

SIXTEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

representing employees of the

HOSPITAL AND ALLIED SERVICES COMPONENT

Agreement made this 7th day of November, 2012

**B.C. GOVERNMENT AND SERVICE EMPLOYEES'
UNION OFFICES**

HEADQUARTERS 4911 Canada Way Burnaby, BC V5G 3W3	Phone: 604-291-9611 Toll Free: 1-800-663-1674 Fax: 604-291-6030 Toll Free Fax: 1-800-946-0244
VICTORIA AREA OFFICE 2994 Douglas Street Victoria, BC V8T 4N4	Toll Free: 1-888-991-6062 Fax: 250-384-8060 Toll Free Fax: 1-800-946-0246
NORTH ISLAND AREA OFFICE #106 – 1650 N. Terminal Ave Nanaimo, BC V9S 0A3	Toll Free: 1-888-991-6062 Fax: 250-740-0070 Toll Free Fax: 1-800-946-0247
LOWER MAINLAND AREA OFFICE 4925 Canada Way Burnaby, BC V5G 1M1	Phone: 604-291-6062 Toll Free: 1-888-991-6062 Fax: 604-215-1410 Toll Free Fax: 1-800-946-0248
FRASER VALLEY AREA OFFICE 8555 198A St. Langley, BC V2Y 0A9	Phone: 604-291-6062 Toll Free: 1-888-991-6062 Fax: 604-882-5032 Toll Free Fax: 1-800-946-0249
KAMLOOPS AREA OFFICE 158 Oriole Road Kamloops, BC V2C 4N7	Toll Free: 1-888-991-6062 Fax: 250-372-1782 Toll Free Fax: 1-800-946-0250
CARIBOO AREA OFFICE 107A North 1st Avenue Williams Lake, BC V2G 1Y7	Toll Free: 1-888-991-6062 Fax: 250-392-5582 Toll Free Fax: 1-800-946-0251
OKANAGAN AREA OFFICE 214 – 3001 Tutt Street Kelowna, BC V1Y 2H4	Toll Free: 1-888-991-6062 Fax: 250-763-9233 Toll Free Fax: 1-800-946-0252
EAST KOOTENAY AREA OFFICE #303-105 Ninth Ave. South Cranbrook, BC V1C 2M1	Toll Free: 1-888-991-6062 Fax: 250-489-4700 Toll Free Fax: 1-800-946-0253
WEST KOOTENAY AREA OFFICE 2316 Columbia Avenue Castlegar, BC V1N 2X1	Toll Free: 1-888-991-6062 Fax: 250-365-9971 Toll Free Fax: 1-800-946-0254
PEACE RIVER AREA OFFICE 10251-100th Street Fort St. John, BC V1J 3Y8	Toll Free: 1-888-991-6062 Fax: 250-785-0048 Toll Free Fax: 1-800-946-0255
PRINCE GEORGE AREA OFFICE 1070-4th Avenue Prince George, BC V2L 3J1	Toll Free: 1-888-991-6062 Fax: 250-562-9012 Toll Free Fax: 1-800-946-0257
NORTHWEST AREA OFFICE #102-4710 Lazelle Avenue Terrace, BC V8G 1T2	Toll Free: 1-888-991-6062 Fax: 250-635-3588 Toll Free Fax: 1-800-946-0259

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*NOTE: Changes to the **Fifteenth** Component Agreement are indicated in the **Sixteenth** Component Agreement with bold type (except for **Headings**) or an asterisk (*) where language has been deleted and no new text added.*

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

Subject to the provisions of the Master Agreement entered into between the Employer and the Union, the purpose of this Agreement is to set out the terms and conditions of employment applicable to employees included in the Hospital and Allied Services Component as defined in Appendix 3 - Classifications and Rates of Pay of the Master Agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Stewards

- (a) The Union will designate a steward to represent the employees within each jurisdictional area. In determining the size and number of jurisdictional areas, the Union and the Employer agree to take into consideration both operational and geographic considerations.
- (b) Notice of transfer of stewards shall be pursuant to Clause 4.4 of this Agreement.

