefit, whichever occurs first.
- 5.11 Employees are not to be terminated for non-culpable absenteeism while in receipt of long term disability benefits.
- 6. Residual Monthly Disability Benefit**
- 6.1 The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of the rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's monthly long term disability net of offsets benefit and the percentage difference between the eighty-five percent (85%) of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.

*Example:*

- a. Monthly long term disability net of offsets benefit = \$1000.00 per month
- b. 85% rate of pay at date of disability = \$13.60 per hour
- c. 70% of current rate of pay = \$12.12 per hour
- d. percentage difference [(b/c) - 1] = 12.2%
- e. Residual Monthly Disability Benefit (a x 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 24 – MEMORANDUM OF UNDERSTANDING  
RE: INTERIM CLASSIFICATION MODIFICATIONS**

**THIS APPENDIX APPLIES ONLY TO EMPLOYEES WHO WERE SUBJECT TO  
CHANGES MADE PURSUANT TO THIS APPENDIX BETWEEN APRIL 1, 2011 AND  
SEPTEMBER 25, 2012.**

During the negotiations for the renewal of the 2006-2010 Health Sciences Professional Collective Agreement the parties made a commitment to improve the classification system. In order to fulfill this commitment the parties agree to establish a classification committee to make recommendations to the parties regarding the modernization of the classification system.

While the classification committee is fulfilling its objectives and pending the implementation of these recommendations, the parties have agreed to apply the following interim measures:

**Operating Instructions**

- The requirement of Paragraph 3(a) for each paramedical department to have a Chief Health Science Professional is suspended.
- The requirements of Paragraph 3(b) are modified to read:  
Where there is no Chief Health Science Professional, the most senior ranked paramedical(s) within the paramedical department, as determined by the employer, will be classified in accordance with the Provisions of the Wage Schedule, Section I (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 28 – MEMORANDUM OF UNDERSTANDING  
RE: REQUIREMENT TO JOIN AND MAINTAIN MEMBERSHIP IN PROFESSIONAL  
BODIES AS A CONDITION OF EMPLOYMENT**

WHEREAS:

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

Therefore HEABC and HSA agree as follows:

- 1) This agreement, including the definitions contained within it, (together referred to herein as the "Agreement") is made on a without prejudice basis to the positions either party may adopt or advance at subsequent bargaining.
- ~~2) This Agreement shall terminate when the current collective agreement between the parties expires (i.e. either on March 31, 2019, or at a later time if the agreement is extended by virtue of its bridging provisions).~~
- 23) 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.

34) Employers can continue to require certification as a condition of employment.

45) 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 78 below, if an Employer requires membership in a professional association, the cost of the membership will be borne by the Employer.

56) Employers can continue to require that employees meet the eligibility requirements for membership in an applicable professional association.

~~67)~~ This Agreement does not in any way 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.

~~78)~~ It is not the intention of this Agreement to reduce or otherwise negatively impact an Employer's ability to fulfill its mandated service expectations. It is recognized that in certain instances, a statute, regulation or accrediting body may require registration or membership in a particular professional association. Current practices in these circumstances are not impacted by this agreement. If, during the life of this Agreement, a new obligation arises from an accrediting body for the Employer to require other than certification and eligibility for membership, the Employer, HEABC and the Union will meet to address the specific circumstances and find a resolve. The Employer acknowledges that requirements for membership by an accrediting body have typically arisen in the context of educational initiatives that require membership of program staff.

It is typically obligations of this nature that are contemplated under the term "new obligations" in this Agreement. If they are not able to reach agreement, ~~Joan Gordon will retain jurisdiction a~~ mutually agreed to arbitrator will be appointed to assist the parties up to and including expedited arbitration.

~~89)~~ HSPBA will continue to encourage its members to actively participate in their respective professional association.

~~940)~~ Future job descriptions will reflect the terms of this agreement. Any inconsistencies between existing job descriptions and this agreement will be governed by this agreement.

