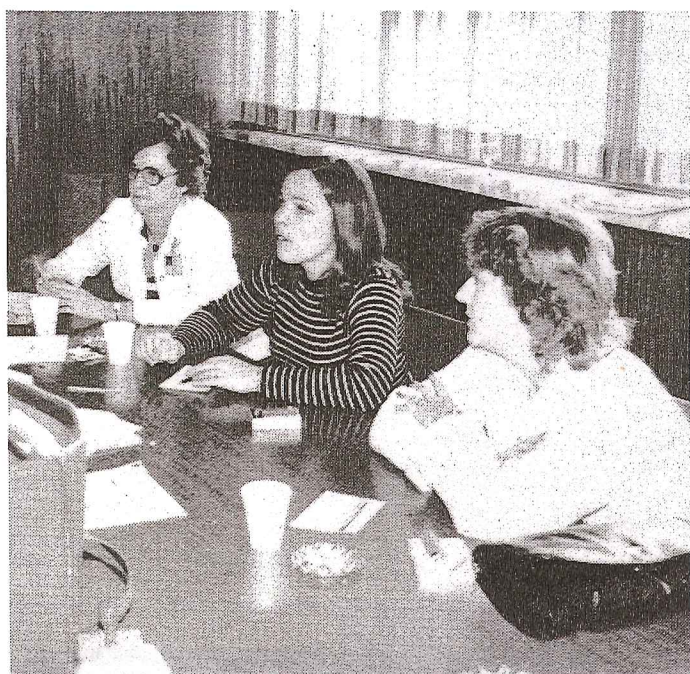




Before provincial mediator

Contract Negotiations Continuing in January



Royal Columbian Unit members (from left) Iris Dino, Marilyn Donoghue and Sue Guss attended an inquiry of the Peck Arbitration Board December 17th.

LRB To Hear HEU Complaint

The Labour Relations Board has scheduled January 12 and 13 as the dates of a hearing in respect to an unfair labour practice complaint made by HEU against the Health Labour Relations Association.

"We welcome the early dates called by the LRB. HEU needs the hearing in order to determine the whole truth. HLRA has said one thing to our bargaining committee in its December 1 offer and has said something quite different to our members in their 'Employee Information Bulletin,'" said HEU Secretary-Business Manager Jack Gerow.

HEU filed the complaint in late December after HLRA had issued an 'Employee Information Bulletin' to HEU members that purported to give the HEU members the details of HLRA's contract offer presented to HEU's bargaining committee December 1.

HEU has accused health care employers of adopting "Ronald Reagan-type labor relations practices."

The employers' bulletin given to many hospital workers is "at least scurrilous and may very well be unlawful," said Gerow.

He said the HLRA bulletin misrepresents its wage offer of 80 cents an hour in the first year and \$1.15 for the final 15 months of a 27-month contract, an offer which has been rejected by HEU.

The contentious HLRA bulletin says the employers' \$150 million offer would increase by 28.3 per cent the annual income of two categories — housekeeping and dietary aides.

But, said Gerow, besides failing to mention the extra three

months of the proposed contract, the bulletin bases 1981 earnings on rates in force before an eight-per-cent increase Aug. 1, 1981. That, he said, depresses the 1981 earnings to make the percentage increase bigger.

Gerow said the HLRA offer actually would provide a first-year increase of 9.2 per cent on the current housekeeping and dietary aides' rate of \$8.61 an hour, and would give them an increase of 12.2 per cent for the final 15 months.

"That does not come out of 28.3 per cent," he said.

He said the bulletin also contains misleading information on HLRA's offer regarding employee benefits and contract language.

"If it isn't naive, if it isn't amateurish, then quite clearly it's an import from the southern U.S. where they have 'right-to-work,' and union-baiting and busting." He said HLRA was trying to divide the membership from its negotiating committee.

Gerow also accused HLRA of stalling on deliberations to designate essential services and employees that must be maintained in the event of a strike.

"This inaction, coupled with the bulletin, indicates HLRA wants a strike to prompt the provincial legislature to get involved in the dispute and force the parties into arbitration."

"HEU does not want arbitration under the Essential Services Disputes Act because the legislation perpetuates discrimination against women by failing to address the question of equal pay for work of equal value."

Negotiation dates have been set for January 14, 15, 18, 19 and 20 by provincial mediator Fred Long.

"HEU has called for collective bargaining to resume immediately after the Labour Relations Board hearing January 12 and 13 that is to deal with HEU's unfair labour practice complaint against HLRA," said HEU Secretary-Business Manager Jack Gerow. (See story this page.)

"At that time our bargaining committee will be armed with evidence given by HLRA under oath at the LRB in terms of what HLRA is really demanding especially with respect to HLRA's rollbacks such as sick leave," said Gerow.

Contract negotiations between HEU and HLRA broke down the week of December 21 although the provincial mediator had not been asked to report out of the Master Agreement negotiations at Guardian press time.

HEU has made it clear it does not intend to serve 72-hour strike notice or ask mediator Long to report out of the negotiations at this time.

Negotiations broke down primarily because of HLRA's demands to drastically alter the agreement's sick leave plan as well as other benefits.

HEU's bargaining committee has stated it would not return to the bargaining table until HLRA fully explains before the Labour Relations Board its rollback on sick leave. The committee also stated that HLRA has refused to discuss the conflict between the December 1st offer and the "Employee Information Bulletin."

The contract contains a provision for banking sick leave at a rate of one and a half days per month to a maximum of 156 days. On retirement an HEU member could receive a cash payout of 40 per cent of those unused sick leave days.

The HLRA demand would call for a short-term sick leave plan which would completely do away with accumulation and cash payouts.

As well, HLRA would like the right to terminate workers while they are getting workers' compensation.

In addition, HLRA wants to reduce the amount paid to

workers injured while in the service of the employer from 100 per cent of wages to a maximum of 85 per cent.

The proposed plan would provide six days a year of fully-paid sick leave, down from the current 18 days. After six days, the employee would get 75% of wages to a maximum of \$215 a week.

HLRA has not budged from its last offer of an 80¢ per hour wage increase in the first year of a 27-month contract and \$1.15 per hour in the final 15 months.

Among HEU's demands is a \$3 per hour wage increase in one year, a cost-of-living clause and equal pay for work of equal value.

HEU has termed the HLRA tactic of recruiting volunteers and high school students to work in place of HEU members during a strike "scabbing."

Gerow said the use of volunteers and students would be "strikebreaking."

"This HLRA tactic of frightening residents and their families in the event of a strike is unconscionable. The hospitals are clearly using the patients and

residents in all the health care facilities as pawns in their contract negotiations," said Gerow.

"HLRA is the one who wants a strike if we are to believe these reports we are receiving about the recruiting of high school students to be scabs."

Convention, Conference Dates

HEU's Thirteenth Biennial Convention is scheduled for September 27-30 in Richmond.

The Ninth Provincial Wage Policy Conference is scheduled to follow the convention on October 1 and 2, also in Richmond.

At this time, it is anticipated that there will be at least 400 delegates to the convention and approximately 200 HEU member delegates to the wage policy conference.

Further information about the convention and the wage policy conference will be printed in upcoming issues of The Guardian.

Interim Award On Classification

An interim award is expected to be handed down in January by the Peck Arbitration Board with respect to the classification of clerical employees.

In an interview with The Guardian just prior to press time in early January, Board Chairman Ed Peck said that "January was the target date" that was set by the Board to hand down the interim award.

