

# **THE HOSPITAL GUARDIAN**

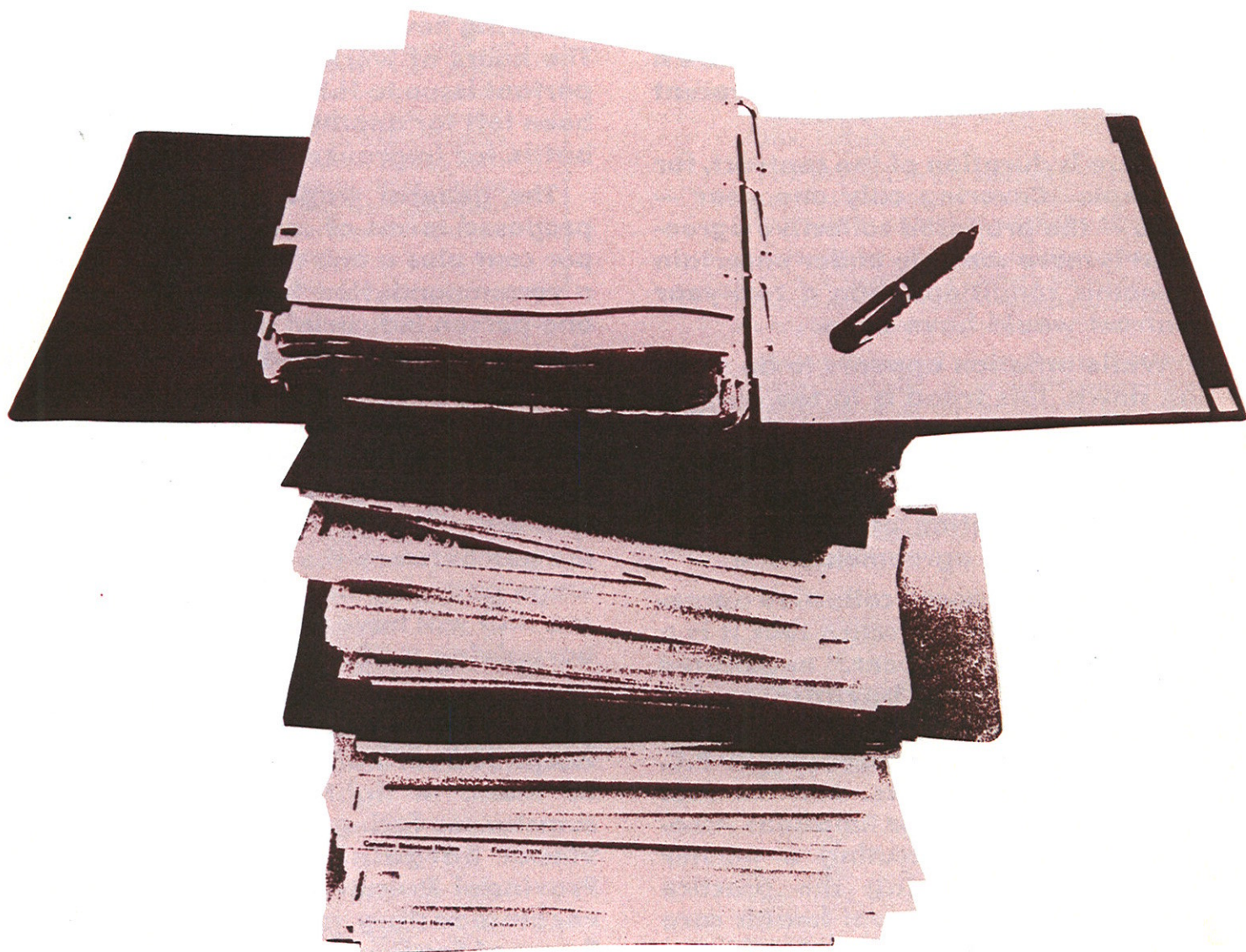
HOSPITAL EMPLOYEES' UNION, 180

Vol. XIII

VANCOUVER, B.C., APRIL, 1976



No. 3



***Proposed  
Settlement***

**1976  
Collective  
Agreement**



# PROPOSED TERMS OF SETTLEMENT OUTLINED IN SPECIAL GUARDIAN

The proposed terms of settlement for the new collective agreement are a departure from the pattern of recent years.

There is duration of the contract, for example. Covering only one year — 1976 — the proposed collective agreement is more sensible under uncertain economic conditions than a two-year contract would have been.

While inflation appears to be slowing down, this trend is in too early a stage for accurate conclusions to be drawn — at least, conclusions that would bind the membership for two years, the duration of the four previous collective agreements.