ARTICLE 3 - POSITIONS TEMPORARILY VACANT

3.1 Positions Temporarily Vacant

Except in the case of an emergency, the Employer agrees to make every reasonable effort to ensure that an employee's workload will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation, or any other reason.

3.2 Substitution

Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to:

- (a) the employee's ability to perform the job; and
- (b) a current satisfactory evaluation report.

3.3 On Call Lists

Where relief is required for positions temporarily vacant due to illness, vacation, leaves of absence, or for regular employees temporarily substituting in higher paying positions pursuant to Clause 3.2 above, the Employer agrees to maintain a list of on call employees to provide such relief.

ARTICLE 4 - HOURS OF WORK

4.1 Hours of Work and Work Schedules

- (a) Hours of work and work schedules for all employees shall be pursuant to Article 14—Hours of Work of the Master Agreement. Work schedules shall be by mutual agreement between the Employer's designate and the Union's designate at the local level. Where mutual agreement has been reached for work schedules at the local level, copies of such schedules shall be submitted to the Employer and to the Union.
- (b) Adjustments in the annual work schedule will be made to reflect the provisions of Clause 14.3 of the Master Agreement for those employees whose regularly scheduled workday exceeds seven hours.

(c) Work scheduling shall be within the following guidelines:

(1) Basic work schedules and scheduling of surplus, shortage and/or lieu days as associated with the work schedules shall be as follows:

	Shift Pattern	Length of Scheduled Workdays	Total Hours Per Cycle	Shifts Per Cycle	Cycles Per Year	Total Annual Hours	Statutory Holiday Hours	Surplus or Shortage (Days)
#1	5:2	7.5	37.5	5	52.14	1955.25	Not Worked	17
#2	5:2	7.5	37.5	5	52.14	1955.25	Worked 77.25	18
#3	5:2	7.0	35	5	52.14	1825	Not Worked	0
#4	5:2	7.0	35	5	52.14	1825	Worked 81.90	0
#5	4:2	7.5	30	4	60.83	1824.90	Worked 81.90	0
#6	4:4	7.5	30	4	45.625	1368.75	Worked 84	-61
#7	4:3	8.0	32	4	52.14	1668.48	Worked 84	-19
#8	4:3	8.75	35	4	52.14	1824.90	Worked 81.90	0

(2) In recognition of the peculiar circumstances that do exist in certain areas the parties hereto agree to extend the foregoing parameters to grant increased flexibility to the Employer's designate and the Union's designate at the local level to negotiate shift schedules to suit the exigencies of the service.

(3) Notwithstanding the work pattern selected, a meal period of not less than one-half hour and not more than one hour is guaranteed, except where included in the scheduled shift.

(4) In certain special cases, where work sometimes depends on appropriate climatic or seasonal conditions, temporary departures from established work schedules may be allowed. In these cases, establishment of work schedules, not exceeding 10 hours per day for the particular case involved, will be permitted by mutual agreement at the local level. An accurate record of actual time worked shall be maintained.

(5) In accordance with operational requirements and subject to (c)(6) below, the surplus and/or lieu days off will be scheduled by mutual agreement by the following methods:

- (i) Scheduled into the roster which may be attached to the normal days of rest;
- (ii) Scheduled into the roster which may not be attached to the normal days of rest;
- (iii) Block of days attached to annual vacations and scheduled as per Articles 6-Annual Vacations for Employees and 11-Auxiliary Employees;
- (iv) Block of days not attached to annual vacations;
- (v) Random days which may or may not be attached to days of rest;
- (vi) A combination of the above.

(6) Surplus and/or lieu days not scheduled or taken in accordance with (c)(5) by **July 1** of the current year shall be scheduled by mutual agreement to be taken by January 31 of the following year.

Where surplus and/or lieu days are not scheduled or taken by January 31 of the following year, the Employer will make all reasonable effort to make payment by the next pay period immediately following January 31.

4.2 Interruptions in Work Patterns

- (a) It is agreed that interruptions to the pattern of days worked and days off in employee work schedules shall be kept to a minimum.
- (b) It is further agreed that should such interruptions occur, the resulting shortage or surplus shall be remedied within a three month period following the quarter in which they occurred.
- (c) It is further agreed that the Employer will furnish employees whose work schedules have been interrupted with a notice at the end of each quarter indicating the number of days owed either by the Employer or the employee resulting from the interruption of work patterns.

