

Comprehensive Report

FACILITIES BARGAINING ASSOCIATION

HOSPITAL EMPLOYEES' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 873

BRITISH COLUMBIA GOVERNMENT
AND SERVICE EMPLOYEES' UNION

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 882/882H

PULP, PAPER AND WOODWORKERS
OF CANADA LOCAL NO. 5

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL NO. 230

UNITED STEELWORKERS OF AMERICA
LOCAL 9705

BRITISH COLUMBIA NURSES' UNION

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
LOCAL NO. 1598

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA
LOCAL NO. 324

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES LOCAL NO. 138

ON THE TENTATIVE AGREEMENT BETWEEN THE:

Health Services and Support Facilities
Subsector Bargaining Association of
Unions (Facilities Bargaining Association
or "FBA")

AND THE:

Health Employers Association of British
Columbia (HEABC)



MAY 2014



HOSPITAL EMPLOYEES' UNION

BACKGROUND

Tentative agreement limits contracting out and restores vacation days

Five-year agreement includes 5.5 per cent general wage increase, improvements to shift premiums, new education and training funds, expanded job opportunities, and more responsibility and control over benefits through joint governance

On May 12, the terms of a tentative agreement were reached between the multi-union Facilities Bargaining Association (FBA) and health employers.

The five-year agreement includes general wage increases of 5.5 per cent, in line with other settlements reached with government employees, community health workers and health science professionals, under the provincial government's current negotiating mandate for public sector employers.

There are provisions that limit the impact of privatization on jobs and services

Main Points

- Five-year agreement expires on March 31, 2019
- 5.5 per cent in general wage increases plus modest improvements to evening, night, weekend and on-call differentials and the transportation allowance
- Restoration of two vacation days over the term of the agreement (casual pay-in-lieu adjusted accordingly)
- A cap on contracting out at 100 FTEs a year
- Porting of seniority and service between Facilities' employers
- \$3.75 million in new funding for the FBA Education Fund
- Limits on six-day rotations in new or revised schedules
- Casuals can register for work in two departments instead of one
- Greater input and responsibility for benefit plan administration through Joint Facilities Benefits Trust
- New provisions for ambulance paramedics that support a community paramedic program and address outstanding issues in the pay scale
- Provincial Executive recommends members vote "yes" to ratification

by establishing a cap on contracting out at 100 full-time equivalent positions a year – a lower annual cap than in any other contract since the B.C. Liberal government removed contracting-out protections from the collective agreement in 2002 through *Bill 29*.

Vacation day accumulation is restored over the term of the agreement – accrued by one additional day starting in each of 2016 and 2018 – and casual pay-in-lieu will be adjusted accordingly.

The agreement covers 47,000 health care workers in publicly funded hospitals, long-term care facilities, the BC

Ambulance Service (BCAS), BC Emergency Health Services (BCEHS), health authority corporate offices and warehouses, and other settings across the province.

The FBA’s chief spokesperson Bonnie Pearson says that despite the narrow negotiating mandate forced on health employers by the provincial government, this tentative agreement contains a number of important gains that will improve working and caring conditions on the front lines of health care.

“Once again, the strong strike mandate delivered by members made all the difference in breaking the bargaining stalemate,” says Pearson, who is also HEU’s secretary-business manager.

“With a 96 per cent strike mandate in hand, we were able to protect sick leave payout provisions, secure continued funding for education and training, dramatically lower the cap on contracting out, and force employers to abandon their plans to undermine collective agreement provisions for paramedics and EHS staff.”

The tentative agreement includes a move to a joint benefit trust where unions and employers will have an equal voice in decisions about the funding and direction of extended health, dental and long-term disability benefits.

“We were able to secure terms and funding for the joint benefits trust that reflect higher injury rates in our bargaining unit,” says Pearson. “By doing so, we’ve created a buffer to help insulate our benefits against higher costs in the future.”

Expanded job opportunities are a key feature of the agreement through expanding the portability of seniority and service, allowing casuals to register for work in two departments, and more funding for the FBA Education Fund.

“Members have more job mobility within the workplace, between employers, and can receive support to train for a different job in health care,” says Pearson.

Emergency Health Services

For the second round of bargaining, workers employed in BC Emergency Health Services and the BC Ambulance Service have been included in Facilities talks.

These two groups – BCEHS administrative employees represented by BCGEU, and ambulance paramedics represented by CUPE Local 873 – have been covered by separate pre-existing collective agreement provisions.

As a result of this tentative agreement, the BCEHS administrative unit’s provisions will be melded into the main Facilities contract.

The provisions covering ambulance paramedics will continue to exist separately and are appended as part of the Facilities collective agreement.

Unless specifically noted, the provisions summarized in this backgrounder apply to the main Facilities collective agreement only.

❖ **TIMELINE**

Negotiations for a new Facilities collective agreement began on January 14, 2014 against the backdrop of earlier settlements for both community health and health sciences professionals that included five-year terms, 5.5 per cent in general wage increases, and a move to the joint governance of benefits.

Negotiations continued until March 28 when it became clear that the Health Employers Association of BC (HEABC) and government were unwilling to move on a number of key issues and were insisting on a contracting-out cap of 1,500 full-time equivalent positions (or 300 FTEs a year).

The FBA then asked its 11 constituent unions to conduct strike votes in April. Union members delivered an impressive 96 per cent strike mandate which was announced on May 1.

The parties returned to the table and with the assistance of mediator Vince Ready, an agreement was reached on May 12 and unanimously recommended by members of the FBA bargaining committee to their constituent unions.

On May 15, the Provincial Executive of the Hospital Employees' Union – the union representing 85 per cent of workers in the FBA – reviewed the tentative settlement and voted to recommend it to the membership.

Note

This backgrounder provides an explanation and analysis of the major provisions of the tentative agreement. Please refer to the second part of this document for agreed-to language.

Unless otherwise noted, provisions do not apply to BC Ambulance Service employees (CUPE Local 873).

Employment security and expanded options

The tentative agreement limits the impact of contracting out on members' jobs and health services, while also providing additional options for changing jobs or obtaining additional access to work.

❖ CAP ON CONTRACTING OUT

Contracting out is capped at 100 full-time equivalent positions a year to a maximum of 500 FTEs over the five-year term of the agreement. Any unused FTEs can be carried forward.

The cap also applies to any work lost as a result of the opening of privately operated facilities operating under the provisions of the *Health Sector Partnerships Agreement Act*.

❖ PORTING SENIORITY AND SERVICE BETWEEN EMPLOYERS

Many members have thought about changing jobs to shorten commutes, be closer to family or take on new challenges. But the loss of seniority and service-related benefits, like vacation, is often a disincentive to making the move.

Under this tentative agreement, it is now possible to accept a job with another Facilities employer without losing seniority hours and related benefits.

- Employees who terminate with one employer and are hired by the same employer or a different employer within 180 days can keep their seniority and service to a maximum of 1,950 hours a year.
- Employees who are hired by a new employer must terminate with their old employer within 180 days in order to port seniority and service.
- Employees who work with two Facilities employers and accept a regular position with one of them, must terminate their employment with the other within 180 days in order to port their seniority and service.

❖ MORE JOB OPTIONS FOR CASUALS

Casual employees are no longer limited to registering for work in just one department. The tentative agreement provides the option of registering in two departments where the scheduling technology exists to support it. Where the

technology does not exist, employers may consider using other methods to provide casual employees with this option.

This language does not prevent local employers from allowing casuals to register on more than two lists.

Wages and premium pay

General wage increases in the tentative agreement follow the pattern established with other public sector bargaining units such as the government public service, health science professionals and community health.

