

Memorandum of Agreement

Between

Vancouver Coastal Health Authority (VCH)

AND

Paramedical Professional Bargaining Association (PPBA)

Re: Consolidation of Seniority Lists

VCH is one of Canada's largest healthcare service providers, serving more than a million people in the geographic areas encompassing Richmond, Vancouver, North Shore and Coast Garibaldi. VCH delivers these services in acute care hospital sites through to community based care in residential, home health, mental health and public health work settings.

Pursuant to Section 54 of the Labour Relations Code, VCH and PPBA have reached a Consolidation of Seniority Lists Agreement that is intended to:

- Provide employees with greater employment and career opportunities via posting "regular", "temporary" and "multi work location" vacancies across all VCH locations; and,
- Enable VCH system redesign (e.g. regional programs and services) in a seamless manner.

This Memorandum of Agreement will apply to all VCH employees represented under the PPBA Collective Agreement.

A) Seniority and Benefits

1. VCH is the successor employer to the previous VCH Employers listed in Attachment "A" of the Collective Agreement.
2. The work locations (see Appendix #1) shall be treated as a single VCH worksite for the purposes of the application of the Collective Agreement except as amended by this Memorandum of Agreement. Each union shall continue to represent the employees it currently represents at each worksite.
3. The application of Article 6.04 is modified as follows. The individual seniority lists for VCH work sites will become merged into one new PPBA single seniority list covering all employees under the Collective Agreement. This will be done by "dovetailing" on the basis of overall seniority accumulated at all work locations. Dovetailing means placing employees on a list in descending order of seniority.

4. Employees who are registered in multiple seniority lists as of the implementation date of this Agreement will receive the total seniority earned at all work locations to calendar maximum of 1879.2 hours per year pursuant to article 6.04. Employees shall receive information utilized to create adjusted seniority date/hours. Employees' increment step will be reviewed in this process and adjusted appropriately as per the Collective Agreement.
5. Regular and casual employees will retain all related benefit entitlements, including vacation, special leave, sick leave and service for severance entitlement subject to not exceeding 1.0 FTE per annum. Consistent with the parties' objectives to ensure that employees' existing entitlements are protected, the parties agree to review entitlement of employees who are currently registered on multiple seniority lists with a view to resolving all benefit entitlement issues.
6. Employees who have multiple benefit entitlement dates will retain their most favorable entitlement on record. The intent is not to provide employees with benefits that exceed their current entitlement(s) on record.
7. Employees in multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan.
8. Employees who work in multiple work location(s) shall be paid and accrue benefits and seniority based on all hours worked across VCH. Employees shall not accrue seniority or benefits that exceed 1.0 FTE per annum.
9. Employees at amalgamated work locations (as per Appendix #1) and amalgamated services (e.g. lab, etc.) will have their paid hours combined for overtime calculation purposes. All other employees will not have their paid hours at multiple work locations combined for overtime calculation purposes until the earlier of new VCH integrated electronic scheduling system or two (2) years from the date of implementation of this Agreement.

B) Status

1. Each employee shall be restricted to one status at the time of implementation of this agreement: regular full-time, regular part-time or casual.
2. Casual employees may register to work (per the Collective Agreement) in more than one work location.
3. Part-time employees may access additional shifts at more than one work location in accordance with the Collective Agreement.

4. Employees who have regular status at one work location and have casual status at a different work location shall inform VCH no later than 90 days prior to the implementation of this Agreement to i) elect to maintain their regular status and relinquish casual status; or, ii) retain casual status and relinquish regular status. The employee will be informed if their seniority and benefit entitlement dates/hours have been adjusted to reflect work service accrued at multiple work locations.