4.3 Meal Periods

- (a) Meal periods shall be at least one-half hour and not more than one hour in length and shall be scheduled as close as possible to the middle of the scheduled workday except by mutual agreement between the Employer's designate and the Union's designate at the local level.
- (b) An employee shall be entitled to take their meal period away from the workstation, unless prevented by operational requirements. In such cases, the meal period shall be considered as time worked and included in the work schedule or compensated for at the applicable overtime rate.

4.4 Change of Work Location

- (a) Except in the case of temporary assignment changes for a duration of less than one month, and except in the case of emergencies, the Employer will give a regular employee 14 days' advance notice in writing stating the reasons, prior to implementing any change in the employee's designated work location.
- (b) In the above-cited circumstances, shop stewards will be given an additional seven days' advance notice prior to implementing any change in the steward's designated work location.
- (c) For the purpose of this clause, work locations are as defined in Appendix 4—Work Locations Pursuant to Clause 4.4.
- (d) Notwithstanding (a) and (b) above, the Employer will continue to, wherever possible, give as much notice as possible of a change in an employee's designated ward or equivalent area.
- (e) The provisions of (a), (b), and (d) above do not apply to those regular employees designated as floating relief.

4.5 Rotation

Where the Employer's designate and the Union's designate at the local level agree that shifts be rotated, the shifts shall be rotated on an equitable basis among the employees involved.

4.6 Split Shifts

- (a) The Employer and the Union agree that employees shall not be required to work split shifts except by mutual agreement of the parties.
- (b) The parties now record their agreement that split shifts shall upon the Employer's requirement, be worked by the employees listed in or at the locations specified in Appendix 1—Split Shifts Pursuant to Clause 4.6 of this Agreement.

- (c) Appendix 1—Split Shifts Pursuant to Clause 4.6 of this Agreement may be amended by mutual agreement in accordance with (a) above.
- (d) For split shift employees where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
- (1) effective March 29, 2009: 55¢ per hour; or
 - (2) the relevant shift premium.

No employee shall receive both premiums.

4.7 Christmas or New Year's Off

Subject to Clause 17.6 of the Master Agreement, the Employer's designate and the Union's designate at the local level will endeavour to decide which methods will be used to enable the maximum number of employees, as operations permit, to receive at least Christmas Day or the following New Year's Day off.

4.8 Request for Change of Ward or Equivalent Area or Shift Pattern

- (a) Employees requesting a change in their designated ward or equivalent area **or shift pattern** shall do so in writing and shall receive a written response within 30 calendar days. Reasonable effort will be made to accommodate such requests, **where a vacancy exists**. If the request is denied, reasons will be included in the response.
- (b) Where the Employer's designate and the Union's designate at the local level agree that wards or equivalent area be rotated, rotation will be done on an equitable basis among the employees involved.

ARTICLE 5 - OVERTIME

5.1 Overtime Authorization

- (a) The Employer will submit to the Union a list of positions designated to authorize overtime.
- (b) These designated management personnel shall be deemed to have delegated to a lower position the authority to authorize overtime if such delegation is made in writing.

5.2 Overtime Compensation

- (a) Employees shall have the option of being compensated for overtime in cash or compensatory time off.
- (b) If the employee elects to take compensatory time off, the Employer shall make every reasonable effort to schedule such time off by mutual agreement within 60 days from it being earned.
- (c) If mutual agreement on the scheduling of compensatory time off cannot be reached within 60 days from it being earned, such unscheduled compensatory time off shall be taken in cash and the provisions of (d) below shall apply.
- (d) Where overtime earned is paid in cash the Employer shall make every reasonable effort to make payment by the end of the month following the month in which the overtime cash payment was requested. Any overtime outstanding at the fiscal year end or on termination, shall be paid in cash at that time.
- (e) Employees required to work in 24-hour camp operations shall be compensated with two days off and four straight-time hours cash for each 24-hour day spent in camp.