But in addition, the FBA secured modest improvements to shift differentials and the transportation allowance.

❖ GENERAL WAGE INCREASES (ALSO APPLIES TO CUPE LOCAL 873 – BCAS & BCGEU – BCEHS)

General wage increases over the course of the five-year agreement will total 5.5 per cent.

In addition, government has included a so-called “Economic Stability Dividend” (ESD) as part of its current negotiating mandate.

The ESD represents an additional general wage increase that will be paid if provincial economic growth in the previous year exceeds the expectations of a panel of government forecasters. The ESD will be paid out at 50 per cent of the difference between forecast and real growth.

For example, if real growth exceeds forecast growth by one per cent, the ESD would be paid at 0.5 per cent.

The following table outlines the distribution of the 5.5 per cent general wage increase and the possible ESD increases.

| | |
|------------------|---|
| April 1, 2015 | 1.0 per cent |
| February 1, 2016 | Economic Stability Dividend |
| April 1, 2016 | 0.5 per cent |
| February 1, 2017 | 1.0 per cent plus Economic Stability Dividend |
| April 1, 2017 | 0.5 per cent |
| February 1, 2018 | 1.0 per cent plus Economic Stability Dividend |
| April 1, 2018 | 0.5 per cent |
| February 1, 2019 | 1.0 per cent plus Economic Stability Dividend |

❖ **PREMIUM PAY**

Shift and on-call differentials and the transportation allowance will be increased to the following amounts on the dates indicated in the following schedule.

| | Current | April 1, 2015 | April 1, 2016 | April 1, 2017 | April 1, 2018 | March 1, 2019 |
|-----------------------------|-----------|---------------|---------------|---------------|---------------|---------------|
| Evening Shift Differential* | \$0.95 | | | \$1.05 | | \$1.20 |
| Night Shift Differential* | \$1.75 | \$2.00 | | | | |
| Weekend Premium* | \$1.00 | \$1.10 | | \$1.25 | | |
| On-call Differential** | \$2.00 | | | \$2.25 | | \$3.00 |
| Transportation Allowance*** | \$0.52/km | | \$0.53/km | | \$0.54/km | |

*hourly

**hourly, with four-hour minimum on-call

***Transportation Allowance also applies to CUPE Local 873 – BCAS

Vacation accumulation

A key priority for members going into this round of bargaining was the restoration of two days of vacation accumulation that had been rolled back and frozen in the 2010-2012 collective agreement.

Under the agreement, one vacation day will be restored effective the accrual period beginning July 1, 2016 (for vacation periods after January 1, 2017), and one day will be restored effective the accrual period beginning July 1, 2018 (for vacation periods after January 1, 2019).

Casual pay-in-lieu will also be adjusted accordingly, effective January 1, 2017 and January 1, 2019.

Securing benefits

The benefits plan available under the Facilities collective agreement provides good quality coverage for union members and their families.

These benefits have been targeted by health employers in every round of bargaining since 2004. And in each round of bargaining, the FBA has succeeded in protecting those benefits for the future.

At the Facilities table, the establishment of a joint benefits trust was a condition for settlement. The FBA negotiated terms that recognized that benefit utilization was driven in part by higher injury rates among members covered by this agreement.

❖ JOINT BENEFITS TRUST

The settlement introduces a Joint Facilities Benefits Trust (JFBT) to manage members' extended health and long-term disability benefits over the long-term.

This Trust will operate much like the Municipal Pension Plan, where since 2001 unions and employers have had an equal say in the governance of the plan and how to deliver pension benefits within the available resources.

The unions' top priority in negotiating the terms of the JFBT is to protect benefits. This means ensuring unions have equal voice in the management of the JFBT, and securing sufficient funding from employers to meet future needs.

The Trust will be governed by an equal number of representatives from the unions (the FBA) and employers (HEABC) who act as the trustees. The parties will also appoint a neutral chair.

Trustees will be responsible for managing members' benefits. They will have the right to amend or improve benefits.

The unions will have access to overall information about benefit plan usage, and will have more ability to influence decisions about benefit provisions.

In particular, the unions can improve extended health benefits if the resources are available. Both parties must agree to any changes to long-term disability (LTD) benefits.

This also means that the unions will have an increased role and responsibility in managing the plans so as to protect members' benefits.

There are three main components to the funding of the JFBT.

- the basic formula
- additional one-time annual buffer payments
- special LTD payments when LTD costs rise unexpectedly

Basic Formula

The basic annual funding for the JFBT is set as a fixed percentage of the total payroll for Facilities members. When FBA wages are increased, or where the overall employee numbers (in FTEs) grow, then benefits' funding will automatically increase.

Joint Facilities Benefits Trust Timelines

- Working group established by August 1, 2014 to create JFBT.
- JFBT established by March 31, 2015.
- Benefits funding and administration transferred to JFBT on April 1, 2016.
- Healthcare Benefits Trust (HBT) will continue providing benefits under the new model until March 31, 2017.
- After March 31, 2017, the JFBT can continue to use HBT or move to a new provider.

Basic annual funding is established as the cost of benefits expressed as a percentage of the total payroll, including straight-time regular hours and overtime hours. That percentage will be established based on 2014/15 benefits usage and payroll.

Additional buffer payments

The FBA secured millions in additional annual funding through a buffer, or a series of additional one-time annual payments, expressed as a fixed percentage of overall payroll.

These extra payments are 0.35 per cent of payroll in 2016 and 2017, and 0.55 per cent in 2018.

Special LTD payments

Over and above the basic formula and additional buffer payments, the employer remains financially on the hook if LTD costs rise faster than can be explained by the scheduled wage increases.

Essentially, half of any unexpected LTD cost rises will be covered by the employer before the Trust is obliged to dip into the buffer funding.

The Trust includes a built-in principle that if funding is tight, the Trustees' first responsibility is to look to cut administrative or other costs, before contemplating any change that might diminish a member's entitlement to benefits.

The employer is providing the unions with up to \$250,000 over the next year to set up the Trust. The parties have agreed in advance to use mediator Vince Ready to resolve any disputes that might arise in setting up the JFBT.

In the current round of bargaining, both the health science professionals table (led by the Health Sciences Association) and the community health table (led by BC Government and Service Employees' Union) have already agreed to the establishment of their own trusts to jointly administer benefits.

❖ MATERNITY AND PATERNITY BENEFITS

Article 35 has been updated to acknowledge the fact that union members increasingly use midwives and nurse practitioners in the course of pregnancy care. The proposed language would allow members to use these health care professionals to confirm delays in commencement of maternity leave or to provide a certificate outlining the expected date of birth or general conditions of pregnancy.

❖ RENEWAL OF ENHANCED DISABILITY MANAGEMENT PLAN

In 2012, the FBA secured agreement for the implementation of an Enhanced Disability Management Plan that went into effect earlier this year.

Under the program, EDMP stewards recruited from the membership are proactively assisting injured, disabled or ill members to return to work or remain at work through customized disability management programs.

The tentative agreement includes ongoing funding for the program at \$1.5 million annually.

Education, recruitment and retention

Changes in health care workplaces driven by technological innovation, workplace restructuring, and shifting demographics have increased demand on some job classifications and opened up opportunities for members to explore new careers within the sector.

❖ FBA EDUCATION FUND

The popular FBA Education Fund is a union-managed education and training fund providing support to members for skills upgrading and career mobility opportunities within the broad range of Facilities job classifications.

Since its beginnings in 2006, approximately 2,200 applications for training have been supported by the Fund.

This agreement provides the Fund with \$3.75 million over the next five years. If this agreement is ratified, the Fund will re-open applications for education and training support.

