

## **TENTATIVE AGREEMENT**

**Between**

**Health Science Professionals Bargaining Association (“HSPBA”)**

**And**

**The Health Employers Association of British Columbia (“HEABC”)**

The following provisions make up the material changes agreed to between the parties during collective bargaining between February 27, 2012 and January 31, 2013.

### **Term of the Agreement**

- 2 year agreement: April 1, 2012 to March 31, 2014
- All provisions of this agreement, except as otherwise specified, shall come into force and effect 30 days following ratification

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### **Monetary**

General wage increase all employees (except Pharmacists):

- Effective the first pay period after ratification 2.0%
- Effective the first pay period after April 1, 2013 1.0%

The temporary market adjustment rates for pharmacists will become permanent.

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### **Definition of Employee Status and Benefit Entitlement (Article 3)**

The Parties agree to increase the percentage that casual employees receive in lieu of vacation and statutory holidays to reflect the additional statutory holiday, Family Day.

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### **Union Stewards (Article 5.09)**

The parties agree to include language regarding providing new employees with steward information during group orientation.

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**Arbitration (Article 8)**

The parties agree to new language for arbitration, expedited arbitration, and fast track arbitration.

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**Education Leave (Article 17)**

The Parties agree that courses that are related to the employee's employment are eligible for education leave.

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**Maternity and Parental Leave (Article 18)**

The Parties agree to modernize the maternity and parental leave language.

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**Special Leave Application (Article 20.02)**

The Parties agree to modernize the special leave language.

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**Leave – Statutory Holidays (Article 21)**

The Parties agree to amend the language to reflect the additional statutory holiday, Family Day.

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**Leave – Vacation (Article 23.11)**

The parties agree to permit regular employees on leave pursuant to Article 18 – Parental Leave to carryover vacation for use within six (6) months of completion of the leave.

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**37.5 Hour Work Week (Article 24.01 and Transition MOU) (Effective no later than September 1, 2013)**

The Parties agree to implement a 37.5 hour work week and a memorandum regarding the transition to a 37.5 hour work week. Northern Health will implement no later than November 1, 2013.

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**Meal Period (Article 24.05)**

The Parties agree to amend the language to provide for thirty (30) minutes straight-time pay when designated to be available to work during a meal period.

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**Transportation Allowance and Travel Expenses (Article 26)** (Effective the first pay period following April 1, 2013)

The Parties agree to increase transportation allowance to fifty-two cents (52¢) per kilometer.

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**Shift Premiums (Article 27.01)** (Effective January 1, 2014)

The Parties agree to increase shift premiums and clarified that shift premiums are payable on overtime shifts.

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**Insufficient Off-Duty Hours (Article 28.03)**

The Parties agree to amend the definition of call-back and on-call.

Should be read jointly with LOU Improving Quality and Safety through the Appropriate Use of On-Call and Call-Backs.

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**Call-Back Definition (Article 28.06)**

The Parties agree to amend the window from six (6) to eight (8) consecutive hours off between ten (10) pm and the commencement of the employee's next shift.

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**Portability of Benefits (Article 29)**

The Parties agree to amend the language to allow employees to port back to original facility and increase the timeframe to one hundred and eighty (180) days.

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**Extended Health Care Coverage (Article 34.02)** (Effective May 1, 2013)

The Parties agree to include Pharmacare tie-in with BlueNet Card and with the addition of coverage for Prometrium and standard oral contraceptives and injectables, and a ninety (90) day grace period for maintenance pharmaceuticals. Employees will continue to have the option to pay the difference between generic covered drugs and the brand name equivalent.

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**Safety and Occupational Health (Article 38)**

The Parties agree to new language requiring the health authorities and Providence Health Care to provide employees with violence prevention training and to amend the language to provide all employees with access to critical incident stress debriefing.

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**No Harassment (Article 39)**

The Parties agree to new language promoting work environments free from personal harassment and requiring all employers to develop policies to maintain such environments.

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**Letter of Understanding Re: Early Retirement Incentive Benefit**

The Parties agree to enhance and support efforts to increase the uptake of ERIB by eligible employees.

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**Letter of Understanding Improving Quality and Safety through the Appropriate Use of On-Call and Call-Backs**

The Parties agree to new language on the appropriate use of on-call and call-back.

Should be read jointly with Article 28.03 Call-Back Definition.

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**Memorandum of Understanding Extension Re: Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment**

The Parties agree to renew this memorandum.

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**Memorandum of Understanding Re: Early Accommodation Measures for Employees**

The Parties agree to a new memorandum changing how "own occupation" is applied.

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**Memorandum of Understanding Re: Classification Redesign Committee**

The Parties agree to establish a committee to assist with the redesign of the classification system.

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**Memorandum of Understanding Re: Multi-Employer Steward Committee**

The Parties agree to establish a committee to address the issue of multi-employer stewards.

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**Memorandum of Understanding Re: Joint Benefits Review Committee**

The Parties agree to establish a committee to review current benefit plans and provide recommendations.

The Parties have also agreed that the committee will redesign benefits in order to achieve savings.

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**EDMP Stewards** (Effective April 1, 2013)

The Parties agree that the employers will contribute \$408,000 annually for the creation of disability management representatives to support the Enhanced Disability Management Program (EDMP). This will extinguish the obligation to allocate twenty-five (25) percent of cost savings from the EDMP to improved disability management pursuant to the EDMP Memorandum of Agreement.

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**Letter of Agreement Re: Professional Development Fund** (Effective April 1, 2013)

The Parties agree to that a \$225,000 Professional Development Fund shall be established payable for the period April 1, 2013 to March 31, 2014. The Fund is to be administered by the Health Science Professional Bargaining Association.