An interim award would provide for some classifications to be set prior to the final award

that will be arrived by the arbitration board.

Details of the interim award will be explained to HEU members by HEU servicing representatives at unit meetings that will commence across the province in early February.

HEU had recommended in November that an interim award be handed down in order to speed up the classification process.

Negotiations in non-clerical classification continued in December and January.



Chilliwack Unit's newest shop steward Carol Lund took her turn on Santa's (Unit Chairperson Bill MacDonald) knee during the Unit's annual Christmas party for children that was held December 5. Carol was overheard to ask Santa that the members wanted "a good contract."

Unit photo

"In humble dedication to all those who toil to live"

The Hospital Guardian

Official Magazine of the
HOSPITAL EMPLOYEES' UNION LOCAL 180

Editor: Nuccio Spitale

The Hospital Guardian is published by the Provincial Executive of the Hospital Employees' Union, Local 180, under the direction of an Editorial Committee whose members are:

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Editorial Page



A Mouthful Of Double-talk

The breakdown in contract negotiations between HEU and HLRA can be unmistakably traced to scurrilous and perhaps even unlawful tactics by the hospitals' bargaining agent.

HLRA presented a so-called "Employee Information Bulletin" to HEU members last month that was supposed to tell the whole truth about contract negotiations but was in reality little more than HLRA double-talk. Wittingly or otherwise, the whole truth wasn't told about HLRA's demands and HEU subsequently filed an unfair labour practices complaint before the Labour Relations Board.

And when HLRA President Peter McAllister justified the bulletin by saying it was "the first time the employees have had exposure to our offer," he was not telling it like it was.

HEU members had "exposure" to HLRA's demands through issues of The Guardian and the membership displayed little doubt as to where they stood as far as HLRA's demands were concerned — over 83 per cent of the membership throughout the province voted in favour of taking strike action based on what HLRA had put on the bargaining table.

There is no mention in the bulletin of HLRA's last position on wages, which was 80¢ per hour for 1982 and \$1.15 for the 15-month period following that. HEU members obviously had no trouble understanding that offer.

The HLRA bulletin was supposed to be providing information but the membership certainly were not fooled by what the bulletin was really intended to do — divide HEU members from the HEU bargaining committee.

McAllister has been informing the media that acute care facilities can discharge patients and reduce services. As well HLRA has been actively seeking volunteers to assist with patient care. These scare tactics have the effect of frightening not only the patients of these facilities but their families as well. In other words, HLRA has stooped to use patients as pawns in their sense of good faith collective bargaining.

HEU has repeatedly asked HLRA to discuss the glaring conflict between their December 1st offer and their "Employee Information Bulletin" but to date they have consistently refused to talk about it.

HEU is now proceeding to the LRB with its unfair labour practice complaint charging HLRA with bad faith collective bargaining. The Union has stated it will not serve 72-hour strike notice or ask mediator Fred Long to report out of the dispute until the complaint is dealt with and until mediation has broken down.



Louis Brier Unit Secretary-Treasurer Evangelina David (left) and Unit Conductor Benedicta Domingo (centre) presented HEU servicing representative Lynne Taylor (right) with two Christmas cakes in December. The cakes were given to Lynn and the HEU staff on behalf of the HEU members at the Louis Brier Hospital in Vancouver.



Shaughnessy Unit Chairperson Jim Wall acted as Master of Ceremonies for the children of Unit members at the Unit's annual Christmas party for children December 13. The children were entertained with cartoons and stories prior to the arrival of Santa Claus (Unit member Jim Atkinson).



Royal Jubilee Unit members from left, Phyllis Shiplack (Secretary-Treasurer), Cheryl Redden and Colin Chalmers (Chairperson) were among the 350 persons who enjoyed themselves at the Unit's annual dinner-dance held recently in Victoria.

Unit photo



New Vista Unit members surprised Olga Hackinen, a resident at the Burnaby health care facility, with a present on the occasion of her 100th birthday December 10th. Unit Trustee Eva Wollenburg said Olga was "thrilled" when the Unit members gave her the gift.

Served HEU for 20 years

Alex Paterson Passes Away

At Guardian press time HEU learned of the passing away of former HEU President and Financial Secretary Alex Paterson. He died January 4 in Maple Ridge at the age of 82.

Brother Paterson was one of the first organizers of the Hospital Employees Union and served as President from 1944 to 1949 before taking on the Financial Secretary's job. He

served in the Financial Secretary's position until 1964.

"Along with W. M. Black, who passed away last year, Alex Paterson will be remembered as one of the founders of the Hospital Employees' Union. His long hours and indefatigable spirit helped to build the Union that now serves 25,000 health care workers throughout B.C.," said HEU Secretary-Business Manager Jack Gerow.

"All HEU members are indebted to Brother Paterson for the dedication and perseverance which he showed in organizing and serving hospital workers from as far back as 1936. His work will always be remembered with pride by everyone who has ever been associated with him," said Gerow.

Born in Scotland, Brother Paterson lived in Vancouver from 1929 until 1981, when he moved to Maple Ridge. He is survived by his wife Gladys, two children, three grandchildren, a sister in Vancouver and a brother in Scotland.

A more comprehensive report on Brother Paterson will be printed in the February Guardian.

HEU To Meet Reid In Victoria

HEU will be meeting with J. D. Reid, Commissioner of the Municipal Superannuation Branch, in Victoria January 20.

HEU's Pension Committee will be questioning the commissioner about how HEU members working at long-term care facilities can begin contributing to the plan. Many Union members at these facilities are presently not contributing to the municipal pension plan.

HEU will request that the Commissioner of Pensions respond as to what is necessary in order that all members of HEU can be brought into the

scope of the Pension (Municipal) Plan.

HEU members are given credit for previous service, and employees who have now achieved 35 years of service will continue to contribute to the pension plan. This is beneficial to these HEU members because it will increase their total pension on retirement.

HEU also is seeking to find out the reasons why hospital workers are only required to have ten years of service in order to receive a pension and all others, unless otherwise negotiated, must have a minimum of fifteen years service.

Royal Jubilee Dinner

Royal Jubilee Unit held its annual dinner-dance November 28 at the Garth Homer Centre in Victoria.

"The hall was filled with 350 happy people from every area of the hospital," said Unit spokesperson Bev Watson.

"A marvelous buffet was served and following that a three-piece band played music that had everyone dancing the night away," said Watson.

"Special thanks to Cheryl Redden, the Royal Jubilee Unit social convener who on behalf of the membership for a job well done was presented with a beautiful orchid corsage," added Watson.

Bev also told The Guardian that many thanks were given to those Unit members that helped Cheryl plan the whole affair.

Maple Ridge Hospital Misinformation

The type of misinformation distributed by the Maple Ridge Hospital Association in December should be evidence to HLRA why HEU members have voted 83 per cent in favour of taking strike action.

The Fraser Valley Hospital Association posted information bulletins December 3 and 11 in the hospital supposedly outlining details of the HLRA package.

The bulletins did not have all the information and what information they did post did not accurately present HLRA's contract proposals.

In the December 3rd bulletin, it stated: "\$1.15 per hour increase effective January 1, 1983." However it did **NOT** state that the wage increase would be effective for a 15-month period.