❖ RECRUITMENT AND RETENTION COMMITTEE

The tentative agreement establishes a joint union/employer committee to identify classifications where there are recruitment and retention issues and to develop proposals for labour adjustment measures for consideration by government.

Healthy workplaces and work-life balance

Health care is a dangerous place to work with high levels of workplace injuries and more injury claims related to acts of force and violence than protective services, such as police or fire services.

There's rising concern that shift work comes with many health risks, while unworkable rotations are taking a toll on family life and other social relationships.

❖ ACTION ON SIX-DAY ROTATIONS

The tentative agreement would restrict the number of six-day rotations in any new or revised schedule to no more than 13 in any 1,950 hour work year. That

reduces the possible number of six-day rotations in a year from approximately 40 to 13, or by about two-thirds.

❖ **JOINT COMMITTEE ON HEALTH & SAFETY RISKS AND SHIFT WORK**

There is a growing body of evidence that shift work has negative consequences for the health and safety of workers, including recent studies that associate higher incidents of breast cancer with long-term night shift work.

The tentative agreement includes a joint union/employer committee that will look at the impact of shift work on sleep, health, social and family relationships, and on injury rates.

The committee can also make recommendations on how these concerns can be addressed through changes to hours of work and scheduling.

❖ **PRIORITIZING WORK WHEN WORKING SHORT**

A common challenge for health care workers is covering off work when a shift is short-staffed as a result of absences. Working “short” contributes to unsafe working conditions, and the current language in Article 37 provides a mechanism for employees to refer safety-related concerns to the workplace Occupational Health and Safety Committee.

Proposed language in the tentative agreement also requires employers to prioritize the work in situations where there is short-staffing and no reduction in work demand.

Miscellaneous and housekeeping provisions

❖ **UNION CHECK-OFF**

Changes to Article 5 require employers to include employees on leave of absence and long-term disability on employee lists that are provided to the union on a monthly basis.

❖ **JOB FAIR**

This housekeeping provision simply transfers the job fair language established previously through an arbitration process into the collective agreement.

❖ **PROMOTIONS**

Employees who take a permanent excluded position will no longer have seniority rights in the bargaining unit.

Employees accepting a temporary excluded position can retain their seniority for the length of the vacancy, and continue to accrue seniority for up to 365 days.

❖ **ACCESS TO SHORT-TERM WORK**

Probationary employees and those undergoing qualifying periods must complete their probation or qualifying periods before accessing work under Article 16.01(c).

❖ **SHOP STEWARD AND MULTI-EMPLOYER REPRESENTATION**

Restructuring and consolidation of health authority services has made it increasingly difficult to provide shop steward representation to members within workplaces with multiple employers.

The tentative agreement requires the FBA and HEABC to meet within 90 days of ratification to identify a resolution to this problem.

BC Ambulance Service (BCAS) and BC Emergency Health Services (BCEHS)

In 2011, the BC Ambulance Service (BCAS) was moved into health and into the Facilities subsector bargaining unit. By order of the Labour Relations Board, the collective agreements for ambulance paramedics and dispatchers represented by CUPE 873, the administrative support workers represented by BCGEU (now within BCEHS), were appended in their entirety to the Facilities collective agreement.

For CUPE 873, the agreement includes long overdue provisions addressing pay scale issues. The new contract will phase in a universal hourly wage scale that will provide wage equity for about 2,000 part-time ambulance paramedics.

The contract will also add a minimum of 80 full-time equivalent paramedic positions to communities throughout the province to promote community paramedic programs. The agreement adds a “regular part-time” classification to give community paramedics regular hours, job stability and benefits.

The agreement also provides CUPE Local 873 with access to the BlueNet card.

For BCGEU members in BCEHS, the tentative agreement includes a process for melding their contract provisions into the main Facilities agreement.

Framework for Settlement (Final) – Facilities Subsector

(Note: Term and wages apply to all Facilities subsector members)

May 12, 2014

The FBA is proposing the following final framework for settlement. No single proposal within this Framework is severable.

Term

The term of the agreement shall be April 1, 2014 to March 31, 2019. All amendments shall be effective on the date of ratification unless otherwise specified.

Wages

Wage rates for all employees covered by the Facilities Subsector collective agreement (including employees of BCEHS) will increase starting the first pay period after the following dates and at the respective rates:

- April 1, 2015 1.0%
- February 1, 2016 Economic Stability Dividend
- April 1, 2016 0.5%
- February 1, 2017 1.0% + Economic Stability Dividend
- April 1, 2017 0.5%
- February 1, 2018 1.0% + Economic Stability Dividend
- April 1, 2018 0.5%
- February 1, 2019 1.0% + Economic Stability Dividend

EHSC (BCEHS) & BCGEU Appendix – The parties agree to meet post-settlement to conclude discussions on transition of the BCGEU members employed by BCEHS into the Facilities Subsector collective agreement, and Vince Ready will remain seized to assist the parties.

Appendix A: Facilities collective agreement excluding BCGEU (at BCEHS) and CUPE Local 873*

- Items underlined are changes to the collective agreement.
- Struck-through items are deletions from the collective agreement.

*Note: Transportation Allowance and Economic Stability Dividend provisions in Appendix A also apply to BCGEU (BCEHS) and CUPE Local 873.

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Cap on Contracting Out

Memorandum of Agreement - Contracting Out

Notwithstanding the Addendum – Job Security and Expanded Opportunities, the following shall apply:

- 1) The parties agree to limit the number of FTEs that can be contracted out during the period April 1, 2014 to March 30, 2019 as follows:
 - a) During the term of the 2014-2019 Facilities Sub-sector Collective Agreement, health sector employers have a right to contract out despite Article 17.12.
 - b) Health sector employers will limit contracting out that results in the lay-off of members of the Facilities Bargaining Association (“FBA”) to five hundred (500) full-time equivalents (“FTE Cap”) between April 1, 2014 and March 30, 2019.
 - c) The contracting out allocation will occur as follows:
 - i) One hundred (100) full-time equivalents in fiscal 2014/2015;
 - ii) One hundred (100) full-time equivalents in fiscal 2015/2016;
 - iii) One hundred (100) full-time equivalents in fiscal 2016/2017;
 - iv) One hundred (100) full-time equivalents in fiscal 2017/2018;
 - v) One hundred (100) full-time equivalents in fiscal 2018/2019.
 - d) Any unused allocation in any year will be carried forward to future years until the end of fiscal 2018/2019. For example, any unused allocation in fiscal 2014/2015 will be carried forward to fiscal 2015/2016 to be allocated in addition to the one hundred (100) full-time equivalents in fiscal 2015/2016 and so on.
 - e) The total number of reductions includes employees who may be laid off as a result of the application of the Health Sector Partnerships Agreement Act.
 - f) The Government of British Columbia will allocate the FTE Cap to Health Sector Employers. HEABC will notify the FBA of an FTE allocation.
- 2) For the purposes of this Memorandum, layoffs where s. 35 of the Labour Relations Code apply are not included.
- 3) This agreement expires on March 30, 2019.

This memorandum does not apply to EHSC (BCEHS) & BCGEU Appendix or to the BCAS and CUPE 873 Appendix.

Porting Seniority and Service Between Employers

14.12.03 Seniority

An employee who voluntarily terminates with an Employer party to this Collective Agreement, (Employer A) and is employed within one hundred and eighty (180) calendar days with the same Employer or with another Employer party to this Collective Agreement, (Employer B), is entitled to portability of seniority accumulated at Employer (A).

