

2010 Collective Bargaining in the Health Sector
Renewal of the 2006-2010 Health Science Professionals Collective Agreement

Add to the collective agreement as follows:

MEMORANDUM OF UNDERSTANDING #X – SENIORITY CONSOLIDATION AND MERGER OF CERTIFICATIONS

This agreement applies to all Health Authorities and Providence Health Care. All provisions of the Collective Agreement continue to apply except as herein modified. Each Health Authority/Providence Health Care will create and maintain one merged dovetailed seniority list covering all members of the HSPBA employed within the Health Authority/Providence Health Care.

The consolidation of seniority lists will be completed no later than December 24, 2011 and will be implemented the following pay period (the "implementation date").

Each Health Authority/Providence Health Care is deemed to be the Employer for the Collective Agreement.

The parties agree to facilitate the creation and administration of single seniority lists as follows:

A) Status

1. Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the date of implementation.
2. Regular and casual employees may register to work in more than one site as per the Collective Agreement.
3. Regular employees may hold multiple positions provided the employees' multiple positions do not exceed a total of 1.0 FTE (Subject to B8).
4. Employees who have regular status at one site and have casual status at a different site shall inform their Health Authority/Providence Health Care no later than ninety (90) days prior to the implementation date of which status they wish to maintain and, which they wish to relinquish.
5. The Health Authority/Providence Health Care reserves the right to create casual lists that cover two or more work sites. Casual employees and regular part-time employees

6. currently registered to work in multiple work sites as at the implementation date may continue to be registered on the revised list for the combined work sites.

B) Seniority and Benefits

1. Each Health Authority/Providence Health Care is deemed as the successor Employer to the previous Employers within each individual Health Authority/Providence Health Care.
2. All individual seniority lists for each Health Authority/Providence Health Care will be merged into one new HSPBA single seniority list covering all employees under the HSPBA Provincial Collective Agreement (the "Collective Agreement") for that Health Authority/Providence Health Care on the implementation date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all sites within the Health Authority/Providence Health Care. "Dovetailing" means placing employees on a list in descending order of seniority.
3. Employees who are registered in multiple seniority lists will receive the total seniority earned at all sites to maximum of 1.0 FTE per annum.
4. Regular full-time and part-time employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefit in accordance with the Collective Agreement.
5. Employees who have multiple benefit entitlement dates will retain their most favorable entitlement date on record. The application of this provision shall not result in a benefit entitlement that exceeds their most favorable entitlement on record.
6. Employees with multiple regular positions shall receive the aggregate total of sick leave and special leave banks not to exceed the maximum entitlement(s) in the Collective Agreement.
7. Employees with multiple regular positions will continue to accrue vacation credits based on total straight time hours in accordance with the Collective Agreement.
8. For three (3) years following the date of ratification, an employee may have multiple positions that total more than 1.0 FTE per annum. At least thirty (30) days prior to the end of three (3) years, the employee must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE per annum.
9. Paid hours for employees working at multiple sites will not be combined for overtime calculation purposes for three (3) years following the date of ratification.
10. Employees required to relinquish position(s) under Clause B(8) shall have the vacation associated with the relinquished position(s) either paid out or scheduled as paid vacation on a one time basis.
11. Employees who have multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan, with the exception of existing LTD claimants.

Existing LTD claimants will continue to be covered by the applicable LTD plan in effect as at the time of injury or illness. The application of this provision shall not result in an improved benefit entitlement.

12. Employees will receive payroll information used to create an adjusted seniority date and/or benefit entitlement. The HSPBA will be provided with this information 60 days prior to implementation.

C) Vacancy Posting

1. Each Health Authority/Providence Health Care will post vacancies at each work site within the Health Authority/Providence Health Care and all employees of that Health Authority/Providence Health Care shall be entitled to apply in accordance with Article 9.01. Multi-site positions shall specify the home work site that the position will cover. (See Memorandum Re: Article 9.01)
2. Employees are not eligible for relocation expenses where they post or access work across work sites.

D) Bumping (further details on modification to be proposed)

See Memorandum Re: Article 10.05.

E) Implementation

1. The Health Authority/Providence Health Care will provide a reasonable amount of Employer-paid union leave for stewards to facilitate the implementation of this Agreement.
2. HSPBA and HEABC (on behalf of the Health Authority/Providence Health Care) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated HSPBA Certifications.
3. Any dispute arising out of the interpretation or implementation of this Agreement shall be referred to arbitration.

F) Union Representation

1. Bargaining agent representation, as set out in Attachment C, will continue to apply following the implementation date.
2. Employees transferred/appointed/promoted to a position at a different work site will be represented by the bargaining agent certified to represent the work at that work site.

G) Collective Agreement

1. This Agreement shall not be used to interpret any aspect of the Collective Agreement.

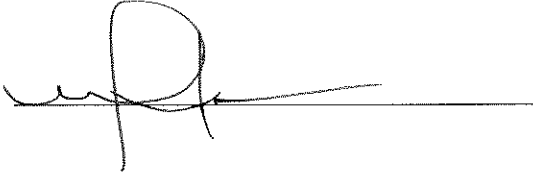
2. Any memorandum with the Health Authority/Providence Health Care and the HSPBA and/or its constituent unions covering items set out in this Agreement shall be modified and replaced by this Agreement unless otherwise agreed.

H) Consequential Amendments

1. Consequential amendments will be made to the Collective Agreement as necessary.

All of which is agreed this 22nd day of December, 2010.

Signed on behalf of the HEABC:

A handwritten signature in black ink, appearing to be a stylized 'P' followed by a horizontal line, positioned above a solid horizontal line.

Signed on behalf of the HSPBA:

A handwritten signature in black ink, appearing to be 'M. May', positioned above a solid horizontal line.