And in the December 11th bulletin, it stated: "... we are prepared to meet days, evenings, nights and weekends to resolve outstanding classifications" and "HLRA is committed to resolving these classifications." The fact is HLRA is blocking the negotiating process by refusing to agree that the '82 classification should be completed prior to settlement of the '82 agreement. HLRA has cancelled dates that would have aided in speeding up outstanding classifications.

New Vista Surprise For Olga

New Vista Unit members presented a surprise birthday gift December 10 to a special resident, Olga Hackinen, on her 100th birthday.

"Olga is a lovely woman and we love her very much. She's everybody's grandma here," said Unit Trustee Eva Wollenburg.

"The membership decided at the December Unit meeting that we would set aside some money for Olga and buy her something she really wanted and needed," said Wollenburg.

The Unit chose an electric fan. "Her old one was breaking down all the time and we knew she would like it," Eva told The Guardian.

Olga was thrilled when the Unit members gave her the surprise gift.

Olga also received a call from Buckingham Palace December 10 and that gave her another thrill.

"She was really excited about that. She was talking about the call all day."

The New Vista Care Home is a health care facility in Burnaby.

Chilliwack Christmas Party

The Chilliwack Unit held its annual children's Christmas party December 5 and according to Unit Secretary-Treasurer Carole Schulties it was a lot of fun for everybody.

"A few games were played, a movie entitled 'Charlie Coyote Goes To Hollywood' was shown and of course Santa Claus (alias Unit Chairperson Bill MacDonald) made a visit," Schulties told The Guardian.

"Santa gave each of the kids a bag of candy and donuts, sandwiches and refreshments were served for everyone," said Schulties.

Heinrich Reverses Bennett

A B.C. cabinet member has reversed the government's position on equal pay for work of equal value, a position made public by Premier Bill Bennett in November.

In November Bennett said that equal pay for work of equal value should "become a cornerstone" of Social Credit policy.

He then urged Social Credit members to "take a stronger stand" in the fight for equal pay for work of equal value.

However in December Labour Minister Jack Heinrich said that "despite earlier confusion" the government would only support equal pay for equal work. The concept of equal pay for equal work i.e., paying a woman the same wages as a man for performing the very same job, is already entrenched in the B.C. Human Rights Code.

"And that's as far as we're willing to go," said Heinrich.

Food Supervisors Write HEU

The B.C. Food Service Supervisors Association, of which approximately 80 per cent are HEU members, have written a letter to HEU regarding their status under job classification.

The association, which includes about 120 HEU members, said in the letter that they are not mentioned in the present contract wage schedules.

HEU Secretary-Business Manager Jack Gerow, who replied by letter to the association's spokesperson Linda Milton, informed that the wage rate for Food Service Supervisors is not yet "standard" but will be made so under the Classification System.

"It is clear, of course, that once the wage rate for Food Service Supervisors is 'standardized', it will appear in the (HEU Master Agreement) 'handbook'," said Gerow.

The Facts About HLRA's "Offer" of December 1/81

1. HLRA has ignored 2 out of 3 of HEU's basic demands and insulted HEU members with its response to the third:

HEU Basic Demands

Equal pay for work of equal value

Patient security clause

\$3 per hour increase in 1 year contract

HLRA Response in "Employee Information Bulletin"

NOTHING — in other words, HLRA plans to continue wage discrimination against women

NOTHING

80¢ per hour increase in first year; \$1.15 in the next fifteen months
2. HLRA has "offered" to eliminate or reduce some hard won and long-standing HEU benefits and rights. These include:

- 1½ days sick leave per month (HLRA wants to trade this for a complex — and cheaper — short term illness and injury plan).
 - Cash out of unused sick leave credits (HLRA wants to eliminate this benefit).
 - Full pay when injured at work (HLRA wants maximum of 85% pay).
 - Job security for employees injured on the job (HLRA wants the right to fire injured workers for cause).
 - Benefits and seniority for casuals (HLRA wants casuals to lose some benefits and seniority).
 - Bumping rights (HLRA wants you to have only three days to decide to bump).
 - Posting for all jobs lasting over 30 days (HLRA wants to post only jobs lasting over 60 days).
 - Workable grievance procedures (HLRA wants to reduce the types of disputes that can be grieved and impose a 7 day time limit on the Union — but no penalty for stalling on the employer's part).
 - Secure medical coverage with the B.C. Medical Plan (HLRA wants to choose its own plan).
 - The sole option to choose arbitration (HLRA wants to be able to choose arbitration rather than collective bargaining).
3. HLRA's "Employee Information Bulletin" is full of distortions and crucial omissions. We call it the "Employee Deception Bulletin."