ARTICLE 6 - ANNUAL VACATIONS FOR EMPLOYEES**6.1 Vacation Period**

(a) Employees shall be permitted to take their vacation entitlement at any time during the calendar year as the vacation schedule based on operational requirements permits. The Employer shall allow the maximum number of employees to take their complete vacation entitlement during the period April 15 to October 15 inclusive.

(b) The Employer's designate and the Union's designate at the local level shall meet by October 1 to discuss methods to facilitate (a) above. This time limit may be altered or this meeting waived by mutual consent of the designates. By October 1, the Employer shall commence soliciting employee vacation requests for the following year.

6.2 Preference in Vacation

(a) Vacations shall be granted on the basis of service seniority within a classification series in the work units outlined in Appendix 2—Vacation Units Pursuant to Clause 6.2 of this Agreement. An employee shall be entitled to their vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of their first vacation period. Such seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.

(b) All employees' requests for first choice of vacation selection shall be completed by December 1.

(c) All employees' requests for second choice of vacation selection shall be completed by January 1.

(d) All employees' requests for subsequent choices of vacation selection shall be completed by January 31.

(e) All employees must have exercised their seniority rights by the dates specified above. An employee who does not exercise their seniority rights by the specified dates shall not be entitled to exercise them with respect to any vacation time previously selected by an employee with less seniority.

(f) Subject to 6.3(a), the dates provided for in Clauses (b), (c) and (d) above may be altered at the local level by mutual agreement of the parties' designates.

6.3 Vacation Schedules

(a) Vacation schedules will be posted by March 1 of each year. This date may be altered at the local level by mutual agreement of the parties' designates.

(b) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

ARTICLE 7 - SAFETY AND HEALTH**7.1 Hygiene Facilities**

(a) In the interest of public health and general hygiene, proper facilities shall be provided in order that employees may shower and change their clothes.

(b) Lockers, which may be locked, shall be provided for all employees required to change their clothes.

(c) To facilitate the above, local Occupational Health and Safety Committees will make recommendations regarding improving existing facilities and creating new facilities outlined in (a) and (b) herein, in accordance with their terms of reference as outlined in Clause 22.3 of the Master Agreement.

ARTICLE 8 - WORK CLOTHING

8.1 Supply of Work Clothing

(a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of dress.

(b) Female employees who are required to wear uniforms because of the nature of their work will be supplied with appropriately tailored pant suits as an alternate to the standard form of dress for incumbents of those positions as mutually agreed between the Employer's designate and the Union's designate at the local level.

(c) Changes in style or colour shall not be introduced except as mutually agreed between the Employer's designate and the Union's designate at the local level.

(d) The Employer recognizes the responsibility to provide employees, who are required to wear a uniform, with a quantity necessary to maintain required standards of hygiene.

(e) Protective clothing for Activity Workers will be supplied where required.

8.2 Clothing Allowance

The Employer and the Union recognize that Health Care Workers working in treatment programs may be required to wear street clothes. In such instances, such employees shall be provided with an annual clothing allowance which shall be paid on a biweekly basis. The annual clothing allowance shall be as follows:

- (1) effective November 7, 2012: \$240 and
- (2) effective April 1, 2013: \$245.

8.3 Maintenance of Clothing

(a) Subject to 8.3(b), it shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued and required to be worn by the Employer.

(b) Forensic Security Officers shall be responsible for cleaning, laundering and maintaining uniforms issued and required to be worn by the Employer and shall receive a monthly allowance for doing so on the following basis:

- (1) effective November 7, 2012: \$27.00, and
- (2) effective April 1, 2013: \$27.50.

8.4 Union Label

Upon depletion of existing stock, all uniforms and clothing issued by the Employer shall, whenever practical, bear a recognized union label.

ARTICLE 9 - TRAINING AND CAREER DEVELOPMENT

(a) The parties recognize that improved equipment, methods, and procedures create changes in the job structure of the Hospital and Allied Services Component workforce. The parties further recognize that a skilled workforce is maintained through training sufficient to enable employees to perform their current employment duties. Subject to Master Agreement Article 22, the Employer shall determine the training necessary for employees to perform their current employment duties.

