

E&OE

Memorandum of Agreement

Between

The Health Services and Support – Community Subsector Association of Bargaining Agents

And

The Health Employers Association of BC

Re – Extension of the Health Services and Support – Community Subsector Collective Agreement

The Parties agree to recommend to their principals for approval this Agreement to extend the 2001 to 2004 Community Subsector Collective Agreement ("CSA"). The terms of this Agreement are as follows:

1. All provisions of the CSA remain unchanged except as indicated in this Memorandum.
2. The CSA is extended until March 31, 2006.
3. Memorandum of Agreement #1 Re: Comparability and Standardization of Wage and Benefit Levels is deleted.
4. The implementation of the Municipal Pension Plan ("MPP") is deferred with savings realized from January 1, 2004 to March 31, 2006. The MPP shall be implemented in the first full pay period following April 1, 2006. This deferral must fall within the legal requirements of any law or legislation whatsoever, or rules applicable to the Municipal Pension Plan Board of Trustees. If this deferral cannot be achieved for any reason, the Parties agree to incorporate equivalent savings being achieved effective the first pay period in January, 2004.
5. Until implementation of the MPP, the Parties agree to maintain and apply Article 24 – Group RRSP and Appendix 5 – Group RRSP.

Where Employers have maintained an existing retirement scheme in place pursuant to Article 24, that retirement scheme will be maintained pending implementation of the MPP.

Where Employers have wound down, wrapped up or otherwise concluded existing retirement schemes in anticipation of implementation of the MPP for their Community Subsector employees, the following steps will be undertaken by those Employers as soon as reasonably possible:

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- The Employer will initiate a new Group RRSP for its employees covered by the Community Subsector Collective Agreement pursuant to Article 24, or any other option acceptable to the Employer and employees at the local level.
 - As per the Parties' agreement to hold MPP remittances in abeyance, the Employer will submit both the employee and Employer contributions appropriate for the RRSP from the contributions currently held "in trust" as per previous employee election.
 - Any residual employee contributions remaining in trust will be refunded to the employee.
6. Effective the first full pay period following April 1, 2004, the Parties agree to a one-time reduction in wage rates for all employees of 4.06%. Normal increment progression will continue to occur.
 7. The Parties agree to amend the provisions of the Dental Plan by changing recall on dental exams from every 6 months to every 9 months.
 8. The Parties agree to amend Article 18.1 – Annual Vacation Entitlement, as follows:

Delete previous provisions that were effective prior to January 1, 2002.
Delete the transition provisions: Articles 18.1(c), (d), and (e).
Revise Article 18.1 to read as follows:

18.1 Annual Vacation Entitlement

Effective July 1, 2004, all employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

- (b) Employees with one (1) or more years of continuous service shall earn the following vacation with pay:
 - 1 to 4 years of continuous service – 15 work days of vacation, based on six percent (6%) of straight-time pay.
 - 5 to 9 years of continuous service – 20 work days of vacation, based on eight percent (8%) of straight-time pay.
 - 10 to 14 years of continuous service – 25 work days of vacation, based on ten percent (10%) of straight-time pay.
 - 15 to 19 years of continuous service – 30 work days of vacation, based on twelve percent (12%) of straight-time pay.
 - 20 or more years of continuous service – 35 work days of vacation, based on fourteen percent (14%) of straight-time pay.

This provision applies when the qualifying date occurs before July 1st in each year.

No current employee will have her vacation reduced as a result of implementation of this provision.

(c) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages during the accrual year (July 1 to June 30).

Renumber current (c) to become new (d).

9. The Parties agree that the Employer proposal on OSHAH is to be put in abeyance and the outcome of this proposal will be dependent upon resolutions reached at other health sector bargaining tables.
10. The Parties agree to add a new provision to Article 29 – Casual Employees, as follows:

Article 29.10

An Employer may remove a casual employee from the casual list if they are unavailable for work without a valid reason within a six (6) month period.