Subject to ratification by March 31, 2013

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**Memorandum of Understanding**

The Parties have reviewed various memoranda of understanding and have agreed to delete the following appendices:

- Appendix 17 Joint Benefits Review Committee

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**Housekeeping Changes**

The Parties agree to various housekeeping changes to the following:

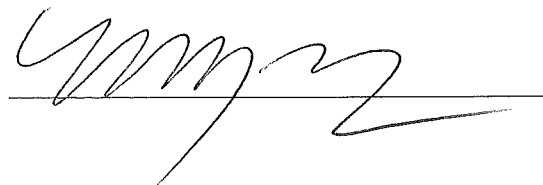
- Retention of Seniority and Benefits on Lay-Off (Article 10.06)
- Lay-Off (Article 10.07)
- Leave – Compassionate (Article 15)
- Leave – Sick - Accumulation (Article 19.01)
- Leave – Sick – Specialist Appointments
- Industry Wide Miscellaneous Rates - SPO 15+5 Percent

Agreed to this 31st day of January, 2013

**Signed on behalf of the HEABC:**

**Signed on behalf of the HSPBA:**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the wages schedules as follows:

**General Wage Increase**


General wage increase all employees except Pharmacists:


- Effective the first pay period after ratification 2.0%
- Effective the first pay period after April 1, 2013 1.0%

All of which is agreed this Thursday, January 31, 2013.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Schedule:

**Pharmacist Wage Schedule**

The parties agree that the temporary market adjustment wage rates for pharmacists will become permanent.

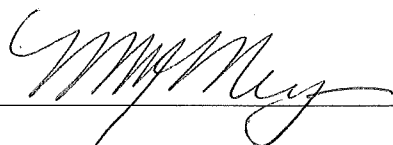
All of which is agreed this Thursday, January 31, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

As a consequential amendment:

#### Article 3 - Definition of Employee Status & Benefit Entitlement

3.03(b)(iii) - The HSPBA proposes that the premium for casuals in lieu of vacations and statutory holidays found in Article 3.03(b)(iii) be increased from 12.2% to 12.6% to accurately reflect the additional statutory holiday, Family Day. \*

\* Subject to review and possible adjustment of the basis for the calculations for casual and part-time employees.

All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**EMPLOYER PROPOSAL**

Amend the collective agreement by changing the following Article:

Article 5.09 – Union Stewards

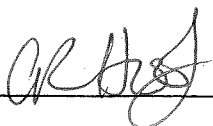
- (a) The Union shall advise the Employer in writing of the names of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.
- (b) The Union Stewards shall be allowed reasonable time while on-duty without loss of salary consistent with the operational requirements of the employer to perform the following duties:
- Investigating complaints of an urgent nature,
  - Processing grievances, under Article 7,
  - Attending labour/management meetings,
  - 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,
  - Supervising ballot boxes and other related functions during ratification votes.

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

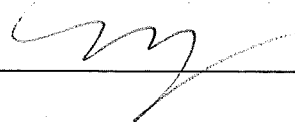
- (c) The Employer shall make a reasonable effort to accommodate space for the storage of secure union records.

All of which is agreed to this Friday, December 07, 2012.

Signed on behalf of HEABC:

  
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Signed on behalf of the Health Science Professionals

  
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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

#### EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

#### ARTICLE 8 - ARBITRATION

##### 8.01 Arbitration Principles

- (a) Either party to this Agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to ~~an Single Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.~~
- (b) The arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (~~b~~c) The objects and purposes of this ~~section~~ Article is are to encourage an open exchange of information in the interest of resolving disputes, and to provide a fair and expeditious resolution of grievances.
- (~~e~~d) The parties agree to take all reasonable steps to ensure that grievances which are referred to arbitration shall be dealt with without undue delay.
- (~~e~~e) At least thirty (30) days prior to the date of an arbitration hearing the parties shall meet to disclose fully each party's case and to seek to resolve the grievance.
- (~~f~~e) Each party will set out for each grievance its understanding of the matter in dispute, including its position on the facts in dispute and the relevant law.
- (~~f~~g) The parties will seek to narrow the issues of fact and law in dispute, and will conclude agreements on fact to the degree that they can agree.

- 8.02** (h) The decision of the ~~Single Arbitrator~~ shall be final and binding on both parties.

**8.03** (i) The expenses and compensation of the ~~Single~~ Arbitrator shall be shared equally by the parties.

**8.04** (j) The Employer shall grant leave without loss of pay to an employee called as a witness by an ~~arbitration board~~ arbitrator, provided the dispute involves the ~~an~~ Employer, and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union.

**8.05** ~~An arbitrator selected under this Article of the Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless the time limit is extended by mutual agreement between the parties.~~

### **8.02 Full Arbitration Process**

(a) Either party may refer a matter to arbitration under the full arbitration process by notifying the other party of its intent to arbitrate and the arbitrator(s) it proposes from the following list of approved full arbitration process arbitrators:

1. David McPhillips
2. Mark Brown
3. Joan Gordon
4. John Hall
5. Judi Korbin
6. John McConchie
7. Vince Ready
8. Wayne Moore
9. Colin Taylor
10. John Kinzie
11. Stanley Lanyon

(b) The recipient of the referral and the notice to arbitrate shall respond within fourteen (14) calendar days regarding the proposed arbitrator(s). If the parties do not reach agreement on an arbitrator within a further thirty (30) calendar days, either party may request the appointment of an arbitrator pursuant to Section 86 of the *Labour Relations Code*.

(c) The parties recognize the importance of the timely resolution of matters referred to full arbitration and accordingly agree to strictly adhere to the timelines set out in Article 8.02(b).

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

(a) The parties recognize the need for timely and efficient resolution to disputes arising from employee dismissals or suspensions for five (5) days or longer, and to utilize arbitrators who are approved by the parties to resolve and adjudicate such disputes. Grievances pertaining to such disputes that remain unresolved

following the Stage 3 grievance meeting may be referred to fast-track arbitration process. Upon receipt of either party's notification of such a referral, HEABC and the Union shall select an arbitrator on a rotational basis from the following list of approved fast-track arbitrators:

1. Judi Korbin
2. Mark Brown
3. David McPhillips
4. Joan McEwan
5. Wayne Moore

(b) Unless the parties agree otherwise, the fast-track arbitration process shall consist of two stages:

1. a mediation and case management session conducted by the fast-track arbitrator; and
2. where required, a hearing of the merits conducted by the fast-track arbitrator.

(c) The fast-track arbitrator shall commence a mediation and case management session within thirty (30) days of notification of her or his appointment. If an arbitrator who would otherwise be appointed on a rotational basis is not available to commence the mediation and case management session within thirty (30) days, the parties shall select the next fast-track arbitrator from the list who is available to do so.

(d) If the parties are unable to resolve the dispute during the mediation and case management session:

1. a hearing of the merits shall commence within thirty (30) days of the completion of the mediation and case management session; and
2. the fast-track arbitrator may direct the parties to take reasonable steps as specified by the arbitrator to expedite the hearing of the merits.