Employees who are hired by another Employer party to this agreement (Employer B) must voluntarily terminate their employment with (Employer A) within (180) days if they want to port their seniority from Employer (A) to Employer (B).

Employees who are working at two Employer parties to this agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within (180) days of their appointment to the regular position at Employer A (or B) if they want to port their seniority.

The maximum number of combined hours ported under this Article shall not exceed 1950 hours per year.

More Job Options for Casuals

Addendum - Casual Employees

2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. **Where the Employer utilizes an electronic scheduling program (technology), casual employees shall be entitled to register for work in two (2) departments. Where the Employer does not have the required technology, an alternate method which will allow casuals to register in two (2) departments may be considered.** No casual employee shall be registered in more than ~~one (1)~~ **two (2)** departments except where the Employer and the Union otherwise agree in good faith.

Economic Stability Dividend

(ESD provisions apply to all FBA members.)

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;**
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;**
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;**
- (iv) Advice from the PSEC Secretariat to employers associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.**

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;**
- (ii) November 2016 – Real GDP published for calendar 2015;**
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;**
- (iv) Direction from the PSEC Secretariat to employers associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend**
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.**

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Shift Differentials

Article 22 Shift, Weekend and Trades Qualification Premiums

Article 22.01

Employees working the evening shift shall be paid a shift differential of ninety-five (95¢)-per hour for the entire shift worked. **The evening shift differential shall be increased effective April 1, 2017 to one dollar and five cents (\$1.05), and effective March 1, 2019 to one dollar and twenty cents (\$1.20).** Employees working the night shift shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for the entire shift worked. **The night shift differential shall be increased effective April 1, 2015 to two dollars (\$2.00).**

Article 22.02

An Employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. **The weekend premium shall be increased effective April 1, 2015 to one dollar and ten cents (\$1.10) and effective April 1, 2017 to one dollar and twenty-five cents (\$1.25).**

On-Call Differential

Article 25 On-Call Differential

Article 25.01

Employees required to be on-call shall be paid an on-call differential of two dollars (\$2.00), or portion thereof. **The on-call differential shall be increased effective April 1, 2017 to two dollars and twenty five cents (\$2.25), and effective March 1, 2019 to three dollars (\$3.00).**

The minimum on-call requirement shall be four (4) consecutive hours.

Article 25.02

Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

Transportation Allowance

(Transportation allowance provisions apply to all FBA members.)

Article 26 Transportation Allowance

Article 26.01

Effective on the first pay period following April 1, 2016, Aan employee who uses her/his own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of ~~fifty two cents (\$0.52)~~ **fifty three cents (\$0.53) per kilometer**. Minimum allowance shall be two dollars (\$2.00). **Effective on the first pay period following April 1, 2018, the transportation allowance shall be increased to fifty-four cents (\$0.54) per kilometer.**

Vacation Accumulation

Article 28.01 Vacation Entitlement

Add one additional vacation day effective for the accrual period beginning July 1, 2016

Add one additional vacation day effective for the accrual period beginning July 1, 2018

Plus consequential amendments to the Casual Employees Addendum, i.e., January 1, 2017 and January 1, 2019.

Joint Benefits Trust

Memorandum of Understanding

Health and Welfare Benefits

Definitions:

1. In this Memorandum:

“Benefits” means: LTD, AD&D, EHC, Dental and Life;

“Employer” means any employer certified to the FBA bargaining unit save and except the BCEHS and BCAS units;

“Joint Facilities Benefits Trust (“JFBT”) means a trust formed by HEABC and the FBA as required by this Memorandum.

Formation of the JFBT

2. The Parties agree to establish a working group (“Working Group”) by August 1, 2014 to create the JFBT.

3. The Working Group will be composed of an equal number of representatives appointed by HEABC and FBA.

4. HEABC and FBA will each have one vote on the Working Group with any differences resolved by the adjudicator appointed under paragraph 23.

5. The JFBT shall be established by no later than March 31, 2015 unless agreed otherwise by the Parties.

6. Upon formation of the Working Group, HEABC will provide or cause the Healthcare Benefits Trust (“HBT”) and HBT’s contracted benefit providers to provide directly to HEABC or FBA all data requested by either the HEABC or FBA and their respective designated advisors for purposes of analyzing the future provision by the JFBT of benefits currently provided by the HBT. For purposes of clarity, such data will include but will not be limited to all data necessary to perform an actuarial valuation of the HBT or the JFBT.

7. HEABC, FBA and their respective members on the Working Group will maintain confidentiality in respect of data containing personal information or data the disclosure of which would be harmful to the business interests of a third party as defined in section 21 of the Freedom of Information and Protection of Privacy Act.

8. HEABC will provide the FBA with up to \$250,000 of funding, until the JFBT is formed, for costs incurred by the FBA in regard to the establishment and formation of the JFBT. Any further costs of this nature incurred by the FBA will be funded by the JFBT.

Co-governance of the trust

9. The JFBT will be governed by a board of trustees with an equal number of trustees appointed by each of HEABC and the FBA.

10. The parties will select and appoint a chair of the board of trustees.

11. The trustees appointed by HEABC will have one vote, the trustees appointed by FBA will have one vote and the chair will have one vote if there is a tie.

12. The union representatives on the JFBT will have the right to amend or improve extended health, dental, life, and accidental death and dismemberment benefits but any decision to amend LTD benefits will be made by the trustees.

Benefit funding

13. The Parties agree that the benefits provided under the collective agreement shall be maintained unless amended by the trustees.

14. The Parties, through the Working Group, shall negotiate an agreed-upon benefits funding model expressed as a fixed percentage of payroll and payable by the Employer to the JFBT (“Benefits Funding”). The Benefits Funding will be transferred to, and be administered by, the JFBT commencing April 1, 2016.

15. By April 1, 2016, all employers must obtain benefits through the JFBT. Employers whose current contract with a benefit service provider expires after April 1, 2016 will not be required to join the JFBT benefit service provider until their current contract expires. The HEABC will provide a list of all such Employers to the FBA by no later than June 1, 2014, together with payroll and benefit cost information.

16. The fixed percentage agreed to by the Working Group under paragraph 14 above will be adjusted for April 1, 2017 to March 31, 2018 to incorporate the effects of inclusion in HBT of employers previously obtaining benefits through a provider other than HBT as referred to in paragraph 15.

17. The Parties agree that the percentage determined for Benefits Funding shall remain fixed for the period April 1, 2016 to March 31, 2019 and will remain in effect except as amended by agreement of the parties and will be subject to renegotiation under any renewal collective agreement.

18. HEABC will ensure interim funding as necessary for the JFBT between April 1, 2016 and October 1, 2016. The Working Group may enter into negotiations to effect an asset and liability transfer from HBT.

19. HEABC will indemnify and save harmless the FBA, its constituent unions, and the JFBT from any and all claims from HBT, the HEABC or the Government of the Province of British Columbia, including any exit levies from HBT or any other person or entity.

Employer LTD risk obligation

20. (a) “Wage increases” in this clause mean general wage increases and Economic Stability Dividend increases.

(b) If the cost of LTD benefits as a result of utilization exceeds the growth in LTD costs resulting from wage increases:

(i) For April 1, 2017 to March 31, 2018, the increase above wage increases over the period from April 1, 2016 to March 31, 2017.

(ii) For April 1, 2018 to March 31, 2019, the increase above wage increases over the period from April 1, 2017 to March 31, 2018;

(c) Health employers will pay to the JFBT an amount equal to the first two-percent (2.0%) of the increased utilization cost of LTD benefits and fifty percent (50%) of the costs resulting from increased utilization that exceed four percent (4%).