~~11)~~ ~~This Agreement fully and finally resolves the policy grievance and any other individual related grievances and/or objections. Further, the Union agrees it will not file any further grievances or job description objections on this matter through the conclusion of a renewal collective agreement after the expiry of the current 2012-2019 Agreement.~~

**APPENDIX 30 – MEMORANDUM OF UNDERSTANDING  
RE: EDMP REPRESENTATIVES**

~~The parties agree to increase EDMP Representatives to a maximum of 8.25 FTE~~ 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 34 – LETTER OF AGREEMENT  
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.

**APPENDIX NEW\_\_ XXX**  
**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 NEW \_\_ MEMORANDUM OF UNDERSTANDING  
RE: DISPUTE AND ARBITRATION REDESIGN COMMITTEE**

WHEREAS: The parties have a common interest in exploring a redesigned grievance and arbitration system to resolve grievances in a timely manner, explore litigation efficiencies and the best practices for good labour relations and dispute resolution.

THEREFORE THE PARTIES AGREE:

1. The parties will establish a 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 meet within 90 days of ratification of the Collective Agreement and will continue to meet on a regular basis 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 NEW \_\_ MEMORANDUM OF AGREEMENT  
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;

Therefore the parties agree as follows:

1. The parties will establish a collaborative Working Group on Workload ("WGW") to develop, produce and support the implementation of guidelines, including tools and strategies, for employers and employees to identify, assess and address workload issues affecting Health Sciences Professionals.
2. The WGW will be a proactive, solution-focused group chaired by HEABC and with equal representation between the parties. Within sixty (60) days of ratification of the 2019-2022 Collective Agreement, the parties will agree on Terms of Reference for the WGW. The Terms of Reference will identify the participants from both the employers and HSPBA.
3. The WGW shall be provided with project management support which may include administrative support, resources for the development of a Workload Guideline, and resources for the development and distribution of broad based educational and communication strategies for employers and employees.
4. The parties will develop and approve a work plan within one-hundred-twenty (120) days of agreement of the Terms of Reference.
5. The WGW will engage in the following:

- a. Literature review of approaches to workload management, particularly in health care and other public sector organizations;
  - b. Identification of factors that may contribute to workload issues and current workload management approaches in place at BC health care employers;
  - c. Communication with managers and front line employees to understand the current situation;
  - d. The WGW will develop a comprehensive guideline document, which will be made available for both employees and employers (the “Workload Guideline”);
  - e. Identification of any technology and/or systems to support approaches identified in the Workload Guideline; and
  - f. Other activities to support the development of the Workload Guideline.
6. The Workload Guideline will include tools and strategies for employers and employees that support dialogue and action, including preventative action, regarding workload concerns in an open and supportive manner. These tools and strategies may include, but are not limited to:
- a. measurement and identification;
  - b. analysis and assessment;
  - c. options, which may include, but are not limited to:
    - regularized relief positions;
    - casuals;
    - staffing guidelines;
    - tools and resources to prioritize the work;
    - cross-coverage to address prioritization of work;
    - a review and reassignment of work based on skill mix; and
    - other measures;
  - d. actions, which may include, but are not limited to:
    - processes for management of immediate workload pressures;
    - sharing of the longer-term human resource planning to address chronic workload pressures;

- templates for workload plans; and
  - communicating processes to employees;
- e. ongoing evaluation of actions taken, which may include periodic assessments and stakeholder feedback; and
- f. responsive modification(s) and adjustments(s) will be made to the Workload Guideline by the WGW as needed.
7. The WGW will provide regular progress reports to the parties regarding the Workload Guideline and complete and distribute the Workload Guideline by March 31, 2020. The Workload Guideline will include tools, resources and recommendations to support orientation, utilization and evaluation of the Workload Guideline. The parties may extend the timelines by mutual agreement.

Following distribution of the Workload Guideline, the WGW will engage in ongoing and regular evaluation for the duration of the term of the 2019-2022 Collective Agreement

**ARTICLE NEW \_\_ 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.

**APPENDIX 16 – MEMORANDUM OF AGREEMENT  
RE: PROVINCIAL RECRUITMENT AND RETENTION INITIATIVES**

This Memorandum of Agreement (“MOA”) replaces Appendix 16 – Memorandum of Understanding Re: Recruitment and Retention Committee

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, plus one Ministry of Health Labour Market Analysis writer.