(e) It is understood that it is not the intention of HEABC and the Association to refer disputes arising from employee dismissals or suspensions for five (5) days or longer to expedited arbitration under Section 104 of the *Labour Relations Code*.

#### **8.064 Expedited Arbitration Process**

~~(a) A representative of HEABC and the Union's designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.~~

In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

- ~~(b) — Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.~~
- ~~(c) — The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.~~
- ~~(da) Any grievance is eligible to be referred by a Union or an Employer to the expedited arbitration process described below unless the grievance:~~
- ~~1. concerns a dismissal;~~
  - ~~2. concerns a rejection on probation;~~
  - ~~3. is a policy grievance;~~
  - ~~4. requires interpretation of the collective agreement;~~
  - ~~5. requires presentation of extrinsic evidence;~~
  - ~~6. is expected to produce a preliminary objection unrelated to the eligibility or suitability for expedited arbitration;~~
  - ~~7. concerns classification matters; or~~
  - ~~8. is determined to be otherwise unsuitable for expedited arbitration.~~
- ~~(b) Any objection to a grievance's eligibility for expedited arbitration will be decided by the expedited arbitrator selected to hear the grievance. If she or he determines that the grievance is not eligible for expedited arbitration it may be heard by another arbitrator under the full arbitration process set out in Article 8.02.~~
- ~~(c) The expedited arbitrators shall be selected on a rotational basis from the following list:~~
- ~~1. Judi Korbin~~
  - ~~2. John Steeves~~
  - ~~3. Mark Brown~~
  - ~~4. Stanley Lanyon~~
  - ~~5. John McConchie~~
- ~~(d) The expedited arbitrator shall commence the hearing within thirty (30) days of notification of her or his appointment. If an expedited arbitrator who would otherwise be appointed on a rotating basis is not available to commence an expedited arbitration within the thirty (30) days, the parties shall select the next arbitrator from the list who is available to commence an expedited arbitration within thirty (30) days.~~
- ~~(e) The above named expedited arbitrators shall be used on a rotational basis at each Health Authority/Health Organization.~~

- (df) As the expedited arbitration process is intended to be informal, outside legal counsel will not be used to represent either party. Employers may use HEABC staff to represent them.
- (eg) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (fh) Prior to rendering a decision, the expedited arbitrator may assist the parties in mediating a resolution to the grievance.
- ~~(g) —~~ Where If mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (hi) The decision of the expedited arbitrator is to be completed on the agreed to form and mailed to the parties within ~~three (3)~~ seven (7) working days of the hearing.
- (ij) All decisions of the expedited arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (jk) All settlements of matters referred to ~~proposed~~-expedited arbitration cases made ~~prior to hearing~~ shall be without prejudice.
- (k) ~~The parties shall equally share the costs of the fees and expenses of the arbitrator.~~
- ~~(l) —~~ The expedited arbitrators, who shall act as sole arbitrators, shall be Colin Taylor, Vince Ready, and Don Munroe.
- ~~(m) —~~ The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8.

(A) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

All of which is agreed this

Wednesday April 18, 2012.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals Bargaining  
Association (HSPBA)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**Article 17 - Leave - Education (Revised)**

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 that an individual employee gives of their own time. Education leave of absence with pay is not to exceed 36 hours of employer contribution per agreement year.

The Employer shall grant one (1) day leave of absence at straight time rates when an employee attends an approved educational program on two (2) consecutive days off. This one (1) day leave of absence shall be included in the "36 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.

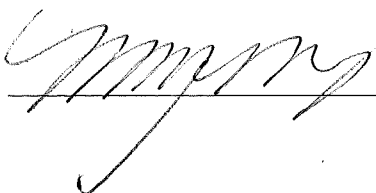
(g) This article applies to expenses, but not to leaves-of-absence, for correspondence courses.

All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

Article 18 – Maternity and Parental Leave

**18.01 ~~Natural Mother~~ Maternity Leave**

**(A) ~~Maternity Leave~~**

A regular employee shall be granted ~~fifty-two (52)~~ seventeen (17) consecutive weeks maternity leave of absence without pay. Such leave may commence no earlier than eleven (11) 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.

~~(1) — Benefits~~

~~(a) — For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 (Leave — Unpaid).~~

~~(b) — For the balance of a seventeen (17) week period, i.e., seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave 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.~~

~~(B) — Within the fifty-two (52) week leave period granted under Article 18.01 (A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the employer for reasons such as premature birth or a hospitalized infant.~~

~~(1) — Benefits~~

~~For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.~~

~~(C) — Parental Leave — Special Circumstances~~

~~(a) — A regular employee is entitled to up to five (5) additional weeks of parental leave without pay 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. This additional period of leave begins immediately after the end of the unpaid leave taken in Article 18.01 (B).~~

~~(b) — A regular employee 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 (A) or Article 18.01 (B).~~

~~(c)~~ — An employee's maximum combined entitlement to leave under Article 18.01 is limited to sixty-three (63) weeks.

**~~(D)~~ — Additional Leave**

~~Any further leave granted beyond the normal fifty-two (52) week period or for any additional weeks of parental leave (special circumstances) as set out in Article 18.01 (C) will be unpaid leave without any benefits.~~

**~~(E)~~(B) Sick Leave Provisions**

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

**~~(F)~~ — Notice Required**

~~An employee shall make every effort to give at least four (4) weeks' notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days' notice of her intention to return to work prior to the termination of the leave of absence.~~

**~~(G)~~(C) Doctor's Certificate**

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

**~~(H)~~(D) 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 Natural Father or Adoptive Parent**

**~~(A)~~ — Parental Leave**

~~On four (4) weeks' notice and within fifty-two (52) weeks of the birth or adoption of a child, the natural father or adoptive parent may apply for up to thirty-seven (37) consecutive weeks of parental leave without pay.~~

~~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.~~

~~(1) — Benefits~~

~~(a) — For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 (Leave — Unpaid).~~

~~(b) — For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave 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.~~

- (A) Upon written request, a regular employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case an employee who takes leave pursuant Article 18.01).
- (B) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) 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) In the case of an employee who takes leave pursuant to Article 18.01, immediately following 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 as 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 Beyond Thirty-Seven (37) Weeks-- Special Circumstances**

- (A) If a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, ~~the natural father or adoptive parent~~ a regular employee may apply for up to five (5) additional weeks parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks. The additional five (5) weeks must be taken immediately after the unpaid leave in Article 18.02(A) ends.
  - (1) — Benefits  
For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave 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.
- (B) An employee who takes leave pursuant to Article 18.01 is entitled to up to six (6) additional consecutive weeks of parental leave without pay if a medical practitioner certifies that, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 18.01 or Article 18.02.
- (C) An employee's maximum combined entitlement to leave under this Article is limited to forty-two (42) weeks for employees eligible for leave under Article 18.02, and sixty-three (63) weeks for employees eligible for leave under both Article 18.01 and 18.02.