HLRA PROPOSAL	HLRA "EMPLOYEE INFORMATION BULLETIN"	HEU COMMENTS																																																																				
(a) Wage Increase — \$.80 per hour effective January 1, 1982; \$1.15 per hour effective January 1, 1983.	<p>HLRA PRESENTS AN INITIAL OFFER TO HEU AVERAGING 27%</p> <p>HLRA presented a Package Proposal to HEU on December 1, 1981. The Proposal includes a substantial wage offer.</p> <table><tr><th colspan="4">WHAT DOES THIS WAGE OFFER PROVIDE?</th></tr><tr><th colspan="4">Yearly Earnings</th></tr><tr><th></th><th>Housekeeping Aide</th><th>Dietary Aide</th><th>Cleaner</th></tr><tr><td>1981 Actual</td><td>\$16,056</td><td>\$17,220</td><td>\$17,493</td></tr><tr><td>1982 Proposed</td><td>\$18,354</td><td>\$19,566</td><td>\$19,902</td></tr><tr><td>1983 Proposed</td><td>\$20,604</td><td>\$21,816</td><td>\$22,231</td></tr><tr><td>Increase in Yearly Earnings 1981-1983</td><td>28.3%</td><td>26.7%</td><td>27.1%</td></tr></table> <p>Increases for all HEU employees 1981-1983 — \$150 Million</p>	WHAT DOES THIS WAGE OFFER PROVIDE?				Yearly Earnings					Housekeeping Aide	Dietary Aide	Cleaner	1981 Actual	\$16,056	\$17,220	\$17,493	1982 Proposed	\$18,354	\$19,566	\$19,902	1983 Proposed	\$20,604	\$21,816	\$22,231	Increase in Yearly Earnings 1981-1983	28.3%	26.7%	27.1%	<p>When HEU made calculations based on HLRA's offer of 80¢ in 1982 and \$1.15 in 1983, this is the table we came up with:</p> <table><tr><th>Date new rate starts</th><th>Period covered</th><th>Dietary house-keeping aide</th><th>% change</th><th>Cleaner</th><th>% change</th><th>Air cond. mechanic</th><th>% change</th></tr><tr><td>Aug. 1/81</td><td>5 mos.</td><td>\$1399</td><td></td><td>\$1500</td><td></td><td>\$2397.75</td><td></td></tr><tr><td>Jan. 1/82</td><td>12 mos.</td><td>1529</td><td>9.2</td><td>1630</td><td>8.6</td><td>2527.75</td><td>5.4</td></tr><tr><td>Jan. 1/83</td><td>15 mos.</td><td>1716</td><td>12.2</td><td>1817</td><td>11.4</td><td>2714.75</td><td>6</td></tr><tr><td></td><td></td><td></td><td>22.6*</td><td></td><td>21.1*</td><td></td><td>11.6*</td></tr></table> <p>Our calculations put this figure at about \$110 Million.</p> <p>HEU's figures are different than HLRA's because:</p> <p>(1) HLRA's 1981 income includes the lower pre-August rate.</p> <p>(2) HLRA hides the fact that its proposal includes 3 months of 1984.</p> <p>(3) HLRA picked lower paid jobs for comparison because it makes their wage offer seem higher.</p>	Date new rate starts	Period covered	Dietary house-keeping aide	% change	Cleaner	% change	Air cond. mechanic	% change	Aug. 1/81	5 mos.	\$1399		\$1500		\$2397.75		Jan. 1/82	12 mos.	1529	9.2	1630	8.6	2527.75	5.4	Jan. 1/83	15 mos.	1716	12.2	1817	11.4	2714.75	6				22.6*		21.1*		11.6*
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REORGANIZATION OF THE AGREEMENT	<p>1. Reorganization of the Agreement</p> <p>HLRA has proposed a reorganization of the Agreement with headings, definitions and all related items in one article (instead of spread throughout the Agreement). It is important that the Agreement is clear, concise and easy to work with. Our demand achieves this goal.</p>	Does HLRA have a hidden reason for these changes?																																																																				
6.01 The parties subscribe to the Human Rights Code of B.C.	<p>2. Human Rights</p> <p>In response to an HEU demand, HLRA has offered a new article which includes a statement in the Agreement subscribing to the Human Rights Code.</p>	HLRA is meeting HEU's demand for comprehensive Human Rights protection against discrimination and harassment by offering to obey a toothless and incomplete law which has existed for years.																																																																				
9.06 IF THE TIME LIMIT IN THE STAGES OF ARTICLES 8.04 OR 8.05 ARE NOT COMPLIED WITH BY THE EMPLOYEE OR THE UNION THEN THE GRIEVANCE WILL BE CONSIDERED AS BEING ABANDONED UNLESS THE PARTIES HAVE MUTUALLY AGREED, IN WRITING, TO EXTEND THE TIME LIMITS.	<p>3. Grievance Procedure</p> <p>HLRA proposes time limits so that grievances can be handled in a speedy manner.</p>	This can mean speedy losses for employees if they don't comply with deadlines and no penalties for employees who "stall" grievances.																																																																				
(a) "CASUAL EMPLOYEE" — MEANS AN EMPLOYEE WHO IS EMPLOYED FOR WORK WHICH IS NOT OF A CONTINUOUS NATURE SUCH AS:	<p>4. Casuals</p> <p>HLRA's demand is to clarify this section of the Agreement and ensure casuals are maintained.</p>	HLRA wants to convert certain regular part time and/or full time employees to casual status and to take some benefits and seniority from employees who would be forced to casual status or who are already casuals.																																																																				
(1) SEASONAL:																																																																						
(2) SPECIAL PROJECTS:																																																																						
(3) TO COVER EMPLOYEES ON VACATION, SHORT TERM ILLNESS LEAVE, EDUCATION LEAVE, COMPASSIONATE LEAVE, OTHER LEAVE, ETC.;																																																																						
(4) INTERMITTENT WORK OF SHORT DURATION.																																																																						
(b) CASUAL EMPLOYEES ARE ENTITLED TO THE FOLLOWING BENEFITS ON A PROPORTIONATE BASIS:																																																																						
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If a vacancy or a new POSITION is created WITHIN THE HEU CERTIFICATION, the following shall apply:	<p>5. Position Posting</p> <p>In response to an HEU demand, HLRA has offered to include more information on job postings.</p>	But HLRA now wants to post only for jobs lasting 60 days or more; not 30 days as in the present contract.																																																																				
(a) If the vacancy or new POSITION has a duration of 60 CALENDAR DAYS or more, the vacancy or new POSITION including the monthly and hourly rates of pay, a summary of the WORK PERFORMED, the required qualifications, the hours of work including days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.																																																																						
(a) IT IS AGREED THAT IN INSTANCES WHERE A POSITION IS ELIMINATED BY AUTOMATION, CHANGE IN THE METHOD OF OPERATION, OR REDUCTION IN THE WORK FORCE, EMPLOYEES WILL HAVE THREE (3) CALENDAR DAYS FROM NOTICE OF LAY-OFF OR TERMINATION TO TRANSFER TO ANOTHER POSITION IN THE HOSPITAL IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:	<p>6. Bumping</p> <p>HLRA's proposal eliminates the uncertainties about bumping and ensures that you can exercise your bumping rights immediately.</p>	Translation: If you don't bump within 3 days, you're out of luck!																																																																				
	<p>7. Overtime</p> <p>In response to HEU demands, HLRA has offered to improve the application of overtime provisions in three areas.</p>	There is no new formula or increase in basic overtime rates.																																																																				

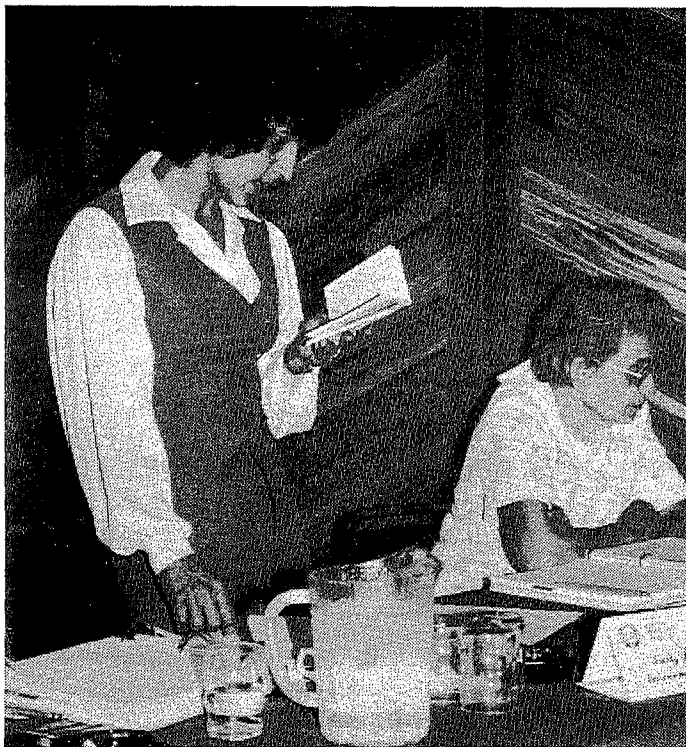
See HLRA Overtime Proposals on page 8.