Benefit procurement

21. Until March 31, 2017, the JFBT must obtain coverage through the Healthcare Benefit Trust and thereafter the JFBT may obtain coverage through alternative providers.

Discretionary appointment to the HBT Board

22. Subject to the approval of HEABC as settlors of the HBT, the trustees of the JFBT may designate one HEABC trustee and one FBA trustee to serve as trustees of the Healthcare Benefit Trust.

Dispute resolution

23. HEABC and FBA agree that any issue whatsoever relating to the interpretation, application or alleged violation of this Memorandum shall be remitted to Vince Ready for binding determination. For clarity, Vince Ready’s jurisdiction includes any disputes arising out of the Working Group up to and including the date on which the JFBT is fully operational.

The Working Group shall be bound by the following Terms of Reference. This document shall not be considered as part of the collective agreement, but shall be enforceable by the Arbitrator established in paragraph 23 of the memorandum of understanding above.

Joint Facilities Benefits Trust: Working Group Terms of Reference

1. In establishing the JFBT, the following definitions shall apply:

“Benefits” means: LTD, AD&D, EHC, Dental and Life;

“Employer” means any employer certified to the FBA bargaining unit save and except the BCEHS and BCAS units;

“Joint Facilities Benefits Trust” (“JFBT”) means a trust formed by HEABC and the FBA as required by the Memorandum, dated May 12, 2014.

“Benefits Funding” shall be based on a fixed percentage of the preceding year’s payroll and shall be transferred annually by the HEABC to the JFBT starting on April 1, 2016.

“Fixed percentage” shall be established as actual Employer cost of benefits from April 1, 2014, to March 31, 2015, divided by the payroll over the same period. The fixed percentage shall be increased by an additional one time payment in each of the specified years by the following amounts:

- April 1, 2016: 0.35%**
- April 1, 2017: 0.35%**
- April 1, 2018: 0.55%**

“Actual Employer Costs of Benefits” includes all employer costs related to providing the benefits under the Facilities Subsector collective agreement.

“Payroll” shall be defined as the cost of all straight regular time hours and overtime of those receiving benefits, but shall not include allowances, premiums, differentials, benefit costs, or pension costs.

2. Where the JFBT is required to consider plan amendments to address cost increases beyond funding levels, or for which there are no available funds from which to offset cost increases, the Trustees shall first consider reductions to the cost of administration, or reductions in other benefit plan costs, that do not impact benefit entitlements or transfer costs to beneficiaries.

Maternity and Paternity Benefits

Article 35.01 Maternity Leave

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner, **midwife or nurse practitioner**.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a **certificate from a doctor, midwife or nurse practitioner** ~~doctor's, certificate~~ indicating the employee's general condition during pregnancy along with the expected ~~date of confinement~~ **date of birth**.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).

Renewal of Enhanced Disability Management Plan

Memorandum of Agreement

Enhanced Disability Management Program

The parties agree to renew the Memorandum of Agreement - Enhanced Disability Management Program.

The Program shall be funded at an annualized amount \$1,500,000 to be allocated between Regional Representation and Administration.

FBA Education Fund

FBA Education Fund

Allocate three million seven hundred and fifty thousand dollars (\$3,750,000.00) to the FBA Education Fund, in three equal payments on:

- June 1, 2014
- June 1, 2015
- June 1, 2017

The Ministry funding is provided to the FBA to provide assistance to regular and casual employees who wish to enrol in educational programs in order to upgrade professionally and enhance their careers with health employers in the Facilities Subsector collective agreement, particularly in areas of need.

The Ministry of Health believes, as set out in the 2014 report entitled, 'Setting Priorities for the B.C. Health System: Supporting the health and well-being of B.C. citizens; Delivering a system of responsive and effective health care services for patients across British Columbia; Ensuring value for money' that specific groups represented by the FBA unions can play a significant role in delivery of improved health services to British Columbians.

To that end, the Ministry, and the FBA will meet within sixty (60) days of ratification of the collective agreement to discuss the Ministry's development of health human resource planning at a provincial, health authority and local level. Reasonable administration costs may be charged to the Fund. Upon request, the FBA will provide to the Ministry a report showing all expenditures made to date and the estimated future expenditures, including a demonstration of where these expenditures have met particular areas of need for the Ministry.

Recruitment and Retention Committee

Memorandum of Agreement - Recruitment and Retention Committee

- 1. The parties recognize the need to foster a workplace that retains and attracts the classifications within the FBA required to support quality care delivery in BC.**
 - 2. The parties agree to establish a standing recruitment and retention committee that will be comprised of no more than three (3) representatives from HEABC and its member organizations and no more than three (3) representatives from the FBA. The Committee shall be established within ninety (90) days of ratification of the collective agreement, and shall meet a minimum of two (2) times per year. The Committee, through the Employer, will receive access to all relevant and appropriate data. Each party will bear its own costs of participation in the committee.**
 - 3. The Committee will be responsible for:**
 - (i) Identifying classifications where there are retention and recruitment issues;**
 - (ii) Considering initiatives to address employee engagement as a means of addressing identified recruitment and retention issues;**
 - (iii) Where required, developing a joint proposal requesting a labour market adjustment.**
 - 4. Where a proposal supports a market adjustment, it will be submitted to the Ministry of Health (MOH) and Public Sector Employer Counsel (PSEC) for approval.**
- No proposal for a labour market adjustment can be implemented without the express written approval of the MOH and PSEC.**

Action on Six-day Rotations

Article 20.02 Hours of Work

(g) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be verified by mutual agreement between HEABC and the Union.

(h) The Employer shall not introduce new or revised shift rotations that contain more than thirteen (13) occurrences of six consecutive shifts within a 1950 hour work year.

Joint Committee on Health and Safety Risks and Shift Work

Memorandum of Agreement

Joint Committee on Health and Safety Risks Associated with Shift Work

A joint committee shall be established to take a collaborative approach to review the risk factors faced by shift workers.

The committee shall be established within one hundred and eighty (180) days of ratification of the collective agreement, and will make recommendations to HEABC and the FBA within two (2) years of ratification. The committee will bring together four (4) representatives of the Facilities Bargaining Association and four (4) representatives of the Employer. The committee will meet regularly, but not less than two (2) times per year.

The committee, through HEABC, will receive access to relevant data. In doing its work, the committee shall have regard to front-line input from employees and managers, and shall connect with subject matter experts both inside and outside the health system, as deemed appropriate by the committee.

Issues for review will not be limited to, but may include, impact of shift work on sleep, on health, on social and family relationships, and on injury rates. The committee will also consider potential mitigation strategies relating to hours of work and scheduling.

Prioritizing Work When Working Short

Article 37.07 Employee Workload

(a) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Article 37.01(c). **In situations where employees are absent and have not been replaced and where the work demand has not reduced, the employer will provide work prioritization to employees in the same unit who are at work during the absence.**

Union Check-off

Article 5.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the members of the Association by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

On a monthly basis, the Employer shall provide the Union's Provincial Office, in electronic spreadsheet format or equivalent, a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) along with a list of all employees in the bargaining unit and their employee status (which shall include full-time, part-time, casual, **LOA, LTD**), their worksite, their job title(s), their address and telephone number where known to the Employer, and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Canada Revenue Agency for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Where the Employer does not have electronic systems in place that can reasonably accommodate the above disclosure, the information may be provided in another mutually agreeable format.

Job Fairs

Article 19.01 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- ~~(iii) Subject to Article 19.02, if the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven (7) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 17. The new work schedule will then be posted in accordance with Article 19.01 (a) (i). [Reference March 21, 2006 Letter on Page 131].~~
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

(g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

(h) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of 2 hours with no change in shift duration, overtime rates pursuant to Article 21 will not be applicable.

