

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:

- 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.
- (f) 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 9<sup>th</sup> day of February, 2004.

**Signed on Behalf of the Association:**

**Signed on Behalf of HEABC:**

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