HLRA PROPOSAL	HLRA "EMPLOYEE INFORMATION BULLETIN"	HEU COMMENTS
<p>ARTICLE 27 — CALL-BACK</p> <p>27.01 Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.</p> <p>27.02 These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work an allowance of Thirty-Two Cents (32¢) per mile or Twenty Cents (20¢) per kilometer from the employee's home to the Employer's place of business and return.</p>	<p>8. Call-Back In response to an HEU demand, HLRA has offered an increase in the mileage allowance to 32¢ per mile.</p>	<p>HEU's demand is for 62¢ per kilometer.</p>
<p>ARTICLE 29 — ON-CALL DIFFERENTIAL</p> <p>29.01 Employees required to be on-call shall be paid an on-call differential as follows: <u>Effective date of signing — Ninety Cents (90¢) per hour,</u> or portion thereof.</p> <p>The minimum on-call requirement shall be four (4) consecutive hours.</p>	<p>9. On-Call Differential In response to an HEU demand, HLRA has offered an increase in on-call differential to 90¢ per hour.</p>	<p>HEU's demand is for \$1 per hour.</p>
<p>SECTION 2 — SHORT TERM PLAN BENEFIT</p> <p>(a) IN THE EVENT AN EMPLOYEE IS UNABLE TO WORK BECAUSE OF ILLNESS OR INJURY HE/SHE WILL BE ENTITLED TO A BENEFIT OF 75 PER CENT OF PAY FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS FROM DATE OF ABSENCE, (SHORT TERM PLAN PERIOD). IN ANY ONE CALENDAR YEAR, THE FIRST SIX (6) WORK DAYS OF ABSENCE FROM WORK DUE TO ILLNESS OR INJURY WILL BE PAID AT 100 PER CENT OF PAY.</p> <p>EMPLOYEES WHO EXHAUST ALL OR PART OF THEIR SIX (6) WORK DAYS' ENTITLEMENT AT 100 PER CENT OF PAY IN A CALENDAR YEAR WILL HAVE IT REINSTATED IN THE FOLLOWING CALENDAR YEAR UPON RETURN TO WORK.</p> <p>(b) EMPLOYEES WHO HAVE ACCUMULATED SICK LEAVE CREDIT UNDER THE OLD SICK LEAVE PLAN WILL HAVE THEIR ACCUMULATED SICK LEAVE CREDITS FROZEN BUT WILL SUPPLEMENT THEIR 75 PER CENT OF PAY BENEFIT UNDER THE NEW PLAN BY USING 25 PER CENT OF A DAY'S ACCUMULATION UNDER THE OLD SICK LEAVE PLAN FOR EACH DAY OF ABSENCE UNDER THE NEW PLAN. THE 75 PER CENT BENEFIT SHALL NOT BE SUPPLEMENTED BY THE USE OF ANY OTHER LEAVE ENTITLEMENT.</p>	<p>10. Short-Term Illness Plan The HLRA demand will increase benefits for long term illness.</p>	<p>HLRA plans to reduce benefits for the many who are sick for shorter periods. HLRA would eliminate HEU's 1½ days sick leave per month; many sick employees would be paid only 75% of their wages; and cash out of unused sick leave would be abolished; benefits for long term illness could be increased.</p>
<p>ARTICLE 40 — ADOPTION LEAVE</p> <p>40.01 Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.</p>	<p>11. Adoption Leave In response to an HEU demand, HLRA has offered to increase adoption leave to 6 months.</p>	<p>HEU demand.</p>
<p>ARTICLE 43 — GROUP LIFE INSURANCE</p> <p>43.01 The Employer shall provide a mutually acceptable group life insurance plan.</p> <p>43.02 The plan shall provide \$40,000.00 insurance coverage for post-probationary employees (effective two months after signing of the Agreement) and \$50,000 insurance coverage for post probationary employees effective January 1, 1983.</p>	<p>12. Group Life Insurance In response to an HEU demand, HLRA has offered to increase Group Life Insurance to \$40,000 in 1982 and \$50,000 in 1983.</p>	<p>HEU's demand is for \$50,000 coverage from the beginning of the contract. HEU estimates that the employer's offer would cost a mere \$150 per person per year extra.</p>
<p>46.03 Uniform Allowance</p> <p>If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for POSITIONS involving the direct care of patients, then a clothing/maintenance allowance of Eight Dollars (\$8.00) per bi-weekly day period shall be paid.</p> <p>This allowance does not apply to non-patient areas.</p>	<p>13. Uniform Allowance In response to an HEU demand, HLRA has offered an increase in uniform allowance.</p>	<p>HEU's demand is for \$15 per bi-weekly pay period.</p>
<p>ARTICLE 59 — TRANSPORTATION ALLOWANCE — New Article</p> <p>59.01 An employee who uses his/her own motor vehicle to conduct business on behalf and at the request of the Employer shall receive an allowance of Thirty-Two Cents (32¢) per mile or Twenty Cents (20¢) per kilometer.</p>	<p>14. Transportation Allowance In response to an HEU demand, HLRA has offered to include a new article providing for a transportation allowance when an employee uses his/her car on business.</p>	<p>HEU's demand is for \$.62 per kilometer.</p>
<p>ARTICLE 60 — EMPLOYEE ASSISTANCE PROGRAMS — New Article</p> <p>60.01 In any circumstance where an Employee Assistance Program to assist employees to cope with drug, alcohol, marital or other personal problems, is in effect or is contemplated by the Employer, the Employer shall meet with the Union for the purpose of discussing the confidentiality to be attached to information derived from such program.</p>	<p>15. Employee Assistance Programs In response to an HEU demand, HLRA has offered to include a new article ensuring confidentiality.</p>	<p>In fact HLRA's proposal would not ensure confidentiality; they propose only to meet and discuss confidentiality. The Union's demand is for control of these programs.</p>
<p>ARTICLE 61 — OCCUPATIONAL HEALTH AND SAFETY COMMITTEE — New Article</p> <p>61.01 The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.</p>	<p>16. Occupational Health and Safety In response to an HEU demand, HLRA has offered to include a new article providing for a Joint Committee.</p>	<p>The Joint Committee has been required by law for years. HEU's demand is for an independent Union health & safety committee with specific rights for employees to refuse dangerous work and have proper safety training; for Union safety inspections; and for rehabilitative positions for injured workers.</p>
	<p>YOUR UNION'S RESPONSE TO THE PACKAGE PROPOSAL</p> <p>HLRA has offered your Union increases in wages and benefits totalling \$150 million.</p> <p>Your Bargaining Committee's response was: "It should come as no surprise that the proposal is unacceptable to HEU."</p> <p>The surprise to HLRA is the total lack of a meaningful reply to this initial offer.</p> <p>Your Union is still seeking a 73% increase in one year.</p> <p>This reply leads HLRA to believe that your Union does NOT want a negotiated settlement.</p>	<p>HEU has replied to HLRA's demands. HEU members voted to strike to speed up classification, to win income security and to end discrimination.</p>



These six HEU members attended a Union education seminar in Castlegar September 11 and 12. Front row, from left: Selma Adams, Raspberry Lodge; Pauline Shkuratoff, Raspberry Lodge; Margaret McInnes, Columbia View. Back row, from left: Jayne Armstrong, Kootenay Lake; Rita Pitstra, Kootenay Lake; Kathy Hecker, Willowhaven.

Ray McCready photo



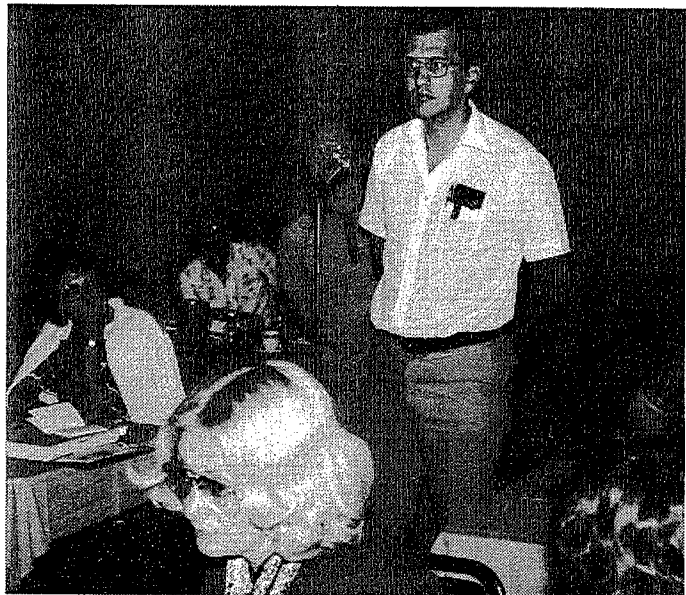
Judy Pocha, Chairperson of HEU's Invermere Unit, looks at the fine points of the Master Agreement during a Union education seminar last fall in Cranbrook.