### **18.04 Benefits Continuation**

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

### **18.05 Notice Required**

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

### **18.036 Return to Employment**

An employee resuming employment after a ~~maternity, adoption or parental~~ 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.

### **18.047 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.

### **18.058 Supplemental Employment Benefits Plan**

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

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved ~~Maternity Leave~~ leave pursuant to the ~~Provincial Agreement Article 18.01~~.
2. 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. The benefit level for eligible employees under the Plan is as follows:
  - (a) 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.

- (b) 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) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
  - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. 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. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
- (a) not be in receipt of sick leave benefits;
  - (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
  - (c) 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. The Plan will continue in effect until a new Collective Agreement is concluded between the parties.
7. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
8. The Employer shall keep a separate accounting record of benefits paid from the Plan.
9. 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. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
11. 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. 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. 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) 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) 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) 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 fifty-two (52) 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 sixty-three (63) 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.

\*\*related consequential amendments to Article 3.03; add new Article 18.09 to list of provisions applied to casual employees.

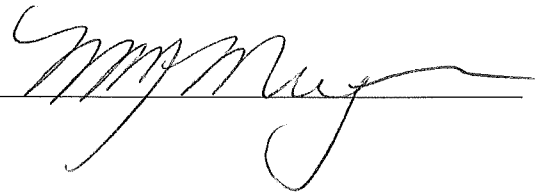
All of which is agreed this Monday, January 28, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 20.02 - Application**

Special leave shall be granted as follows:

- (a) marriage leave – 36 hours;
- (b) to attend child birth or adoption-related child placement, for employees who are “Other Parents” as defined in Article 18.02(C), paternity leave – 7.2 hours
- (c) to provide care to an immediate family member who has a serious illness – up to 14.4 hours at one time;
- (d) leave of 7.2 hours may be added at one time to 21.6 hours compassionate leave;
- (e) leave of 7.2 hours may be taken for travel associated with compassionate leave;

All of which is agreed this Monday, January 28, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Article 21 – Leave – Statutory Holidays

**21.01 Statutory Holiday Entitlement**

Each employee shall receive 7.2 paid hours off for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government.

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

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

$$\frac{\text{hours paid (*) per anniversary year} \times \text{regular pay}}{1879.2 \text{ hours}}$$

\* Includes leave without pay up to 144 work hours. (Reference: Article 22.02).

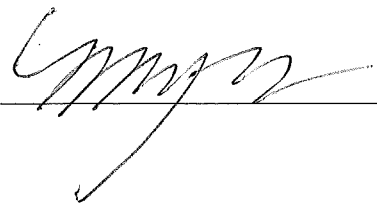
\*\*Note: Includes any other potential consequential amendments to the Collective Agreement

All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Article:

**Article 23.11 – Leave – Vacation**

**23.11 Vacation Carryover for Parents**

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

All of which is agreed this Tuesday, January 22, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 24.01 - Hours of Work**

There shall be thirty-six (36) work hours per week, exclusive of meal periods or a mutually-agreed equivalent. (Reference Memorandum of Agreement, Re: Article 24.01 – Hours of Work)

Effective no later than September 1, 2013, there shall be an average of thirty-seven and one-half (37.5) work hours per week, exclusive of meal periods. The normal daily full shift hours shall be seven point five (7.5) hours, or a mutually agreed equivalent. (Reference Memorandum of Agreement Re: Extended Work Day or Extended Work Week). Employers shall have discretion to implement a thirty-seven and one-half (37.5) hour work week prior to September 1, 2013.


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

\*includes any consequential amendments to the collective agreement


All of which is agreed this Wednesday, January 30, 2013.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Memorandum of Understanding:

**MOU - Transition to 37.5 Hour Work Week**

During collective bargaining the parties agreed to a thirty seven and one-half (37.5) hour work week.

The Employer agrees that this will not result in any layoffs for health science professionals and will be done in a manner that minimizes the impact of these changes on individual health science professional's employment and security.

It is recognized that in many areas it will be necessary to revise the rotations and/or shift schedule in order to implement the thirty seven and one-half (37.5) hour week. The parties commit to work together to ensure a smooth transition as a result of changes to rotations and/or shift schedules due to increased hours of work.

In order to minimize impact of the transition to the thirty seven and one-half (37.5) hour work week, the Employer agrees to consider the following options:

- a) Regularization of casual and overtime hours (part-time or full-time basis), such as creating built in vacation relief.
- b) Use of current vacancies to maintain current part-time employee's hours of work.
- c) Offer job shares as per Appendix 8.
- d) Other options as mutually agreed between the Union and the Employer.

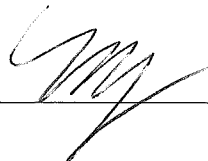
The Employer and the Union agree to develop a process to expedite the building of the rotations and/or shift schedules.

All of which is agreed this Wednesday, January 30, 2013.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

Amend the collective agreement, by changing the following Article:

#### Article 24.05 - Meal Period

A minimum meal period of ~~one-half (1/2) hour~~ thirty (30) minutes shall be scheduled during each full shift. The meal period shall be provided at intervals that result in no employee working longer than five (5) consecutive hours without a meal break.

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

- (i) the employee is scheduled to work a shift of less than ten (10) hours and receives thirty (30) minutes for a meal period exclusive of the shift, then the employee shall receive ~~\$10~~ thirty (30) minutes of straight time pay;
- my (i)* (i) the employee is scheduled to work a shift of less than ten (10) hours and does not receive thirty (30) minutes for a meal period exclusive of the shift, then the employee shall receive regular pay for the shift worked plus thirty (30) minutes pay at time and one-half the regular rate.
- my (ii)* (ii) in the event an employee in (i) above is recalled to duty during the meal period the provisions of (ii) apply.