The 1976 proposed collective agreement is a first in the sense that it is a true "master agreement," negotiated between the Union bargaining for 16,103 members and an accredited bargaining agent representing 99 B.C. health care employers. For the first time, the Health Labor Relations Association will be executing a master agreement, replacing the practice whereby each individual health care institution signs a copy.

The Union, however, has not come out of this heavy and difficult round of collective bargaining with all the "firsts" it wanted even though a number of important breakthroughs and improvements have been made. Under the spectre of anti-inflation measures that deal with a heavy hand on wages and fringe benefits but simply shower political rhetoric on soaring prices, the Union was forced to negotiate in an atmosphere that was not conducive to

breaking new ground in all directions. The hours of work question — an important issue to H.E.U. Members — has been left for another day after a hard battle for improvement by the Union.

The general wage increase in the proposed terms of settlement is eight per cent plus a one-for-one C.O.L.A. — a recommendation by Bert Blair, the one-person Industrial Inquiry Commission appointed by the Minister of Labor to chair the latter stages of the bargaining between H.E.U. and HLRA.

The hourly increase initially demanded by the Union was substantially more and was aimed at shrinking the gap between the higher and lower wage patterns. But this is another issue that will have to be brought to the bargaining table this September.

But the many items covered on the pages of this special edition of The Hospital Guardian have a positive air to them. In light of all of the circumstances facing the Union, the Provincial Bargaining Committee and Provincial Executive of the Union are recommending acceptance of the Terms of Settlement negotiated by the Provincial Bargaining Committee and the recommendations made by the Blair Industrial Inquiry Commission.

Those covered in D. R. Blair's Industrial Inquiry Commission Report are dealt with first, followed by the new benefits and improvements won by the Provincial Bargaining Committee during lengthy, gruelling negotiations which totalled more than 50 bargaining sessions and frequently extended into evenings and weekends.



## GENERAL WAGE INCREASE

The general wage increase, recommended by Industrial Inquiry Commissioner Bert Blair, is eight per cent retroactive to Jan. 1, 1976.

The Union had gone for an hourly increase in its original demands.

In considering his decision for an eight per cent increase, Blair considered: the current pattern of wage settlements being approved by the federal Anti-Inflation Board; the pattern of wage settlements in British Columbia; historical relationships between H.E.U. members and hospital workers in other Unions; and the present general economic conditions, the current rate of inflation and the apparent state of the province's finances.

## DENTAL PLAN

### *Premiums paid by employer*

Upon ratification of the proposed terms of settlement, health care employers will start paying 100% of the premiums for a dental plan covering 80 per cent of the costs of basic dental work — and 50 per cent of the costs of extended dental work — for their employees. The deductible portion — 20 per cent or 50 per cent — is payable by the employee when dental work is done.

Employees will be able to get coverage for their spouses and children, provided they are not covered by another, comparable, prepaid dental plan.

## DURATION OF CONTRACT

### *One-year agreement proposed*

While H.E.U.'s collective agreements have been of two-year durations in recent years the proposed settlement this time is for a one-year agreement.

This was one of the items recommended by Bert Blair in his Industrial Inquiry Commission report.

At the bargaining table, the Union had pushed for a one-year contract and Blair ultimately agreed with this stand.

Because of the changeable economic climate, as well as conflicting views about the economic state of B.C., a one-year agreement would be fairer to the membership.

## SPECIAL LEAVE

### *Important new provisions*

This is a new section, which allows employees to earn time off with pay at the rate of half a day off for each four weeks worked, to a maximum of 25 days off.

After working for eight weeks, in other words, the worker would have earned one day off for special leave purposes.

Special leave would allow time for family affairs, including:

Five days off to get married . . . the wedding obviously doesn't take that long, but who wants to go back to work the day after?

A day off for proud new fathers to do whatever it is proud new fathers do when their children are born (improvements to maternity leave clauses are reported elsewhere).

Up to two days off at one time to cope with serious household or domestic emergencies such as illness in the employee's immediate family and when there's no one else at the employees' home who can provide the care the sick person needs.

The addition of one day's leave to the three-day period allowed for compassionate leave of absence.

Up to three days off for travel associated with compassionate leave (up to seven days off, with pay, to travel to and attend the funeral of a relative living in some other place, then return, when all allowable leaves are added together).

Union members will have a special leave bank to start with if the proposed agreement is ratified.

Employees with more than one year's service would get an automatic five day credit, those with more than five years' service, seven days, more than 10 years' service, 10 days, and employees with more than 15 years' service, 15 days credit.

## VACATIONS

### *Three-way split*

Under the proposed agreement employees may now split their vacations into three portions.