If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

Article 19.02 Job Fairs

19.02.01 Job fairs may be used when there are changes to work schedules within a single job in a unit/department. When there are changes to work schedules within multiple jobs, concurrent job fairs may be held. When there is a re-organization of a unit/department that would trigger the issuance of a notice under Section 54 of the Labour Relations Code or the Addendum – Job Security and Expanded Opportunities, the parties will engage in those processes.

19.02.02 Employees shall not be subject to, nor have access to, a qualifying period as a result of participating in a job fair.

19.02.03 If the Employer intends to implement a revised work schedule where the total number of hours in the unit/department are either increased by less than one (1) FTE, maintained, or reduced:

(a) The Employer shall post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it;

(b) Within a further seven (7) calendar days, the impacted regular employees in the unit/department will select a line on the new rotation in order of seniority;

(c) Each impacted regular employee must select a line where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status), however, an impacted regular employee may voluntarily select any line available to them if they choose;

(d) If no line within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line, she/he shall be issued displacement notice at the end of the seven (7) calendar day line selection period;

(e) Any regular employee without a line in the new work schedule will be issued a displacement notice at the end of the seven (7) calendar day line selection period;

(f) Any line that has not been selected in the job fair shall be posted in accordance with Articles 16 and 14.01 and be open to all employees of the Employer; and

(g) The new work schedule will then be posted in accordance with Article 19.01(a)(i).

19.02.04 If the Employer intends to implement a revised work schedule that increases the total hours in a unit/department by one (1) FTE or more, a job fair may be held in accordance with the following process:

(a) The total increase in hours being added to the unit/department schedule (whether in existing or additional lines) shall be rounded down to the nearest whole FTE number (for example, 10,000 additional hours = 5.13 FTE, shall be rounded down to 5);

(b) The employer will post a number of positions equal to the number established under paragraph (c)(i), and these postings shall be in accordance with Articles 16 and 14.01 and be open to all employees of the Employer;

(c) The positions to be posted will be those that the manager can identify as being supplemental to the previous work schedule. Any remaining positions to be posted will be the highest value FTE lines in the revised work schedule. Where the manager cannot identify any supplemental positions, the highest value FTE lines in the revised work schedule will be posted;

(d) Where an employee from the unit/department applies for one or more of these posted positions, the job fair will be run only after the employee has been advised that she/he is either successful or unsuccessful on the posting(s). If unsuccessful, the employee shall be entitled to participate in the unit/department job fair; and

(e) The Employer may then proceed with the job fair for the revised work schedule, exclusive of the posted positions, in accordance with the process set out in paragraphs 3(a) and 3(b)i-vii.

Article ~~19.02~~ 19.03 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in her/his job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which she/he is not adequately trained.

Promotions

Article 14.04 Relieving in Higher and Lower-Rated Positions

Article 14.04.04

An employee accepting a temporary excluded position shall retain bargaining unit seniority for the length of the vacancy and shall continue to accrue seniority up to a period of three hundred and sixty-five (365) days.

Access to Short-Term Work

Article 16.01 Job Postings and Applications

(c) Notwithstanding (a) above, if the vacancy is a temporary one of less than ninety (90) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:

(i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made. An employee who accepts work under this provision is not eligible to work in another Article 16.01(c) assignment that conflicts with the accepted one. **Probationary employees and employees undergoing a qualifying period shall not be considered for a 16.01(c) assignment in a different classification.**

(ii) by employees registered for casual work in accordance with the casual addendum.

(iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to seven (7) days.

(d) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if she/he is also registered for casual work.

(e) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.

(f) Where the local agreement covering access to work by part-time employees (former “15.01c”) does not contain a termination clause, the agreement may be terminated on giving of six (6) months’ notice by either party.

(g) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

Shop Steward and Multi-Employer Representation

Letter of Understanding

Multi-Employer Representation – Shop Stewards

The parties agree to meet within 90 days of the date of ratification to discuss a resolution to the issue of shop steward representation at multi-employer single worksites. Either party may request Vince Ready to assist with the identification and implementation of a solution that addresses the concerns of both parties.

Appendix B: BC Ambulance Service and CUPE Local 873

- Note: Transportation Allowance and Economic Stability Dividend provisions in Appendix A also apply to CUPE Local 873.

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Amendment of CUPE 873 Addendum

APPENDIX D Amendment of CUPE 873 Addendum

1) Compensation

Changes in compensation and benefits in the Facilities Subsector Collective Agreement will apply to eligible employees covered under the CUPE 873 Addendum.

Existing pay grids remain in effect until 2017 when the universal hourly wage rates come into effect for both full time and part time.

A1.02 (a)

Effective April 1, 2017 the Employer agrees to the implementation of universal hourly wage rates, and the elimination of wage factoring for all defined shift patterns. The parties agree to all necessary consequential amendments to the Appendix including the deletion of all references to factoring and the hourly rate of pay for the shift pattern involved. The universal hourly wage rates shall be as follows:

- Delete current Schedule F8.01 (a), and replace with the following new language:

F8.01 (a) (New)

The universal hourly wage rates for part-time employees set out in Schedule A 1.02 (a) and (b) shall be phased in with 50% of the necessary adjustment effective the first pay period after April 1, 2017 and the balance effective the first pay period after April 1, 2018.

- Delete current Schedule F8.01 (b) to (g) and consequently re-letter existing Schedule F8.01 (h), (j), and (k).

A part-time employee designated to act as Unit Chief for less than one (1) month will continue to earn a pro-rated portion of the monthly allowance set out at F8.01 (h).

Existing pay grids remain in effect until 2017 when the universal hourly wage rates come into effect for both full time and part time.

- Delete current Schedule F8.02 in its entirety, and consequently re-number existing Schedule F8.03.

2) Article 22.05 – Instructors

(a) Effective April 1, **2015**, those employees identified by the Employer to act as instructors (**including preceptors and mentors**) while performing their normal duties, shall receive ~~\$375~~ **\$450** per month in addition to their regular salary on a pro-rata basis for the time spent engaged in such training.

(b) Instructors shall be given supervisory rights over in-service training personnel on crew. Such rights shall include the right to question treatment given by an employee to a patient and correct any visible deficiencies shown by the employee.

3) Health and Welfare Benefits

HEABC presents two options. It believes that Option 1 is in the best interests of BCEHS employees represented by CUPE 873. The cost of increasing these benefits will be supported within HEABC's financial mandate by the offsetting savings from improved disability management. The FBA can accept Option 1 or can choose to reject it in which case, Option 2 will apply.

Option 1

(a) BCEHS will maintain current health and welfare benefits provided to qualifying CUPE 873 members for the period from April 1, 2014 to March 31, 2016.

(b) Effective April 1, 2016, health and welfare benefits for CUPE 873 members will be the same as those for FBA members and CUPE 873 members will be included in the Joint Benefits Trust.

(c) Eligible disabled CUPE 873 members will be offered placement within PHSA consistent with the application of the EDMP program to FBA employees in PHSA.

Option 2

BCEHS will maintain current health and welfare benefits provided to qualifying CUPE 873 members for the term of the collective agreement.

Effective the first of the month following ratification, BCEHS will provide a Blue Net Pay Direct Drug card to employees eligible for benefits.

5) Community Paramedicine

BCEHS hereby provides notice pursuant to Article 23 of the Addendum that it intends to create one or more new Community Paramedic classifications. BCEHS proposes to meet with FBA/CUPE 873 over the next four (4) months to review the range of functions that may be assigned to this new classification and the appropriate wage rate.