(b) **The parties also recognize and support opportunities of ongoing education and training for employees. This may include the opportunity to attend conferences, workshops, seminars or symposia related to the employee's field of practice or specialization.**

(c) The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. The matter of career development shall be dealt with in a manner consistent with Clause 20.8 of the Master Agreement.

ARTICLE 10 - PAYMENT OF WAGES AND ALLOWANCES

10.1 Dirty Pay

Laundry employees required to sort heavily soiled laundry shall have up to 15 minutes before their meal break and before the end of their shift for the purpose of personal wash up and shall be paid a premium, effective March 29, 2009, of 90¢ per hour for all hours on each shift so worked, provided they have worked at least one hour of the shift under such conditions.

ARTICLE 11 - AUXILIARY EMPLOYEES

11.1 Application of Agreement

The following provisions do not apply to auxiliary employees: 4.4, 4.5, 4.7, 6.1, 8.2, and 9(b).

11.2 Seniority Units

For the purposes of Clauses 31.3(a) and 31.5(a) of the Master Agreement, a Ministerial Seniority Unit shall be the seniority unit as defined in Appendix 3 - Seniority Units for Layoff and Recall of Auxiliary Employees pursuant to Clause 11.2 of this Agreement.

11.3 Annual Vacation

Pursuant to Clause 31.11 of the Master Agreement, when an auxiliary employee qualifies for annual vacation leave, their selection(s) of vacation period(s) shall not restrict the choices of regular employees. Such auxiliary employees shall select their vacation periods in accordance with the methods outlined in Clauses 6.2 and 6.3.

11.4 Auxiliary Days of Rest

(a) Auxiliary employees hired on an "on call" basis shall not be recalled to available work unless they have had at least two days off in the six calendar days immediately preceding the available work, unless precluded by insufficient on call staff being available.

(b) Auxiliary employees who work the same number of consecutive full shifts at straight-time rates as regular employees in the same classification covered by the same local Hours of Work Agreement, shall be given the same number of consecutive days of rest as the regular employees. Such days of

rest shall be contiguous with and immediately following the days worked. Auxiliary employees shall not have the right to be recalled on those days of rest.

11.5 Clothing Allowance

Auxiliary nursing employees who are required to wear street clothes shall be eligible for benefits under Clause 8.2 upon completion of 1827 hours of work at straight-time rates **in 33 pay periods**.

ARTICLE 12 - GENERAL CONDITIONS

12.1 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

12.2 Administration of Medication

Employees required to administer injections or substances defined by the *Narcotic Control Act* shall be trained at the expense of the Employer.

12.3 Safety Footwear

Regular employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties, **where not provided by the Employer**, shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed as follows:

- (a) **effective November 7, 2012: \$133.50 biennially**
- (b) **such reimbursement may be received only once every two calendar years.**

Part-time regular employees shall receive this reimbursement on a pro rata basis.

Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.

ARTICLE 13 - TERM OF AGREEMENT

13.1 Duration

This Agreement shall be binding and remain in effect to midnight, **March 31, 2014**.

13.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after **January 1, 2014** but in any event not later than midnight, **January 31, 2014**.
- (b) Where no notice is given by either party prior to **January 31, 2014**, both parties shall be deemed to have been given notice under this clause on **January 31, 2014**, and thereupon Clause 13.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Head of the BC Public Service Agency.

13.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 13.2 of this article, the parties shall, within 14 days after the notice was given, commence collective bargaining.

13.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

13.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

13.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the **first pay period following date of ratification.**

Note: Date of ratification is November 7, 2012.

FOR THE UNION:

FOR THE EMPLOYER:

Darryl Walker
President

Selina Lew, BCPSA
Senior Labour Relations Specialist

Susanne Francoeur
Component Chairperson

Caroline Chu, BCPSA
Labour Relations Specialist

Kim Keys
Committee Member

Janine Osborne, HR Consultant
Provincial Health Services Authority

Neil MacPherson
Committee Member

May Sauder, Executive Director
Oak Bay Lodge Continuing Care Society

Bhajan Tathgar
Committee Member

Audrey Todd
Committee Member

Carol Adams
Coordinator

Agreement made this 7th day of November 2012.