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

All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

Amend the collective agreement by changing the following Article:

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 cents (50¢)~~ fifty-two cents (52¢) per kilometre will be paid with a minimum of two dollars (\$2.00) for each round trip.

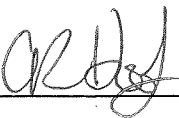
Business related mileage shall not include the normal distance an employee drives between their home and their regular work site, but shall include all other mileage included for business purposes.

For clarity, if an employee proceeds directly to a business location other than their regular work site, they may claim as business related mileage all kilometres travelled from that location. If the business location is further than their regular work site, they will claim all kilometres travelled which exceed the distance between their home and their regular work site.

\*\* Note: Consequential amendment to 28.04 required


All of which is agreed to this 30<sup>th</sup> day of January, 2013.

Signed on behalf of the HEABC:



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Signed on behalf of the Health  
Science Professionals (HSPs)



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 27.01 - Shift Premium**

**27.01 Shift Premium**

The evening shift premium shall be 70¢ per hour.

The night shift premium shall be \$1.75 per hour. Effective January 1, 2014, the night shift premium shall be \$3.50 per hour.

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

The weekend premium shall be \$1.00 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective January 1, 2014, the weekend shift premium shall be \$2.00 per hour.

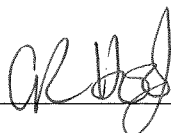
Shift premium is payable only when ~~the major portion~~ one-half or more than one-half of the hours worked falls within the defined evening or night shift. In such cases the shift premium shall be paid for the total hours worked.

For shifts of eight (8) hours or less, the shift premium is payable only when ~~the major portion~~ one-half or more than one-half of the shift falls within the defined evening or night shift. For shifts greater than eight (8) hours, refer to the Memorandum of Agreement – Extended Work Day or Extended Work Week.

\*\*\*Note: Includes any consequential amendments to the Collective Agreement

All of which is agreed this Thursday, January 31, 2013.

**Signed on behalf of the HEABC:**



**Signed on behalf of the Health  
Science Professionals (HSP)**



**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 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 call-back.

A separate call-back is defined as:


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

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

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

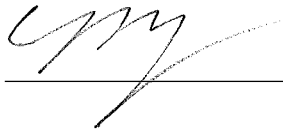
All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 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 ~~six (6) eight (8)~~ consecutive hours off duty between ~~eight (8) pm 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 ~~six (6) 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 ~~six (6) eight (8)~~ consecutive hours in total off duty between shifts.

All of which is agreed this Monday, January 28, 2013.

**Signed on behalf of the HEABC:**



**Signed on behalf of the Health  
Science Professionals (HSP)**



**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 29 - Portability of Benefits**


**29.01 Transfers**

An employee who terminates in a Facility where the Union is certified and which is a member of HEABC, and is employed within ~~ninety (90)~~ one hundred and eighty (180) calendar days in another a Facility where the Union is certified, including the original Facility, shall be entitled to portability of benefits as specified below. The term "member" in relation to the Facility from which the employee is transferring shall not include any provincial or federal government institution.

An employee eligible for portability of benefits who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in the letter of appointment that she/he is seeking regular employment. In such instance, the employee shall be entitled to portability of benefits specified in 29.02 for a period of ~~150~~ three hundred and sixty-five (365) calendar days from date of termination at A.

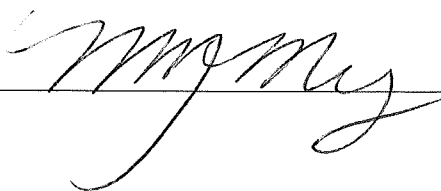
All of which is agreed this Saturday, December 08, 2012.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Article:

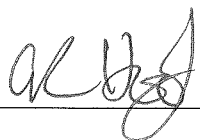
**Article 34.02 - Pharmacare Tie-In with Bluenet**

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

\*consequential amendments to be made to Article 34.02 Extended Health Care Coverage language

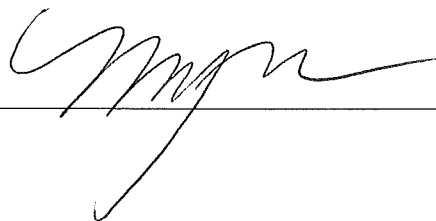
All of which is agreed this Thursday, January 31, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

Amend the collective agreement, by changing the following Article:

#### Article 38 - Safety and Occupational Health

##### 38.03 Employee Safety

The employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of injuries and occupational disease are reduced or eliminated.

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

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

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

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

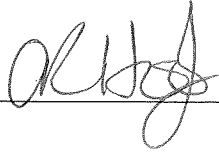
The Health Authorities and Providence Health Care agree to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. Employees on leave to attend the modules of the program that are applicable to the employee according to the program will be without loss of pay or receive straight-time regular wages while attending.

##### 38.04 Aggressive Patients/Residents/Clients

- (a) When the Employer is aware that a patient has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission, transfer, or a community assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive patient/resident/ client and how to respond to the patient's/resident's/client's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents/clients.
- (b) ~~Critical incident stress defusing shall be made available and known to employees who have suffered a serious work-related traumatic incident of an unusual nature. Leave to attend such sessions will be without loss of pay.~~ Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given leave without loss of pay to attend, or be paid at the applicable rate of pay.

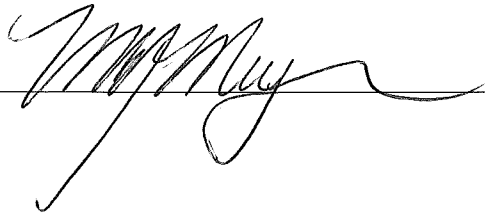
All of which is agreed this Monday, January 28, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Article:


**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 harassment, including sexual harassment. The employer shall take such actions as are necessary with respect to any person engaging in harassment, including sexual harassment, 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.
- 39.05 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.

All of which is agreed this Saturday, December 08, 2012.

**Signed on behalf of the HEABC:**

  
\_\_\_\_\_

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
\_\_\_\_\_

**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by changing the following Article:

**Article 41 - Effective and Terminating Dates**

**41.01** The term of this agreement is from its effective date of April 1, 2012 ~~April 1, 2010~~ until its expiry date of March 31, 2014 ~~March 31, 2012~~.

....


**41.04 (b)**

Where no notice is given by either party prior to the expiry date of this collective agreement, notice shall be deemed to have been given under this clause on March 31, 2014 ~~March 31, 2012~~.