The seniority system, which already covered first and second vacation periods, will also apply to third vacation periods.



## VACATIONS

### *Five after 10*

The main improvement in the vacation package comes for those employees who have been on the payroll for more than just a handful of years.

Instead of having to wait 16 years for an improvement in the one month annual vacation allotment, employees who have at least 10 years service will now have five weeks off with pay annually — a total of 25 work days.

Also, a year has been shaved off the waiting period for a further week off. Thirty days vacation will now be allotted to employees with 23 years' service (formerly 24 years) under the terms of the proposed agreement.

For employees with one year's service but less than 10, the vacation package remains the same: 20 work days.

## SICK LEAVE

### *Improved provisions*

No one who is seriously ill should have to worry about whether her/his job is still going to be there when it's all over.

Accordingly, the Union has fought for — and won — ever-better sick leave benefits for its members over the years.

The proposed agreement calls for significantly improved sick leave provisions, allowing workers to accumulate up to 156 work days and after paid sick leave ends, to be carried on the payroll — under the heading of unpaid leave of absence — for one month, plus another month for each three-years' service (or portion of three years' service) after the first year.

That means an employee with 10 years' service, for example, could qualify for about seven months' (156 days) paid sick leave, plus another four months' unpaid leave.

If that's not enough time, the employee can ask for even more unpaid leave, which the hospital "shall grant . . . provided that the request is reasonable."

There are two small provisions to the extension of the unpaid leave period:

The hospital can ask for proof of illness from the doctor (and an estimate of how long the illness is likely to continue).

## COMPASSIONATE LEAVE

### *'Family' bigger now*

Improved language in this section of the proposed master agreement enlarges the definition of "immediate family."

Basically, the new language makes step-parents or foster parents "parents", step-children "children" and includes wards and relatives permanently residing in the worker's household, or with whom the worker permanently resides, as part of her/his family.

For example, the death of an aunt who has lived with an employee since her husband died some years ago will be sufficient cause for the granting of compassionate leave of absence, with pay.

The agreement already provides for three-day leaves for compassionate reasons, upon the death of the worker's parents, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, or legal guardian.

In addition, employees on paid leave such as sick leave and annual vacation will have such leave reinstated if the employee qualifies for a compassionate leave of absence.

(Extensions to periods of compassionate leave of absence are also provided under new proposals for special leave.)

## TRAINING PROGRAM

### *Apprenticeship reaffirmed*

The establishment of the controversial training program for practical nurses and orderlies has been reaffirmed in the new proposed collective agreement with an implementation date being set for Dec. 31, 1976.

Added to the list of responsibilities of the hospital/Union Joint Advisory Committee are the method of funding, required funding and appropriate training institutions.

Reference is made to the Hall Inquiry Commission which is currently studying the training of practical nurses and orderlies.

The Joint Committee will consider the Report of Dr. Noel Hall. Subject to provincial legislation, the parties will implement the training program in accordance with the apprenticeship course outline developed over the past years and understanding reached during the 1974-'75 collective agreement.



## PAY DAYS

### New provisions set out

The proposed collective agreement has the following new pay day provisions:

Employees shall be paid by cheque every second Friday subject to the following provisions:

1. The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
2. When a day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
3. Employees on evening shift shall receive their pay cheques on the day immediately prior to pay day.
4. Employees on night shift shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
5. Employees whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day provided the cheque is available at her/his place of work.
6. The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation.

## EDUCATIONAL LEAVE

### Skill upgrading provisions

Employees whose employers ask them to take educational courses or exams aren't going to have to worry who's going to pay the bills while they're off being students.

A new section in the leave of absence article provides not only that the hospital has to continue full salary — and allow the employee to continue accruing seniority and benefits in exactly the same manner as though there was no job interruption — but also the costs of the course/examination, and any reasonable expenses incurred in taking either or both, will be charged to the hospital when it wants to send its employees back to the books.

The same new section allows employees who want to upgrade their skills to apply for unpaid leave of absence after three years' continuous service. The only real requirement for getting it is giving the advance notice in writing and the availability of relief.

## COLA CLAUSE

The Cost of Living Adjustment (COLA) in the proposed collective agreement has been changed from the formula that has been in use in the previous contract.

Under the new COLA clause, proposed by Bert Blair in his report, wages would be adjusted on a "one-for-one" basis. That is, for every one per cent increase in the Vancouver Consumer Price Index wages will be increased by one per cent. The formula will be applied for partial percentage point rises as well.

There is no two per cent "hurdle" as in the previous collective agreement.