Ray McCready photo



Crystal Perry, Creston Unit stop steward, makes a point during an HEU education seminar in Cranbrook last fall. Waiting for her turn at the mike is F.W. Green Unit Secretary-Treasurer Mildred Turner.

Ray McCready photo



Doug Enns, Kelowna Unit Secretary-Treasurer, practised his public speaking at the microphone during a Union education seminar in Vernon last fall.

Ray McCready photo

80 years later

The Rossland Strike

(Editor's Note: The following article was researched and written by HEU job analyst Steve Koerner.)

This month marks eighty years since the end of one of B.C.'s longest and most bitter labour disputes: the Rossland Miners' Strike of 1901-1902.

The strike arose between the Rossland Mine Owners, several proprietors of what were then some of the world's richest gold and copper mines and Local 38 of the Western Federation of Miners (WFM).

The WFM was an international trade union, based in Denver, Colorado. Like HEU, it was an industrial union, representing "all persons working in and around the mines, mills and smelters." Located primarily in the Rocky Mountain region of Canada and the USA, the WFM battled ferocious employer resistance in order to bring trade unionism to the hardrock mining industry. Its leaders, like the legendary "Big Bill" Haywood, faced mine owners that would go to any length to stop them, and who frequently used heavily-armed goon squads, hired from private detective agencies, to intimidate their employees and to break strikes. If those tactics failed, they often appealed to friendly Governors and Presidents to bring in the U.S. Army to finish the job for them.

Long hours

But the miners, used to spending long hours in some of North America's most dangerous working conditions, stood up to their employers and fought back. Much progress was made in the face of the opposition. By the turn of the century, some 50,000 North American miners belonged to the WFM.

In Canada, there was little of the open violence that flared south of the border. But this did not mean that employers tolerated unions. At Rossland, Local 38 was a cornerstone of the WFM strength; its 1400 members made it the largest Canadian Local. It was well-established; the Union Hall was large and spacious, including a ballroom and meeting rooms, and was a focal point for the city. It also published its own newspaper. Diversity of services was not uncommon for the WFM: another Local at nearby Sandon, for example, owned and operated its own hospital.

In 1901, mineral prices had fallen and the companies, dominated by two giants, the Gooderham Syndicate of Toronto and the British America Corporation of London, England, had experienced trouble with their mining equipment. This would be a good time to force a strike and break the power of the union. Trouble had been brewing in the mines over several years' time. The miners deeply resented having been forced to accept a contract wage system, and the Rossland muckers (labourers) were paid a lower rate than their counterparts elsewhere in the Kootenays, causing much unrest among them. And early in the year, management broke an earlier agreement with the Local which had allowed Union officials to conduct business on company property. Moreover, literally hundreds of miners had been fired on false pretexts in an effort to weed out union support.

The Local leadership had bitterly complained to the Government in Victoria that its

members had been subjected to continual harassment from city police and that the mine owners were stockpiling weapons on their property. No satisfactory answer was ever received from the Premier or any other official.

Union-busting

Then in April, the sister local in the smelter at nearby Northport, Washington, owned by one of the Rossland companies, was beset by management. The mine manager called in the Local Executive for a chat. His remarks were short and to the point: "Boys, I am going to bust the Union, you can report for work in the morning but bring your withdrawal cards or don't come." In response, the Local struck the smelter in late May.

This caused much agitation in Rossland. The Northport strike was the final act in accumulation of management provocation. As the Local debated the possibility of staging a sympathy strike, the mine owners threatened to lock them out first — and then reopen under a lower scale of wages. This did occur on July 1st and shortly afterwards the Local voted with near unanimity to strike.

The companies were well prepared. Earlier, they had hired the notorious Pinkerton Detective Agency, well-experienced in union busting in the U.S. The Agency had arranged for assistance for its operatives from the B.C. Police Force through a meeting attended by its agents, the Premier, and the Attorney General. During the time preceding the strike vote, union meetings had been continually disrupted by "spotters" (spies and provocateurs) who did their best to undermine the Local's Executive.

Numerous scabs

Initially, the strike was a success. The picket lines kept out numerous scabs, who arrived in Rossland by the trainload from points as far away as Winnipeg and Missouri. Many were recruited by bogus "employment agencies" and had no idea they were hired to strikebreak. As the months wore on, however, and the weather turned cold, some miners grew discouraged and drifted off to work elsewhere in other mines or to help with the fall harvest. Yet, many more stayed on and kept the mines largely shut down.

In late October, the Union suffered a major setback. An injunction issued by the B.C. Supreme Court which drasti-

cally limited picketing, pulled the rug from under the Union. The companies were able to get many scabs into the mines, although most of them, as inexperienced miners, were incapable of efficiently operating the mines. In desperation, the Local turned to Ottawa for help. In response to their appeal, the Deputy Minister of Labour, William Lyon Mackenzie King, future Prime Minister, arrived in Rossland to "try and fix up the dispute."

His visit proved thin comfort for the strikers. Shunning the city's many hotels, King chose to stay in the home of one of the mine managers.

But the Union chose to carry on until January, 1902. Then, after a half a year off work, starved of funds to pay strike relief and stripped of an effective picket line, the miners of Local 38 capitulated. In the final settlement the wage rates were unchanged, but the scabs stayed in the mines.

Union sued

Shortly thereafter, one of the companies sued the Union for damages and won. The Local had to dispose of its assets including its printing press, to avoid their confiscation. The Court also held individual Local Executives liable and one of them, hounded by collection agencies, had to sell his own house to prevent its seizure.

The Rossland strike would seem to have been in vain — but it was an important step in the growth of the B.C. labour movement. The Rossland mine companies merged together in 1906 with the CPR to form COMINCO, today one of the world's largest mineral corporations. It kept a blacklist of all the strikers and it was very difficult for a loyal trade unionist to get work anywhere in the region. In 1917, COMINCO crushed a strike at its Trail smelter and destroyed a Local of the International Mine Mill and Smelter Workers, the WFM's successor. But the desire by employees to be represented by a Union was never erased and in 1938 miners in Rossland-Trail finally brought in Mine Mill.

Today, trade unions in B.C. enjoy a degree of strength and influence unusual to North America. But it was only won through efforts like that of Local 38 in Rossland. And there are plenty of employers around now who would dearly love to rid themselves of unions as the mine owners did in Rossland in 1902. And that's something to think about 80 years later.



"How does your wife feel about you getting a vasectomy?"