All of which is agreed this Thursday, January 31, 2013.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**Letter of Understanding – Re: Early Retirement Incentive Benefit**

The parties agree to the following changes to the Early Retirement Incentive Benefit:

Notwithstanding the current Early Retirement Incentive Benefit (ERIB) provision contained in the, Collective Agreement, the parties agree to enhance and support efforts to increase the uptake of ERIB by eligible employees.

It is agreed that:

- The Union will be provided with the information necessary in order to contact potentially eligible employees, three months prior to their earliest possible eligibility.
- The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.
- Employees who apply for ERIB may choose to continue to maintain the Extended Health Benefit plan and Dental plan coverage to age 65. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays her or his portion of the premium for such coverage in advance, on a monthly basis (See HSPBA EDMP MOU, Section B (5.2) and Appendix 9 Section I(B) and Appendix 13 Section I(B)).

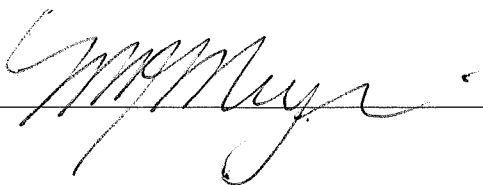
In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four times per year, timing to be determined by mutual agreement of the parties.

All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

Amend the collective agreement, by adding the following Letter of Understanding:

**Re: Improving Quality and Safety through the Appropriate use of On-call and Call-backs**

Whereas the parties recognize that the work of Health Science Professionals is often critical in the care of patients\*, and as such Employees are often required to be on-call and to be called back to work to perform procedures or work that cannot wait until the next regularly scheduled shift.

And whereas the parties recognize that being on-call and being called back to work can have an impact on an employee's personal life and that call-backs can negatively impact on the amount and quality of sleep an employee may achieve.

And whereas the parties share a concern that insufficient sleep affects employees and may affect patient safety and quality of care.

And whereas the parties recognize that the appropriate use of on-call service and call-backs will contribute to employee health, wellness and quality of life, occupational safety, the provision of safer care for patients and better utilization of health budgets, and these goals are consistent with the Institute for Healthcare Improvement (IHI) Triple Aim for quality improvement (improved quality or safety, improved provider satisfaction, improved per capita cost of care).

And whereas the parties have agreed to create a process whereby employees may request a meeting to discuss instances in which they believe a pattern or recurring incidents of unwarranted call-back occurred (reference Article 28.03).

Now therefore the parties have a mutual interest in the appropriate use of call-backs. Call-backs should be limited to situations requiring emergent or urgent care. It is the intent of the parties to increase awareness of existing employer developed review processes, and to develop review processes where none exist and the volume is appropriate.

The following definitions are offered as a guideline for work that may result in a call-back.

**Emergent Care** is required when the failure to provide the services of the Health Science Professional could result in an immediate, serious negative impact on the health of the patient.

**Urgent Care** is required when the failure to provide the services of the Health Science Professional, before the next regularly scheduled shift, could result in a decline in the health of a patient or irreparable harm as a result of care not being provided within a defined window of opportunity.

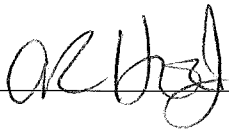
The following are provided as examples of circumstances when a call back should not normally be used to provide the services of a Health Science Professional.

- Where the patient's condition does not meet the definition of either Emergent or Urgent Care and the health practitioner seeks the provision of the service in time for the conclusion of his/her shift
- Where the patient's condition does not meet the definition of either Emergent or Urgent Care and the health practitioner orders a service provided by an HSP, to prevent a return trip by the patient

*\* read patients as 'patients, residents or clients'*

All of which is agreed this Saturday, December 08, 2012.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**Amend the collective agreement by adding the following Memorandum of Understanding and publishing the Memorandum of Understanding re: Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment in the body of the collective agreement:**

Whereas:

1. The Health Employers Association of British Columbia ("HEABC") and the Health Sciences Association of British Columbia ("HSA") entered into a Memorandum of Understanding Re: Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment (the "MOU") on approximately November 17, 2008.
2. Paragraph 2 of the MOU provided that the MOU terminated on the expiry of the 2006 - 2010 collective agreement, subject to the bridging provision, however its terms have continued to be applied including the HSA's agreement that it will not file grievances or job description objections on matters covered by the MOU through the conclusion of a renewal collective agreement after the expiry of the 2006-2010 Collective Agreement.
3. The parties wish to continue the MOU until the expiry of the 2012 – 2013 Collective Agreement subject to the bridging provision.

Therefore HEABC and HSA agree as follows:

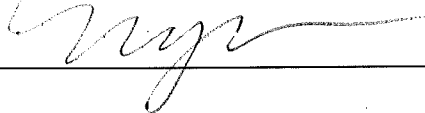
1. The MOU continues in full force and effect. Paragraphs 2 and 3 are amended to refer to the 2012 – 20 collective agreement.

All of which is agreed to this Friday, December 07, 2012

**Signed on behalf of Health Employers Association of British Columbia:**

  
\_\_\_\_\_

**Signed on behalf of Health Sciences Association of British Columbia:**

  
\_\_\_\_\_

WITHOUT PREJUDICE

Memorandum of Understanding  
between  
Health Employers Association of British Columbia  
(on behalf of its members)  
and the  
Health Sciences Association of British Columbia

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, 2010, or at a later time if the agreement is extended by virtue of its bridging provisions).
- 3) 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:
  - 1) 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.


- 4) Employers can continue to require certification as a condition of employment.
- 5) Other than in circumstances where membership in a professional association is required for statutory, regulatory or accreditation purposes, as described in Paragraph 8 below, if an Employer requires membership in a professional association, the cost of the membership will be borne by the Employer.
- 6) Employers can continue to require that employees meet the eligibility requirements for membership in an applicable professional association.

WITHOUT PREJUDICE

- 7) This Agreement does not in anyway diminish an Employer's right to continue an existing practice related to those professions that, currently or in the future, are required by professional statutes to be registered in order to practice the profession.
- 8) 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 to assist the parties up to and including expedited arbitration.
- 9) HSPBA will continue to encourage its members to actively participate in their respective professional association.
- 10) 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 2006-2010 Agreement.