The new COLA clause allows for two three-month reference periods during the life of the agreement, with wages to be adjusted on June 1 and Sept. 1 of this year.

The Consumer Price Index for Vancouver has risen approximately 1.5 per cent in January and February.

## CASH FOR SICK LEAVE

### Unused days converted

More money upon retirement!

In addition to the severance allowance paid at the end of a worker's last day on the job, provisions of the proposed agreement call for a lump-sum cash payment equal to 40 per cent of his/her unused sick leave credits (maximum benefit in 1976 — 55.2 days).

A person with 100 days' unused sick leave on the books upon retirement, for example, would get 40 days' pay plus one week's pay for every two years' service.

How much those 40 days would be worth, of course, would depend on how much the employee was getting paid a day when retirement time rolled around.

## THE HOSPITAL GUARDIAN

Published by

Provincial Executive, Hospital Employees' Union, Local 180

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## WAGE SCHEDULES

### *Increment steps outlined*

The proposed agreement clearly spells out, for the first time, exactly how an employee will move up the increment ladder.

Regular full-time and regular part-time workers would move to the increment step indicated by the calendar length of their service.

Casual employees would move to the step indicated by their accumulated hours of service.

## PROBATIONARY EMPLOYEES

### *New law recognized*

In keeping with changes in provincial labor law probationary employees are acknowledged the right to utilize the grievance procedure if terminated during the three-month probationary period.

Such employee will be reinstated if it is shown on behalf of the employee that the termination was not for a just and reasonable cause.

## SCHEDULING

### *Overtime rates compensate*

Work Schedule Shuffle getting you down?

Compensation, if not outright protection, will be provided under the proposed agreement.

If the hospital changes the shift schedule without seven calendar days' notice to its workers — and that shuffle means someone ends up working on what should have been her/his days off under the old schedule — overtime rates would have to be paid those workers who end up toiling on days off they had planned to take the family camping.

That isn't all: if the hours of work on work days get shuffled, the employees affected would get overtime rates for the first full shift worked.

## NEW CALCULATION

Although it doesn't make a huge difference, the recommendation by Bert Blair that the hourly rate be calculated in the manner set out by the revised Minimum Wage Order (on the basis of 1,950 hours of work per year rather than 1,957 hours) means H.E.U. members work one day less a year for the same annual salary (amounting to at least an additional two cents an hour).

## UNION SHOP

### *New sign-up provision*

The language now covering the signing up of new members in H.E.U. certified hospitals provides that newly hired employees shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

## PRINTING OF AGREEMENT

### *Cost sharing now 50-50*

As usual, members aren't going to have to take anyone else's word for what is and is not in their collective agreement.

Upon ratification, as always, copies of the contract will be printed and distributed to each member (a process, incidentally, which requires patience on the part of the members, because printing anything as lengthy and complex as HEU's contract takes time).

What is new in the proposed settlement this time around is how much of the total printing bill is going to be paid by hospitals.

It cost \$24,000 to print the last collective agreement; of that total, the Union paid \$18,000 and the hospitals paid \$6,000.

It will cost even more to print the new agreement (HEU has more members — and printing costs, like everything else, are climbing).

But provisions of the proposed contract call for the Union and the hospitals to split the cost of printing the 1976 contract on an equal 50-50 basis.



## MATERNITY LEAVE

### *Duration increased*

Leave of absence without pay for maternity reasons is increased from 15 to 17 weeks.

Also, the duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

## JOB POSTINGS

### *Equal opportunities*

The language covering job postings and applications has been tidied up and now clearly specifies that any job vacancy of one month or more must be posted.

Even though job vacancies of less than one month in duration do not have to be posted, qualified employees who have indicated they wish to work in such vacancies will be given an equal opportunity.

Added to the information which must appear on job postings are hours of work, including days off; required qualifications; work area and commencement date.

Language governing temporary appointments has also been improved.

## THEY'RE STILL IN . . .

Some of the things that *weren't* changed in this proposed collective agreement are as important as what was — that infamous list of demands proposed by HLRA last fall which would have cost H.E.U. members important benefits, for example.

The employer had called for the elimination of superstats; Addendum II of the previous agreement (anti-discrimination payments); Addendum IV (pay rate adjustments); apprenticeship training; and Kootenay hospitals' inclusive meal period.

None of those benefits was removed in this proposed agreement.

## ARBITRATION

### *Time limit set out*

The agonizing wait that is sometimes experienced while arbitration boards render their decision is put under some control under the proposed agreement.

Under Article V, Section 4 an arbitration board has 20 days to hand down a decision unless the time limit is extended by mutual agreement between the parties.