Each party will bear its own costs of participation in the Working Group.

4. HEABC and the MOH will provide the working group with regular workforce data reports.
5. 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.

6. 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.
7. This agreement will expire March 31, 2022

**APPENDIX NEW \_\_ MEMORANDUM OF AGREEMENT**  
**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. This expedited process shall only be available for referrals filed before December 31, 2019. The process may be continued by mutual agreement.
3. 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
4. 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 forty-eight (48) hours of the appointment.
5. 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.
6. 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.
7. The parties agree to share the costs of the fees and expenses of the arbitrator equally.

**APPENDIX NEW \_\_ XXX**  
**RE: WORKING GROUP FOR A PROVINCIAL FRAMEWORK ON OCCUPATIONAL  
HEALTH AND SAFETY (OHS) IN HEALTH CARE**

[This proposal replaces the Letter of Agreement Re: Joint Provincial Health, Safety and Violence Prevention Committee - HSPBA Funding dated October 24, 2018]

Whereas the parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces throughout the health care sector, with shared objectives to:

- 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
- Evaluate and promote the adoption of leading practices, programs or models
- Identify and develop a provincial framework and systems for implementing these objectives
- Facilitate co-operation between unions and employers on health and safety issues
- Facilitate education and training for effective functioning of local Joint OHS committees
- Share information, data, experience and best practices across the sector
- Improve compliance with Workers Compensation Act, OHS regulation and recommendations
- Implement CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety.

Whereas the parties acknowledge the need for a coordinated and integrated effort to improve the health and safety of health care workers and renew and rebuild a provincial framework/structure for occupational health and safety in the BC health care sector, built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency; and
- Evidence based decision making.

Therefore the parties agree as follows:

1. The parties will establish a joint provincial working group, within 90 days of ratification, grounded in the principles of meaningful collaboration and system based approaches with a purpose to support and promote safe and healthy work environments in healthcare across BC.
2. The working group will meet as frequently as necessary in order to conclude recommendations within 6 months of ratification.
3. The working group will be chaired by HEABC and comprised of one representative from each participating Employee stakeholder group (bargaining association) and three Employer

representatives. The working group may also include a representative from Doctors of BC, or other relevant groups as agreed by the participants. The working group will operate on a consensus model.

4. The working group will make recommendations to the stakeholder groups and Leadership Council to establish a provincial framework/structure (the “Provincial Framework”) for Health Care Sector Occupational Health and Safety issues and solutions including consideration of a staff structure. The working group will regularly (monthly) update all stakeholders, prior to the submission of final recommendations, which shall be given due consideration by stakeholders and Leadership Council.
5. The working group will make recommendations regarding terms of reference and rules of governance for the Provincial Framework.
6. The working group will explore opportunities and make recommendations regarding potential sources of ongoing funding for initiatives carried out under this Provincial Framework.
7. The Provincial Framework/structure will carry on with all projects previously agreed to and undertaken by the Provincial Occupational Health and Safety and Violence Prevention Steering Committee and future projects in support of Occupational Health and Safety in the healthcare sector. Such projects will include maintenance of the Provincial Violence Prevention Curriculum, the design/update/implementation of the OHS Resource Centre and support of the implementation of the CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety.
8. HEABC will contribute a sum of \$250,000 per annum to HSPBA for the Joint Provincial Health, Safety and Violence Prevention Committee. The HSPBA may use all or part of the funding allocated to it to contribute towards the Provincial Framework/structure, 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.

### **GENDER NEUTRAL PRONOUNS**

Amend the HSPBA Collective Agreement by deleting all gender specific pronouns and replacing them with gender neutral pronouns, such that references to “he/she” will be changed to “they”, his/hers” will be changed to “their” and “him/her” will be changed to “them”.

**REMOVAL OF APPENDICES**

APPENDIX 18 – MEMORANDUM OF UNDERSTANDING Re: Contracting Out has been removed.