Enhancement of Employment Opportunities

The Parties agree to the following provisions to enhance employment opportunities:

11. The Parties agree to allow individual Employers and the representative designated by the Union for this purpose to enter into voluntary local discussions to amend the provisions of the CSA. Any such agreement to amend the terms of the CSA must be approved and signed by the Community Bargaining Association and HEABC prior to it becoming effective.
12. The Parties agree to amend Article 13.5 – Bumping as follows. This new provision is to be effective January 1, 2006.

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer **does** not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

The Unions will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally. Accordingly, employees exercising a right to bump must advise the Employer of their intention to bump within five (5) working days of receipt of the Employer's current seniority list.

13. The Parties agree to amend Article 12.3 as follows to provide for “regional postings”:

- (a) Employees of the Authority within the DSLA and displaced employees of Affiliates receive priority prior to external recruitment.
- (b) Employees of the Authority within the DSLA and displaced employees of Affiliates receive equal priority.
- (c) Displaced employees of Affiliates have a priority with the appropriate DSLA of the Authority and displaced employees of the DSLA of the Authority have a priority with the appropriate Affiliate, but there is no Affiliate to Affiliate priority and no non-displaced employee priority from either the DSLA of the Authority to an Affiliate or from an Affiliate to the DSLA of the Authority.
- (d) Employers within the Provincial Health Services Authority are not covered by this provision.
- (e) Selection decisions will be made in accordance with Article 12.9 – Selection Criteria and successful applicants will port their service and seniority.
- (9) The onus is on employees with a priority to apply, not for the Employer to seek out those with a priority.
- (g) Employers are working toward the goal of an on-line posting process. In the interim, until that goal is achieved, Authorities/Affiliates will facilitate regional postings by forwarding between the appropriate Authority/Affiliate information allowing for display on notice boards of a simple listing of positions which have reached the regional posting stage.
- (h) Implementation of the regional posting process will not result in “reposting”/ “second posting” of positions, “holding of vacancies” for any period of time or an extension to the length of the posting period.

14. Add the following sentence to the end of Article 12.7 – Notice of Successful Applicant:

The Employer shall also advise whether the successful candidate is an external hire.

15. Add a new Article 13.7(c) to read as follows:

(c) During a laid off employee’s recall period, she/he shall be entitled to register for casual work for the duration of the recall period. Registration shall be in accordance with Article 29. Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

16. The Parties agree to the attached Memorandum of Agreement that provides displaced employees with priority hiring rights.

17. The Agreement takes effect on the seventh day following the latest ratification date. Unless otherwise noted, the effective date for monetary provisions coincides with the beginning of the first full pay period following the seventh date after ratification, or the beginning of the first full pay period following April 1, 2004, whichever is later.

Signed this 9th day of February, 2004.

Signed on Behalf of the Association:

Signed on Behalf of HEABC:

E&OE

Memorandum of Agreement

Between

The Health Services and Support – Community Subsector Association of Bargaining Agents

And

The Health Employers Association of BC

Re – Employment Opportunities

The Parties agree to provide displaced employees with priority hiring rights where the contract under which they have worked has been retendered and another Employer covered by the Collective Agreement is the successful bidder, or one Collective Agreement Employer transfers its services to another Collective Agreement Employer.

The terms of this priority access to available vacancies will be as follows:

- a) The receiving Employer will determine the number and manner of vacancies created in the program.
- b) Displaced employees wishing priority access must submit an application for employment.
- c) To be eligible for hire, displaced employees must meet the receiving Employer's required qualifications and have the present capability to perform the work.
- d) Displaced employees will be subject to interview and assessment. In the event several employees are interested in a single position, the successful candidate will be determined by the receiving Employer in accordance with Article 12.9 – Selection Criteria.
- e) Such employees shall serve a qualifying period pursuant to Article 12.11 – Qualifying Period. An employee whose placement is found to be unsuitable during the qualifying period, or an employee who requests to be relieved during the qualifying period, shall return to the recall list with the previous Employer for the remainder (if any) of the recall period.
- f) Displaced employees with over five (5) years seniority will have priority for consideration for vacancies, regardless of which of the two employers the displaced employees come from. Displaced employees from both Employers who have less than five years seniority will have consideration for remaining available vacancies.
- g) If hired, displaced employees will receive portable benefits in accordance with Article 11.4 and port their seniority.
- h) Such employees will receive the terms and conditions of employment and be represented by the union that exists at the recipient Employer. The terms and conditions in existence at the recipient Employer **shall** form the maximum for employees, notwithstanding any benefits that may be ported. No new employees