## CASUAL EMPLOYEES

### *New benefits established*

With some exceptions, such as certain seniority provisions, leaves of absence, choice of vacation periods and employer's notice of termination, casual employees are now entitled to most benefits of the collective agreement. They will also accumulate seniority proportionate to hours worked.

The new contract language covering casuals also defines such employees as those who work less than 15 hours each week or less than 180 hours in any 12 calendar week period.

Another new provision: "If a casual employee is laid off, seniority and perquisites accumulated up to the time of lay-off shall be retained by the casual employee for a period of one year and the casual employee shall be rehired on the basis of Article VI, Section 2 if a vacancy occurs during the one-year period."

## PAY RATE ADJUSTMENTS

### *Interim mechanism set*

An interim mechanism for pay rate adjustments, pending implementation of the Job Evaluation Program, is included in the proposed agreement.

In the event there is a material change in job duties or required qualifications since a pay rate was initially agreed to or an anomaly arises because of other changes the Union will advise the employer of a pay rate adjustment request no later than Sept. 15. Adjustments agreed to by the employer and the Union are effective from the date the Union advised the employer.

Pay rate adjustment requests that are not resolved by the Union and the employer will be referred to a Pay Rate Adjustment Committee with the power to make binding decisions. Decisions of this committee are effective either July 1 or Sept. 15 this year, depending on when the material change or anomaly occurred and notice was given.



# *And there are other improvements*

Other improvements in the proposed terms of settlement include:

## **JOB EVALUATION**

Joint Committee on Job Evaluation to be established, to make any necessary refinements to the Job Evaluation Program proposed by the government-appointed administrative committee and to implement the program at the earliest date practicable. Majority decisions of the committee to be made final and binding upon the parties.

## **SPECIAL ADJUSTMENTS**

Paramedical and professional employees and operating engineers to receive parity with their counterparts represented by other trade unions before general wage increase applied.

Trades people to receive 20 cents per hour in addition to general wage increase.

## **PARKING**

Status quo as of March 2, 1976, to remain until Jan. 1, 1977 at which time changes may be effective if employer has incurred additional costs and given at least three months notice.

## **UNIFORMS**

Joint committee to be established to regulate uniforms. Clothing maintenance allowance of \$3 per week to be paid to employees involved in patient care who are required to wear street clothes.

## **OVERTIME**

Daily overtime: 1½ times for overtime worked in excess of 7½ hours and two times for overtime worked in excess of 10½ hours.

Weekly overtime: 1½ times for overtime worked in excess of 37½ hours and double time for overtime in excess of 48 hours.

Also, 3.75 times for overtime worked on a superstat.

Compensating time off in lieu of overtime pay at employee's option to be taken at a mutually agreeable time but no later than 12 weeks following the occurrence of the overtime.

## **ON-CALL DIFFERENTIAL**

Increased to 60 cents per hour with a minimum requirement of four hours on call.

## **MILEAGE ALLOWANCE**

Increased to 20 cents per mile.

## **INJURY-ON-DUTY LEAVE**

Injury-on-duty leave with pay to be granted employees on claim from Workers' Compensation Board with no deduction from sick leave credits.

## **RELIEVING IN SUPERVISORY POSITIONS**

Ten per cent with a minimum guarantee of \$100 per month proportionate to time worked.

## **ADDITIONAL INFORMATION**

Employer to provide Union with a list of new hires and terminations as well as list specifying employee status of all employees in the bargaining unit.

## **UNION BUSINESS**

Time off without loss of pay for shop stewards to discuss grievances with employee or to represent employee's interest; time off without loss of pay for witnesses called by arbitration board or Union; time off without loss of pay for employees representing Union before an arbitration board.

## **DISCIPLINARY FORMS**

Disciplinary forms not to be introduced into a grievance hearing if (1) employee not aware of such form or (2) two years have elapsed without repetition of misdemeanor.

## **GRIEVANCE PROCEDURE ON DISMISSALS**

Grievance procedure in cases of dismissal for alleged cause clarified.

## **TEMPORARY POSITIONS OR TRANSFERS**

Right of employee granted a temporary promotion or transfer to return to her/his former job when temporary job terminated without loss of seniority or benefits.

## **UNPAID LEAVE — UNION BUSINESS**

Provisions improved including strengthening of the language pertaining to long term leaves.

## **EMPLOYEE'S NOTICE**

Two per cent penalty — i.e., two per cent reduction of vacations earned, where less than 14 days notice given, only if employee cannot show reasonable cause for the short notice.

## **SEVERANCE ALLOWANCE**

Provisions clarified consistent with the language agreed to by the parties under the auspices of special officer D. R. Blair.