

Article 60

Article 60 - Effective and Terminating Dates

Related Articles: 62, Appendix Z

Interpretation Guidelines:

Article 60 (A)

1. While the expiration of the Collective Agreement is specified, there is what is known as a "bridging" or "continuation" clause that extends the application of all the provisions of the agreement beyond the expiry date. So the provisions of the PCA remain in force and are binding until a new agreement is concluded.
2. New certifications who are added to Appendix of the Consolidated Certification between the Unions in the NBA and HEABC during the terms of the agreement, will have different effective dates for the provisions that are usually determined by their date of certification and as agreed between the Union and HEABC.
 - New certifications are brought into the PCA as set out in Appendix Z - Standardization to the Provincial Collective Agreement.
3. Provisions of the collective agreement are suspended during a legal strike or lockout, except for those employees scheduled to work under an essential services plan.
4. For employees who are not scheduled to work under an essential services plan, specific provisions of the Collective Agreement that continue to apply are usually addressed by a "Return to Work Agreement" reached between the parties at the conclusion of job action [See Arbitration Award: *Ponderosa Lodge and Kinsmen Place Lodge and BCNU*, May 27, 1994 (McPhillips) - re continuation of benefits during job action].

Article 60 (B)

1. Subsection (2) of Section 50 allows for either party to a collective agreement to apply to the Minister of Labour to terminate the collective agreement after 8 months on its next anniversary date e.g. April 1st. Therefore even though the parties might have negotiated an agreement with a 2 year term, one party can apply to terminate the agreement after only 1 year.
2. The Code permits parties to contract out of the application of Subsection (2) of Section 50 and that is what the NBA and HEABC have agreed to do.
3. Article 60 (B) excludes the application of Subsection (2) of Section 50 of the Labour Relations Code so neither the NBA nor HEABC can apply to terminate the collective agreement before the expiry date.

Article 60

Article 60 (C)

1. This provision specifies that provisions of the collective agreement come into effect immediately after midnight (i.e. 0001) on the effective dates specified in the collective agreement.
2. This means that employees working the night shift on the effective date are usually the first to receive any increases to wages and benefits.
3. This also applies to moves up the wage increment scale. For example: On their anniversary date an employee would receive the hourly rate for 3rd increment step from 2300-2400 and the hourly rate for the 4th increment step from 2400-0700.
4. When the Employer fails to implement increases to wages or other benefits on the specified effective dates they can be ordered by an arbitrator to also pay interest on the outstanding amounts [See *Arbitration Awards: HEABC and NBA (IWAD), April 10, 2003 (Gordon) Consent Award* and the *HEABC and NBA (IWAD) July 28, 2004 Consent Award (Gordon)* re the terms of settlement certain Employers, who failed to implement the April 1, 2002 and the April 1, 2003 wage increases, were required to implement the wage increases retroactively to all affected employees and in addition pay interest in accordance with the Court Order Interest Act as specified in the consent award].

Additional References:

Legislation:

Labour Relations Code - Section 50 - Subsection (2). The website is: www.lrb.bc.ca

Court Order Interest Act - www.gp.gov.bc.ca/statreg/stat/C/96079_01.htm

Arbitration Awards:

Ponderosa Lodge and Kinsmen Place Lodge and BCNU, May 27, 1994 (McPhillips) - For employees who are not scheduled to work under an essential services plan, specific provisions of the Collective Agreement that continue to apply are usually addressed by a "Return to Work Agreement" reached between the parties at the conclusion of job action

HEABC and NBA (IWAD), April 10, 2003 (Gordon) Consent Award - re Consent Award detailing the terms of settlement for the failure to implement wage increases on the effective date of April 1, 2002. Employers were required to pay interest on the amounts owing in accordance with the Court Order Interest Act.

HEABC and NBA (IWAD) July 28, 2004 Consent Award (Gordon) - re Consent Award detailing the terms of settlement for the failure to implement wage increases on the effective date of April 1, 2003. Employers were required to pay interest on the amounts owing in accordance with the Court Order Interest Act.