At work in city of Trail

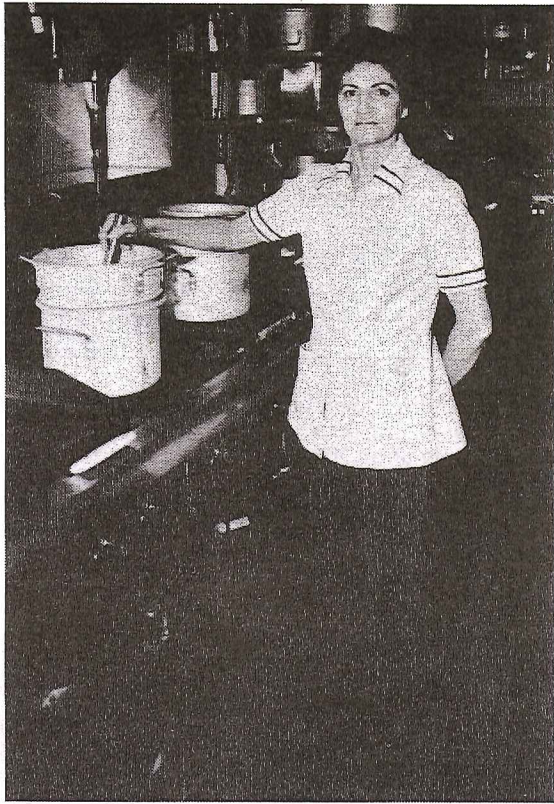
Members At Columbia View and Kiro Manor



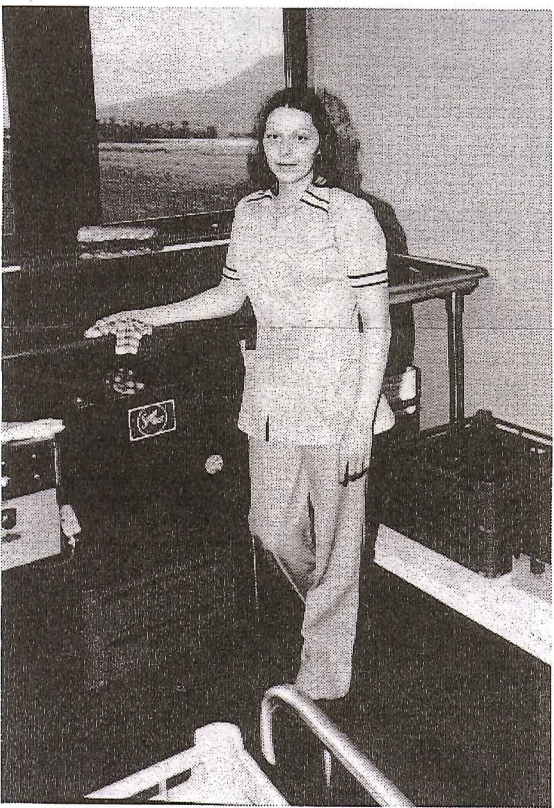
Lila Spain is an activity aide at Columbia View.



Helen Womacks is a cook at Kiro Manor health care facility in Trail.



Columbia View Unit member Mary King is a cook at the health care facility.



Jeannine Holmes works as a dietary aide at Columbia View.



Sherry Bozzer is a dietary aide at Columbia View.

Help Wanted!

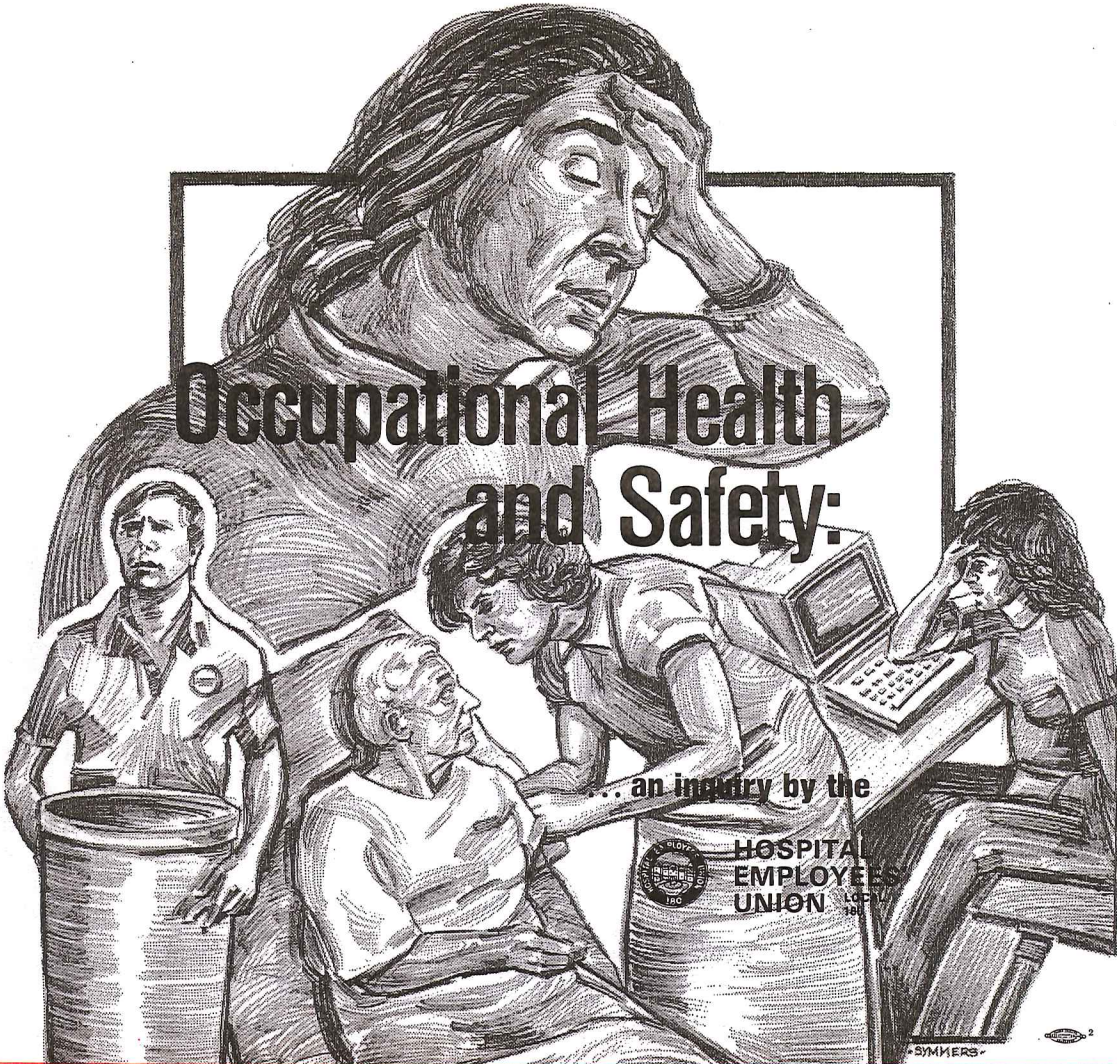
The Hospital Employees' Union is making an inquiry into occupational health and safety. We need data to back up collective bargaining demands on this critical issue.

We want to make recommendations to the government that will improve health and safety in our jobs and improve treatment of injured workers.

The union needs you to help by filling out our questionnaire.

Please get your questionnaires from your unit officers

- Complete your questionnaire and return it to the person who gave it to you.
- Your unit officers will return the completed questionnaires to the HEU provincial office.
- The union will keep your response confidential.



Questionnaire

At Royal Columbian Hospital

John Works As A Respiratory Technologist

This feature appears regularly in The Guardian and is designed to profile an HEU member, in most cases a rank-and-file Union member. The article focuses on the member's job and the duties that member performs while at work. The monthly feature also deals, in part, with the HEU member's personal views on a number of varying subjects. The purpose of the Guardian profile is to give recognition to the work performed by HEU members and the members who perform the work.