Signed on behalf of Health Employers Association of British Columbia:

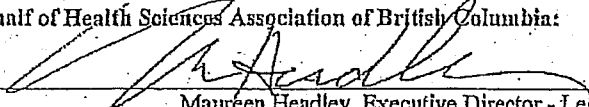
per: \_\_\_\_\_

  
Mark Bolton, Director, Compensation Services

Dated this 17<sup>th</sup> day of Nov, 2008.

Signed on behalf of Health Sciences Association of British Columbia:

per: \_\_\_\_\_

  
Maureen Headley, Executive Director - Legal

Dated this 4<sup>th</sup> day of December, 2008.

**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Memorandum of Understanding:

**Early Accommodation Measures for Employees**

**Re: Early Accommodation Measures for Employees**

The parties agree that the long-term health of injured and disabled workers benefits from timely and proactive measures that meet their medical restrictions to keep them working, or results in their early return to work from long-term disability (LTD). To that end, the parties agree that:

- 1) During the LTD qualifying period, employees who are permanently disabled from their own job may be accommodated into an available position that is not less than eighty percent (80%) of their pre-disability earnings. However, in the event the employee is unable to continue working in his/her accommodated position in the subsequent six (6) month period due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of adjudication and calculation of any claim for LTD.
  
- 2) During the first twenty-four (24) months of LTD benefits, employees who are permanently disabled from their own job may be accommodated into an available position that is not less than seventy-five percent (75%) of their pre-disability earnings. However, in the event an employee is unable to continue working in their accommodated position during the twenty-four (24) month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that twenty-four (24) month period.

All of which is agreed this Tuesday, January 22, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Memorandum of Understanding:

**Classification Redesign Committee**

Whereas the classification system was last modified in 1988;

Whereas the parties have a common interest in developing a redesigned classification system which supports and promotes the role of health science professionals;

Whereas the parties have had significant discussions concerning the Employers' proposal for a Job Profile Classification Plan and the Union's proposed principles for amending the classification system;

Therefore the parties agree:

1. The parties will establish a Classification Committee (the "Committee") to assist the parties in reaching agreement on the redesigned classification system in subsequent negotiations.
2. The Committee will be comprised of no more than seven representatives from HEABC/member organizations and no more than seven representatives from the HSPBA.
3. The Committee will endeavor to make detailed recommendations for a new profile-based classification system.
4. At the request of either party, the Committee will appoint Mr. John Kinzie as a facilitator to assist the parties in developing joint recommendations. The facilitator may provide written non-binding recommendations to the Committee to resolve any differences that arise in the Committee process.
5. The Committee will report back to their respective bargaining committees prior to the expiration of the current collective agreement. The report will identify any joint recommendations of the Committee and any areas where the Committee did not reach consensus.
6. The Committee's recommendations will only be implemented by mutual agreement of the parties.
7. The Interim Order issued by Arbitrator Hall on September 25, 2012 shall continue to bind the parties during the term of this Collective Agreement and until such time as the parties have agreed to a redesigned classification system to be incorporated into a new collective agreement. Arbitrator Hall shall continue to remain seized with respect to any dispute regarding the interpretation or implementation of the Interim Order.

Upon ratification of a new collective agreement and, provided that the parties have agreed to a redesigned classification system to be incorporated in that collective agreement, the Memoranda of Understanding re Joint Classification Committee, Interim Classification Modifications and Classification System Implementation will be deleted.

All employees that were subject to downward classification prior to the September 25, 2012 Interim Order based on the application of the Interim Classification Modifications MOU shall be entitled to receive any wage increase that takes effect prior to April 1, 2014, notwithstanding the provisions of Article 10.04(b).

Coding up that had been discontinued pursuant to the Interim Classification Modification memorandum shall be restored upon ratification.

The HSPBA Policy Grievance dated November 10, 2011 and any related grievances or objections are withdrawn effective the date of ratification.

All of which is agreed this Monday, January 21, 2013.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

Amend the collective agreement, by adding the following Memorandum of Understanding:

**Multi-Employer Steward Committee**

Whereas the parties have identified that, as a result of lower mainland consolidation, issues regarding steward representation in a multi-employer environment have arisen at Fraser Health Authority, Provincial Health Services, Vancouver Coastal Health and Providence Health Care ("the Employers").

Therefore the parties agree that two (2) representatives from each of the HEABC and the HSPBA will meet no later than March 31, 2013 to attempt to reach agreement on the foregoing issue. Vince Ready will attend the meeting in the capacity of Mediator/Arbitrator.

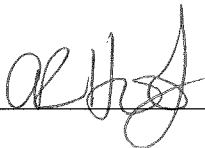
If the parties are unable to reach agreement on the issue, Vince Ready will render a binding decision. His decision will be consistent with the following principles:

1. Achieving an efficient method of steward representation;
2. Respecting Union's rights and obligations of member representation; and
3. Consistent with legislative and labour relations principles.

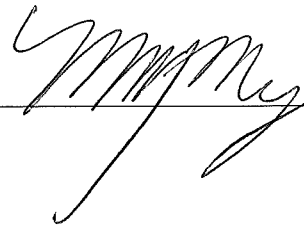
Each party will pay its own expenses for participating in the Committee and share jointly in the cost of the Mediator/Arbitrator.

All of which is agreed this Monday, January 28, 2013.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

#### Joint Benefits Review Committee

**Re: Joint Benefits Review Committee**

WHEREAS the Ministry of Health and Health Authorities have identified to the Health Science Professional Bargaining Association the impact of the rising costs of health and welfare benefits;

AND WHEREAS it is in the parties' best interests to protect the long term sustainability of the benefits plans;

AND WHEREAS the HSPBA recognizes that the present system, if left unchanged, affects choices in other areas of compensation as the costs of benefits continue to rise;

NOW THEREFORE the parties agree to establish a Joint Benefits Review Committee within sixty (60) days of the ratification of the Collective Agreement which will include representation from each party. Each party will be limited to five (5) representatives.

The Committee will review the terms of the benefit plans as described in Article 46 of the Collective Agreement including:

- Extended Health Care
- Dental Plan, and
- Group Life Insurance and Accidental Death and Dismemberment.

The Committee will identify opportunities for making the benefit plans more cost effective, including but not limited to possible wellness strategies, and develop recommendations for implementing these opportunities. The Committee will also identify cost containment options to ensure the long-term sustainability of the benefit plans.