The Ministry of Health has advised BCEHS that it intends to provide new funding over the period from fiscal 2015/16 to fiscal 18/19 for improved community-based health services with ambulance paramedics as a primary option for delivering these services using a community paramedicine model (and including some assignments within the acute care system).

If HEABC and the FBA reach agreement on the amendments to the BCEHS/CUPE 873 Addendum necessary for effective utilization of ambulance paramedics in these roles, BCEHS will create a minimum of 80 new regular full-time or regular part-time FTEs in the Community Paramedic, ACP or PCP classification over the period April 1, 2015 to March 31, 2019 consistent with development of a strategic implementation plan.

BCEHS intends to renew its management/supervisory structure. The commitment to create new FTEs will be net of any changes in in-scope supervision.

Despite Article 13.01 community paramedic vacancies will be filled on the following basis:

(a) For the purposes of posting and filling community paramedic vacancies, the Employer may restrict eligibility for posted vacancies to applicants attached to or resident in the normal post response area.

(b) The senior applicant will be appointed in the following sequence subject to qualifications and suitability:

Selection will be as follows among qualified and suitable employees:

(i) Full-time employees resident in or attached to the community.

(ii) Regular Part-time employees resident in or attached to the community.

(iii) On call – stand by (Part-time) employees resident in or attached to the community.

(iv) Full-time employees not resident in the community but willing to relocate to the community. A relocating employee will not be eligible for transfer to any other position for a period of at least three years.

(v) A regular Part-time employee not resident in the community but willing to relocate to the community. A relocating employee will not be eligible for transfer to any other position for a period of at least three years.

(vi) An on-call standby part-time employee willing to relocate to the community. A relocating employee will not be eligible for transfer to any other position for a period of at least three years.

BCEHS will provide the training it determines to be necessary for selected employees to fulfill the responsibilities of the posted position.

Article 13.03 will apply to selection of Community Paramedic Leader Supervisory Positions.

6) Memorandum of Agreement Re: regular part-time employees – Community Paramedicine Program

Effective April 1, 2015, BCEHS intends to introduce a new employee category of “regular part-time employees” for the Community Paramedicine Program to be defined as follows:

A regular part-time employee is an employee who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis for all hours worked as a regular employee. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

The parties agree that:

- **Regular Part-time employees will work an established proportion of a thirty-seven and one-half (37.5) hours week.**
- **An involuntary reduction in the scheduled hours of a part-time employee is a lay-off;**
- **For the purpose of calculating entitlements for regular part-time employees on a proportionate basis, 37.5 hours per week will be used as the full-time denominator.**
- **Regular part-time employees will serve a six month probationary period as defined in Article 11.08 Probationary Employment**
- **A new regular part-time employee who was previously a full-time employee without a break in service greater than six (6) months will not be required to serve a probationary period.**
- **No regular part-time employee will gain access to a position of greater FTE as a result of exercising that employee’s rights under Article 14 - Layoffs and Recalls.**
- **For the purpose of calculating premium pay under Article 16 Overtime for regular part-time employees:**
 - **A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work**

longer than her/his regular work day, shall be paid at the straight time rate for the hours worked, up to eight hours or their regularly scheduled shift, whichever is longer.

- Overtime rates shall apply to hours worked in a shift that exceeds eight hours or their regularly scheduled shift, whichever is longer.
- A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than her/his regularly scheduled work days, shall be paid at the rate of straight time for the hours or days worked up to 75 hours in a bi-weekly pay period .
- Overtime rates shall apply to hours worked in excess of 75 hours in a bi-weekly pay period.
- Regular part-time employees are entitled to the same perquisites on a proportionate basis as granted full-time employees under Article 18 Statutory Holidays, calculated as three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per week, or pay in lieu thereof; or a proportionate amount depending on time worked.
- Regular part-time employees will be entitled to annual vacation entitlement under Article 19.03 on a proportionate basis.
- Regular part-time employees will be entitled to severance pay under Article 22.13 on a proportionate basis.
- Until March 31, 2016, regular part-time employees shall be eligible for health and welfare benefits defined in the Appendix on the same basis as regular part-time employees under the Facilities Collective Agreement except that regular part-time employees must occupy a position of 0.5 FTE or greater to be eligible for Long Term Disability Benefits

Regular part-time positions will be established at the discretion of the Employer after consultation with the Union. Establishment of regular part-time positions will not result in involuntary hours reduction of any current (as of date of ratification) regular full-time employees.

Regular part-time employees will receive the Delta shift hourly rate paid to a regular full-time employee with the same qualifications. Effective the first pay period after April 1, 2017, regular part-time employees will receive the same wage rate as regular full-time employees with the same qualifications.

Current full-time employees will have priority within their post or geographic area for available regular part-time positions.

Current part-time employees will be referred to as on-call/stand-by part-time employees.

7) Article 13.02 – Promotions Outside the Bargaining Unit

Agree.

8) Article 27 Minimum Station Equipment

27.01 Minimum Equipment

~~(a) The Employer agrees that current standards for ambulance stations maintained by the B.C. Buildings Corporation will be made available at each station. Changes and modifications made from time to time in future to such standards will be made available to the Union for their information. It is understood that the Employer will endeavour to replace or update the current stations whenever possible and appropriate.~~

~~(b) **(a) In all stations the Employer will provide:** Where crew quarters are staffed on a daily and continuous basis in whole or in part by full time personnel, the Employer shall provide for such crew quarters and dispatch quarters the items listed below:~~

- ~~(i) a bulletin board;~~
- ~~(ii) necessary cleaning agents for toilet and personal washing facilities;~~
- ~~(iii) **appropriate furnishings for rest according to workload**, in the case of crew quarters staffed on a 24 hour per day basis, beds and the necessary linen, bedside tables, and a laundry service for the linen;~~
- ~~(iv) **refrigeration facilities, lockers, and cooking facilities** such other alternative or additional furnishings in relation to the available space as may be mutually agreed to;~~
- ~~(v) In the event BCBC does not supply the following items of furniture, then the Employer will provide:~~
 - ~~1. refrigeration facilities;~~
 - ~~2. lockers;~~
 - ~~3. kitchen chairs and a table;~~
 - ~~4. cooking facilities.~~

~~(c) Coverall Issue~~

- ~~(i) The Employer agrees to supply an individual coverall issue to employees.~~
- ~~(ii) It shall be the responsibility of the employees to maintain, clean, and repair such coveralls.~~
- ~~(iii) Replacement of coveralls will be made upon surrender of the worn coveralls and proof that replacement is a result of normal wear.~~

9) Payment of Monthly Allowances

March 17, 2014

Bonnie Pearson,
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way,
Burnaby, BC V5J 5M3

Dear Ms. Pearson:

Re: Article 22.05 Instructors

We are writing to you to advise of the Employer's intention to revert to the express terms of Article 22.05, upon our renewal of the Collective Agreement. It is the Employer's position that the language establishes a monthly entitlement and payment will comply with the monthly amount established by the Collective Agreement. Prorating of the allowances will only be on regular hours or deemed regular hours.

This notification accurately reflects the intent, and clarifies the application of Article 22.05 for the renewal of the Collective Agreement.

Sincerely,

Tony Collins

10 Completion of Calls

March 17, 2014

Bonnie Pearson,
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way,
Burnaby, BC V5j 5M3

Dear Ms. Pearson:

Re: Article 16.02 – Completion of Calls CUPE Local 873 (“Union”), and the BC
Emergency Health Services (“BCEHS”) Appendix

I acknowledge receipt of your letter dated February 13, 2014 putting the employer on notice of your intention to revert to the strict application of the language of article 16.02 of the above noted appendix.