John Andruschak is the charge respiratory technologist at Royal Columbian Hospital in New Westminster and as such works with patients in the hospital who have breathing difficulties.

"We have around 10 technologists at the hospital who are HEU members besides myself. It is a job, like many hospital jobs, which requires a great deal of skill and dedication to perform properly," Andruschak told The Guardian in a January interview.

"There are normally five of us on a shift and essentially we make sure that patients' breathing is maintained. We do this with the help of a number of sophisticated machines that gauge the patients' respiratory state," said Andruschak.

One of those sophisticated machines operated by the respiratory technologist is a bronchodilator, which is used on a patient with an acute breathing disorder such as asthma or a chronic obstructive pulmonary disease of the lungs.

"The technologists perform the tests and the doctors interpret the results. It is a very

difficult job, especially in intensive care where the stress is even higher."

There are two "techs", as John refers to them as, in the intensive care department at Royal Columbian.

"Working in intensive care proves to be very stressful since there are ten beds which are usually full every shift. As a result, the technologist has to go from bed to bed monitoring and keeping track of a patients' breathing. And because the patient is very ill, something can happen at any time and usually does."

"For example, if a patient stopped breathing he or she would be placed on a ventilator to try to get the breathing established again."

John says it is impossible to get too attached to the patient, as other HEU members do in other areas of health care, because the patient is often either unconscious or very weak.

"Because the patients are so sick, it can be very emotionally strenuous on the tech because they never know when a person could go either way."

"Also our workload is so heavy that we just wouldn't have the chance to talk anyway because we're on the go all the time."

John, a 26-year-old native of Calgary, also said the technologists at Royal Columbian are awaiting anxiously the outcome of the classification system.

"It's been very frustrating, I can tell you that. It is difficult getting up-to-date information and therefore the members get even more frustrated. We'll be happy when it's finally over, that's for sure," said Andruschak.

Amendt Supports Equal Pay

Surrey Unit Secretary-Treasurer Julie Amendt feels that HEU's demand of equal pay for work of equal value is strongly supported by the vast majority of the HEU membership.

"Women in B.C. hospitals aren't working for pin money. We need to maintain at least the base rate given to men or we can't maintain normal Canadian standards of living," said Amendt in a December interview.

Julie earns \$1,428 a month as a Clerk 4 while the male base rate of pay is \$1,500 a month.

"Each member in our Union should receive at least the male base rate because all the positions are equally important to the total operation of the hospital," she said.

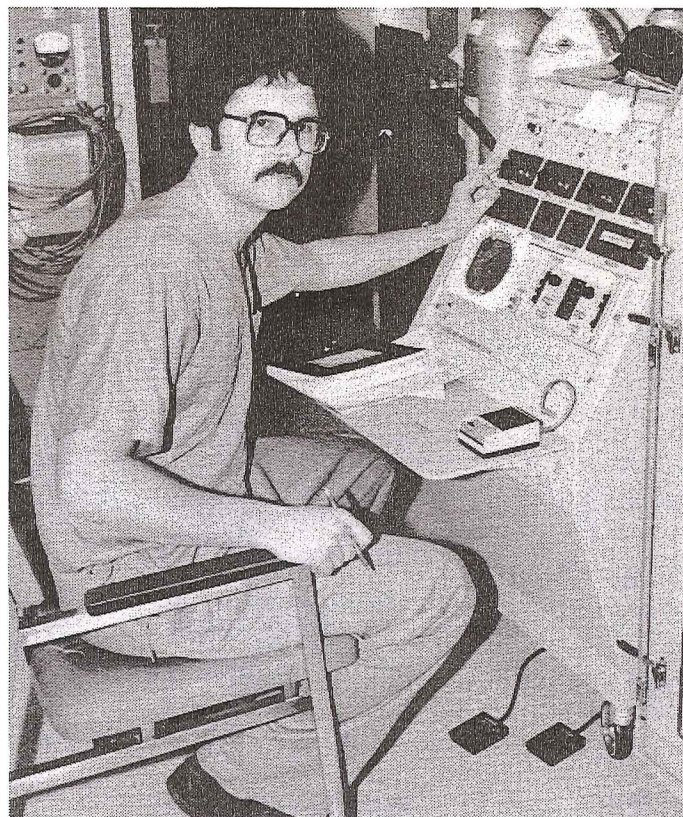
The cost of the equal pay package doesn't bother Amendt because costs for the average B.C. family have risen dramatically over the past year.

"We have to work to pay the mortgages, to buy food and pay for transportation. My husband was laid off his job in August as a heavy-duty truck operator, so I'm supporting both of us. Almost all of our members are working because they have to, especially the single women," says Julie.

HEU's equal pay demand includes parity between male and female base rates and the elimination of incremental steps within pay grades.

Guardian Correction

The Guardian December issue incorrectly identified Provincial Executive member Phil MacLeod as working at Royal Columbian Hospital in New Westminster. Brother MacLeod works at Queen's Park Hospital in New Westminster.



Royal Columbian Unit member John Andruschak measures the amount of air in a patient's lung with a machine called a body plethysmograph. John works as a respiratory technologist at Royal Columbian Hospital in New Westminster.

Representation Vote Ordered At UBC

The Labour Relations Board of B.C. has acceded to a request by HEU and ordered a government-supervised representation vote to be conducted among approximately 600 employees who work in the acute care, extended care and psychiatric care units at the University of B.C. Health Sciences Centre Hospital in Vancouver.

No date has been set by LRB, however HEU Secretary-Business Manager Jack Gerow hopes the vote is held as soon as possible.

"HEU welcomes the decision of the LRB and hopes that

CUPE Local 116 will not interfere with the democratic right of the affected employees at the hospital to decide which trade union can best represent them in collective bargaining," said Gerow.

HEU had recently written to the LRB calling for a representation vote pursuant to Section 44 (1) of the B.C. Labour Code which states: "Upon an application for certification, a trade union may request that a representation vote be taken prior to the determination, by the board, of the appropriate bargaining unit."

Margaret Hamilton Now An HEU Retiree

Margaret Hamilton, an HEU member at Parkholm Lodge in Chilliwack, has retired from active service at the health care facility.

Margaret received a retirement pin from Unit members at a Unit meeting in November.

"We really miss Margaret already," said Unit Secretary-Treasurer Valerie McCully.

"Margaret spent approximately four and a half years working first at the Chilliwack Intermediate Care facility then she came over to the new facility known as Parkholm Lodge. She was a great person to work with," said McCully.

HLRA Overtime Proposals

25.07 OVERTIME MEAL ALLOWANCE

An employee who works two and one-half (2½) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of **Seven Dollars (\$7.00)**. One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- (i) This clause shall not apply to part-time employees until the requirements of 25.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

25.08 RIGHT TO REFUSE OVERTIME

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

If it is found after the Grievance Procedure has been followed that an emergency did not exist, the employee shall be paid 2½ times for the overtime worked.

25.10 An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of rest are not provided, overtime rates shall apply to all hours worked on the next regular shift.

Did you know . . .

Cash Pay-out of Unused Sick Leave Credits

"Upon retirement as defined in Article XIII, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to 40 per cent of unused sick leave credits calculated at the employee's rate of pay at retirement." Article XI, Section 3 (k) page 54

"Sick leave credits with pay shall be granted on the basis of one and one-half (1½) work days per month, calculated to one hundred fifty-six (156) work days." Article XI, Section 3 (a) page 51

HEU/HLRA

Master Agreement