**Reports and Recommendations**

On December 31, 2013, a final report of the Joint Benefits Review Committee will be provided to the parties setting out the Committee's recommendations.

All of which is agreed this Monday, January 28, 2013.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**

**LETTER OF AGREEMENT**

This LETTER OF AGREEMENT made as of Thursday, January 31, 2013.

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BC  
(the "HEABC")

AND:

Health Science Professionals (HSP)

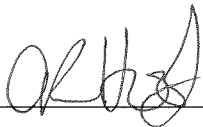
**RE: Professional Development Fund**

A \$225,000 Professional Development Fund (the "Fund") shall be established for use by HSPBA members during the period April 1, 2013 and March 31, 2014.


The administration of the Fund will be determined by HSPBA.

All of which is agreed this Thursday, January 31, 2013.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**EMPLOYER PROPOSAL**

Amend the collective agreement, by deleting the following Appendix:

Appendix 17 - Joint Benefits Review Committee

Delete Appendix 17 re Joint Benefits Review Committee

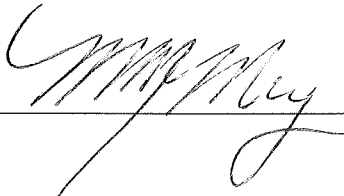
All of which is agreed this Friday, September 14, 2012.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**EMPLOYER PROPOSAL**

Amend the collective agreement, by changing the following Article:

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


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

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

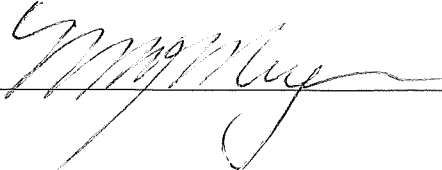
Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

All of which is agreed this Friday, September 14, 2012.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**EMPLOYER PROPOSAL**

Amend the collective agreement, by changing the following Article:

**Article 10.07 - Lay-Off**

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

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

- (i) Less than five (5) years service – twenty-eight (28) calendar days notice  
or  
regular pay for one hundred and forty-four (144) work hours.
- (ii) Minimum of five (5) but less than ten (10) years service – forty (40) calendar days notice  
or  
regular pay for two hundred and sixteen (216) work hours.
- (iii) More than ten (10) years service – sixty (60) calendar days notice  
or  
regular pay for two hundred and eighty-eight (288) work hours.

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

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

$$\frac{\text{hours paid per month* (excluding overtime)} \times (\text{work hours})^{**} \text{ in lieu of notice}}{156.6}$$

\* Includes leave without pay up to one hundred and forty-four (144) working hours. (Reference: Article 22.02.)

\*\* Entitlement as in (a) (i), (ii) or (iii).

Service with a previous Employer will not be included as service for the purpose of this Article. The period of notice must be for the time scheduled to be worked and must not include accrued vacation.

Where notice of layoff is given to an employee, a copy of the notice will be given to the chief steward and to the Union office.

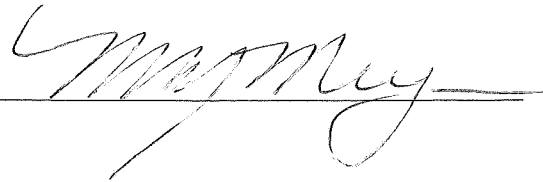


All of which is agreed this Friday, September 14, 2012.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**EMPLOYER PROPOSAL**

Amend the collective agreement, by changing the following Article:

**Article 15 - Leave - Compassionate**

**15.01** Compassionate leave of absence of twenty-one point six (21.6) 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 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 relative permanently residing in the employee's household or with whom the employee permanently resides.

**15.02** Up to fourteen point four (14.4) 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 leave of absence without pay if requested by the employee.

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

All of which is agreed this Friday, September 14, 2012.

**Signed on behalf of the HEABC:**



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**Signed on behalf of the Health  
Science Professionals (HSP)**



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## 2012 Collective Bargaining in the Health Sector

### Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement

Amend the collective agreement, by changing the following Article:

#### Article 19 - Leave - Sick

##### 19.01 Accumulation

Employees shall receive ten point eight (10.8) working hours (or portion thereof) sick leave credit for each month (or portion thereof) of service and such sick leave credits, if not utilized, shall be cumulative to a maximum of 1123.2 working hours.

The accumulated balance of an employee's sick leave credits shall not be reduced as a result of the September 30, 1993 reduction in the work week to thirty-six (36) hours per week.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), as of January 1, 1976, or in excess of 1123.2 hours (156 working days X 7.2 hours per day), as of the first pay period prior to September 30, 1993, shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

Regular part-time employees accumulate sick leave credits as above but according to the following formula:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 10.8 \text{ hours}}{156.6}$$

\* Includes leave of absence without pay up to one hundred and forty-four (144) hours (Reference: Article 22.02)

All of which is agreed this Friday, September 14, 2012.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**EMPLOYER PROPOSAL**

Amend the collective agreement, by changing the following Article:


**Article 19 - Leave - Sick**

**19.11 Specialist Appointments**

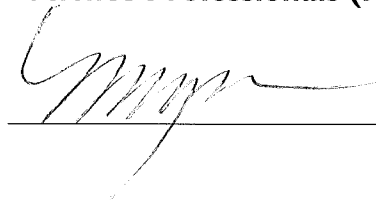
When an employee's Doctor refers the employee to a Specialist then any necessary travel time, to a maximum of twenty-one point six (21.6) work hours, for the employee to visit such Specialist shall be paid for and deducted from sick leave credits.

All of which is agreed this Friday, September 14, 2012.

**Signed on behalf of the HEABC:**

  
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**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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**2012 Collective Bargaining in the Health Sector**  
**Renewal of the 2010-2012 Health Science Professionals (HSP)**  
**Collective Agreement**

**Industry-Wide Miscellaneous Rates (General)**

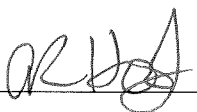
Restore the inadvertently deleted full provision for SPO, level 15+5%.

5) Where the number of Paramedical FTE who directly report to a Social Program Officer position exceeds eight (8) by fifty percent (50%) or more, an additional five percent (5%) will be paid above the Miscellaneous Rate Grid Level 15.

All of which is agreed this Friday, December 07, 2012.

**Signed on behalf of the HEABC:**

**Signed on behalf of the Health  
Science Professionals (HSP)**

  
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