shall be enrolled in the Public Service Pension Plan should that Plan be in place at the recipient Employer.

- i) An employee who **is** enrolled in a pension plan that is the same as the pension plan available at the recipient Employer shall not be required to serve a new waiting period.

This Memorandum of Agreement shall expire on March 30, 2006.

Signed this 9th day of February, 2004.

Signed on Behalf of the Association:

Signed on Behalf of HEABC:

Without Prejudice and Confidential
E&OE
February 7, 2004

Memorandum of Agreement

Between

**The Health Services and Support – Community Subsector Association of
Bargaining Agents**

And

The Health Employers Association of BC

Re: Consequences of Contracting Out

1. Nothing in this Memorandum of Agreement shall in any way restrict the right of Employers to contract out as provided for under the Health and Social Services Delivery Improvement Act.
2. The Memorandum of Agreement is agreed to on the assumption that there are 8263 FTEs in the Subsector and that the triggers established in this Memorandum of Agreement are based on a total of one thousand one-hundred (1 100) FTEs contracted out (the "Number") during the term of this Memorandum. The actual operation of the triggers will be established in the balance of the Memorandum of Agreement.
3. Contracting out shall be defined as occurring when employees are laid off as a direct result of their Employer contracting out work presently performed by employees covered by the Collective Agreement.
4. Employees laid off as a consequence of contracting out who are re-employed under the Collective Agreement are not included in the Number.
5. Part of the Number will be allocated to each Health Authority and Affiliated Employer following the ratification of this Memorandum of Agreement. Within 60 days of ratification, HEABC on behalf of the Health Authorities and Affiliated Employers will produce a Schedule (the "Schedule") outlining the allocation of full time equivalents to each of the Health Authorities and Affiliated Employers. For the purposes of this Memorandum of Agreement, each Health Authority will be considered to be one Employer.
6. In order to track the allocation of the Number and the amount of contracting out, a quarterly report will be prepared which will contain the updated Schedule and the number of FTEs contracted out by each Health Authority and Affiliated Employer up to the allocated full-time equivalent. The Parties will meet within thirty (30) days of ratification to discuss the format of and mechanics for producing the reports. Should

the Parties be unable to agree upon the format or mechanics, then Paula Butler shall be appointed to assist the Parties.

7. During the term of this Memorandum of Agreement, the amount of full time equivalents allocated to each of the Health Authorities and Affiliated Employers within the Schedule may be amended quarterly provided that the total number of full time equivalents in the Schedule does not exceed the Number.
 - a. Should a Health Authority or Affiliated Employer contract out more employees than is permitted by its allocated portion of the Number then the consequences contemplated by this Memorandum of Agreement will take effect only against such Health Authority or Affiliated Employer.
9. Any consequences flowing from the terms of this Memorandum of Agreement shall not operate retroactively and will take effect in the first full pay period following the point where the Health Authority or Affiliated Employer surpasses its allocated portion of the Number.
10. The consequences contemplated by the Memorandum of Agreement are the reinstatement of the wage schedule and vacation entitlement that was in effect March 31, 2004 and the cash amount of the employer contributions that would otherwise have been remitted to the Municipal Pension Plan.
11. This Memorandum of Agreement will expire and be extinguished for all purposes on March 30, 2006.

Signed this 7th day of February, 2004.

Signed on Behalf of the Association:

Signed on Behalf of the Employer:

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