APPENDIX 1
Split Shifts Pursuant to Clause 4.6 of this Agreement

APPENDIX 2
Vacation Units Pursuant to Clause 6.2 of this Agreement

British Columbia Mental Health and Addiction Services

1. Riverview Hospital
 - (a) Clinical Program Aides and Therapists by Program
 - (b) Clubhouse and Vocational Training Centre
 - (c) Food and Nutrition Services
 - (d) Hairgrooming Services
 - (e) Industrial Division
 - (f) Material Management
 - (g) Transportation Services
 - (h) Ward or Equivalent Area
2. Forensic Psychiatric Hospital
 - (a) Rehab Department**
 - (b) Dietary Department
 - (c) Ward or Equivalent Area
 - (d) Forensic Security Officers**

Ministry of Children and Family Development

1. Maples Adolescent Treatment Centre
 - (a) Recreation Department
2. Provincial Services
 - (a) Dietary Services
3. Provincial Services for the Deaf and Hard of Hearing
4. Youth Forensic Psychiatric Services
 - (a) In-Patient Assessment Unit

OBL Continuing Care Society

1. Oak Bay Lodge
 - (a) Adult Daycare/Activities**
 - (b) Food and Nutrition Services
 - (c) Housekeeping and Laundry Services Department
 - (d) Resident Care Department**

Broadmead Care Society

1. The Lodge at Broadmead and Veterans Health Care Centre
 - (a) Activity Workers
 - (b) Environmental Services
 - (c) Food Services
 - (d) Residential and Community Programs

2. **Nigel House and Harriet House**
 - (a) **Activity Workers**
 - (b) **Food Services**
 - (c) **Residential Care**

APPENDIX 3
Seniority Units for Layoff and Recall of Auxiliary
Employees Pursuant to Clause 11.2

British Columbia Mental Health and Addiction Services

1. Forensic Psychiatric Hospital
 - (a) **Rehab Department**
 - (b) **Dietary Department**
 - (c) **Clinical Programs**
 - (d) **Forensic Security Officers**
2. Riverview Hospital
 - (a) Clinical Programs and Transportation Services
 - (b) Clubhouse and Vocational Training Centre
 - (c) Food and Nutrition Services Department
 - (d) Hairgrooming Services
 - (e) Industrial Division
 - (f) Material Management

Ministry of Children and Family Development

1. Maples Adolescent Treatment Centre
 - (a) Recreation Department
2. Provincial Services
 - (a) Dietary Services
3. Provincial Services for the Deaf and Hard of Hearing
4. Youth Forensic Psychiatric Services
 - (a) In-Patient Assessment Unit

Oak Bay Lodge Continuing Care Society

1. Oak Bay Lodge
 - (a) Adult Daycare/Activities
 - (b) Food and Nutrition Services
 - (c) Housekeeping and Laundry Services Department
 - (d) Resident Care Department

Broadmead Care Society

1. **The Lodge at Broadmead and Veterans Health Care Centre**
 - (a) Activity Workers

- (b) Environmental Services
- (c) Food Services
- 2. Nigel House and Harriet House**
 - (a) Activity Workers
 - (b) Food Services
- 3. The Lodge at Broadmead and Veterans Health Care Centre and Nigel House and Harriet House**
 - (a) Residential and Community Programs

APPENDIX 4

Work Locations Pursuant to Clause 4.4

British Columbia Mental Health and Addiction Services

- 1. Riverview Hospital
 - (a) Nursing by Department
 - (b) Other by Department
- 2. Forensic Psychiatric Hospital

Ministry of Children and Family Development

- 1. The Maples Adolescent Treatment Centre
 - (a) Recreation Department
- 2. Provincial Services
 - (a) Dietary Services
- 3. Provincial Services for the Deaf and Hard of Hearing
- 4. Youth Forensic Psychiatric Services
 - (a) In-Patient Assessment Unit

OBL Continuing Care Society

- 1. Oak Bay Lodge

Broadmead Care Society

- 1. The Lodge at Broadmead and Veterans Health Care Centre
- 2. Nigel House and Harriet House**