C) Vacancy Posting

1. Vacancies will be posted at all work-locations across VCH and all employees shall be entitled to apply at the same time. Casual employees with less than 1879.2 hours will be considered after all other applicants. Postings shall specify the work-location.
2. Where the vacancy is a multi work-location position, the posting shall specify "base work location" and additional details regarding which work locations (e.g. specific sites or geographic locations such as Vancouver, North Shore, etc.) that position will cover.
3. Employees will not be eligible for relocation expenses where they post or access work across work locations. Any employee required to travel to another work location during the course of their workday will be entitled to reimbursement for such travel costs pursuant to the Collective Agreement.
4. VCH may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings. Where VCH utilizes electronic job postings only, a copy of each new electronic job posting will be emailed to the steward coordinator or designate at all work locations; and employees will have reasonable access to electronic posting information.
5. Where VCH intends to:
 - introduce one chief paramedical as replacement to existing site-specific chief paramedical; or
 - amalgamate services that are provided at more than one location;

the parties will meet and review the impact of this change on the classification system, other provisions of the Collective Agreement and this Memorandum. The parties reserve the right to argue the appropriate interpretation of Article 14.

D) Bumping

1. Displaced employees shall exercise their right to bump first at their work location or amalgamated work-location or amalgamated service and where there are no "comparable" bump options within the above, they shall be eligible to select bump option across VCH (effective January 1, 2006).

2. Employees will not be required to bump between Lower Mainland and Coast Garibaldi (Squamish, Pemberton, Sechelt and Powell River) in order to preserve entitlement to wage protection.

E) Committees

1. Union – Management and Occupational Health and Safety Committees will be maintained at each work location in accordance with the Collective Agreement and/or applicable legislation/regulations unless the parties agree otherwise.

F) Implementation

1. VCH will provide a reasonable amount of Employer-paid Union leave for stewards to facilitate the implementation of this Agreement at all locations. Copies of this Agreement shall be made available to employees and management.
2. PPBA and HEABC (on behalf of VCH) will make a joint application to the Labour Relations Board requesting a declaration that VCH is the successor employer to the previous employers and that the terms of this Agreement apply to VCH pursuant to the Labour Relations Code.
3. Any dispute arising out of the interpretation or implementation of this Agreement, which cannot be resolved by the Parties, shall be referred to expedited arbitration.
4. VCH will provide the PPBA with a minimum of 150 days notice prior to this Agreement being implemented.

G) PPBA Collective Agreement

1. Subject to variations specified in this Agreement, the PPBA Collective Agreement will apply. Where there are future changes to the Collective Agreement that affect this Agreement, the parties will meet and review necessary changes to this Agreement.
2. Subject to variations specified in this Agreement, seniority rights shall be applicable across VCH for all Articles of the Collective Agreement including but not limited to Postings, Vacancies and Displacements.
3. This Agreement is on a “without prejudice/reference” basis to other Health Authorities.

Wayne Bulshin Feb 28/05
Vancouver Coastal Health/Date

Ren Olsmit Feb. 22, 2005
PPBA/Date

[Signature] Feb 28, 2005
HEABC/Date

Appendix "1"
VCH – Paramedical Professional Bargaining Association

| <u>Work Location</u> | <u>Union</u> |
|--|-----------------------------|
| Cedarview Lodge | HSA |
| Dogwood Lodge | HSA |
| G.F. Strong Rehabilitation/Vancouver Hospital, 12 th and Oak Pavilions/Vancouver Hospital, UBC Pavilions (amalgamated work location) | HSA |
| George Pearson Centre | HSA BCGEU |
| Kiwanis Care Centre (North Vancouver) | HSA |
| Laboratories (RGH, VGH, UBC, LGH) | HSA |
| Lions Gate Hospital | HSA |
| Magnolia House | HSA |
| North Shore Health Region (Community Mental Health) | HSA BCGEU PEA |
| North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental) | HSA BCGEU CUPE PEA |
| North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Gibsons) | BCGEU PEA |
| Pemberton Health Centre | HSA |
| Powell River General Hospital | HSA |
| Richmond – Public Health, Continuing Care, Community Care | BCGEU CUPE |
| Richmond Hospital/Richmond Mental Health (amalgamated work location) | HSA |

Richmond Lions Manor

HSA

Work Location

Union

Shorncliffe

HSA

Squamish General Hospital/Hilltop House

HSA

St. Mary's Hospital (Sechelt)

HSA

Vancouver Community Mental Health
Service Division

HSA

Vancouver Health Services Delivery Area -
Community Health (Continuing/Public/Mental)

CUPE