If our practice does not comply with the language contained in the appendix, we will change the practice to ensure it is consistent with the appendix language upon ratification of a renewed facilities subsector collective agreement.

I trust this is satisfactory.

Sincerely,

Tony Collins

11) Memoranda of Agreement Respecting in-Scope Supervisory Positions

March 17, 2014

Bonnie Pearson,
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way,
Burnaby, BC V5J 5M3

Dear Ms. Pearson:

We are writing to advise you that BCEHS will implement a new management (non-bargaining unit) and supervisory structure after consultation with the FBA/CUPE 873.

Implementation of any new structure will not result in a loss of bargaining unit FTEs.

To implement changes in management and supervisory structures, any agreement or part thereof that expressly or by implication restricts or limits the authority of BCEHS to establish an appropriate supervisory structure of excluded and included personnel contained or included by reference within the BCEHS/CUPE Appendix to the Health Services and Support Facilities Subsector Collective Agreement is terminated effective March 31, 2014.

Any current supervisory employee who is assigned to a lower classification as a result of any reorganization of the management and supervisory structure of BCEHS will be grandparented at the employee's current salary. Affected supervisory employees will retain bidding rights under Article 13.03(c). There shall be no forced relocation of affected employees.

Unit Chiefs will be addressed through the Vince Ready process set out in the Memorandum of Understanding Re: Resolution of Specific Issues in the BCEHS/CUPE 873 Addendum and are not captured by the scope in this letter.

Sincerely,

Tony Collins

Shift Scheduling, Regular Part-time Employees and Unit Chiefs

Memorandum of Understanding

Resolution of Specific Issue in the BCEHS/CUPE 873 Addendum

HEABC and the FBA have bargained over renewal of the BCEHS/CUPE 873 Addendum to the FBA Collective Agreement and have been unable to resolve their differences in regards to the following issues:

- Scheduling under A.1.01 of the Addendum and related provisions
- Introduction of a regular part-time employee category other than for Community Paramedicine
- Requirements for Unit Chiefs under Article 13 and Schedule F5.01.

The parties agree to resolve outstanding differences over these matters as follows:

- Commencing no later than September 1, 2015, the parties will exchange information as required and discuss resolution of the identified issues.
- Any issue which the parties are unable to resolve through negotiations will be submitted to Vincent Ready as adjudicator no later than November 15, 2015.
- Vince Ready will establish his own procedure for any adjudication that is required.
- Vince Ready will issue a final and binding decision on the issues based on the provisions set out below no later than December 15, 2015.
- The parties may request that Vincent Ready mediate their continued negotiations over the outstanding issues at any time after June 1, 2015.

A. Schedule A1.01 – Shifts and Related Provisions

(a) BCEHS will provide CUPE 873 with:

- (i) The shift schedules that BCEHS proposes to utilize to improve delivery of services for residents of British Columbia;
- (ii) An explanation of how its proposed shift schedules align with call volumes, pre-hospital patient service requirements and other roles that may be undertaken by employees.

(b) CUPE 873 may identify additional shift patterns that it believes will address the service requirements identified by BCEHS.

(c) The shift patterns proposed by BCEHS and CUPE 873 may continue existing shift patterns and/or establish new shift patterns.

(d) New shift patterns will recognize that BCEHS can adjust shift start and stop times and will address the consequences of short notice of changes in shift start and stop times.

(e) In creating new shifts patterns there can be no split shifts without the agreement of the union.

(f) The parties agree that any changes in shift patterns will be effective April 1, 2016.

(g) The parties will discuss implementation of new schedules and failing agreement will submit their differences to Vincent Ready.

(h) BCEHS and CUPE 873 will develop a process for employee selection of available shifts within a post or station based on the following principles:

a. A1.01 (c) will apply to shift selection;

b. No full-time employee as of the date of ratification of the FBA Collective Agreement will suffer an involuntary reduction in annual hours of work as a result of assignment by BCEHS to a new shift pattern.

(i) The Union and the Employer agree that the result of the process set out above meets the requirements set out under Section 54 of the BC Labour Relations Code.

B. Introduction of Regular Part-time Employees

(a) The parties have agreed to create a new category of Regular Part-time Employee for the Community Paramedicine program effective April 1, 2015.

(b) BCEHS intends to introduce the category of Regular Part-time Employee throughout the service for more effective service delivery.

(c) If the parties are unable to agree on implementation of Regular Part-time employees other than for the Community Paramedicine program they will submit their differences to Vincent Ready.

(d) Establishment of the Regular Part-time positions will not result in the involuntary reduction of hours full-time employees as of the date of ratification.

(e) No regular full-time employee as of the date of ratification, will suffer an involuntary reduction in hours of work as a result of the introduction of the Regular Part-time Employee category

C. Unit Chiefs

(a) The current provisions of the collective agreement (Article 13 and Schedule F5.01) require a Unit Chief for each station.

(b) The parties will review whether Unit Chiefs continue to be required for each station.

(c) If the parties are unable to reach agreement, they will submit their differences to Vince Ready for adjudication.

(d) Any Unit Chief who is displaced as a result of a decision that a Unit Chief is no longer required in a station will be salary protected. **Affected supervisory employees will retain bidding rights under Article 13.03 (c). There shall be no forced relocation of affected employees.**

Critical Incident Stress – Part-time Employee Inclusion

Re: Schedule F 20.00 – Critical Incident Stress

(a) In the event an employee has experienced a critical incident while on duty, the employee may at the unit chief's discretion be released from duty, for the balance of the shift, with pay.

(b) The Employer will provide critical incident stress debriefing/ defusing to employees as required.

(c) Employees attending critical incident stress debriefing/defusing sessions shall be paid at their regular paramedic or dispatch wage rates for the duration of the sessions. Such wage payment shall be for a minimum of four hours pay per session.

Promotions

Article 13.02 – Promotions Outside The Bargaining Unit

~~It is agreed by the Employer and the Union that the Employer will first give consideration to employees of the Employer when making selections or appointments to fill positions with the employer that are outside the bargaining unit.~~

Deemed Resignation

Schedule - F4.01 Deemed Resignation

Subject to F2.03, part-time employees who do not make themselves available for work for three consecutive months **or where work is available, who do not work a minimum of three shifts over any three consecutive month period** shall be deemed to have resigned from employment.

Emergent Up Staffing Agreement

Re: Emergent Up Staffing Agreement – January 17, 2005

Delete.

Standards Committee

Re: Memorandum of Understanding #13 – Standards Committee (12th Collective Agreement)

Delete.

Standards of Care Committee

Letter of Intent – Re: Standards of Care Committee (12th Collective Agreement)

Delete.

Part-time Hiring and Availability

Re: Schedule F3.01 – Amendment

F3.01 Part-Time Hiring and Availability

- (a) Employees hired subsequent to the date of signing of the 12th Collective Agreement shall be subject to the following:
 - (i) Pursuant to Schedule F3.08, employees shall make themselves available for a minimum of eight shifts, in their primary operator, each calendar month.
 - (ii) Where an employee does not meet the availability requirements in (i) above, in any month, the employee's date of hire will be moved forward one calendar month.
 - (iii) Employees who are unable to meet the monthly shift availability requirements of (i) above due to illness, injury, or maternity leave shall not have their date of hire adjusted, as contemplated in (ii) above.**
- (b) Employees hired prior to the date of signing of the 12th Collective Agreement shall not have their date of hire adjusted pursuant to (a) above.
- (c) The Employer shall maintain two lists, one each for (a) and (b) above.

